

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**September 3, 2026
3:00 PM**

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

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

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

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

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

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

- +1 669 900 6833 and entering webinar ID: 934 6663 3567
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/93466633567>

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

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

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

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

A. Meeting Called to Order and Roll Call.

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

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

Constable Edward A. George - September 16, 1908

Officer Charles Lee Eustes - September 24, 1967

B. Approval of Agenda with Additions and Deletions.

**C. Consent Agenda (see attached)
Open Forum**

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

D. Awards and Presentations

1. [Proclamation ~ Ovarian Cancer Awareness Month](#)
2. [Proclamation ~ Sickle Cell Disease Awareness Month](#)
3. [Proclamation ~ Hispanic Heritage Month](#)
4. [Proclamation ~ Patriot Day & Day of Remembrance](#)
5. [Proclamation ~ National Service Dog Month](#)

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

F. Reports

1. [A resolution approving an amendment to the City of St. Petersburg's Fiscal Policies to \(i\) add language related to use of ad valorem taxes for the contributions to the City's tax increment financing districts, \(ii\) update language relating to the target for funding utility capital improvements, and \(iii\) establish a framework for the use of the Economic Stability Fund for Affordable Housing; reaffirming the City's Fiscal Policies, as amended, for Fiscal Year 2027; and providing an effective date.](#)
2. [A resolution authorizing the Mayor or his designee to execute Field Order No. 26-KRV-SDI-001\(CSA\) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Kamminga & Roodvoets, Inc. \(Contractor\), for](#)

Contractor to provide construction services related to the 7th Street North, 50th Avenue North, and Vicinity Storm Drainage Improvements Part 1 Project in an amount not to exceed \$6,064,229 (ECID Project No. 19045-110; Oracle No. 16711); and providing an effective date.

G. New Business

H. Council Committee Reports

1. August 27, 2026 Health, Energy, Resilience, and Sustainability Committee - Action Item

- (a) Respectfully requesting a report item to City Council on the actions taken to address nuisance concerns in the Childs Park Neighborhood since August 2025, including an update on future cross-departmental coordination and corrective action plan to address the nuisance going forward.

2. August 27, 2026 Economic and Workforce Development Committee - Action Item

- (a) Respectfully requesting City Council approval to remove the following item from the Economic and Workforce Development referral list: Advanced Air Mobility (Harting).

I. Legal

J. Public Hearings and Quasi-Judicial Proceedings

First Reading and First Public Hearings - 6:00 P.M.

Setting September 17, 2026 as the second reading and second public hearing date for the following proposed Ordinance(s).

1. Fiscal Year 2027 Tentative Budget and Proposed Millage Rate

- (a) A resolution adopting a proposed millage rate for the fiscal year ending September 30, 2027; and providing an effective date. **(Requires affirmative vote of at least six (6) members of City Council.)**
- (b) Ordinance 647-H, An ordinance making appropriations for the fiscal year ending September 30, 2027; making appropriations for the payment of the operating expenses of the City of St. Petersburg, Florida, including its utilities, and for the payment of principal and interest of revenue bonds, and other obligations of the City of St. Petersburg, Florida; making appropriations for the Capital Improvement Program of the City of St. Petersburg, Florida; making appropriations for the dependent special districts of the City of St. Petersburg Florida; adopting this appropriations ordinance as the budget for the City of St. Petersburg, Florida for the fiscal year ending September 30, 2027; providing for related matters; and providing an effective date.
- (c) A resolution adopting the tentative budget for the fiscal year ending September 30, 2027; and providing an effective date.

K. Open Forum

L. Adjournment

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A September 3, 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. Accepting a bid and approving award of an agreement with Process Control & Instrumentation, LLC, for flow monitor maintenance program services for the Water Resources Department, in the amount of \$1,500,000.
2. Approving an agreement with Community Law Program, Inc., for eviction prevention and diversion services, for the Codes Compliance Assistance department, in the amount of \$500,000.

(City Development)

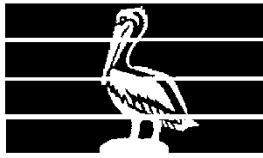
(Community Enrichment)

(Public Works)

(Appointments)

(Miscellaneous)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B September 3, 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. Accepting a bid and approving award of an agreement with AuMiller Pools, LLC for Marcite Finish - Swimming Pool Resurfacing Services for the Parks and Recreation Department, in the amount of \$403,538; approving a rescission of an unencumbered appropriation in the General Capital Improvements Fund (3001) in the amount of \$75,000 from the Fossil Park Pool Marcite Project (18909); approving a supplemental appropriation in the amount of \$75,000 from the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above rescission, to the Lake Vista Pool Marcite Project (18913); and providing an effective date.

(City Development)

(Community Enrichment)

2. A resolution confirming and approving agreements with recommended grant recipients for the City's Peli-CAN (Community Access to Nutrition) ("Program"); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

(Public Works)

3. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-01-KH/W(A) to the architect/engineering agreement dated June 15, 2021, as amended, between the City of St. Petersburg, Florida and Kimley-Horn & Associates, Inc. (“A/E”) for A/E to provide limited construction observation services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$40,600.48; providing that the total Task Order, as amended, shall not exceed \$141,272.33 (ECID Project No. 22071-111; Oracle No. 18941); and providing an effective date.
4. A Resolution authorizing the Mayor or his designee to execute Amendment No. 3 to Task Order No. 21-04-MCL/MNP(A), as amended, to the architect/engineering agreement dated August 27, 2021, as amended, between the City of St. Petersburg, Florida and McLaren Technical Services, Inc. (“A/E”) for A/E to provide additional i) surveys and subsurface utility exploration services ii) electrical design services, and iii) civil and utility design services related to the Cross Bay Ferry Dock Project in an amount not to exceed \$24,613; providing that the total Task Order, as amended, shall not exceed \$414,735.92 (ECID Project No. 23148-100; Oracle No. 19816); and providing an effective date.

5. A Resolution authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 24-05-CBGA/CFIP(A) to the architect/engineering agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and C.B. Goldsmith & Associates, Inc. (“A/E”) for A/E to provide design phase services, construction documents and pre-construction coordination services related to Mahaffey Theater Roof Improvements Project in an amount not to exceed \$113,400; providing the total Task Order, as amended, shall not exceed \$178,925 (ECID Project No. 26093-130; Oracle No. 21265); and providing an effective date.
6. A Resolution authorizing the Mayor or his designee to execute Task Order No. 25-02-AECOM/W(A) to the architect/engineering agreement dated November 13, 2025 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (“A/E”) for A/E to provide project management, survey and geotechnical data services, design services for demolition of existing tank, 60%, 90% and final design services, permitting services, and bidding services related to the NWWRF Ground Storage Tank Project in an amount not to exceed \$209,134.49 (ECID Project No. 26174-130; Oracle No. 20145); and providing an effective date.
7. A Resolution approving the Second Grant Amendment to the Grant Agreement 22SRP72 with the State of Florida Department of Environmental Protection (“FDEP”) Resilient Florida Program (“Program”) dated March 11, 2024, as amended, for the Bartlett Lake Improvements Project to incorporate revised statewide grant compliance language, program requirements, and updated Resilient Florida Program standards; authorizing the City Attorney's Office to make non-substantive changes to the Second Grant Amendment; authorizing the Mayor or his designee to execute the Second Grant Amendment; and providing an effective date. (ECID Project No. 20066-110; Oracle No. 18593)
8. A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-16-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. to reduce funding in task number 9 in the amount of \$24,756, increase the allowance in the amount of \$24,756 and update the appendices attached to the Task Order for the FY27 Stormwater Utility Rate Study Program; and providing an effective date. (ECID Project No. 26146-130)
9. A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-15-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. to reduce funding in task number 15 in the amount of \$35,816, increase the allowance in the amount of \$35,816 and update the appendices attached to this Task Order for the FY27 Water Resources Utility Rate Study Program; and providing an effective date. (ECID Project No. 26145-130)

(Appointments)

(Miscellaneous)

10. Health, Energy, Resilience, and Sustainability Committee Meeting Minutes (July 16, 2026)
11. Budget, Finance, and Taxation Committee Meeting Minutes (August 13, 2026)
12. Economic and Workforce Development Committee Meeting Minutes (July 23, 2026)

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MEETING AGENDA

CITY OF ST. PETERSBURG

Note: A listing of upcoming City Council and City Council Committee meetings.

Housing, Land Use & Transportation Committee

Thursday, September 10, 2026, 8:30 a.m., Conference Room 100

Public Services & Infrastructure Committee

Thursday, September 10, 2026, 9:55 a.m., Conference Room 100

Budget, Finance & Taxation Committee

Thursday, September 10, 2026, 11:20 a.m., Conference Room 100

City Council Meeting

Thursday, September 10, 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.

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



D-1

CITY COUNCIL AGENDA

Presentation Item

DATE: September 1, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Ovarian Cancer Awareness Month

PRESENTER: City Council Member Gina Driscoll

SCHEDULE FOR COUNCIL ON: September 3, 2026

Mayor Kenneth T. Welch

CITY COUNCIL AGENDA

Presentation Item

DATE: August 19, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Ovarian Cancer Awareness Month

PRESENTER: City Council Member Copley Gerdes

SCHEDULE FOR COUNCIL ON: September 3, 2026

Mayor Kenneth T. Welch

Proclamation



CITY OF ST. PETERSBURG

- WHEREAS,** Ovarian cancer is the fifth leading cause of cancer deaths of women in the United States and causes more deaths than any other gynecologic cancer; and
- WHEREAS,** American Cancer Society estimates 21,010 cases of ovarian cancer will be newly diagnosed in 2026 and 12,450 individuals will die from the disease nationwide, including 1,850 new cases and 850 deaths in Florida; and
- WHEREAS,** While the mammogram can detect breast cancer and the Pap smear can detect cervical cancer, there is no reliable early detection test for ovarian cancer; and
- WHEREAS,** The five-year survival rate for ovarian cancer is 50 percent and survival rates vary greatly depending on the stage of diagnosis; and
- WHEREAS,** Black women with ovarian cancer are more likely to have late-stage diagnoses, receive lower quality clinical services, and have lower five-year survival rates than non-Black women; and
- WHEREAS,** Ongoing investments in ovarian cancer research and education and awareness efforts are critical to closing these gaps and improving survivorship for women with ovarian cancer; and
- WHEREAS,** Each year during the month of September, Ovarian Cancer Research Alliance (OCRA) and Community Partner organizations hold several events to increase public awareness of ovarian cancer and its symptoms.

NOW THEREFORE, I, KENNETH T. WELCH, Mayor of St. Petersburg, Florida, do hereby proclaim September 2026, as

Ovarian Cancer Awareness Month

and urge every resident to take time to learn more about this quiet and crippling disease.

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 3rd day of September 2026.

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

Kenneth T. Welch
54th Mayor

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



D-2

CITY COUNCIL AGENDA

Presentation Item

DATE: August 19, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Sickle Cell Disease Awareness Month

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: September 3, 2026

Mayor Kenneth T. Welch

Proclamation



CITY OF ST. PETERSBURG

- WHEREAS,** September is National Sickle Cell Awareness Month, designated by Congress to focus attention on the need for research and treatment of sickle cell disease; and
- WHEREAS,** Sickle Cell Disease is a serious health condition that affects the lives of 2.5 million individuals in the U.S. and abroad. Dominant populations affected are of African American descent, but also include those of Caribbean, Hispanic, Mediterranean, and Italian origins; and
- WHEREAS,** This recessive, genetic, blood disorder is characterized by sickle shaped red blood cells that obstruct capillaries and restrict blood flow to organ or organs, which brings about excruciating and intense pain; and
- WHEREAS,** Early diagnosis and effective management of sickle cell disease are critical to improving the quality of life and health outcomes for those living with the condition as those suffering with the condition experience a myriad of health challenges, including organ damage, joint replacement, strokes or death; and
- WHEREAS,** The Sickle Cell Disease Association of America (SCDAA), St. Petersburg Chapter established by founder and long-time community volunteer Mary Murph works tirelessly to educate and raise money to support children and families to help ease some of the financial burdens caused by the disease; and
- WHEREAS,** The City of St. Petersburg is proud to recognize the year anniversary of the creation of the Foundation for Sickle Cell Disease Research Center in honor of Mary Murph. The Center represents tremendous progress in research and expanding access to specialized care thereby improving patient outcomes.

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

Sickle Cell Disease Awareness Month

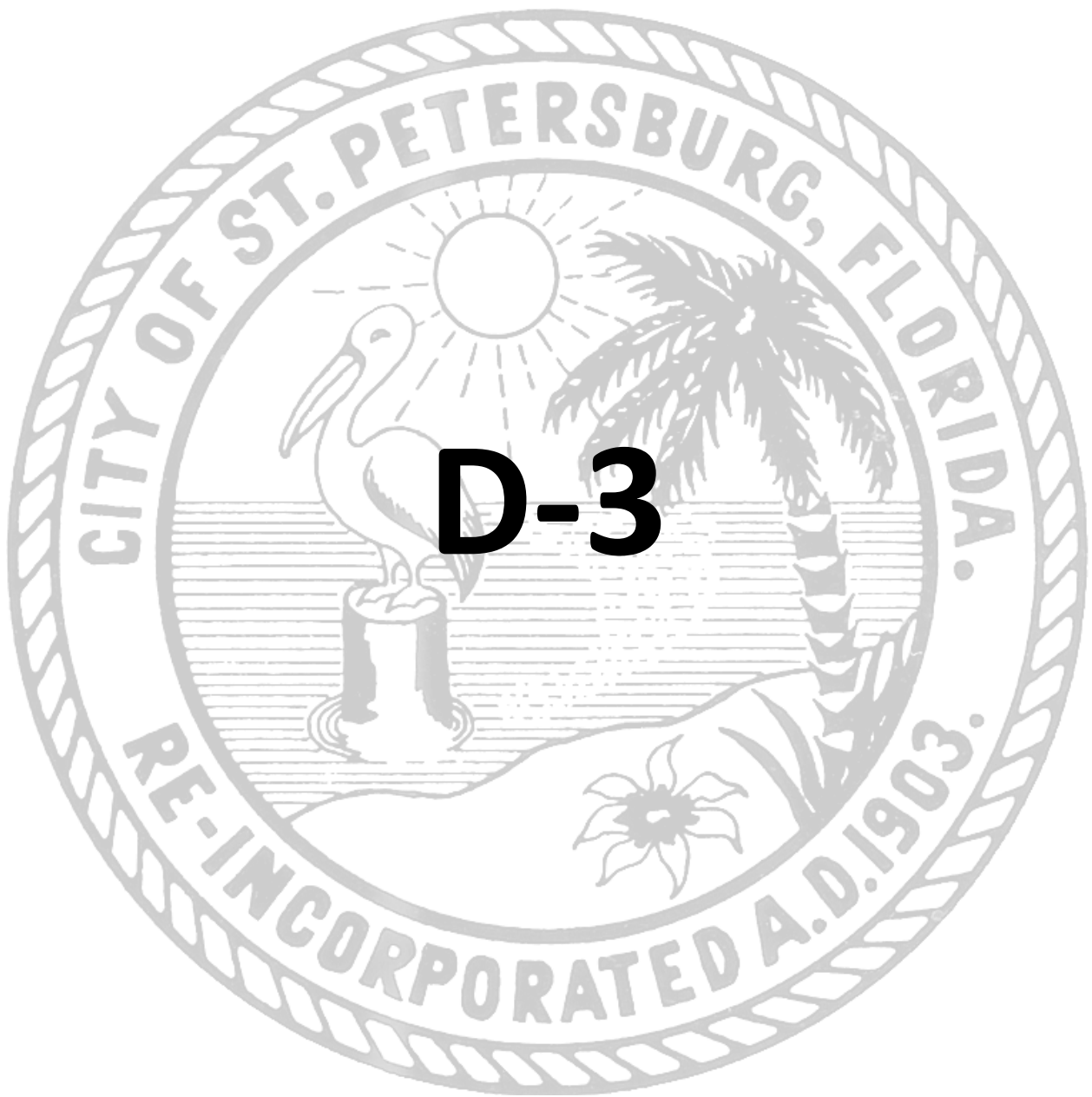
in the city of St. Petersburg and encourage all citizens to join in this noteworthy observance and celebration of support for our citizens impacted by this deadly disease.

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 3rd day of September 2026.

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

Kenneth T. Welch
54th Mayor

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



D-3

CITY COUNCIL AGENDA

Presentation Item

DATE: August 19, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Hispanic Heritage Month

PRESENTER: Chair Lisset Hanewicz

SCHEDULE FOR COUNCIL ON: September 3, 2026

Mayor Kenneth T. Welch

Proclamation



WHEREAS, Hispanic Heritage Month, known as “Mes de la Herencia Hispana,” is celebrated from September 15 to October 15 and recognizes the significant contributions and influence of Hispanics on our nation’s history, culture, and achievements; and

WHEREAS, September 15 is Independence Day for the Central American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. On September 16 and September 18, Mexico and Chile celebrate their Independence Day, respectively; and

WHEREAS, Hispanic residents in the City of St. Petersburg amount to an estimated 10% of our population and play a vital role in our economy and workforce; and

WHEREAS, The City of St. Petersburg recognizes the significant contributions of Hispanics, including many City employees, in our community. Their support and community involvement make our city more culturally diverse and welcoming for everyone; and

WHEREAS, The City of St. Petersburg is proud to celebrate and recognize Hispanic culture and heritage as an important part of our inclusive city. Hispanics are part of the “We” in “We Are St. Pete.”

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, do hereby declare September 15 through October 15, 2026, as

HISPANIC HERITAGE MONTH

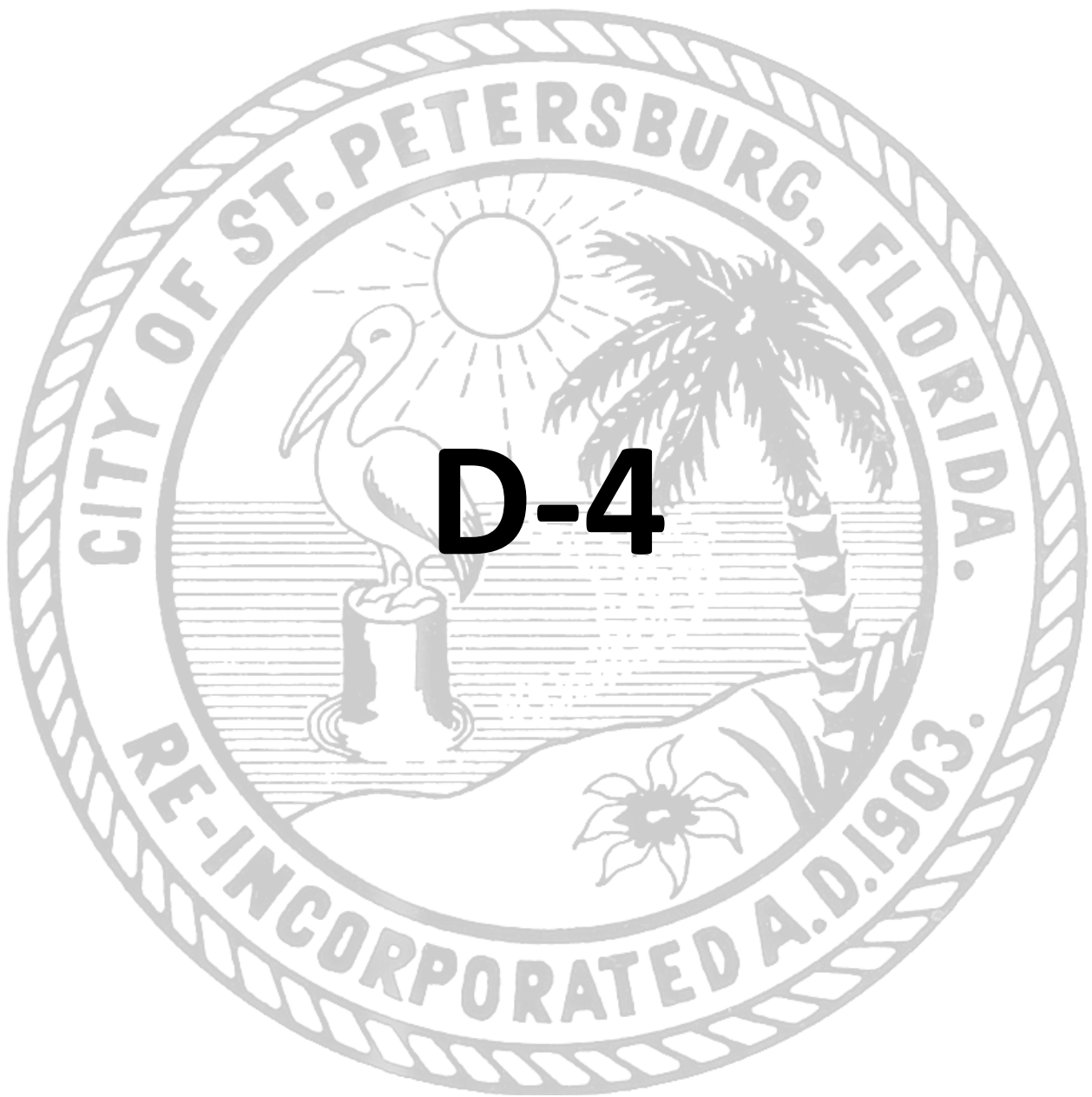
and urge all citizens to join me in recognizing the significance of this occasion in the city of St. Petersburg.

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 3rd day of September 2026.

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

Kenneth T. Welch
54th Mayor

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



D-4

CITY COUNCIL AGENDA

Presentation Item

DATE: August 19, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Patriot Day & Day of Remembrance

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: September 3, 2026

Mayor Kenneth T. Welch

Proclamation



WHEREAS, This year marks the 25th year we remember and honor those who have been touched by the tragedies of 9/11; and

WHEREAS, Patriot Day and National Day of Remembrance recognize our first responders – emergency workers, service members, law enforcement officers, and fire fighters who answered the call to action with strength, bravery, and courage; and

WHEREAS, The United States Congress has designated Sept. 11 as Patriot Day and National Day of Remembrance in honor of the innocent victims who lost their lives on Sept. 11, 2001; and

WHEREAS, Bravery and courage shown that fateful day inspires us to celebrate and care for our first responders, remember the patriotism shown by our service members, and celebrate our collective strength as a city, state, and nation.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, do hereby declare the 11th day of September 2026, as

PATRIOT DAY & DAY OF REMEMBRANCE

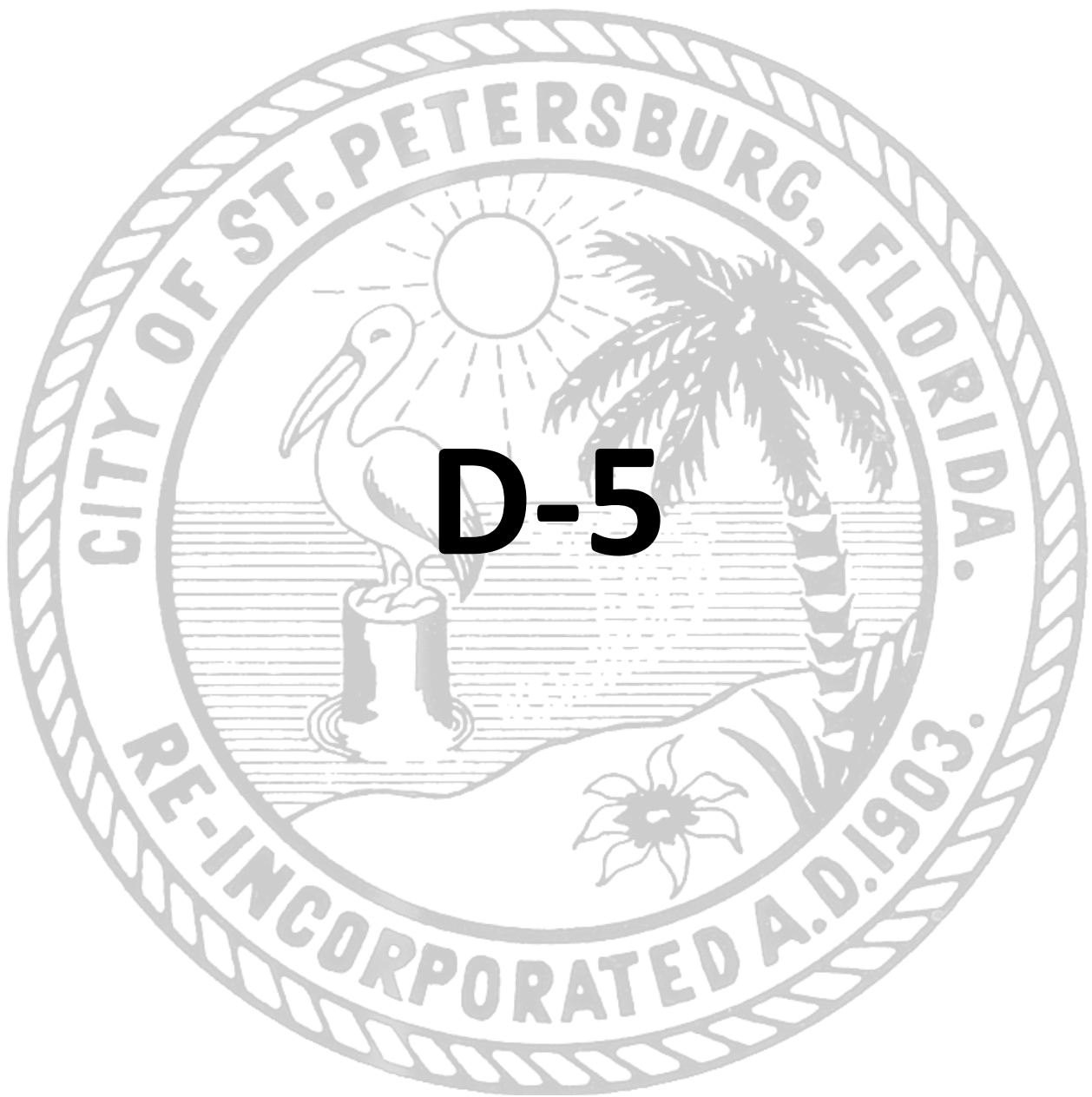
and urge all citizens to join me in recognizing the significance of this occasion in the city of St. Petersburg and beyond.

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 3rd day of September 2026.

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

Kenneth T. Welch
54th Mayor

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



CITY COUNCIL AGENDA

Presentation Item

DATE: August 21, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ National Service Dog Month

PRESENTER: City Councilmember Brandi Gabbard

SCHEDULE FOR COUNCIL ON: September 3, 2026

Mayor Kenneth T. Welch

Proclamation



CITY OF ST. PETERSBURG

- WHEREAS,** National Service Dog Month, observed every September, is a time to recognize and honor the dedication, training, and invaluable contributions of service dogs and the organizations and trainers who prepare them; and
- WHEREAS,** Service dogs are highly trained working animals whose skills, dedication, and companionship provide life-changing assistance to the people who rely upon them; and
- WHEREAS,** Service dogs help individuals with disabilities to live fuller, more independent lives; and
- WHEREAS,** Service dogs assist veterans and those who sacrifice for our nation, providing faithful companionship and trained support so their human partners can meet the demands of life with confidence, independence, and purpose; and
- WHEREAS,** Increased public awareness about the role of service dogs helps foster a community of inclusivity, accessibility, and hospitality where individuals of all abilities are welcomed, supported, and respected.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, do hereby declare September 2026, as

NATIONAL SERVICE DOG MONTH

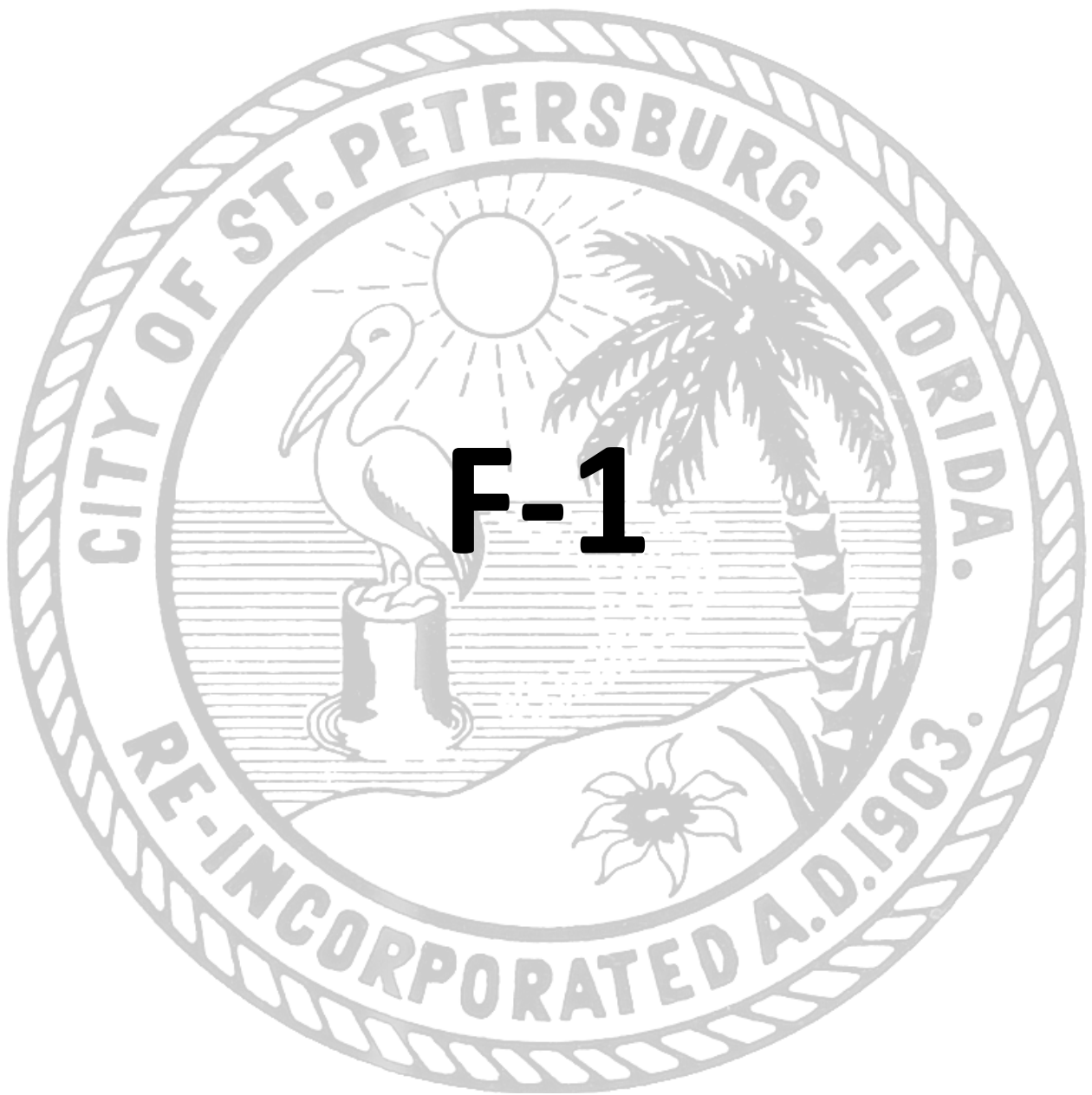
in St. Petersburg and encourage all citizens to reaffirm our community's commitment to compassion, accessibility, inclusion, and ensuring that everyone can participate fully and equally.

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 3rd day of September 2026.

A handwritten signature in blue ink that reads "Kenneth T. Welch". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth T. Welch
54th Mayor

The following page(s) contain the backup material for Agenda Item: A resolution approving an amendment to the City of St. Petersburg's Fiscal Policies to (i) add language related to use of ad valorem taxes for the contributions to the City's tax increment financing districts, (ii) update language relating to the target for funding utility capital improvements, and (iii) establish a framework for the use of the Economic Stability Fund for Affordable Housing; reaffirming the City's Fiscal Policies, as amended, for Fiscal Year 2027; and providing an effective date. Please scroll down to view the backup material.



City of St. Petersburg
MEMORANDUM

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

FROM: Thomas Greene, Assistant City Administrator *TG*
Erika Langhans, Chief Financial Officer *ERL*
Elizabeth Makofske, Director of Budget and Management *EMM*

DATE: August 21, 2026

RE: Modifications to the FY27 Fiscal Policies

Background: At the August 13, 2026, meeting of the Budget, Finance and Taxation (BF&T) Committee the Finance and Budget and Management Departments presented proposed modifications to the City's Fiscal Policies for Fiscal Year 2027. These modifications were approved by the BF&T Committee.

Below is a description of the proposed modifications to the City's Fiscal Policies:

Explanation:

II. FISCAL POLICY FOR ANNUAL OPERATING REVENUES AND EXPENSES

B. Specific Guidelines for Individual Funds

1. General Fund:

Current Status: Section b. This section describes the uses of General Fund revenue including ad valorem revenue. It currently states that ad valorem taxes shall be allocated to cover the cost of providing public safety to the City.

Recommendation: Add language to clarify that there are required contributions to the City's Tax Increment Financing (TIF) districts that are made from the ad valorem tax revenues received by the City. Please see page 9 of the Fiscal Policies.

IV. FISCAL POLICY FOR CAPITAL EXPENDITURES AND DEBT FINANCING

B. SPECIFIC GUIDELINES

2. Enterprise Capital Improvements:

Current Status: The Pay-as-you go Improvements Section states the annual rate study for FY18 set a target of 50% cash and other resources and 50% bond funding ratio for the City's Public Utility and that the target has been met.

Recommendation: The FY27 rate study recommended a temporary move from that target for the Stormwater portion of the Utility. Remove the language that states the target has been met and replace with language stating that this target continues as a general guideline for the City's

program. Please see page 15 of the Fiscal Policies.

V. FISCAL POLICY FOR ECONOMIC SUSTAINABILITY, RESILIENCY, RESPONSE AND RECOVERY

B. ECONOMIC STABILITY FUND

Current Status: Section V was created during last year's fiscal policies changes. During the January 29, 2026, Budget, Finance and Taxation Committee, the committee requested adding to the fiscal policies a framework for using the Economic Stability Fund to support affordable housing similar to the framework established for natural disasters.

Recommendation: Under Section V.B.3 of the fiscal policies, add a subset a. that provides this framework. Please see page 18 of the Fiscal Policies.

Request: The Administration requests City Council approve the above changes to the City's fiscal policies.

Attachments: Draft Fiscal Policies with proposed modifications
Resolution

cc: Mayor Kenneth T. Welch
Doyle Walsh, Chief of Staff
Rob Gerdes, City Administrator
Tom Greene, Assistant City Administrator

RESOLUTION NO. 26-____

A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF ST. PETERSBURG'S FISCAL POLICIES TO (I) ADD LANGUAGE RELATED TO USE OF AD VALOREM TAXES FOR THE CONTRIBUTIONS TO THE CITY'S TAX INCREMENT FINANCING DISTRICTS, (II) UPDATE LANGUAGE RELATING TO THE TARGET FOR FUNDING UTILITY CAPITAL IMPROVEMENTS, AND (III) ESTABLISH A FRAMEWORK FOR THE USE OF THE ECONOMIC STABILITY FUND FOR AFFORDABLE HOUSING; REAFFIRMING THE CITY'S FISCAL POLICIES, AS AMENDED, FOR FISCAL YEAR 2027; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has adopted a comprehensive series of fiscal policies that embody recognized sound financial management concepts ("Fiscal Policies"); and

WHEREAS, the Fiscal Policies are organized under five subject headings including General Fiscal Policy, Fiscal Policy for Annual Operating Revenue and Expenses, Fiscal Policy on Investments, Fiscal Policy for Capital Expenditure and Debt Financing, and Fiscal Policy for Economic Sustainability, Resiliency, Response and Recovery; and

WHEREAS, Administration, after input from the Budget, Finance and Taxation Committee, recommends an amendment to the Fiscal Policies to (i) add language related to use of ad valorem taxes for the contributions to the City's tax increment financing districts, (ii) update language relating to the target for funding utility capital improvements, and (iii) establish a framework for the use of the Economic Stability Fund for Affordable Housing.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an amendment to the City of St. Petersburg's Fiscal Policies to (i) add language related to use of ad valorem taxes for the contributions to the City's tax increment financing districts, (ii) update language relating to the target for funding utility capital improvements, and (iii) establish a framework for the use of the Economic Stability Fund for Affordable Housing is hereby approved.

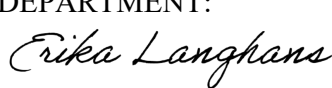
BE IT FURTHER RESOLVED that the Fiscal Policies, as amended, are reaffirmed for Fiscal Year 2027.

This Resolution shall become effective immediately upon its adoption.

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DEPARTMENT:



BUDGET:



FISCAL POLICIES

The City of St. Petersburg has adopted a comprehensive series of fiscal policies that embody recognized sound financial management concepts. These policies were originally approved by City Council in July 1980. Subsequently, the 1980 policies were updated and expanded, and codified in the City's Administrative Policies and Procedures. In order to keep these policies up to date, they are reviewed annually as part of the budget process and revised as needed. Previous changes to this policy statement include:

Date Approved by City Council:	Resolution:	Summary:
July 11, 2002	2002-406	Revised the policy to reflect Public Utilities funds pay-as-you-go projects in accordance with the minimum bond covenant requirement.
April 16, 2009	2009-215	Revised the City's detailed Investment Policy.
August 26, 2010	2010-442	Changes to keep compliant with GASB Statement #54.
August 4, 2011	2011-312	Added language regarding subsidized funds and G&A and/or PILOT payments and added language to Short-Term Cash Balances.
June 14, 2012	2012-276	Revised the policy to reflect that ad valorem shall be earmarked to support the Police Department
April 17, 2014	2014-166	Restructure the fund balance target for the General Fund Group of Funds and the core General Fund
September 20, 2018	2018-492	Included modifications to the fund target balances, individual fund guidelines, Penny for Pinellas, Enterprise Capital Improvements, and debt policy sections. It also added new language defining the working capital calculation.
September 17, 2020	2020-375	Included adding a reference to the City's Integrated Sustainability Action Plan (ISAP), updates to fund balance targets for the Internal Service Funds and the Building Permit Special Revenue Fund, including the Revolving Energy Investment Fund in the General Fund Group of funds, and updating the language for the bond funding requirement ratio in the enterprise funds.

Date Approved by City Council:	Resolution:	Summary:
November 5, 2020	2021-450	Provided language for periodic reviews of advances and inter-fund loans to ensure compliance with General Accepted Accounting Principles (GAAP), added new funds to the General Fund Group of Funds, updated the language on the use of the Economic Stability Fund balance and lease purchases or borrowing for assets, and removed references to the Penny for Pinellas Round III.
September 15, 2022	2022-468	Amended the policies to add a new fund to the General Fund Group of Funds, update a fund's name, increased the target fund balance for the General Fund to 10%, and updated the target balance calculation of the General Fund to exclude certain transfers.
September 14, 2023	2023-462	Increased the target fund balance for the General Fund to 12% of the current adopted budget, provided a process for a fund balance target to be established if an enterprise fund is unsubsidized for three years, added a target balance for the Sunken Gardens Operating Fund, and added language relating to the prepayment of annual recommended contributions of city pension funds.
September 12, 2024	2024-396	Increased the target fund balance for the General Fund to 14.67% of the current adopted budget, added a fund balance target for the Technology and Infrastructure Fund, updated the fund balance targets for the Health Insurance, General Liabilities Claims, and Workers' Compensation Funds, and updated language relating to the target for funding utility capital improvements.
April 10, 2025	2025-199	Updated procedures regarding variable debt

Date Approved by City Council:	Resolution:	Summary:
<u>September 11, 2025</u>	2025-449	Added new subject heading Section V. Fiscal Policy for Economic Sustainability, Resiliency, Response and Recovery and moved certain existing information in the policy to this new sections, provide that the fund balance targets for the four (4) Public Utilities Funds will be in accordance with the annual rate study and in compliance with bond resolutions, require the use, apportionment and accounting of Internal Service Funds to comply with certain accounting principles, debt covenants, grant requirements and any other legal restrictions, and establish an Emergency Fiscal Response Framework to be activated in the event of significant damage to city property and facilities

It is anticipated that these policies will be amended as part of the City's annual budget process and reconfirmed each year as a part of budget development.

The fiscal policies are organized under five subject headings:

- I. **General Fiscal Policy** presents the overall guidelines for financial and accounting practices, including the basic framework for preparing the City's operating and capital budgets, maintaining accounting records, and funding services on a non-discriminatory basis.
- II. **Fiscal Policy for Annual Operating Revenue and Expenses** outlines the policies for budgeting and accounting for revenue and requirements and provides adequate fund balances in the City's various operating funds. This section includes several references to capital project funding in relation to the amount and type of support to be provided by the operating funds.
- III. **Fiscal Policy on Investments** provides guidelines for investing, operating and capital balances.
- IV. **Fiscal Policy for Capital Expenditures and Debt Financing** directly relates to the resources and requirements of the capital improvement program. Included are overall policies on issuance of debt, as well as guidelines applicable to specific fund types.
- V. **Fiscal Policy for Economic Sustainability, Resiliency, Response and Recovery** outlines the policies for economic stability, and the framework for fiscal resiliency and sustainability including mitigation, response, and recovery for emergency fiscal related events.

The City attempts to adhere to these fiscal policies in the conduct of its operations. However, it must be noted that these policies are guidelines and not statutory limitations. Some of the policies, particularly with regard to recommended fund balances, are designed as goals to be pursued, not necessarily achieved on an annual or ongoing basis. The City reserves the right to deviate from any or all of the fiscal policies if such action is determined by City Council to be in the best interest of St. Petersburg as a whole.

I. GENERAL FISCAL POLICY

A. GENERAL GUIDELINES

1. The annual operating budget of the City of St. Petersburg, Florida shall balance the public service needs of the community with the fiscal capabilities of the City. It is intended to achieve those goals and objectives established by City Council for the next fiscal year. Service programs will represent a balance of services, but with special emphasis on the City's public safety, environmental health, economic development, employment, physical appearance, living conditions, and affordable housing. Services shall be provided on a most cost-effective basis.
2. The City recognizes that its citizens deserve a commitment from the City to fiscal responsibility, and that a balanced operating budget is the cornerstone of fiscal responsibility. Annual operating expenditures (personal services, contracts, commodities, supplies, capital outlay, outside agency support, and transfers) will be fiscally balanced with revenues or income estimates that can reasonably and normally be projected to be received during the fiscal year. New programs, or changes in policies that would require the expenditure of additional operating funds, will either be funded through reduction in programs of lower priority or through adjustments to rates, service charges or taxes. Requests for new or modified programs or policies will be accompanied by an analysis of the short and long-term impact on the operating budget caused by such changed or new program or policy, with significant changes reported to the appropriate Council committee and/or full Council.
3. New programs, services, or facilities shall be based on general citizen demand, need, or legislated mandate.
4. The City shall prepare and implement a capital improvement program (CIP), consistent with state requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP budget. The CIP shall balance the needs for improved public facilities and infrastructure, consistent with the City's comprehensive plan, within the fiscal capabilities and limitations of the City.
5. The City shall maintain its accounting records in accordance with Generally Accepted Accounting Principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB). In addition, federal and state grant accounting standards will be met.
6. Consistent with Council Resolution 2009-247, a financial report shall be distributed to City Council following the close of each fiscal quarter. This report shall include the City's investments, pension funds, debt, revenues, expenditures/expenses, and fund balances, and shall be presented in a form and forum specified by Council.
7. The City shall provide funding for public services on a fair and equitable basis and shall not discriminate in providing such services on the basis of race, color, national origin, religion, sex, sexual preference, marital status, age, or disability.
8. Budgets for all city departments and all other city expenditures/expenses shall be under City Council appropriation control.
9. Transfers between funds will be permitted with City Council approval, which are consistent with city policies, resolutions, ordinances, and external restrictions.

10. Advances and inter-fund loans must be supported by a fiscally sound source of funds available for repayment and must comply with any applicable bond covenants. There will be a review during the annual budget process of all advances and inter-fund loans to determine if changes to the timing of repayment and amounts of such repayments are necessary. Subject to City Council approval and if it is determined that the repayment of any advance or inter-fund loan is no longer viable due to unforeseen circumstances, such advance or interfund loan will be converted to transfers as per governmental accounting standards.
11. Preparation of the City's budget shall be in such format as to allow correlation with the expenditures/expenses reported in the City's Annual Comprehensive Financial Report, with content of said budget to include that required by Section 6.01 of the City Charter and section 13(c), Chapter 15505, Special Laws of the State of Florida, 1931, or as later revised by ordinance of the City Council and now codified in §2-126 St. Petersburg City Code. Detailed estimates per Section 13(c)(1) shall be by object code at the division or program level and summarized by department.
12. An analysis shall be made to determine and project life cycle cost of ownership where appropriate, when it is proposed that the city lease or rent facilities or equipment from an outside source, if such costs will commit the City to \$50,000 or more in any one year.

II. FISCAL POLICY FOR ANNUAL OPERATING REVENUES AND EXPENSES

A. ALL FUNDS

1. Revenue
 - a. Revenue projections will be based on an analysis of historical trends and reasonable assumptions of future conditions using a conservative basis to ensure that estimates are realized.
 - b. The operating budget will be prepared based on 96% of the certified taxable value of the property tax roll.
 - c. The City will not use long-term debt to finance expenditures/expenses required for operations.
 - d. As a general rule, operating budgets will be balanced using current year revenues to finance current year expenditures. Minimum fund balances shall not normally be budgeted as a resource to support routine annual operating expenses. However, balances exceeding the policy targets may be budgeted as a resource to support capital, debt, or extraordinary major maintenance needs on a non-recurring basis, or for specific purposes, as assigned.
2. Expenditures/Expenses
 - a. Normal maintenance requirements necessary to sustain the basic asset value will be included in the budget of the proper operating fund.
 - b. Contractual obligations required by labor agreements and compensation plans for employees will be included in the budget or provided through supplemental appropriations, dependent upon available funds.
 - c. Capital funding will be provided for major improvements and automation of services based on multiple-year planning and appropriate cost benefit analysis.

- d. Equipment replacement (capital outlay) not funded by a replacement fund will be included in the operating budget of the department requesting the equipment.

3. Fund Balance

- a. Maintaining an adequate fund balance is essential to the financial health of the City, to maintain high bond ratings and to ensure its ability to serve its citizens, meet emergency needs and unforeseen circumstances. Accordingly, some of the funds will have fund balance reserve targets which are not requirements but are considered to be goals of the City. The General Fund “Group of Funds” fund balance target will be considered appropriate in the amount of 20% of the current year’s operating appropriations for the General Fund “Group of Funds”. The budgetary fund balance of the General Fund, the Economic Stability Fund, Preservation Reserve Fund, Affordable Housing Fund, Community Benefit Agreement Fund, Assessment Revenue Fund, Arts in Public Places Fund, Downtown Open Space Fund, Employment Center - 2 Open Space, Revolving Energy Investment Fund, Technology and Infrastructure Fund, and Treasurer’s Accounts Funds are included within the General Fund “Group of Funds” fund balance for purpose of determining if the target has been achieved.

- b. In compliance with governmental accounting standards the following terminology will be used in reporting the City’s fund balances:

Nonspendable fund balance – amounts that are not in a spendable form (such as inventory and prepaids) or are required to be maintained intact (such as the corpus of an endowment fund).

Restricted fund balance – amounts constrained to specific purposes by external providers (such as grantors, bondholders, and higher levels of government).

Unrestricted fund balance:

Committed fund balance – amounts constrained to specific purposes by City Council resolution or ordinance. To be reported as committed, amounts cannot be used for any other purpose unless the City Council reverses or amends the applicable resolution or ordinance to remove or change the constraint.

Assigned fund balance – amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or recommended by the mayor/administration. There are two essential differences between committed fund balance and assigned fund balance. First, committed fund balance requires action by the City Council, whereas assigned fund balance allows that authority to be delegated to some other body or official. Second, formal action is necessary to impose, remove, or modify a constraint reflected in committed fund balance, whereas less formality is necessary in the case of assigned fund balance.

Unassigned fund balance – The General Fund, as the principal operating fund of the government, often will have net resources in excess of what can properly be classified in one of the four categories already described. If so, that surplus is presented as unassigned fund balance.

Budgetary fund balance – It is essential for the government to maintain an adequate level of working capital in certain operating funds to mitigate current and future risks and to ensure stable services and fees. The City’s budgetary fund balance calculation is based on a working capital outlook to determine current assets or resources less

liabilities that are reasonably expected to be realized in cash or consumed within one year. The City of St. Petersburg's budgetary fund balance includes the certain current balance sheet line items plus outstanding encumbrances (purchase orders) less unrealized gain and loss on investments (asset). Detail on the calculation is included in the *Budgetary Fund Balance Policies and Procedures*.

c. Fund Balance Reserve Target

- i. **The General Fund reserve target is 20% of the current year budgeted appropriations in that fund (excluding any internal transfers to other funds within the General Fund “Group of Funds”).** For purposes of determining if the target has been met, the budgetary fund balance of the General Fund “Group of Funds,” as defined in the Annual Comprehensive Financial Report, is compared with the annual appropriation. The General Fund “Group of Funds” includes; General Fund (0001), Preservation Reserve (0002), Affordable Housing (0006), Community Benefit Agreement Fund (0007), Economic Stability (0008), Assessment Revenue (1108), Art in Public Places (1901), Downtown Open Space (1902), Employment Center - 2 Open Space (1904), Revolving Energy Investment Fund (5007), Technology and Infrastructure Fund (5019), and Treasurer's Accounts Funds (6701 and 6801), as well as any additional funds that would be included in the future General Fund for financial reporting purposes per GASB Statement No. 54. There is further established a target of 14.67% of the current year adopted General Fund appropriations which is to remain in the core General Fund budgetary fund balance. Transfers to the General Capital Improvement Fund will be excluded from the target balance calculation. Only amounts over the 14.67% budgetary fund balance may be assigned or committed. There is also established a target for the Technology and Infrastructure Fund (5019) specific to the portion of fund balance associated with PC/laptop/tablet replacement contributions from departments.
- ii. **Other governmental funds of the City do not have specified fund balance targets.** Recommended levels of committed and/or assigned fund balance will be determined on a case by case basis, based on the needs of each fund and as recommended by city officials and approved by City Council.
- iii. **Fiduciary funds do not have fund balance targets.** These funds do not represent resources available to support city activities and it would be inappropriate to establish fund balance targets.
- iv. **Proprietary funds, which include both enterprise funds and internal service funds, have fund balance targets as shown in the list on the following page.** Proprietary funds do not report fund balance amounts. However, for the purpose of setting targets, estimated fund balance amounts will be determined based on a budgetary fund balance calculation performed by the Finance Department and the calculated amounts will be compared with the established targets.

In most cases the specific targets for proprietary funds are a percentage of the annual, appropriated budget for that fund, excluding any transfer to related capital improvement funds or related replacement funds. Percentage targets can also be described in terms of a number of months of operating costs. For example, a fund balance reserve target equal to 8.3% is the same as a reserve target equal to one

month of operating expenditures; 16.7% equals two months expenditures and 25% equals three months.

A few proprietary funds have targets that are not based on annual operating costs. In those cases, there will be a notation as to what the target is based on. An example is the Equipment Replacement Fund which has a target equal to 20% of the replacement cost of the equipment in the fund. The reason for the different approach is because this fund accounts for equipment that needs to be protected from loss due to natural disaster. Additionally, the fund balance target of three insurance funds, General Liability Claims, Workers' Compensation and Health Insurance Funds, is set annually as the result of an actuarial study that looks at both short-term and long-term funding requirements. The Health Insurance Fund target will take into consideration the Florida Statutory requirement of 16.67% of the annual appropriation but is more conservative at 25% (or 90 days).

Some of the enterprise funds receive an annual subsidy from the General Fund. In those cases, there is no established fund balance target for the subsidized fund. If the fund becomes self-supporting, and remains unsubsidized for three years, a fund balance target will be established.

Unless otherwise noted, the following targets are a percentage of the annual, appropriated budget.

Enterprise Funds

For the following four public utilities funds, the fund balance targets shall be in accordance with the annual rate study and in compliance with the Public Utility Bond Resolutions.

*^Water Resources – 25% (8.3% in operating fund, 16.7% in water cost stabilization fund)

Water Resources Equipment Replacement Fund – 20% of equipment replacement cost

*^Stormwater Utility Fund – 16.7%

Stormwater Equipment Replacement Fund – 20% of the equipment replacement cost

^Sanitation Operating Fund – 16.7%

Sanitation Equipment Replacement Fund – 20% of equipment replacement cost

Airport – no target

*Marina – 8.3%

*Golf Courses – 8.3%

Jamestown – no target

Port – no target

Parking Fund – no target¹

Mahaffey Theater Fund – no target¹

Pier Fund – no target¹

Coliseum Fund – no target¹

Sunken Gardens Fund – 8.3%¹

Tropicana Field Fund – no target¹

¹*These funds were reclassified from special revenue funds to enterprise funds, effective with the fiscal year 2010 financial statements and the fiscal year 2011 budget.*

* Transfers to capital improvement fund excluded from target balance calculation.

^Transfers to equipment replacement fund excluded from target balance calculation.

Internal Service Funds

- Fleet Management Fund – 8.3%
- Equipment Replacement Fund – 20% of equipment replacement cost
- Municipal Office Buildings Fund – 8.3%
- Department of Technology Services – 8.3%
- Supply Management Fund – 8.3%
- Health Insurance Fund – 25%
- Life Insurance Fund – 8.3%
- General Liability Claims Fund – Set by the 75% confidence level of the annual actuarial study taking into consideration the annual appropriation amount of the fund.
- Commercial Insurance Fund – 50%
- Workers' Compensation Fund – Set by the 75% confidence level of the annual actuarial study taking into consideration the annual appropriation amount of the fund.
- Billing and Collections Fund – 8.3%

d. Other General Policies

- i. The balances of each fund will be maintained by using a conservative approach in estimating revenues and expenditures/expenses, based on historical and/or projected costs.
- ii. Funds which exceed their established fund balance target by 10% or more for two consecutive years will be reviewed and, if appropriate and permitted by law, the amount over target will be transferred to the General Fund, or other fund of the City, with approval of City Council.
- iii. Funds which fall below their established fund balance target by 10% or more for two consecutive years will be reviewed by administration. If it is determined that the fund balance target level is still appropriate, a corrective action plan to restore the fund to the appropriate level will be submitted to City Council for their approval.
- iv. All fund balance targets will be reviewed annually, as part of the budget process, to determine if adjustments need to be made.

B. *SPECIFIC GUIDELINES FOR INDIVIDUAL FUNDS*

1. General Fund:

- a. The General Fund is the principal operating fund of the City and will account for activities that are not reported in another type of fund.
- b. It is the objective of the City to pay operating expenses of the General Fund from sources other than ad valorem taxes. Only when non-ad valorem tax sources of revenue are inadequate to support services at desired levels should ad valorem taxes be considered for assessment. Ad valorem taxes, after the required contributions to the City's Tax Increment Financing (TIF) districts, shall be allocated to cover the cost of providing public safety to the City. These revenues will first be used to fund the Police Department's annual budget with the excess (to the extent there is an excess) applied toward Fire Rescue Department's annual budget.
- c. Service charges and fees for all General Fund services will be analyzed to ensure an appropriate proportional recovery of direct costs and overhead.

- d. Available funds accruing in an Enterprise Fund which are not needed for working balance or future planned improvements may, at City Council's discretion, be transferred to the General Fund as an annual, budgeted return on investment or equity, except where prohibited by bond covenants or other legal requirements. This will be encouraged wherever feasible.
 - e. There may be circumstances where the City may use available resources in the General Fund in excess of the stated targets for a fiscal year to prepay future required actuarially determined City contributions to the pension plans. Such a circumstance would be advantageous when there is a decrease in market value compared to expected return, salary increases and cost of living adjustments higher than expected from the prior year plan, and updated assumptions were drivers to this increase. The strategic use of available resources in the General Fund in excess of the stated targets in a fiscal year will reduce the estimated appropriation needed in the future fiscal year.
2. Special Revenue Funds:
- a. Special revenue funds will be used to account for and report the proceeds of specific sources that are restricted, committed, or assigned to expenditure for specified purposes other than debt service or capital projects.
 - b. The Emergency Medical Services Fund will be budgeted to be fully supported by revenue from Pinellas County.
 - c. The Building Permit Special Revenue Fund will have as a target balance the average of the operating budget for the previous four fiscal years in accordance with F.S. 553.80 (which includes the changes set forth in 2019-75 Laws of Florida).
3. Capital Projects Funds:
- a. Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition of construction of capital facilities and other capital assets.
 - b. Exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.
4. Debt Service Funds:
- a. Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
 - b. Should be used to report resources if legally mandated.
 - c. Are financial resources that are being accumulated for principal and interest maturing in future years should also be reported in debt service funds.
5. Permanent Funds:
- a. Are used to account for and report resources that are restricted to the extent that only earnings, not principal, may be used for purposes that support the City's programs.
 - b. Do not include private purpose trust funds which are used to account for and report situations where the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments.

6. Enterprise Funds:

- a. Enterprise funds will be used to account for those activities where the costs are expected to be funded substantially by external (non-city department) user fees and charges.
- b. Enterprise funds will pay the General Fund their proportionate share of the cost of general administrative departments and a payment-in-lieu-of-taxes, which will be computed in a fashion that will relate the tax to a comparable commercial use, as limited by outstanding bond resolutions. (Public Utilities bond restrictions limit payments-in-lieu-of-taxes to fifteen percent (15%) of gross revenues).

Water Resources (water, reclaimed water, and sewer), Stormwater, Sanitation, Golf Course, Airport, and Marina, are able to produce sufficient revenue from their service charges to fully recover all direct operating costs and overhead, plus provide for debt service and major capital outlay. Initial startup of operations or specific circumstances may require an individual enterprise to be subsidized for a limited period of time; however, it is fully expected that these operations will be totally self-supporting over time and will repay any subsidy to the General Fund, as revenues permit.

- i. Service charges, rent and fee structures will be established so as to ensure recovery of all costs.
- ii. The requirements of the enterprise operating funds will include all expenses of the operations (salaries, benefits, services, commodities, and capital outlay), including allocation of general and administrative costs and payment-in-lieu-of-taxes, as well as any transfers to capital project funds, debt service funds or return on investment/equity.
- iii. A review of cost of service and rate structures for Water Resources (water, sewer, and reclaimed water), Stormwater and Sanitation charges will be performed on an annual basis. The recommended budget will set forth the cost requirements to be recovered by the service charges that will be based on the cost of services provided. The impact of such cost of services on rate schedules charged for such services shall be presented to City Council in a timely manner to allow review and analysis prior to Council approval.
- iv. Any return on equity for these operations shall be computed using a methodology similar to that used by the Florida Public Service Commission.
- v. The Airport, Port, Golf Course, and Marina fee structures will be reviewed on an annual basis and will relate to competitive rates in other local private and public operations, and to the City's operating and capital plan requirements.
- vi. As provided for in section 3, it shall be the goal of the Golf Course and Marina Enterprises to return to the General Fund an annual return on investment (ROI). This return on investment may vary in amount from year to year to assure that the necessary capital improvements are made to maintain high quality golf course and marina facilities, with needed improvements taking priority over the return on investment.
- vii. The Jamestown fee structure will be reviewed on an annual basis and will relate to competitive rates in similar facilities, the anticipated level of federal assistance to tenants, and to the City's operating and capital plan requirements.

- viii. The Parking Fund shall be used to account for operating revenue and expenditures, and capital outlay and debt service transfer requirements, associated with city parking assets. Any funds not required for these purposes may be transferred to the General Fund.
 - ix. The Mahaffey Theater, Pier, Sunken Gardens, Tropicana Field, Coliseum, Port, and Jamestown Funds will be used to account for operating revenues, expenditures, and capital outlay associated with operating these facilities. The income generated by these facilities may not cover their costs and the shortfalls will require transfers from the General Operating Fund.
7. Internal Service Funds
- a. Internal service funds will be used to account for the cost of providing specific goods or services to city departments where those services can reasonably be apportioned to the users on a cost-reimbursement basis.
 - b. Charges to departments for internal services rendered will be sufficient to cover the total cost of performing services on an efficient basis. Rates or rate schedules for such charges shall be presented to City Council prior to planned date of implementation and shall be accompanied by an analysis and justification.
 - c. Included in the cost of furnishing services will be the replacement of equipment considering inflationary cost factors.
 - d. The use of, apportionment, and accounting of Internal Service Funds must comply with Generally Accepted Accounting Principles, City debt covenants, federal and state grant requirements, and any other legal restrictions on City funds.
8. Funds which are subsidized by the General Fund may be excused from paying general and administrative charges (G&A) and/or payment in lieu of taxes (PILOT), at the discretion of management, until the time that such funds would become self-supporting.

III. FISCAL POLICY ON INVESTMENTS

A. GENERAL GUIDELINES

The deposit and investment of all city monies is governed to the extent permitted by Section 2-102 and 2-104 of the City Code, and in accordance with the Restated City of St. Petersburg Investment Policy for Municipal Funds and the Alternate Investment Policy (Preservation Reserve Fund, Weeki Wachee Fund, Environmental Preservation Fund, Water Cost Stabilization Fund). The policies were prepared in accordance with Chapter 218.415, Florida Statutes, which governs the City's investment activities. The policies are included as part of the overall City's Fiscal Policies.

IV. FISCAL POLICY FOR CAPITAL EXPENDITURES AND DEBT FINANCING

A. *ALL FUNDS*

1. Revenue
 - a. Revenue projections for the one-year capital improvement program budget and five-year Capital Improvement Program Plan shall be based on conservative assumptions of dedicated fees and taxes, future earnings, and bond market conditions.
2. Requirements
 - a. Capital projects shall be justified in relation to the applicable elements of the City's Comprehensive Plan.
 - b. Estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project and shall take into consideration both life cycle costs as well as the initial cost where appropriate.
 - c. The impact of each project on the operating revenues and requirements of the City shall be analyzed as required by the General Fiscal Policy stated above.
 - d. Consistent with IRS regulations, timeframes for debt repayment will not exceed the average life of improvements.
3. Long Term Debt: Annual debt service payments will be level over the life of a bond issue, unless fiscal or other constraints dictate an alternative approach. A policy of full disclosure will be followed in all financial reports and official statements for debt.
4. Medium Term Debt: Lease-purchase methods, bonds or other debt instruments may be used as a medium-term (4 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The equipment or improvement must have an expected life of more than four years. The City will determine and utilize the least costly financing methods available. Such debt arrangements will be repaid within the expected life of the equipment or improvement acquired.
5. Short Term Debt: Short-term borrowing may be utilized for temporary funding of anticipated tax revenues, anticipated grant payments, anticipated bond proceeds, or other expected revenues. Anticipated funding is defined as an assured source with the anticipated amount based on conservative estimates. Such borrowing may utilize a short-term note maturing before the end of the current appropriation period. Other short-term debt, such as tax-exempt commercial paper, bond anticipation notes, tax anticipation notes, or grant anticipation notes, may be used when it provides immediate financing and an interest advantage, or delays long-term debt until market conditions are more favorable. The City will determine and utilize the least costly method for short-term borrowing. Short-term debt may be refunded in accordance with applicable federal laws.

B. *SPECIFIC GUIDELINES*

1. General Capital Improvements: General capital improvements, or those improvements not related to municipally owned enterprises, shall be funded from Governmental Fund revenues or fund balances, the sale of revenue bonds or general obligation bonds, and from special revenues, assessments, and grants.

- a. **Pay-As-You-Go Capital Improvements:** Pay-as-you-go capital improvements shall be funded from Governmental Fund revenues or fund balances, state and federal grants, special assessments, or other sources of revenue which may become available to the City. In the case of special assessments, abutting property owners shall pay for local neighborhood improvements, unless exempted by City Council. Major capital projects related to the delivery of general public services shall be paid from general purpose revenues.

The one-cent infrastructure sales surtax, approved by referendum in November 1989 and approved for second and third ten-year periods in March 1997 and March 2007, shall be used on a pay-as-you-go basis. The City will strive to allocate the sales surtax funds in approximately the same proportions as presented in the 1989, 1997, and 2007 referendum materials.

On November 7, 2017, the voters of Pinellas County reauthorized the Penny for Pinellas for a fourth ten-year period covering the years 2020 – 2030. Prior to the election, City Council debated and approved an updated allocation of future Penny for Pinellas resources. This updated allocation reflects the changing infrastructure needs from past rounds of Penny for Pinellas. The primary focus is on the core infrastructure of the City to include improvements to underground wastewater pipes, bridges, street and roads as well as sidewalks and seawalls. During the fourth round (2020 – 2030) the allocation of local option state sales surtax dollars will be made in the following general proportions:

Public Safety Improvements:	4.36 – 6.52%
Citywide Infrastructure Improvements:	73.77 – 84%
Recreation & Culture:	9.82 – 17.67%
City Facility Improvements:	1.25 – 2.61%

It is recognized that the allocation of funds in any given year of the program may vary significantly from these parameters due to prioritization and scheduling of projects, and that an amendment of these percentages may be needed to address any of the following factors, alone or in combination: changes or clarifications to applicable law, changing needs or priorities of the community, fluctuations in the actual amount of proceeds from the Penny Program, or availability of other sources of infrastructure funding.

- b. **Special Assessments:** When special assessments are used for general capital improvements, demolitions, lot clearing, or reclaimed water system extensions, the interest rate charged will be established by City Council consistent with state law.
- c. **Revenue Bond Debt Limit:** Sale of revenue bonds shall be limited to that amount which can be supported from non-ad valorem revenues, including covenant revenue debt. The total net annual governmental revenue bond debt service shall not exceed 25% of the total governmental purpose revenue and other funds available for such debt service, less all ad valorem tax revenues. Net annual debt service shall be gross annual debt service less estimated interest on debt service reserve accounts and funds from other governmental units designated for payment of such debt service.

- d. Private Activity Revenue Bonds: Private activity revenue bonds will be limited to the issuing authority of the St. Petersburg Health Facilities Authority. The St. Petersburg Health Facilities Authority will review all bond applications and submit a recommendation to the City Council. The City and its Health Facility Authority will not be obligated either directly or indirectly for any debt service requirements.
2. Enterprise Capital Improvements:
- a. Pay-as-you-go Improvements: Enterprise funds should support needed capital improvements on a pay-as-you-go basis to the greatest extent possible, except where analysis shows that it is in the City's best interest to issue debt for such improvements. Water Resources funds pay-as-you-go projects in accordance with the minimum bond covenant requirement and current fiscal policies. As initiated in its FY18 Utility Rate Study, the City's Public Utility shall set a target for funding utility capital improvements of 50% cash and other resources and 50% bond funding. This target continues as a general guideline for the City's program. ~~This target has been met.~~
 - b. Revenue Bond Debt Limit: Enterprise revenue bonds shall be used to finance revenue-producing capital facilities of the enterprise fund. Bond coverage will be provided from the enterprise revenue sources and may include General Fund revenue support. The City's Public Utilities revenue debt contains a minimum coverage requirement of 1.15 of net revenues (as defined in the bond documents), and the City uses a target of 2.0 net revenue coverage as a goal in its rate studies.
 - c. State Revolving Loan Fund: The Water Resources Fund has available a state-funded, below-market interest rate loan pool. This pool may be used whenever its use is feasible and in the best interest of the City.
3. Debt Issuance:
- a. The sale of debt shall be on a competitive basis if prudent. General and Non-general obligation debt financings may be sold on a negotiated basis if it is found that the sale by negotiation provides significant cost or other advantages.
 - b. Agreements with commercial banks or other financial entities may be entered into for purposes of acquiring lines of credit that will provide access to credit under terms and conditions judged prudent and advantageous.
 - c. Tax or Revenue Anticipation Notes will not be issued to fund operations. Cash will be managed in a fashion that will lessen the need for borrowing to meet working capital needs.
 - d. When financing a project, Bond Anticipation Notes may be issued if such notes will result in a financial benefit. Revenue bonds will be used whenever possible to finance public improvements which can be shown to be self-supported by dedicated revenue sources and needed for the infrastructure and economic development.
 - e. Tax-exempt debt, including but not limited to commercial paper, lines of credit or variable rate demand notes, may be issued when their use is judged prudent and advantageous. Careful consideration shall be used for any variable rate debt financing and would only be utilized when an independent financial advisor makes the recommendation in writing.

- i. Economic and cash flow projections for variable rate issues shall be calculated at the then applicable fixed rate.
- ii. Total variable rate debt shall be limited to 10 percent of total debt outstanding.
- iii. Annually, an analysis of each outstanding variable rate bond issue shall be undertaken to determine the advisability of converting the issue to fixed-rate debt.
- iv. Variable rate bonds shall be structured to protect against loss.
- v. As part of a disaster recovery plan or for interim financing purposes, the City may consider variable rate debt instruments (with such debt excluded from the 10 percent of total debt outstanding limit above). Such decision to use variable rate debt for these purposes should take into account short term cash flows needs, timing of FEMA/insurance reimbursements and the ability to meet IRS spenddown requirements.
- vi. The City should avoid any complex financing instruments involving variable debt
- f. Lease purchase or borrowing of funds to acquire assets will be considered appropriate only if it involves a major conversion from which the cost saving benefits will accrue in future years during the useful life of assets acquired by such methods. The lease approval checklist is available from the Finance Department and the department requesting a lease purchase or the borrowing of funds to acquire assets is required to complete such checklist. The Chief Financial Officer or her designee will review the completed checklist to determine if the lease agreement, as a debt instrument, or the borrowing of funds to acquire assets is prudent and advantageous for the City. Written approval from the Chief Financial Officer or her designee (along with all other required approvals) must be obtained before the City can execute (i) a lease agreement, as a debt instrument, in which the City is the lessee or (ii) loan document to borrow funds in order to acquire assets.

4. Debt Compliance:

- a. Any debt issued by the City through this policy is also subject to the City's Post-Issuance Compliance Policy for Tax-Exempt Bonds which addresses tax reporting and other tax compliance matters relating to City issued debt instruments, as well as the Policies and Procedures Relating to Primary and Continuing Disclosure Obligations Incurred in Connection with the Issuance of Public Debt.
- b. The Chief Financial Officer shall monitor debt compliance related matters on an annual basis as part of the City's overall financial audit and prepare a separate Debt Supplement Report that includes all debt obligations and any required disclosures.

V. FISCAL POLICY FOR ECONOMIC SUSTAINABILITY, RESILIENCY, RESPONSE AND RECOVERY

A. STABILIZATION FUNDS

Stabilization funds are a type of reserve fund maintained to offset economic downturns, natural disasters, and other unforeseen events. Governmental stabilization funds will be reported in the Annual Comprehensive Financial Report (ACFR) as committed fund balances in the appropriate fund and the level of funding will be reviewed annually by City Council. Additions to or reductions from a stabilization fund will be approved by City Council as part of the budget process or the supplemental appropriation process. Establishing the proper balances in stabilization funds will take into account risk exposure related to self-insurance and property insurance deductibles in the event of major storm damage to city assets. Transfers from stabilization funds will not be allowed if they would cause the fund to be in a deficit position. The City maintains two stabilization arrangements, the “Economic Stability Fund” and the “Water Cost Stabilization Fund”.

Permitted uses of this fund have been established by City Council with Resolution 2003-480 as amended by a new resolution adopted by City Council on August 26, 2010, by Resolution 2010-442. A portion of the balance in the Water Cost Stabilization Fund is pledged to meet two months (16.7%) of the three month (25%) fund balance reserve target established for the Water Resources Operating Fund. Permitted uses of this fund have been established by Resolution 91-549 for Revenue Bond Series 1999 as amended by Resolution 2008-257.

B. ECONOMIC STABILITY FUND

Balances in the Economic Stability Fund represent committed fund balances which are available for expenditure only with the approval of City Council and under the following conditions:

1. The Economic Stability Fund may be used in the event of an estimated budget shortfall amounting to more than 2% of the most recent adopted budget. Only the amount of the shortage above 2% may be taken from the Economic Stability Fund, while other budget balancing measures will be employed to offset budget shortfalls up to and including 2%. If the 2% threshold has been met, the appropriate amount of resources to utilize from the Economic Stability Fund may take into account the economic climate, including the local unemployment rate, inflation rate, rate of personal income growth, assessed property values, and other factors as determined to be appropriate.
2. The Economic Stability Fund may be used in the event of damage to city property or loss of city assets due to disasters such as hurricane, tornado, flood, wind, terrorism, public health emergency, or other catastrophic events when such an event results in a declaration of a state of emergency. Other funds of the City, such as the Equipment Replacement Funds, the Self Insurance Fund and the Technology/Infrastructure Fund will be used first, as appropriate to the circumstances, before relying on the Economic Stability Fund.
3. The Economic Stability Fund may be used to provide short-term (one year or less) advances, or long-term loans exceeding one-year in length, to other funds of the City for shortfalls due to economic impacts or for other purposes, as recommended by the mayor and approved by City Council. A plan for repayment of the funds will be established before any such advance or loan is made.

- a. There is currently a credit facility to loan funds from the Economic Stability Fund to Affordable Housing Projects with a limit of \$10M and a ten-year repayment schedule from the General Fund. Before increasing this limit in the future, other funds of the City, such as the Affordable Housing Fund, Housing Capital Improvement Fund, and the various state and federal grant funds will be used first, as appropriate to the circumstances, before relying on the Economic Stability Fund.
4. When economic stability funds are used for any purpose, the fund will be replenished in an amount to meet the fund balance target, either from the fund for which the resources were required or from another fund of the City, within the time frame recommended by the Mayor or City Administrator and approved by City Council.

C. WATER COST STABILIZATION FUND

Balances in the Water Cost Stabilization Fund represent committed fund balances which are available for expenditure only with the approval of City Council and under the conditions specified in Resolution 91-549 for Revenue Bond Series 1999 as amended by Resolution 2008-257 for the Water Cost Stabilization Fund.

D. FISCAL SUSTAINABILITY AND THE CITY'S INTEGRATED SUSTAINABILITY ACTION PLAN

1. The City's Integrated Sustainability Action Plan (ISAP) was approved by City Council on April 18, 2019, and the goals and actions are incorporated into the City's fiscal policies.

2. The plan includes the following:

Sustainability Action Implementation

Early action for equity and racial justice work
 Economic development and workforce development
 Built Environment
 Climate & Energy
 Economy & Jobs
 Education, Arts & Community
 Equity & Empowerment
 Health & Safety
 Natural Systems
 Innovation & Process Improvement
 Community & Business Partnerships

3. The City's fiscal policies and financial planning process are designed to incorporate the ISAP plan with a focus on the City's long-term fiscal sustainability through proper planning, prioritization, and processes.

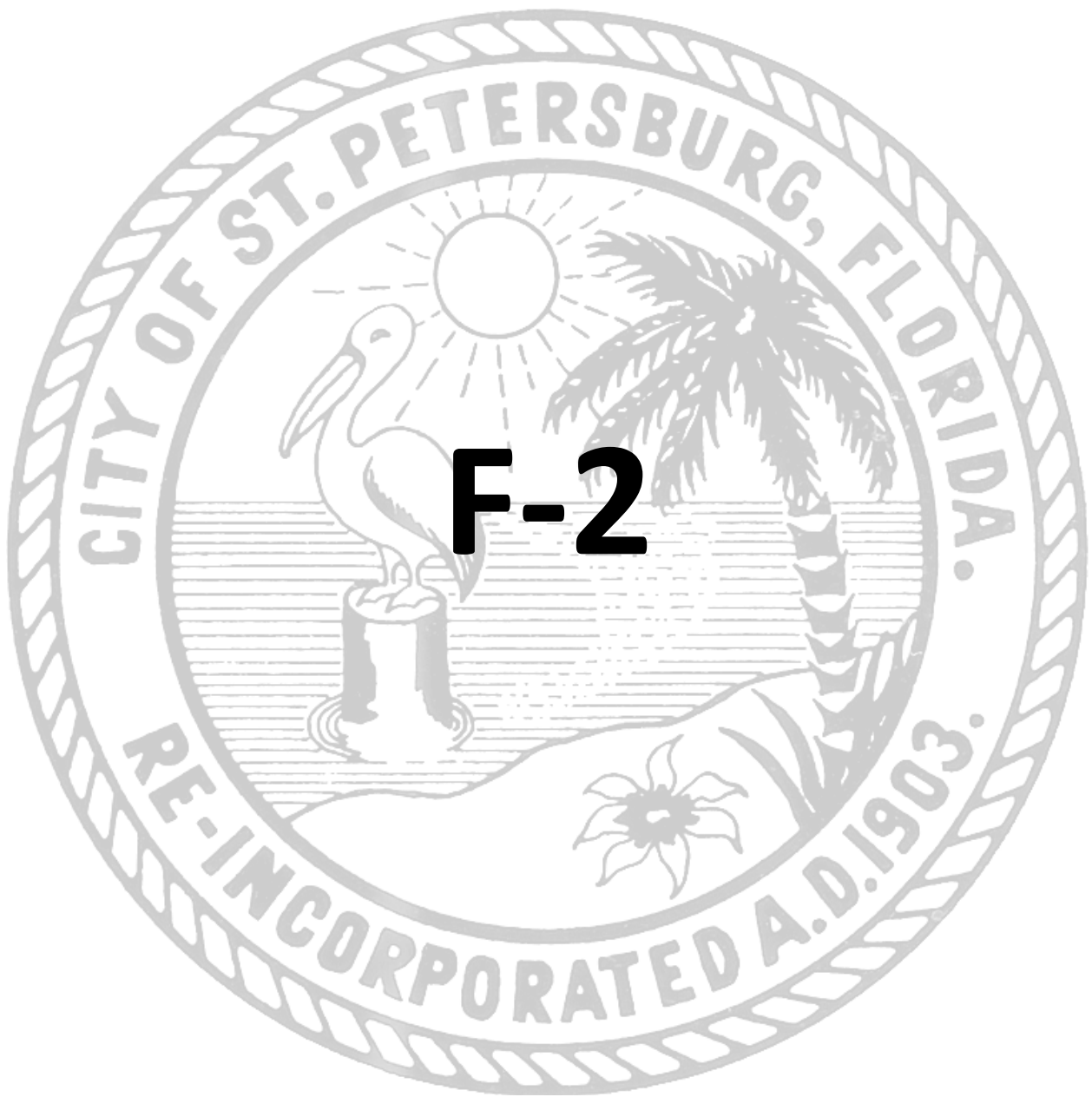
E. EMERGENCY FISCAL RESPONSE

1. In the event of a declared state of emergency where the effects have resulted in significant damage to city property and facilities, the following Emergency Fiscal Response framework shall be activated.
 - a. The City Administrator will activate an Emergency Fiscal Response team, who will be responsible for the coordination of citywide fiscal response efforts.

- b. The Emergency Fiscal Response team will include the City Administrator and/or Assistant City Administrator, Chief Financial Officer, Director of Debt Financing, Budget and Management Director, and City Auditor.
 - c. Following the requirements for a declared emergency, the team will review the funding requirements for the response efforts, and upon required approvals, expend in the following order:
 - i. Current departmental operational budgets for emergency protective measures and other required responses during the initial response to the emergency.
 - ii. Accumulated fund balances in excess of target amounts in the respective operating funds.
 - iii. Other funds of the City, such as the Equipment Replacement Funds, the Self Insurance Fund, and the Technology and Infrastructure Fund will be used first, as appropriate to the circumstances, before relying on the Economic Stability Fund.
 - d. The use of the Economic Stability Fund may be used for declared emergencies, or for commercial insurance deductibles as per policy.
 - e. Any recoveries or reimbursements shall be applied as required by grant agreements, debt agreements or covenants, insurance or other requirements or restrictions. Any amount remaining after the requirements or restrictions shall be deposited into the General Fund.
2. In lieu of or in conjunction with the use of funds described above, the City may also consider issuance of recovery related debt including notes, bonds or lines of credit as described in the debt issuance section above.

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute Field Order No. 26-KRV-SDI-001(CSA) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Kamminga & Roodvoets, Inc. (Contractor), for Contractor to provide construction services related to the 7th Street North, 50th Avenue North, and Vicinity Storm Drainage Improvements Part 1 Project in an amount not to exceed \$6,064,229 (ECID Project No. 19045-110; Oracle No. 16711); and providing an effective date.

Please scroll down to view the backup material.



F-2

ST. PETERSBURG CITY COUNCIL

Report

Meeting of September 3, 2026

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Field Order No. 26-KRV-SDI-001(CSA) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Kamminga & Roodvoets, Inc. (“Contractor”), for Contractor to provide construction services related to the 7th Street North, 50th Avenue North, and Vicinity Storm Drainage Improvements Part 1 Project in an amount not to exceed \$6,064,229 (ECID Project No. 19045-110; Oracle No. 16711); and providing an effective date.

EXPLANATION: *Increased intensity of rain events and increased frequency of higher tidal conditions has resulted in frequent flooding along 7th Street North, 50th Avenue North, and the surrounding area prompted the City of St. Petersburg to initiate the 7th Street North, 50th Avenue North, and Vicinity Storm Drainage Improvements Part 1 Project.*

The project will include construction of upgraded and upsized stormwater conveyance infrastructure along 7th Street North and 50th Avenue North. Construction generally includes new stormwater piping and structures, roadway and sidewalk reconstruction, curbing and pavement restoration, traffic signage and pavement markings, and installation of Hydroplanter systems for water-quality treatment.

This project is partially funded by a grant from the Southwest Florida Water Management District in the amount of \$2,728,500.

This project will be implemented as a continuing services agreement process.

On March 26, 2026, the City of St. Petersburg, Florida and Kamminga & Roodvoets, Inc. (“CSA”), entered into a Construction Services Agreement for CSA to provide miscellaneous construction services for stormwater and drainage improvement projects.

On August 6, 2026, City Council approved an increase of \$50,000,000 to the allocation for the Stormwater and Drainage Improvement Construction Services Agreements, increasing the total combined allocation from \$10,000,000 to an amount not to exceed \$60,000,000 for the initial three-year term. The increased allocation was based on projected work and fiscal year funding needs, including this project.

Field Order No. 26-KRV-SDI-001(CSA), in the amount of \$6,064,229.00, shall provide construction services for the 7th Street North, 50th Avenue North, and Vicinity Storm Drainage Improvements Part 1 Project. The work generally includes construction of new and upsized stormwater conveyance infrastructure and associated roadway, sidewalk, curb, pavement, traffic, and Hydroplanter improvements.

The hydroplanter improvements incorporated in this project will provide a landscaped stormwater treatment area that collect runoff from the street, provide some temporary storage and filtering through the soil and landscaping, and then connect back into the stormwater system. This type of green infrastructure

will provide some added drainage capacity and water-quality benefits while also adding a landscaped feature within the ROW.

A/E construction-phase engineering support services were previously authorized by City Council on December 4, 2025, through a separate amendment to the A/E Agreement.

While no additional remediation is anticipated, this does not resolve any unforeseen site conditions which may exceed the allowance thresholds.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Field Order No. 26-KRV-SDI-001(CSA) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Kamminga & Roodvoets, Inc. (“Contractor”), for Contractor to provide construction services related to the 7th Street North, 50th Avenue North, and Vicinity Storm Drainage Improvements Part 1 Project in an amount not to exceed \$6,064,229 (ECID Project No. 19045-110; Oracle No. 16711); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), 50th Avenue Northwest of 5th Street SDI Project (16711).

ATTACHMENTS: Resolution
Field Order No. 26-KRV-SDI-001(CSA)

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE FIELD ORDER NO. 26-KRV-SDI-001(CSA) TO THE CONSTRUCTION SERVICES AGREEMENT DATED MARCH 26, 2026 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KAMMINGA & ROODVOETS, INC. ("CONTRACTOR") FOR CONTRACTOR TO PROVIDE CONSTRUCTION SERVICES RELATED TO THE 7TH STREET NORTH, 50TH AVENUE NORTH, AND VICINITY STORM DRAINAGE IMPROVEMENTS PART 1 PROJECT IN AN AMOUNT NOT TO EXCEED \$6,064,229 (ECID PROJECT NO. 19045-110; ORACLE NO. 16711); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Kamminga & Roodvoets, Inc. ("Contractor") executed a construction services agreement on March 26, 2026 for A/E to provide miscellaneous construction services on a continuing basis for stormwater and drainage improvement projects; and

WHEREAS, Administration desires to issue Field Order No. 26-KRV-SDI-001(CSA) for Contractor to provide construction of a new and upsized stormwater conveyance infrastructure and associated roadway, sidewalk, curb, pavement, traffic and hydroplanter improvements related to the 7th Street North, 50th Avenue North, and Vicinity Storm Drainage Improvements Part 1 Project in an amount not to exceed \$6,064,229.

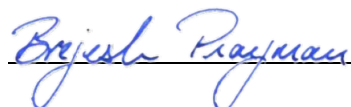
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Field Order No. 26-KRV-SDI-001(CSA) to the construction services agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Kamminga & Roodvoets, Inc. ("Contractor") for Contractor to provide construction services related to the 7th Street North, 50th Avenue North, and Vicinity Storm Drainage Improvements Part 1 Project in an amount not to exceed \$6,064,229.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00911565.DOCX

DEPARTMENT:



Engineering & Capital Improvements Department



Field Order – Construction Service Agreement (CSA)

Project Number:	19045-110
Project Title:	7th St N, 50th Ave N and Vicinity SDI Part 1
Contactor:	Kamminga & Roodvoets, Inc.
Field Order No.:	26-KRV-SDI-001 (CSA)
Date:	Click or tap to enter a date.

The following directive is given pursuant to Contract Standards Article “Issuance of Change Orders and Fields Orders”. The Contractors is hereby directed to proceed with this Field Order. In accordance with Contract Standards Article “Changes in the Work”, the Contractor must make written claim for an increase in the contract price or time within five (5) days, if so desired.

Directive: This Field order is authorization to proceed with construction of stormwater and drainage improvements along 7th Street North, 50th Avenue North, and vicinity, including new and upsized stormwater conveyance infrastructure, roadway and sidewalk reconstruction, curbing and pavement restoration, traffic signage and pavement markings, and Hydroplanter improvements presented in Kamminga & Roodvoets, Inc. proposal/bid which is attached. This work will not exceed \$6,064,229.00.

Small Business Enterprise goal: 17%

Required Completion Date: 395 days

Engineering Director:

Brejesh Prayman, P.E., Director

Comments: This field order authorizes work scope under Kamminga & Roodvoets, Inc., Stormwater and Drainage Improvements Contract, 26-KRV-SDI (CSA).

Date	Field Order Number	Authorized Dollar Amount	Required Completion Date
	26-KRV-SDI-001 (CSA)	\$6,064,229.00	

cc: Thomas Rice, Construction Manager

David Ojeda, Project Manager

Roger Johnson, Design Manager

, Inspector

Tina Dineen, Operational Specialist

, Coordinator/ Supervisor

Finance

Project File



ENGINEERING AND CAPITAL
IMPROVEMENTS DEPARTMENT
CITY OF ST PETERSBURG

APPROVED BY:

DATE:

7/23/2020

7th St N & 50th Ave N Stormwater Drainage Improvements
Project 19045-110





Approvals - gcc

Report • Printed on August 20, 2026

Approved

9/3 Council - Kamminga - 7th & 50th SDI - CSA Field Order

▼ Attachments



Kamminga - 7th & 50th SDI - C

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

8/20/2026 9:56:55 AM

BP

Step 1: Approved by

Brejesh Prayman

8/20/2026 9:44:22 AM

SJ

Requested by

Sarah B. Johnson

8/20/2026 9:43:52 AM



Approvals - gcc

Report • Printed on August 19, 2026

Approved

Pre-approval 9/3 Council - Kamminga - 7th & 50th SDI - CSA Field Order

PM - David Ojeda / Roger Johnson

▼ **Attachments**



Kamminga - 7th & 50th SDI - C

<https://stpete1-my.sharepoint.com/>

▼ **Final status: Approved**



Approved by
Claude Tankersley
Approved with edits

8/18/2026 2:26:17 PM



Requested by
Sarah B. Johnson

8/14/2026 8:24:07 AM

The following page(s) contain the backup material for Agenda Item: August 27, 2026 Health, Energy, Resilience, and Sustainability Committee - Action Item
Please scroll down to view the backup material.



H-1

COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: August 27, 2026

COUNCIL DATE: September 3, 2026

RE: August 27, 2026 Health, Energy, Resilience, and Sustainability Committee
Action Item – Report on Nuisance in the Childs Park Neighborhood

ACTION DESIRED:

Respectfully requesting a report item to City Council on the actions taken to address nuisance concerns in the Childs Park Neighborhood since August 2025, including an update on future cross-departmental coordination and corrective action plan to address the nuisance going forward.

Council Member Brandi Gabbard
Committee Chair
Health, Energy, Resilience, and Sustainability Committee

The following page(s) contain the backup material for Agenda Item: August 27, 2026 Economic and Workforce Development Committee - Action Item
Please scroll down to view the backup material.



H-2

COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: August 28, 2026

COUNCIL DATE: September 3, 2026

RE: August 27, 2026 Economic and Workforce Development Committee
Action Item – Remove Item from the EWD Referral List

ACTION DESIRED:

Respectfully requesting City Council approval to remove the following item from the Economic and Workforce Development referral list:

- Advanced Air Mobility (Harting)

Council Member Gina Driscoll
Committee Chair
Economic and Workforce Development Committee

The following page(s) contain the backup material for Agenda Item: Fiscal Year 2027 Tentative Budget and Proposed Millage Rate
Please scroll down to view the backup material.



J-1



OFFICE OF THE MAYOR

CITY OF ST. PETERSBURG

KENNETH T. WELCH, MAYOR

MEMORANDUM
CITY OF ST. PETERSBURG

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

From: Mayor Kenneth T. Welch 

Date: August 21, 2026

Subject: First Reading of FY27 Tentative Budget/Appropriations Ordinance and Report of Changes from the Recommended Budget

Background: This report provides material for adoption of the tentative budget for FY27 and contains material related to the Public Hearing scheduled for September 3, 2026, at 6:00 PM in City Council Chamber. At that hearing, staff will present the first reading of the FY27 Budget/Appropriations Ordinance and certain material that is statutorily required to comply with the "Truth in Millage" (TRIM) law. Final action on the FY27 budget is scheduled to take place at the conclusion of the second Public Hearing scheduled for September 17, 2026, at 6:00 PM in City Council Chamber.

Explanation: The Recommended Budget for FY27 was submitted to City Council on July 15, 2026. In accordance with statutory requirements, two public hearings have been scheduled (September 3rd and September 17th) to receive public comment on the FY27 budget. In preparation for the first Public Hearing, this report conveys the following material:

- Agenda for the September 3rd Public Hearing - providing statutory requirements Attachment A
- Listing and description of all substantive changes made to both projected revenues and anticipated expenditures for FY27 since submission of the Recommended Budget on July 15, 2026 Attachment B
- Resolution which adopts the proposed millage rate of 6.4525 mills Attachment C

- Recommended Budget/Appropriations Ordinance Attachment D
- Resolution which adopts the Recommended Budget/Appropriations Ordinance as the tentative budget at the first Public Hearing Attachment E

Adoption of Proposed Millage and Rolled Back Rate

The proposed aggregate millage rate adopted by City Council on July 23, 2026, was 6.4525 mills. The Recommended FY27 Budget included that proposed millage rate of 6.4525 which represents a 1.05% increase from the rolled back rate of 6.3854 mills. The rolled back rate is the rate that will generate approximately the same amount of revenue as the prior year given the current assessed property values (with exclusions provided by State Statute including new construction, newly annexed properties, etc.). City policy provides that ad valorem revenue will be estimated at 96% to allow for early payment discounts, uncollectibles, and value adjustment board revisions.

The proposed millage rate of 6.4525, which provides ad valorem revenue of \$243.691 million, along with the times and dates for the public hearings are advertised by the Pinellas County Property Appraiser via TRIM notices mailed to all property owners. At this first Public Hearing, Council will adopt the proposed millage rate, which cannot exceed the advertised millage rate of 6.4525 without taxpayer notification by mail, at the City's expense (s. 200.065(2)(d), F.S.). Council, can however, reduce the millage rate from the 6.4525 provided in the TRIM notices without additional notification or expense.

Council will also be asked to approve changes to the Recommended Budget which have occurred subsequent to July 15, 2026 and approve the FY27 Tentative Budget which includes these changes. Revenues and expenditure changes are detailed in the Recap of Changes (Attachment B). State Statutes require a very specific format for the adoption process which is provided in the Agenda shown in Attachment A.

General Information

Several important points may be helpful to Council members in reviewing the attached material. First, the recommended Ordinance sets appropriation levels for the General Fund, Special Revenue Funds, Enterprise Funds, Debt Service Funds, and for transfers between funds. It appropriates all Capital Project Funds for FY27, as provided for in the Recommended Capital Improvement Program with any proposed adjustments. Additionally, the Ordinance sets appropriations for Dependent Special Districts and establishes authorization levels for each of the City's Internal Service Funds. For Internal Service Funds only, the portion of funding provided from fund balance or other external funding sources to partially offset operational cost (if any) is included in the appropriation. The remaining portion of the Internal Service Funds does not require formal appropriation inasmuch as they are funded through charges to those departments which use their services. Setting an authorization level allows Council to establish a funding level for each internal service operation while avoiding duplicate appropriations.

Subsequent to development of the Recommended Budget, staff has continued to monitor revenue sources and evaluate both departmental budget requests and expenditure needs. As a result, changes are proposed in many funds. A summary of all of the changes is shown on the attached "Recap of Changes in the Recommended Budget for the Proposed Ordinance," Attachment B.

Recommendation/Action Required

It is recommended that City Council adopt the proposed millage rate of 6.4525 according to F.S. 200.065 and then approve the Recommended FY27 Budget/Appropriations Ordinance on first reading. During special session F, the Florida Legislature passed SB 4F which was signed by Governor DeSantis. This new law of Florida (2026-240) amended F.S. 200.065 related to the method of fixing millage. The adoption of the proposed millage rate will require a two-thirds vote of the membership of City Council (i.e., six votes) to pass. It is further recommended that City Council approve the resolution adopting the Recommended FY27 Budget/Appropriations Ordinance (as modified by the changes presented in Attachment B) as the tentative budget for the City of St. Petersburg for fiscal year ending September 30, 2027. Final action on the FY27 budget will occur at the conclusion of the September 17th Public Hearing.

ATTACHMENT A

FIRST PUBLIC HEARING ON THE FISCAL YEAR 2027 MILLAGE RATE AND BUDGET CITY OF ST. PETERSBURG, FLORIDA

City Council Chamber
St. Petersburg City Hall
Thursday, September 3, 2026
6:00 P.M.

AGENDA

- | | | | |
|----|--|------------------------------------|--|
| 1. | Call to Order; Opening of Public Hearing; Announcement of Purpose of Public Hearing. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: This is the start of the first public hearing on the Fiscal Year 2027 millage rate and budget. The purpose of this public hearing is to discuss the Mayor's Recommended Budget, approve a Proposed Millage Rate, and approve the Recommended Budget/Appropriations Ordinance for Fiscal Year 2027 as the tentative budget for Fiscal Year 2027. Prior to public comment, the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. That issue will be discussed by the Mayor and his staff after the title to the Budget/Appropriations Ordinance is read. |
| 2. | First Reading of Budget/ Appropriations Ordinance Title. | City Clerk | Read title of Budget/ Appropriations Ordinance. |
| 3. | Introductory Remarks. | Mayor Kenneth
T. Welch | General remarks. |
| 4. | Presentation on the Tentative FY 2027 Budget and rolled-back rate. | Budget Director
Liz Makofske | Brief power point presentation. First substantive issue to be discussed is the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any. The proposed millage is 6.4525. This rate represents an increase of 1.05% over the rolled-back rate of 6.3854. <i>FS 200.065 (2)(e)</i> . The reasons for the increase should be discussed at this point. |
| 5. | Receipt of Public Comment. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: This is the beginning of the public comment portion of the hearing. The general public shall be allowed to speak and ask questions prior to the adoption of the proposed millage rate and tentative budget by City Council. <i>FS 200.065(2)(e)</i> . |
| 6. | Close Public Comment. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: The public comment portion of the hearing is now closed. |

ATTACHMENT A

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|-----|---|------------------------------------|--|
| 7. | Council Comments, Discussion and Consideration of amendments to the Mayor's Recommended Budget. | Mayor and Council | If Council amends the Mayor's Recommended Budget so that there will be a requirement for there to be a change in the millage go to step 8, otherwise go to step 9. |
| 8. | Re-compute proposed millage rate if necessary. | Budget Staff | Compute proposed millage rate and make changes to resolutions and Budget/Appropriations Ordinance as required. <i>FS 200.065(2)(c)</i> |
| 9. | Announcement of proposed millage rate compared to the rolled-back rate. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: The proposed millage rate for the City of St. Petersburg is 6.4525 mills which is a 1.05 % increase over the rolled-back rate of 6.3854 mills. |
| 10. | Approve millage resolution. | City Council | Approve resolution setting proposed millage rate. This must be done before adopting tentative budget and must have a separate vote. Requires a two-thirds vote of the membership of City Council (i.e., six votes) to pass. <i>FS 200.065 (2)(d) & (e); FS 200.065(5)(a)</i> |
| 11. | Motion to approve Recommended Budget/Appropriations Ordinance on first reading and Resolution to approve the Budget/Appropriations Ordinance, as passed on first reading, as the tentative budget for the City of St. Petersburg. | City Council | <p>Adopt Mayor's Recommended Budget (with any amendments that have been approved) as the tentative budget in two steps.</p> <p style="margin-left: 40px;">a) Motion to pass the Recommended Budget/Appropriations Ordinance (as amended if amended) for the City of St. Petersburg Fiscal Year ending September 30, 2027 on first reading.</p> <p style="margin-left: 40px;">b) Motion to approve resolution adopting the Recommended Budget/Appropriations Ordinance, as passed on first reading, as the tentative budget for the City of St. Petersburg Fiscal Year ending September 30, 2027.</p> |
| 12. | Announcement of Date, Time, and Place of final public hearing. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: The final public hearing on the Fiscal Year 2027 millage rate and budget shall be on September 17, 2026, 6:00 p.m. in the City Council Chamber of City Hall. |
| 13. | Closing of first public hearing. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: The first public hearing on the Fiscal Year 2027 millage rate and budget is now closed. |

ATTACHMENT A

EXCERPTS FROM F.S. 200.065:

Paragraph (2)(c): "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, recompute its proposed millage rate, and publicly announce the percent, if any, by which the recomputed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

Paragraph (2)(e): "1. In the hearings required pursuant to paragraphs (c) and (d), the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. During such discussion, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions before adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate before adopting its tentative or final budget."

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ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

** CHANGES IN REVENUES **

General Operating Fund	Recommended	CHANGE	Tentative	REASONS
NO CHANGES				

Total General Fund Revenue	437,324,534	0	437,324,534
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** CHANGES IN REQUIREMENTS **

General Operating Fund	Recommended	CHANGE	Tentative	REASONS
City Clerk Department	1,698,615	470	1,699,085	An increase in budget due to an increase in fuel charges (\$470).
City Development Administration Department	3,416,341	10	3,416,351	An increase in budget due to an increase in fuel charges (\$10).
Codes Compliance Department	5,140,537	4,120	5,144,657	An increase in budget due to an increase in fuel charges (\$4,120).
Engineering and Capital Improvements Department	5,852,723	20	5,852,743	An increase in budget due to an increase in fuel charges (\$20).
Fire Rescue Department	55,022,768	50,080	55,072,848	An increase in budget due to an increase in fuel charges (\$50,080).
Housing and Community Development Department	3,778,285	60	3,778,345	An increase in budget due to an increase in fuel charges (\$60).
Library Department	11,168,935	1,480	11,170,415	An increase in budget due to an increase in fuel charges (\$1,480).
Marketing Department	4,073,751	180	4,073,931	An increase in budget due to an increase in fuel charges (\$180).
Mayor's Office Department	6,607,399	40	6,607,439	An increase in budget due to an increase in fuel charges (\$40).
Neighborhood Relations Department	806,145	1,070	807,215	An increase in budget due to an increase in fuel charges (\$1,070).
Parks and Recreation Department	59,787,113	74,740	59,861,853	An increase in budget due to an increase in fuel charges (\$74,740).
Planning Department	3,368,989	100	3,369,089	An increase in budget due to an increase in fuel charges (\$100).
Police Department	185,514,057	268,620	185,782,677	An increase in budget due to an increase in fuel charges (\$268,620).
Public Works Administration Department	1,661,157	180	1,661,337	An increase in budget due to an increase in fuel charges (\$180).
Stormwater, Pavement and Traffic Operations	10,382,640	16,036	10,398,676	An increase in budget due to an increase in fuel charges (\$45,140), which is partially offset by a decrease in budget due to FY26 position transaction changes (\$29,104).
Transportation and Parking Management Department	1,197,851	130	1,197,981	An increase in budget due to an increase in fuel charges (\$130).
Contingency	1,138,798	(417,336)	721,462	This item is the net change in contingency needed to balance the General Fund.

Total General Fund Requirements	437,324,534	0	437,324,534
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ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

OTHER FUNDS

** CHANGES IN REVENUES **

Fund	Recommended	CHANGE	Tentative	REASONS
Community Development Block Grant Fund (1111)	1,784,727	(3,693)	1,781,034	A decrease in revenue (\$3,693) to match the FY27 HUD allocation.
Emergency Solutions Grant Fund (1112)	157,232	(3,889)	153,343	A decrease in revenue (\$3,889) to match the FY27 HUD allocation.
Home Program Fund (1113)	1,054,691	17,796	1,072,487	An increase in revenue (\$17,796) to match the FY27 HUD allocation.
Water Resources Operating Fund (4001)	246,343,652	1,147,273	247,490,925	A net increase in rate revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. There are increases in Water Sales revenue (\$133,964), Wholesale Sewer revenue (\$2,229,429), and the transfer from the Water Debt Service Fund (\$560,984) which are partially offset by decreases in Wastewater revenue (\$1,408,882), Wholesale Water revenue (\$164,753), and permit fees (\$203,469).
Water Resources Debt Fund (4002)	55,166,226	537,523	55,703,749	An increase in debt service revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Stormwater Utility Operating Fund (4011)	55,150,601	(3,085,472)	52,065,129	A decrease in rate revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. The Stormwater Utility rate adjustment will be 8.50% for FY27 or \$3,110,472 less than what was anticipated in the prior year rate plan. This is partially offset by an increase in the transfer from the Stormwater Debt Service Fund (\$25,000).
Stormwater Debt Service Fund (4012)	5,940,303	(516,482)	5,423,821	A decrease in debt service revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Sanitation Operating Fund (4021)	74,377,586	(677,231)	73,700,355	A decrease in rate revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. The Sanitation rate adjustment will be 6.00% for FY27 or \$677,231 less than what was anticipated in the prior year rate plan.
Fleet Management Fund (5001)	23,200,823	847,950	24,048,773	An increase in fuel revenue due to the increase in fuel charges to departments (\$848,150) and an increase in AVL service fee revenue to match the Internal Service Fund (ISF) charges (\$100), which are partially offset by a decrease in repair and maintenance ISF revenue to match department charges (\$300).

** CHANGES IN REQUIREMENTS **

Fund	Recommended	CHANGE	Tentative	REASONS
Emergency Medical Services Fund (1009)	27,256,665	(7,381)	27,249,284	An decrease in budget due to FY26 position transaction changes (\$7,381).
Parking Revenue Fund (1021)	10,819,986	2,920	10,822,906	An increase in budget due to an increase in fuel charges (\$2,920).
Community Development Block Grant Fund (1111)	1,784,727	(3,693)	1,781,034	A decrease in budget (\$3,693) to match the FY27 HUD allocation.
Emergency Solutions Grant Fund (1112)	157,232	(3,889)	153,343	A decrease in budget (\$3,889) to match the FY27 HUD allocation.
Home Program Fund (1113)	1,054,691	17,796	1,072,487	An increase in budget (\$17,796) to match the FY27 HUD allocation.
Building Permit Special Revenue Fund (1151)	15,978,034	(77,653)	15,900,381	A decrease in budget due to FY26 position transaction changes (\$87,183), partially offset by an increase in fuel charges (\$9,530).
Mahaffey Theater Operating Fund (1201)	956,029	210	956,239	An increase in budget due to an increase in fuel charges (\$210).
Pier Operating Fund (1203)	6,833,098	2,580	6,835,678	An increase in budget due to an increase in fuel charges (\$2,580).
Sunken Gardens Fund (1207)	3,635,548	190	3,635,738	An increase in budget due to an increase in fuel charges (\$190).

ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

Fund	Recommended	CHANGE	Tentative	REASONS
Water Resources Operating Fund (4001)	248,000,370	(162,670)	247,837,700	A decrease in budget due to a decrease in the transfer to the Water Resources Capital Projects Fund (\$245,000), a decrease in the transfer to the Water Resources Debt Service Fund (\$152,477), and an increase in the Tampa Bay Water commodities (\$1,559) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. This decrease is partially offset by an increase in budget due to FY26 position transaction changes (\$129,498) and fuel charges (\$103,750).
Water Resources Debt Fund (4002)	50,674,253	560,984	51,235,237	An increase in budget due to an increase in the transfer to the Water Resources Operating Fund (\$560,984) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Stormwater Utility Operating Fund (4011)	54,209,655	(7,658,301)	46,551,354	Decreases in budget due to a decrease in the transfer to the Stormwater Drainage Capital Improvement Fund (\$7,950,000) and a decrease in the transfer to the Stormwater Debt Service Fund (\$516,482) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. There is also a decrease in budget due to a correction to the General Administration costs assigned to this fund (\$93,169). These decreases are partially offset by increases in engineering costs (\$790,000) and fuel charges (\$111,350).
Stormwater Debt Service Fund (4012)	4,396,847	25,000	4,421,847	An increase in budget due to an increase in the transfer to the Stormwater Utility Operating Fund (\$25,000) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Sanitation Operating Fund (4021)	73,979,986	237,599	74,217,585	An increase in budget due to an increase in fuel charges (\$144,430) and a correction to the General Administration costs assigned to the fund (\$93,169).
Airport Operating Fund (4031)	2,007,106	590	2,007,696	An increase in budget due to an increase in fuel charges (\$590).
Marina Operating Fund (4041)	5,043,202	990	5,044,192	An increase in budget due to an increase in fuel charges (\$990).
Golf Courses Operating Fund (4061)	6,554,944	770	6,555,714	An increase in budget due to an increase in fuel charges (\$770).
Jamestown Complex Fund (4081)	1,020,405	370	1,020,775	An increase in budget due to an increase in fuel charges (\$370).
Fleet Management Fund (5001)	23,051,685	1,450,474	24,502,159	An increase in budget due to increases in external fuel costs (\$1,436,504) and internal fuel charges (\$13,970).
Municipal Office Buildings Fund (5005)	5,919,584	150	5,919,734	An increase in budget due to an increase in fuel charges (\$150).
Technology Services Fund (5011)	22,965,821	(71,944)	22,893,877	A decrease in budget due to FY26 position transaction changes (\$72,084), partially offset by an increase in fuel charges (\$140).
Supply Management Fund (5031)	826,372	40	826,412	An increase in budget due to an increase in fuel charges (\$40).
Billing and Collections Fund (5201)	18,202,095	(23,064)	18,179,031	A decrease in budget due to FY26 position transaction changes (\$26,834), partially offset by an increase in fuel charges (\$3,770).

ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

CAPITAL IMPROVEMENT FUNDS

** CHANGES IN REVENUES **

Fund	Recommended	CHANGE	Tentative	REASONS
Water Resources Capital Projects Fund (4003)	111,980,000	490,000	112,470,000	Increases in revenue for capacity fees (\$490,000) and future borrowings (\$245,000), partially offset by a decrease in the transfer from the Water Resources Operating Fund (\$245,000) in order to maintain the 50/50 cash to debt funding ratio and to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Stormwater Drainage Capital Projects Fund (4013)	37,250,000	0	37,250,000	The FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026, changes the cash to debt funding ratio from 50/50 to 30/70 for FY27. The net change to revenue is zero, however, there are increases to the debt funding from future borrowings (\$7,450,000) and various grant revenues (\$500,000), which are offset by a decrease in the transfer from the Stormwater Utility Fund (\$7,950,000).

** CHANGES IN REQUIREMENTS **

Fund	Recommended	CHANGE	Tentative	REASONS
Water Resources Capital Projects Fund (4003)	111,980,000	490,000	112,470,000	An increase in the transfer to the Water Resources Debt Fund (\$490,000) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A PROPOSED
MILLAGE RATE FOR THE FISCAL YEAR
ENDING SEPTEMBER 30, 2027; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the amounts of money necessary to be raised from taxation to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2027 have been tentatively determined.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that it has been determined that in order to raise and produce the funds necessary to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2027, there is hereby levied for said year, the various taxes set out in Sections 1 and 2, inclusive of this Resolution, to wit:

SECTION 1. The proposed millage rate for the fiscal year ending September 30, 2027, is hereby fixed and adopted at 6.4525 mills on the dollar of the assessed value of property of every kind liable for or subject to taxation by the City of St. Petersburg, Florida.

SECTION 2. The proposed millage rate referred to in the preceding Section shall be levied for the following purposes:

Purpose

General Fund Operating Levy

Mills

6.4525

SECTION 3. The proposed millage rate adopted herein represents an increase of 1.05% over the rolled back rate of 6.3854 mills computed pursuant to the TRIM Act (Section 200.065, Florida Statutes, as amended).

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00911467

BUDGET:



ATTACHMENT D

ORDINANCE NO. 647-H

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2027; MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF ST. PETERSBURG, FLORIDA, INCLUDING ITS UTILITIES, AND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF REVENUE BONDS, AND OTHER OBLIGATIONS OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE DEPENDENT SPECIAL DISTRICTS OF THE CITY OF ST. PETERSBURG FLORIDA; ADOPTING THIS APPROPRIATIONS ORDINANCE AS THE BUDGET FOR THE CITY OF ST. PETERSBURG, FLORIDA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2027; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. That for payment of operating expenses and obligations of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2027, there is hereby appropriated out of any money in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies shown in the following schedules:

OPERATING FUNDS

GENERAL FUND

Police	185,782,677
Fire Rescue	55,072,848
Community Enrichment Administration	71,406,217
General Government Administration	82,631,701
Public Works Administration	17,912,756
City Development Administration	14,402,749
Housing and Neighborhood Services Administration	10,115,586
Total – General Fund	\$437,324,534

GENERAL FUND RESERVE

Affordable Housing	849,000
Preservation Reserve	72,500
Total – General Fund Reserve	\$921,500

ATTACHMENT D

ENTERPRISE FUNDS

Water Resources	247,837,700
Water Cost Stabilization	2,262,090
Water Equipment Replacement	4,579,015
Stormwater Utility	46,551,354
Stormwater Equipment Replacement	2,362,707
Sanitation	74,217,585
Sanitation Equipment Replacement	7,562,880
Parking Revenue	10,822,906
Mahaffey Theater	956,239
Pier	6,835,678
Coliseum	1,229,844
Sunken Gardens	3,635,738
Tropicana Field	3,804,758
Airport	2,007,696
Marina	5,044,192
Golf Course	6,555,714
Jamestown	1,020,775
Manhattan Casino	533,694
Port	<u>746,926</u>
Total – Enterprise Funds	\$428,567,491

SPECIAL REVENUE FUNDS

Emergency Medical Services	27,249,284
Local Housing Assistance (SHIP)	2,660,883
School Crossing Guard	450,000
Weeki Wachee	40,000
Opioid Settlement Proceeds	100,000
South St. Petersburg Redevelopment District	22,914,117
Downtown Redevelopment District	5,960,888
Assessments Revenue	6,111
Grant Funds (CDBG, HOME, ESG, NSP)	3,006,864
Miscellaneous Donation Funds	300,000
Building Permit Special Revenue	15,900,381
Local Law Enforcement State Trust	92,508
Federal Justice Forfeiture	66,325
Art in Public Places	<u>112,270</u>
Total – Special Revenue Funds	\$78,859,631

INTERNAL SERVICE FUND RESERVES

Fleet Management	453,386
Municipal Office Buildings	154,517
Technology Services	328,738
Technology and Infrastructure	1,337,201
Supply Management	104,534
Life Insurance	144,850

ATTACHMENT D

General Liabilities	298,507
Commercial Insurance	292,627
Workers' Compensation	2,536,890
Billing and Collections	<u>793,107</u>
Total – Internal Service Fund Reserves	\$6,444,357

DEBT SERVICE FUNDS

JP Morgan Chase Revenue Notes	2,780,395
Banc Of America Leasing & Capital LLC	226,000
Public Service Tax Debt Service	5,694,209
Water Resources Debt	51,235,237
Stormwater Debt Service	4,421,847
Sanitation Debt Service	<u>1,282,693</u>
Total – Debt Service Funds	\$65,640,381

TOTAL – OPERATING BUDGET APPROPRIATIONS	\$1,017,757,894
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SECTION 2. For the payment of capital improvements as set forth in the Capital Improvement Program (CIP) of the City of St. Petersburg, Florida for the fiscal year ending September 30, 2027, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies as shown in the following schedules:

CAPITAL IMPROVEMENT FUNDS

GENERAL CAPITAL IMPROVEMENT

Municipal Office Buildings Repairs and Improvements	3,700,000
Walter Fuller Capital Improvements	<u>125,000</u>
General Capital Total	\$3,825,000

HOUSING CAPITAL IMPROVEMENT

Affordable/Workforce Housing	<u>1,124,000</u>
Housing Capital Total	\$1,124,000

PUBLIC SAFETY CAPITAL IMPROVEMENT

Fire Engine 14/F424 Replacement	709,000
Ladder Truck 11/F491 Replacement	778,000
Police Take Home Vehicles	<u>480,000</u>
Public Safety Total	\$1,967,000

CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT

Bridge Life Extension Program	1,500,000
Affordable Housing Land Acquisition	1,500,000
Neighborhood Enhancement	150,000
Neighborhood Partnership Grants	75,000
Sanitary Sewer Annual Pipe CIPP Lining Program	1,000,000

ATTACHMENT D

Sanitary Sewer Annual Pipe Repair and Replacement	3,000,000
Alley and Roadway Reconstruction – Brick	700,000
Curb Replacement/Ramps	400,000
Sidewalk Reconstruction	1,300,000
Street and Road Improvements	8,775,000
Bicycle Pedestrian Facilities	100,000
Complete Streets (Also in Multimodal Impact and Parking and Transportation)	650,000
Neighborhood Transportation Management Program	200,000
Sidewalks – Expansion Program (Also in Multimodal Impact)	1,000,000
Sidewalks – Neighborhood and ADA Ramps	350,000
Seawall Renovation and Replacement	2,000,000
Transfer to Debt Service Fund (Bridge)	<u>867,680</u>
Citywide Infrastructure Total	\$23,567,680

RECREATION AND CULTURE CAPITAL IMPROVEMENT

Athletic Facilities Improvements	200,000
Mahaffey Theater Improvements	400,000
General Library Improvements	175,000
Obama Main Library Renovation	525,000
Maximo Restrooms and Maintenance Shed	400,000
Park Facilities Improvements	350,000
Parks Lighting Improvements	100,000
Play Equipment Replacement	800,000
Preserve Improvements	100,000
Roser Park Sidewalk Improvements	400,000
North Shore Aquatic Center ADA Improvements	300,000
Swimming Pool Improvements	400,000
Recreation Center Improvements	300,000
Transfer to Debt Service Fund (Shore Acres/Main Library)	<u>1,636,147</u>
Recreation and Culture Total	\$6,086,147

CITY FACILITIES CAPITAL IMPROVEMENT

Jamestown – Replace Exterior Structural Metal Work	150,000
City Facility HVAC Replacement/Upgrade	200,000
City Facility Roof/Waterproofing	650,000
Jamestown Complex – Roof Replacement	800,000
Fire Facilities Major Improvements	200,000
Infrastructure TBD	150,000
Transfer Repayment Debt Service (Jamestown Renovation)	<u>276,568</u>
City Facilities Total	\$2,426,568

MULTIMODAL IMPACT FEES CAPITAL PROJECTS

Downtown Intersection and Pedestrian Facilities	300,000
Traffic Safety Program	150,000
1 st Ave. S. Bikeway – 2 nd St. to 7 th St.	150,000

ATTACHMENT D

Complete Streets (Also in Citywide Infrastructure and Parking and Transportation)	550,000
Pinellas Trail Neighborhood Connections (Also in Bike Ped Safety Grants)	250,000
Sidewalk Expansion Program (Also in Citywide Infrastructure)	<u>50,000</u>
Multimodal Impact Fees Total	\$1,450,000

TAX INCREMENT FINANCING IMPROVEMENTS

Al Lang Stadium Improvements	<u>200,000</u>
Tax Increment Financing Total	\$200,000

WATER RESOURCES CAPITAL PROJECTS

Computerized System Improvements	650,000
Water Distribution System Improvements	29,905,000
Water Resources Building Improvements	8,050,000
Lift Station Improvements	8,400,000
Sanitary Sewer Collection System	12,450,000
Water Reclamation Facilities Improvements	22,400,000
Reclaimed Water System Improvements	975,000
Water Treatment/Supply	27,750,000
Transfer Capacity Fees to Debt	<u>1,890,000</u>
Water Resources Total	\$112,470,000

STORMWATER DRAINAGE CAPITAL PROJECTS

Bartlett Lake/Salt Creek Pump Station	8,000,000
Local-Scale Stormwater Mitigation Projects	5,000,000
Shore Acres Denver Storm Drainage Improvements	2,800,000
Stormwater Pump Stations	300,000
Stormwater System Resiliency Enhancements	1,000,000
Childs Park Pond Sump Modifications	150,000
Connecticut Ave. NE and Vicinity Resiliency Storm Drainage Improvements	15,000,000
Drainage Line Rehabilitation Replacement	2,000,000
Melrose Mercy Neighborhood Stormwater Improvements	250,000
MLK South of Salt Creek to 32 nd A/S Storm Drainage Improvements	2,500,000
Stormwater Vaults and Backflow Preventers	<u>250,000</u>
Stormwater Drainage Total	\$37,250,000

SANITATION CAPITAL PROJECTS

Sanitation CNG Refueling Station Upgrade	<u>450,000</u>
Sanitation Total	\$450,000

AIRPORT CAPITAL PROJECTS

Extend Runway 7-25 and Taxiway "D"	121,000
Taxiway "A" Rehabilitation	<u>1,880,000</u>
Airport Total	\$2,001,000

ATTACHMENT D

MARINA CAPITAL IMPROVEMENT

Marina Facility Improvements	200,000
North Basin Development	<u>250,000</u>
Marina Total	\$450,000

GOLF COURSE CAPITAL PROJECTS

Twin Brooks Driving Range Shade Structure	<u>150,000</u>
Golf Course Total	\$150,000

PARKING AND TRANSPORTATION CAPITAL IMPROVEMENT

Complete Streets (Also in Citywide Infrastructure and Multimodal Impact)	350,000
Parking Access Revenue Control Equipment	<u>750,000</u>
Parking and Transportation Total	\$1,100,000

BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS

Pinellas Trail Neighborhood Connections (Also in Multimodal Impact)	1,194,756
Salt Creek Trail Extension	<u>838,813</u>
Bicycle/Pedestrian Safety Total	\$2,033,569

TOTAL CIP FUNDS **\$196,550,964**

SECTION 3. For dependent districts of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2027, there are hereby appropriated from the monies and revenues of said districts the sum of monies shown on the following schedule:

DEPENDENT DISTRICTS

Health Facilities Authority	<u>5,000</u>
Total – Dependent Districts	\$5,000

SECTION 4. Within the appropriations in Section 1, the following allocations are authorized:

INTERNAL SERVICE ALLOCATIONS

Fleet Management	24,048,773
Equipment Replacement	11,400,206
Municipal Office Buildings	5,765,217
Technology Services	22,565,139
Technology and Infrastructure	1,423,509
Supply Management	721,878
Health Insurance	79,185,475
Life Insurance	927,129
General Liabilities Claims	3,279,038
Commercial Insurance	11,013,742
Workers' Compensation	6,063,928
Billing and Collections	<u>17,385,924</u>
Total – Internal Services	\$183,779,958

ATTACHMENT D

COMMUNITY SUPPORT ALLOCATIONS

Pinellas Safe Harbor	150,000
Social Action Funding Program	700,000
Homeless Leadership Alliance of Pinellas Board	25,000
Westcare Turning Point	125,000
Pinellas Hope	215,000
St. Vincent de Paul	148,633
Rapid Rehousing	400,000
Neighborhood Care Network (Meals on Wheels)	100,000
Childhood Homelessness Project	260,000
Contingency	15,000
Keep Pinellas Beautiful	15,000
Neighborhood Partnership Matching Grants	50,000
Mayor's Mini Grant Program	25,000
Stay Cool St. Pete (formerly Mayor's Tree Mini Grant Program)	100,000
New Year's Eve Fireworks	50,000
Localtopia	50,000
SoulFest	20,000
Arts Grants	557,000
Florida Orchestra	100,000
Poetry Festival	10,000
Sister City Initiative	40,000
Museum of History	75,000
Palladium	250,000
Arts Conservatory for Teens (ACT)	50,000
Arts Micro-Grants	50,000
Individual Artist Grants	60,000
Small Business Grants and Programs	150,000
Main Streets Program	220,000
Economic Development Corporation	150,000
City/Chamber Greenhouse Partnership	155,000
Qualified Target Industry Commitments	13,000
Target Industry Economic and Workforce Development Incentives Program	200,000
Business Recruitment Event Aid	40,000
Corporate Relocation and Expansion Grants	15,000
Youth Employment Program	400,000
Mayor's Future Ready Academy	500,000
Citywide Workforce Development Programming	61,000
Aid to Private Organizations – Sponsor/Donation	60,000
MLK Festival	230,000
MLK Community Day	50,000
Community Impact Grants and Programs	225,000
Youth Development Grants	130,000
Literacy/STEAM Programs	545,750
The Genius Lab	250,000

ATTACHMENT D

Community Food Grant Program	100,000
Healthy Neighborhood Store Program	122,500
Fluoride for Families	50,000
Sponsorships	5,000
CREST, Summit, and Ready Set Bid	23,000
Downtown Looper	20,000
Woodson African American Museum of Florida	107,000
Juneteenth	<u>10,000</u>
Total – Community Support	\$7,472,883

Subsidies:

Mahaffey Theater	729,336
Pier	1,497,000
Coliseum	419,836
Tropicana Field	1,940,420
Manhattan Casino	210,000
Port	254,836
Jamestown	<u>214,836</u>
Total – Subsidies	\$5,266,264

Debt and Transfers:

Debt	3,127,310
Economic Stability	500,000
Capital Improvement Funds	4,404,000
Tax Increment Funds	<u>29,826,353</u>
Total – Debt and Transfers	\$37,857,663

Contingency	\$721,462
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Total – Non-Departmental	\$51,318,272
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SECTION 5. The following categories are established as committed fund balances for future appropriation in the General Fund. The final amount will be determined subsequent to year-end when the actual results and ending balances for all funds has been determined. Commitment amounts can be changed by a resolution of City Council in accordance with the City Charter:

Operating Re-appropriations - Funds that are rolled over for purchases that could not be made in the previous year due to timing or other issues.

Land Sale Proceeds - This category was established to provide a funding source for acquiring property. Proceeds from the sale of City properties valued at less than \$20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by the City Council on February 21, 2002.

Qualified Target Industry (QTI) Tax Refund Program - This category was established to provide the City's share of payments over the next five years for the QTI program, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

ATTACHMENT D

Local Agency Program (LAP) - This category was established to provide the City's share of commitments for maintenance of City roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

Courtesy Docks and Slips - This category was established to provide the City's share of commitments for costs associated with the ordinary and routine maintenance of the Transient Visitor Dock and Slips until March 31, 2041 as a result of a grant agreement with the Florida Fish and Wildlife Conservation Commission (FFWCC).

Seagrass Mitigation Bank - This category was established to provide the City's measure of financial assurances to the United States Army Corps of Engineers that the Seagrass Mitigation Bank will be constructed and implemented in accordance with the terms and plans set forth in the federal permit pursuant to the Mitigation Banking Instrument for the North Shore Park Seagrass Mitigation Bank.

These commitment categories are effective as of the date of this Ordinance which is prior to the end of the Fiscal Year 2026.

SECTION 6. After the effective date of this Ordinance, changes to the allocation amounts listed in Section 4 may be accomplished in the same manner as changes to appropriations pursuant to City Charter Section 3.14.

SECTION 7. This Ordinance is related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget. Therefore, a business impact estimate was not required and was not prepared for this Ordinance.

SECTION 8. This Ordinance is hereby adopted as the budget for the City of St. Petersburg for the fiscal year ending September 30, 2027.

SECTION 9. In the event this Ordinance, or any line item, is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance, or any line item, 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:


00911701 First Reading & First Public Hearing

DEPARTMENT:



RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE
TENTATIVE BUDGET FOR THE FISCAL
YEAR ENDING SEPTEMBER 30, 2027; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a public hearing has been held on September 3, 2026, at 6:00 P.M.
on the tentative budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St.
Petersburg, Florida, that this Council hereby adopts Ordinance No. 647-H as passed on first
reading, which includes the Mayor's amendments to the recommended budget, as the tentative
budget for the fiscal year ending September 30, 2027.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00911469

BUDGET:





OFFICE OF THE MAYOR

CITY OF ST. PETERSBURG

KENNETH T. WELCH, MAYOR

MEMORANDUM
CITY OF ST. PETERSBURG

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

From: Mayor Kenneth T. Welch 

Date: August 21, 2026

Subject: First Reading of FY27 Tentative Budget/Appropriations Ordinance and Report of Changes from the Recommended Budget

Background: This report provides material for adoption of the tentative budget for FY27 and contains material related to the Public Hearing scheduled for September 3, 2026, at 6:00 PM in City Council Chamber. At that hearing, staff will present the first reading of the FY27 Budget/Appropriations Ordinance and certain material that is statutorily required to comply with the "Truth in Millage" (TRIM) law. Final action on the FY27 budget is scheduled to take place at the conclusion of the second Public Hearing scheduled for September 17, 2026, at 6:00 PM in City Council Chamber.

Explanation: The Recommended Budget for FY27 was submitted to City Council on July 15, 2026. In accordance with statutory requirements, two public hearings have been scheduled (September 3rd and September 17th) to receive public comment on the FY27 budget. In preparation for the first Public Hearing, this report conveys the following material:

- Agenda for the September 3rd Public Hearing - providing statutory requirements Attachment A
- Listing and description of all substantive changes made to both projected revenues and anticipated expenditures for FY27 since submission of the Recommended Budget on July 15, 2026 Attachment B
- Resolution which adopts the proposed millage rate of 6.4525 mills Attachment C

- Recommended Budget/Appropriations Ordinance Attachment D
- Resolution which adopts the Recommended Budget/Appropriations Ordinance as the tentative budget at the first Public Hearing Attachment E

Adoption of Proposed Millage and Rolled Back Rate

The proposed aggregate millage rate adopted by City Council on July 23, 2026, was 6.4525 mills. The Recommended FY27 Budget included that proposed millage rate of 6.4525 which represents a 1.05% increase from the rolled back rate of 6.3854 mills. The rolled back rate is the rate that will generate approximately the same amount of revenue as the prior year given the current assessed property values (with exclusions provided by State Statute including new construction, newly annexed properties, etc.). City policy provides that ad valorem revenue will be estimated at 96% to allow for early payment discounts, uncollectibles, and value adjustment board revisions.

The proposed millage rate of 6.4525, which provides ad valorem revenue of \$243.691 million, along with the times and dates for the public hearings are advertised by the Pinellas County Property Appraiser via TRIM notices mailed to all property owners. At this first Public Hearing, Council will adopt the proposed millage rate, which cannot exceed the advertised millage rate of 6.4525 without taxpayer notification by mail, at the City's expense (s. 200.065(2)(d), F.S.). Council, can however, reduce the millage rate from the 6.4525 provided in the TRIM notices without additional notification or expense.

Council will also be asked to approve changes to the Recommended Budget which have occurred subsequent to July 15, 2026 and approve the FY27 Tentative Budget which includes these changes. Revenues and expenditure changes are detailed in the Recap of Changes (Attachment B). State Statutes require a very specific format for the adoption process which is provided in the Agenda shown in Attachment A.

General Information

Several important points may be helpful to Council members in reviewing the attached material. First, the recommended Ordinance sets appropriation levels for the General Fund, Special Revenue Funds, Enterprise Funds, Debt Service Funds, and for transfers between funds. It appropriates all Capital Project Funds for FY27, as provided for in the Recommended Capital Improvement Program with any proposed adjustments. Additionally, the Ordinance sets appropriations for Dependent Special Districts and establishes authorization levels for each of the City's Internal Service Funds. For Internal Service Funds only, the portion of funding provided from fund balance or other external funding sources to partially offset operational cost (if any) is included in the appropriation. The remaining portion of the Internal Service Funds does not require formal appropriation inasmuch as they are funded through charges to those departments which use their services. Setting an authorization level allows Council to establish a funding level for each internal service operation while avoiding duplicate appropriations.

Subsequent to development of the Recommended Budget, staff has continued to monitor revenue sources and evaluate both departmental budget requests and expenditure needs. As a result, changes are proposed in many funds. A summary of all of the changes is shown on the attached "Recap of Changes in the Recommended Budget for the Proposed Ordinance," Attachment B.

Recommendation/Action Required

It is recommended that City Council adopt the proposed millage rate of 6.4525 according to F.S. 200.065 and then approve the Recommended FY27 Budget/Appropriations Ordinance on first reading. During special session F, the Florida Legislature passed SB 4F which was signed by Governor DeSantis. This new law of Florida (2026-240) amended F.S. 200.065 related to the method of fixing millage. The adoption of the proposed millage rate will require a two-thirds vote of the membership of City Council (i.e., six votes) to pass. It is further recommended that City Council approve the resolution adopting the Recommended FY27 Budget/Appropriations Ordinance (as modified by the changes presented in Attachment B) as the tentative budget for the City of St. Petersburg for fiscal year ending September 30, 2027. Final action on the FY27 budget will occur at the conclusion of the September 17th Public Hearing.

ATTACHMENT A

FIRST PUBLIC HEARING ON THE FISCAL YEAR 2027 MILLAGE RATE AND BUDGET CITY OF ST. PETERSBURG, FLORIDA

City Council Chamber
St. Petersburg City Hall
Thursday, September 3, 2026
6:00 P.M.

AGENDA

- | | | | |
|----|--|------------------------------------|--|
| 1. | Call to Order; Opening of Public Hearing; Announcement of Purpose of Public Hearing. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: This is the start of the first public hearing on the Fiscal Year 2027 millage rate and budget. The purpose of this public hearing is to discuss the Mayor's Recommended Budget, approve a Proposed Millage Rate, and approve the Recommended Budget/Appropriations Ordinance for Fiscal Year 2027 as the tentative budget for Fiscal Year 2027. Prior to public comment, the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. That issue will be discussed by the Mayor and his staff after the title to the Budget/Appropriations Ordinance is read. |
| 2. | First Reading of Budget/ Appropriations Ordinance Title. | City Clerk | Read title of Budget/ Appropriations Ordinance. |
| 3. | Introductory Remarks. | Mayor Kenneth
T. Welch | General remarks. |
| 4. | Presentation on the Tentative FY 2027 Budget and rolled-back rate. | Budget Director
Liz Makofske | Brief power point presentation. First substantive issue to be discussed is the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any. The proposed millage is 6.4525. This rate represents an increase of 1.05% over the rolled-back rate of 6.3854. <i>FS 200.065 (2)(e)</i> . The reasons for the increase should be discussed at this point. |
| 5. | Receipt of Public Comment. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: This is the beginning of the public comment portion of the hearing. The general public shall be allowed to speak and ask questions prior to the adoption of the proposed millage rate and tentative budget by City Council. <i>FS 200.065(2)(e)</i> . |
| 6. | Close Public Comment. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: The public comment portion of the hearing is now closed. |

ATTACHMENT A

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|-----|---|------------------------------------|--|
| 7. | Council Comments, Discussion and Consideration of amendments to the Mayor's Recommended Budget. | Mayor and Council | If Council amends the Mayor's Recommended Budget so that there will be a requirement for there to be a change in the millage go to step 8, otherwise go to step 9. |
| 8. | Re-compute proposed millage rate if necessary. | Budget Staff | Compute proposed millage rate and make changes to resolutions and Budget/Appropriations Ordinance as required. <i>FS 200.065(2)(c)</i> |
| 9. | Announcement of proposed millage rate compared to the rolled-back rate. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: The proposed millage rate for the City of St. Petersburg is 6.4525 mills which is a 1.05 % increase over the rolled-back rate of 6.3854 mills. |
| 10. | Approve millage resolution. | City Council | Approve resolution setting proposed millage rate. This must be done before adopting tentative budget and must have a separate vote. Requires a two-thirds vote of the membership of City Council (i.e., six votes) to pass. <i>FS 200.065 (2)(d) & (e); FS 200.065(5)(a)</i> |
| 11. | Motion to approve Recommended Budget/Appropriations Ordinance on first reading and Resolution to approve the Budget/Appropriations Ordinance, as passed on first reading, as the tentative budget for the City of St. Petersburg. | City Council | <p>Adopt Mayor's Recommended Budget (with any amendments that have been approved) as the tentative budget in two steps.</p> <p style="margin-left: 40px;">a) Motion to pass the Recommended Budget/Appropriations Ordinance (as amended if amended) for the City of St. Petersburg Fiscal Year ending September 30, 2027 on first reading.</p> <p style="margin-left: 40px;">b) Motion to approve resolution adopting the Recommended Budget/Appropriations Ordinance, as passed on first reading, as the tentative budget for the City of St. Petersburg Fiscal Year ending September 30, 2027.</p> |
| 12. | Announcement of Date, Time, and Place of final public hearing. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: The final public hearing on the Fiscal Year 2027 millage rate and budget shall be on September 17, 2026, 6:00 p.m. in the City Council Chamber of City Hall. |
| 13. | Closing of first public hearing. | Honorable Chair
Lisset Hanewicz | PUBLICLY ANNOUNCE: The first public hearing on the Fiscal Year 2027 millage rate and budget is now closed. |

ATTACHMENT A

EXCERPTS FROM F.S. 200.065:

Paragraph (2)(c): "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, recompute its proposed millage rate, and publicly announce the percent, if any, by which the recomputed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

Paragraph (2)(e): "1. In the hearings required pursuant to paragraphs (c) and (d), the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. During such discussion, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions before adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate before adopting its tentative or final budget."

00911336

ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

** CHANGES IN REVENUES **

General Operating Fund	Recommended	CHANGE	Tentative	REASONS
NO CHANGES				

Total General Fund Revenue	<u>437,324,534</u>	<u>0</u>	<u>437,324,534</u>
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** CHANGES IN REQUIREMENTS **

General Operating Fund	Recommended	CHANGE	Tentative	REASONS
City Clerk Department	1,698,615	470	1,699,085	An increase in budget due to an increase in fuel charges (\$470).
City Development Administration Department	3,416,341	10	3,416,351	An increase in budget due to an increase in fuel charges (\$10).
Codes Compliance Department	5,140,537	4,120	5,144,657	An increase in budget due to an increase in fuel charges (\$4,120).
Engineering and Capital Improvements Department	5,852,723	20	5,852,743	An increase in budget due to an increase in fuel charges (\$20).
Fire Rescue Department	55,022,768	50,080	55,072,848	An increase in budget due to an increase in fuel charges (\$50,080).
Housing and Community Development Department	3,778,285	60	3,778,345	An increase in budget due to an increase in fuel charges (\$60).
Library Department	11,168,935	1,480	11,170,415	An increase in budget due to an increase in fuel charges (\$1,480).
Marketing Department	4,073,751	180	4,073,931	An increase in budget due to an increase in fuel charges (\$180).
Mayor's Office Department	6,607,399	40	6,607,439	An increase in budget due to an increase in fuel charges (\$40).
Neighborhood Relations Department	806,145	1,070	807,215	An increase in budget due to an increase in fuel charges (\$1,070).
Parks and Recreation Department	59,787,113	74,740	59,861,853	An increase in budget due to an increase in fuel charges (\$74,740).
Planning Department	3,368,989	100	3,369,089	An increase in budget due to an increase in fuel charges (\$100).
Police Department	185,514,057	268,620	185,782,677	An increase in budget due to an increase in fuel charges (\$268,620).
Public Works Administration Department	1,661,157	180	1,661,337	An increase in budget due to an increase in fuel charges (\$180).
Stormwater, Pavement and Traffic Operations	10,382,640	16,036	10,398,676	An increase in budget due to an increase in fuel charges (\$45,140), which is partially offset by a decrease in budget due to FY26 position transaction changes (\$29,104).
Transportation and Parking Management Department	1,197,851	130	1,197,981	An increase in budget due to an increase in fuel charges (\$130).
Contingency	1,138,798	(417,336)	721,462	This item is the net change in contingency needed to balance the General Fund.

Total General Fund Requirements	<u>437,324,534</u>	<u>0</u>	<u>437,324,534</u>
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ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

OTHER FUNDS

** CHANGES IN REVENUES **

Fund	Recommended	CHANGE	Tentative	REASONS
Community Development Block Grant Fund (1111)	1,784,727	(3,693)	1,781,034	A decrease in revenue (\$3,693) to match the FY27 HUD allocation.
Emergency Solutions Grant Fund (1112)	157,232	(3,889)	153,343	A decrease in revenue (\$3,889) to match the FY27 HUD allocation.
Home Program Fund (1113)	1,054,691	17,796	1,072,487	An increase in revenue (\$17,796) to match the FY27 HUD allocation.
Water Resources Operating Fund (4001)	246,343,652	1,147,273	247,490,925	A net increase in rate revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. There are increases in Water Sales revenue (\$133,964), Wholesale Sewer revenue (\$2,229,429), and the transfer from the Water Debt Service Fund (\$560,984) which are partially offset by decreases in Wastewater revenue (\$1,408,882), Wholesale Water revenue (\$164,753), and permit fees (\$203,469).
Water Resources Debt Fund (4002)	55,166,226	537,523	55,703,749	An increase in debt service revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Stormwater Utility Operating Fund (4011)	55,150,601	(3,085,472)	52,065,129	A decrease in rate revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. The Stormwater Utility rate adjustment will be 8.50% for FY27 or \$3,110,472 less than what was anticipated in the prior year rate plan. This is partially offset by an increase in the transfer from the Stormwater Debt Service Fund (\$25,000).
Stormwater Debt Service Fund (4012)	5,940,303	(516,482)	5,423,821	A decrease in debt service revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Sanitation Operating Fund (4021)	74,377,586	(677,231)	73,700,355	A decrease in rate revenue to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. The Sanitation rate adjustment will be 6.00% for FY27 or \$677,231 less than what was anticipated in the prior year rate.
Fleet Management Fund (5001)	23,200,823	847,950	24,048,773	An increase in fuel revenue due to the increase in fuel charges to departments (\$848,150) and an increase in AVL service fee revenue to match the Internal Service Fund (ISF) charges (\$100), which are partially offset by a decrease in repair and maintenance ISF revenue to match department charges (\$300).

** CHANGES IN REQUIREMENTS **

Fund	Recommended	CHANGE	Tentative	REASONS
Emergency Medical Services Fund (1009)	27,256,665	(7,381)	27,249,284	An decrease in budget due to FY26 position transaction changes (\$7,381).
Parking Revenue Fund (1021)	10,819,986	2,920	10,822,906	An increase in budget due to an increase in fuel charges (\$2,920).
Community Development Block Grant Fund (1111)	1,784,727	(3,693)	1,781,034	A decrease in budget (\$3,693) to match the FY27 HUD allocation.
Emergency Solutions Grant Fund (1112)	157,232	(3,889)	153,343	A decrease in budget (\$3,889) to match the FY27 HUD allocation.
Home Program Fund (1113)	1,054,691	17,796	1,072,487	An increase in budget (\$17,796) to match the FY27 HUD allocation.
Building Permit Special Revenue Fund (1151)	15,978,034	(77,653)	15,900,381	A decrease in budget due to FY26 position transaction changes (\$87,183), partially offset by an increase in fuel charges (\$9,530).
Mahaffey Theater Operating Fund (1201)	956,029	210	956,239	An increase in budget due to an increase in fuel charges (\$210).
Pier Operating Fund (1203)	6,833,098	2,580	6,835,678	An increase in budget due to an increase in fuel charges (\$2,580).
Sunken Gardens Fund (1207)	3,635,548	190	3,635,738	An increase in budget due to an increase in fuel charges (\$190).
Water Resources Operating Fund (4001)	248,000,370	(162,670)	247,837,700	A decrease in budget due to a decrease in the transfer to the Water Resources Capital Projects Fund (\$245,000), a decrease in the transfer to the Water Resources Debt Service Fund (\$152,477), and an increase in the Tampa Bay Water commodities (\$1,559) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. This decrease is partially offset by an increase in budget due to FY26 position transaction changes (\$129,498) and fuel charges (\$103,750).

ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

Fund	Recommended	CHANGE	Tentative	REASONS
Water Resources Debt Fund (4002)	50,674,253	560,984	51,235,237	An increase in budget due to an increase in the transfer to the Water Resources Operating Fund (\$560,984) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Stormwater Utility Operating Fund (4011)	54,209,655	(7,658,301)	46,551,354	Decreases in budget due to a decrease in the transfer to the Stormwater Drainage Capital Improvement Fund (\$7,950,000) and a decrease in the transfer to the Stormwater Debt Service Fund (\$516,482) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026. There is also a decrease in budget due to a correction to the General Administration costs assigned to this fund (\$93,169). These decreases are partially offset by increases in engineering costs (\$790,000) and fuel charges (\$111,350).
Stormwater Debt Service Fund (4012)	4,396,847	25,000	4,421,847	An increase in budget due to an increase in the transfer to the Stormwater Utility Operating Fund (\$25,000) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Sanitation Operating Fund (4021)	73,979,986	237,599	74,217,585	An increase in budget due to an increase in fuel charges (\$144,430) and a correction to the General Administration costs assigned to the fund (\$93,169).
Airport Operating Fund (4031)	2,007,106	590	2,007,696	An increase in budget due to an increase in fuel charges (\$590).
Marina Operating Fund (4041)	5,043,202	990	5,044,192	An increase in budget due to an increase in fuel charges (\$990).
Golf Courses Operating Fund (4061)	6,554,944	770	6,555,714	An increase in budget due to an increase in fuel charges (\$770).
Jamestown Complex Fund (4081)	1,020,405	370	1,020,775	An increase in budget due to an increase in fuel charges (\$370).
Fleet Management Fund (5001)	23,051,685	1,450,474	24,502,159	An increase in budget due to increases in external fuel costs (\$1,436,504) and internal fuel charges (\$13,970).
Municipal Office Buildings Fund (5005)	5,919,584	150	5,919,734	An increase in budget due to an increase in fuel charges (\$150).
Technology Services Fund (5011)	22,965,821	(71,944)	22,893,877	A decrease in budget due to FY26 position transaction changes (\$72,084), partially offset by an increase in fuel charges (\$140).
Supply Management Fund (5031)	826,372	40	826,412	An increase in budget due to an increase in fuel charges (\$40).
Billing and Collections Fund (5201)	18,202,095	(23,064)	18,179,031	A decrease in budget due to FY26 position transaction changes (\$26,834), partially offset by an increase in fuel charges (\$3,770).

ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

CAPITAL IMPROVEMENT FUNDS

** CHANGES IN REVENUES **

Fund	Recommended	CHANGE	Tentative	REASONS
Water Resources Capital Projects Fund (4003)	111,980,000	490,000	112,470,000	Increases in revenue for capacity fees (\$490,000) and future borrowings (\$245,000), partially offset by a decrease in the transfer from the Water Resources Operating Fund (\$245,000) in order to maintain the 50/50 cash to debt funding ratio and to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.
Stormwater Drainage Capital Projects Fund (4013)	37,250,000	0	37,250,000	The FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026, changes the cash to debt funding ratio from 50/50 to 30/70 for FY27. The net change to revenue is zero, however, there are increases to the debt funding from future borrowings (\$7,450,000) and various grant revenues (\$500,000), which are offset by a decrease in the transfer from the Stormwater Utility Fund (\$7,950,000).

** CHANGES IN REQUIREMENTS **

Fund	Recommended	CHANGE	Tentative	REASONS
Water Resources Capital Projects Fund (4003)	111,980,000	490,000	112,470,000	An increase in the transfer to the Water Resources Debt Fund (\$490,000) to match the FY27 Utility Rate Study, conducted in FY26 and presented to City Council on August 13, 2026.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A PROPOSED
MILLAGE RATE FOR THE FISCAL YEAR
ENDING SEPTEMBER 30, 2027; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the amounts of money necessary to be raised from taxation to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2027 have been tentatively determined.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that it has been determined that in order to raise and produce the funds necessary to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2027, there is hereby levied for said year, the various taxes set out in Sections 1 and 2, inclusive of this Resolution, to wit:

SECTION 1. The proposed millage rate for the fiscal year ending September 30, 2027, is hereby fixed and adopted at 6.4525 mills on the dollar of the assessed value of property of every kind liable for or subject to taxation by the City of St. Petersburg, Florida.

SECTION 2. The proposed millage rate referred to in the preceding Section shall be levied for the following purposes:

Purpose

General Fund Operating Levy

Mills

6.4525

SECTION 3. The proposed millage rate adopted herein represents an increase of 1.05% over the rolled back rate of 6.3854 mills computed pursuant to the TRIM Act (Section 200.065, Florida Statutes, as amended).

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00911467

BUDGET:



ATTACHMENT D

ORDINANCE NO. 647-H

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2027; MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF ST. PETERSBURG, FLORIDA, INCLUDING ITS UTILITIES, AND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF REVENUE BONDS, AND OTHER OBLIGATIONS OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE DEPENDENT SPECIAL DISTRICTS OF THE CITY OF ST. PETERSBURG FLORIDA; ADOPTING THIS APPROPRIATIONS ORDINANCE AS THE BUDGET FOR THE CITY OF ST. PETERSBURG, FLORIDA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2027; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. That for payment of operating expenses and obligations of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2027, there is hereby appropriated out of any money in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies shown in the following schedules:

OPERATING FUNDS

GENERAL FUND

Police	185,782,677
Fire Rescue	55,072,848
Community Enrichment Administration	71,406,217
General Government Administration	82,631,701
Public Works Administration	17,912,756
City Development Administration	14,402,749
Housing and Neighborhood Services Administration	10,115,586
Total – General Fund	\$437,324,534

GENERAL FUND RESERVE

Affordable Housing	849,000
Preservation Reserve	72,500
Total – General Fund Reserve	\$921,500

ATTACHMENT D

ENTERPRISE FUNDS

Water Resources	247,837,700
Water Cost Stabilization	2,262,090
Water Equipment Replacement	4,579,015
Stormwater Utility	46,551,354
Stormwater Equipment Replacement	2,362,707
Sanitation	74,217,585
Sanitation Equipment Replacement	7,562,880
Parking Revenue	10,822,906
Mahaffey Theater	956,239
Pier	6,835,678
Coliseum	1,229,844
Sunken Gardens	3,635,738
Tropicana Field	3,804,758
Airport	2,007,696
Marina	5,044,192
Golf Course	6,555,714
Jamestown	1,020,775
Manhattan Casino	533,694
Port	<u>746,926</u>
Total – Enterprise Funds	\$428,567,491

SPECIAL REVENUE FUNDS

Emergency Medical Services	27,249,284
Local Housing Assistance (SHIP)	2,660,883
School Crossing Guard	450,000
Weeki Wachee	40,000
Opioid Settlement Proceeds	100,000
South St. Petersburg Redevelopment District	22,914,117
Downtown Redevelopment District	5,960,888
Assessments Revenue	6,111
Grant Funds (CDBG, HOME, ESG, NSP)	3,006,864
Miscellaneous Donation Funds	300,000
Building Permit Special Revenue	15,900,381
Local Law Enforcement State Trust	92,508
Federal Justice Forfeiture	66,325
Art in Public Places	<u>112,270</u>
Total – Special Revenue Funds	\$78,859,631

INTERNAL SERVICE FUND RESERVES

Fleet Management	453,386
Municipal Office Buildings	154,517
Technology Services	328,738
Technology and Infrastructure	1,337,201
Supply Management	104,534
Life Insurance	144,850

ATTACHMENT D

General Liabilities	298,507
Commercial Insurance	292,627
Workers' Compensation	2,536,890
Billing and Collections	<u>793,107</u>
Total – Internal Service Fund Reserves	\$6,444,357

DEBT SERVICE FUNDS

JP Morgan Chase Revenue Notes	2,780,395
Banc Of America Leasing & Capital LLC	226,000
Public Service Tax Debt Service	5,694,209
Water Resources Debt	51,235,237
Stormwater Debt Service	4,421,847
Sanitation Debt Service	<u>1,282,693</u>
Total – Debt Service Funds	\$65,640,381

TOTAL – OPERATING BUDGET APPROPRIATIONS **\$1,017,757,894**

SECTION 2. For the payment of capital improvements as set forth in the Capital Improvement Program (CIP) of the City of St. Petersburg, Florida for the fiscal year ending September 30, 2027, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies as shown in the following schedules:

CAPITAL IMPROVEMENT FUNDS

GENERAL CAPITAL IMPROVEMENT

Municipal Office Buildings Repairs and Improvements	3,700,000
Walter Fuller Capital Improvements	<u>125,000</u>
General Capital Total	\$3,825,000

HOUSING CAPITAL IMPROVEMENT

Affordable/Workforce Housing	<u>1,124,000</u>
Housing Capital Total	\$1,124,000

PUBLIC SAFETY CAPITAL IMPROVEMENT

Fire Engine 14/F424 Replacement	709,000
Ladder Truck 11/F491 Replacement	778,000
Police Take Home Vehicles	<u>480,000</u>
Public Safety Total	\$1,967,000

CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT

Bridge Life Extension Program	1,500,000
Affordable Housing Land Acquisition	1,500,000
Neighborhood Enhancement	150,000
Neighborhood Partnership Grants	75,000
Sanitary Sewer Annual Pipe CIPP Lining Program	1,000,000

ATTACHMENT D

Sanitary Sewer Annual Pipe Repair and Replacement	3,000,000
Alley and Roadway Reconstruction – Brick	700,000
Curb Replacement/Ramps	400,000
Sidewalk Reconstruction	1,300,000
Street and Road Improvements	8,775,000
Bicycle Pedestrian Facilities	100,000
Complete Streets (Also in Multimodal Impact and Parking and Transportation)	650,000
Neighborhood Transportation Management Program	200,000
Sidewalks – Expansion Program (Also in Multimodal Impact)	1,000,000
Sidewalks – Neighborhood and ADA Ramps	350,000
Seawall Renovation and Replacement	2,000,000
Transfer to Debt Service Fund (Bridge)	<u>867,680</u>
Citywide Infrastructure Total	\$23,567,680

RECREATION AND CULTURE CAPITAL IMPROVEMENT

Athletic Facilities Improvements	200,000
Mahaffey Theater Improvements	400,000
General Library Improvements	175,000
Obama Main Library Renovation	525,000
Maximo Restrooms and Maintenance Shed	400,000
Park Facilities Improvements	350,000
Parks Lighting Improvements	100,000
Play Equipment Replacement	800,000
Preserve Improvements	100,000
Roser Park Sidewalk Improvements	400,000
North Shore Aquatic Center ADA Improvements	300,000
Swimming Pool Improvements	400,000
Recreation Center Improvements	300,000
Transfer to Debt Service Fund (Shore Acres/Main Library)	<u>1,636,147</u>
Recreation and Culture Total	\$6,086,147

CITY FACILITIES CAPITAL IMPROVEMENT

Jamestown – Replace Exterior Structural Metal Work	150,000
City Facility HVAC Replacement/Upgrade	200,000
City Facility Roof/Waterproofing	650,000
Jamestown Complex – Roof Replacement	800,000
Fire Facilities Major Improvements	200,000
Infrastructure TBD	150,000
Transfer Repayment Debt Service (Jamestown Renovation)	<u>276,568</u>
City Facilities Total	\$2,426,568

MULTIMODAL IMPACT FEES CAPITAL PROJECTS

Downtown Intersection and Pedestrian Facilities	300,000
Traffic Safety Program	150,000
1 st Ave. S. Bikeway – 2 nd St. to 7 th St.	150,000

ATTACHMENT D

Complete Streets (Also in Citywide Infrastructure and Parking and Transportation)	550,000
Pinellas Trail Neighborhood Connections (Also in Bike Ped Safety Grants)	250,000
Sidewalk Expansion Program (Also in Citywide Infrastructure)	<u>50,000</u>
Multimodal Impact Fees Total	\$1,450,000

TAX INCREMENT FINANCING IMPROVEMENTS

Al Lang Stadium Improvements	<u>200,000</u>
Tax Increment Financing Total	\$200,000

WATER RESOURCES CAPITAL PROJECTS

Computerized System Improvements	650,000
Water Distribution System Improvements	29,905,000
Water Resources Building Improvements	8,050,000
Lift Station Improvements	8,400,000
Sanitary Sewer Collection System	12,450,000
Water Reclamation Facilities Improvements	22,400,000
Reclaimed Water System Improvements	975,000
Water Treatment/Supply	27,750,000
Transfer Capacity Fees to Debt	<u>1,890,000</u>
Water Resources Total	\$112,470,000

STORMWATER DRAINAGE CAPITAL PROJECTS

Bartlett Lake/Salt Creek Pump Station	8,000,000
Local-Scale Stormwater Mitigation Projects	5,000,000
Shore Acres Denver Storm Drainage Improvements	2,800,000
Stormwater Pump Stations	300,000
Stormwater System Resiliency Enhancements	1,000,000
Childs Park Pond Sump Modifications	150,000
Connecticut Ave. NE and Vicinity Resiliency Storm Drainage Improvements	15,000,000
Drainage Line Rehabilitation Replacement	2,000,000
Melrose Mercy Neighborhood Stormwater Improvements	250,000
MLK South of Salt Creek to 32 nd A/S Storm Drainage Improvements	2,500,000
Stormwater Vaults and Backflow Preventers	<u>250,000</u>
Stormwater Drainage Total	\$37,250,000

SANITATION CAPITAL PROJECTS

Sanitation CNG Refueling Station Upgrade	<u>450,000</u>
Sanitation Total	\$450,000

AIRPORT CAPITAL PROJECTS

Extend Runway 7-25 and Taxiway "D"	121,000
Taxiway "A" Rehabilitation	<u>1,880,000</u>
Airport Total	\$2,001,000

ATTACHMENT D

MARINA CAPITAL IMPROVEMENT

Marina Facility Improvements	200,000
North Basin Development	<u>250,000</u>
Marina Total	\$450,000

GOLF COURSE CAPITAL PROJECTS

Twin Brooks Driving Range Shade Structure	<u>150,000</u>
Golf Course Total	\$150,000

PARKING AND TRANSPORTATION CAPITAL IMPROVEMENT

Complete Streets (Also in Citywide Infrastructure and Multimodal Impact)	350,000
Parking Access Revenue Control Equipment	<u>750,000</u>
Parking and Transportation Total	\$1,100,000

BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS

Pinellas Trail Neighborhood Connections (Also in Multimodal Impact)	1,194,756
Salt Creek Trail Extension	<u>838,813</u>
Bicycle/Pedestrian Safety Total	\$2,033,569

TOTAL CIP FUNDS **\$196,550,964**

SECTION 3. For dependent districts of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2027, there are hereby appropriated from the monies and revenues of said districts the sum of monies shown on the following schedule:

DEPENDENT DISTRICTS

Health Facilities Authority	<u>5,000</u>
Total – Dependent Districts	\$5,000

SECTION 4. Within the appropriations in Section 1, the following allocations are authorized:

INTERNAL SERVICE ALLOCATIONS

Fleet Management	24,048,773
Equipment Replacement	11,400,206
Municipal Office Buildings	5,765,217
Technology Services	22,565,139
Technology and Infrastructure	1,423,509
Supply Management	721,878
Health Insurance	79,185,475
Life Insurance	927,129
General Liabilities Claims	3,279,038
Commercial Insurance	11,013,742
Workers' Compensation	6,063,928
Billing and Collections	<u>17,385,924</u>
Total – Internal Services	\$183,779,958

ATTACHMENT D

COMMUNITY SUPPORT ALLOCATIONS

Pinellas Safe Harbor	150,000
Social Action Funding Program	700,000
Homeless Leadership Alliance of Pinellas Board	25,000
Westcare Turning Point	125,000
Pinellas Hope	215,000
St. Vincent de Paul	148,633
Rapid Rehousing	400,000
Neighborhood Care Network (Meals on Wheels)	100,000
Childhood Homelessness Project	260,000
Contingency	15,000
Keep Pinellas Beautiful	15,000
Neighborhood Partnership Matching Grants	50,000
Mayor's Mini Grant Program	25,000
Stay Cool St. Pete (formerly Mayor's Tree Mini Grant Program)	100,000
New Year's Eve Fireworks	50,000
Localtopia	50,000
SoulFest	20,000
Arts Grants	557,000
Florida Orchestra	100,000
Poetry Festival	10,000
Sister City Initiative	40,000
Museum of History	75,000
Palladium	250,000
Arts Conservatory for Teens (ACT)	50,000
Arts Micro-Grants	50,000
Individual Artist Grants	60,000
Small Business Grants and Programs	150,000
Main Streets Program	220,000
Economic Development Corporation	150,000
City/Chamber Greenhouse Partnership	155,000
Qualified Target Industry Commitments	13,000
Target Industry Economic and Workforce Development Incentives Program	200,000
Business Recruitment Event Aid	40,000
Corporate Relocation and Expansion Grants	15,000
Youth Employment Program	400,000
Mayor's Future Ready Academy	500,000
Citywide Workforce Development Programming	61,000
Aid to Private Organizations – Sponsor/Donation	60,000
MLK Festival	230,000
MLK Community Day	50,000
Community Impact Grants and Programs	225,000
Youth Development Grants	130,000
Literacy/STEAM Programs	545,750
The Genius Lab	250,000

ATTACHMENT D

Community Food Grant Program	100,000
Healthy Neighborhood Store Program	122,500
Fluoride for Families	50,000
Sponsorships	5,000
CREST, Summit, and Ready Set Bid	23,000
Downtown Looper	20,000
Woodson African American Museum of Florida	107,000
Juneteenth	<u>10,000</u>
Total – Community Support	\$7,472,883

Subsidies:

Mahaffey Theater	729,336
Pier	1,497,000
Coliseum	419,836
Tropicana Field	1,940,420
Manhattan Casino	210,000
Port	254,836
Jamestown	<u>214,836</u>
Total – Subsidies	\$5,266,264

Debt and Transfers:

Debt	3,127,310
Economic Stability	500,000
Capital Improvement Funds	4,404,000
Tax Increment Funds	<u>29,826,353</u>
Total – Debt and Transfers	\$37,857,663

Contingency	\$721,462
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Total – Non-Departmental	\$51,318,272
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SECTION 5. The following categories are established as committed fund balances for future appropriation in the General Fund. The final amount will be determined subsequent to year-end when the actual results and ending balances for all funds has been determined. Commitment amounts can be changed by a resolution of City Council in accordance with the City Charter:

Operating Re-appropriations - Funds that are rolled over for purchases that could not be made in the previous year due to timing or other issues.

Land Sale Proceeds - This category was established to provide a funding source for acquiring property. Proceeds from the sale of City properties valued at less than \$20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by the City Council on February 21, 2002.

Qualified Target Industry (QTI) Tax Refund Program - This category was established to provide the City's share of payments over the next five years for the QTI program, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

ATTACHMENT D

Local Agency Program (LAP) - This category was established to provide the City's share of commitments for maintenance of City roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

Courtesy Docks and Slips - This category was established to provide the City's share of commitments for costs associated with the ordinary and routine maintenance of the Transient Visitor Dock and Slips until March 31, 2041 as a result of a grant agreement with the Florida Fish and Wildlife Conservation Commission (FFWCC).

Seagrass Mitigation Bank - This category was established to provide the City's measure of financial assurances to the United States Army Corps of Engineers that the Seagrass Mitigation Bank will be constructed and implemented in accordance with the terms and plans set forth in the federal permit pursuant to the Mitigation Banking Instrument for the North Shore Park Seagrass Mitigation Bank.

These commitment categories are effective as of the date of this Ordinance which is prior to the end of the Fiscal Year 2026.

SECTION 6. After the effective date of this Ordinance, changes to the allocation amounts listed in Section 4 may be accomplished in the same manner as changes to appropriations pursuant to City Charter Section 3.14.

SECTION 7. This Ordinance is related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget. Therefore, a business impact estimate was not required and was not prepared for this Ordinance.

SECTION 8. This Ordinance is hereby adopted as the budget for the City of St. Petersburg for the fiscal year ending September 30, 2027.

SECTION 9. In the event this Ordinance, or any line item, is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance, or any line item, 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:


00911701 First Reading & First Public Hearing

DEPARTMENT:



RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE
TENTATIVE BUDGET FOR THE FISCAL
YEAR ENDING SEPTEMBER 30, 2027; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a public hearing has been held on September 3, 2026, at 6:00 P.M.
on the tentative budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St.
Petersburg, Florida, that this Council hereby adopts Ordinance No. 647-H as passed on first
reading, which includes the Mayor's amendments to the recommended budget, as the tentative
budget for the fiscal year ending September 30, 2027.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00911469

BUDGET:



First Public Hearing Fiscal Year 2027 Budget

September 3, 2026





Fiscal Year 2027 Budget

- First Reading of FY27 Budget Ordinance
- Budget presentation
 - Including proposed changes to the Mayor's Recommended Budget
- Public Input
- Proposed Property Tax Millage Rate/Rolled Back Rate Resolution
- FY27 Tentative Budget/Appropriation Ordinance
- FY27 Tentative Budget Resolution



Fiscal Year 2027 – Rolled Back Rate

Rolled Back Rate	6.3854
Proposed Millage Rate (set July 23, 2026)	6.4525
Increase from Rolled Back Rate	1.05%
FY26 Ad Valorem Revenue (adopted budget)	\$228,875,615
FY27 Ad Valorem Revenue (tentative budget)	\$243,691,154
Increase in Ad Valorem Revenue	\$14,815,539

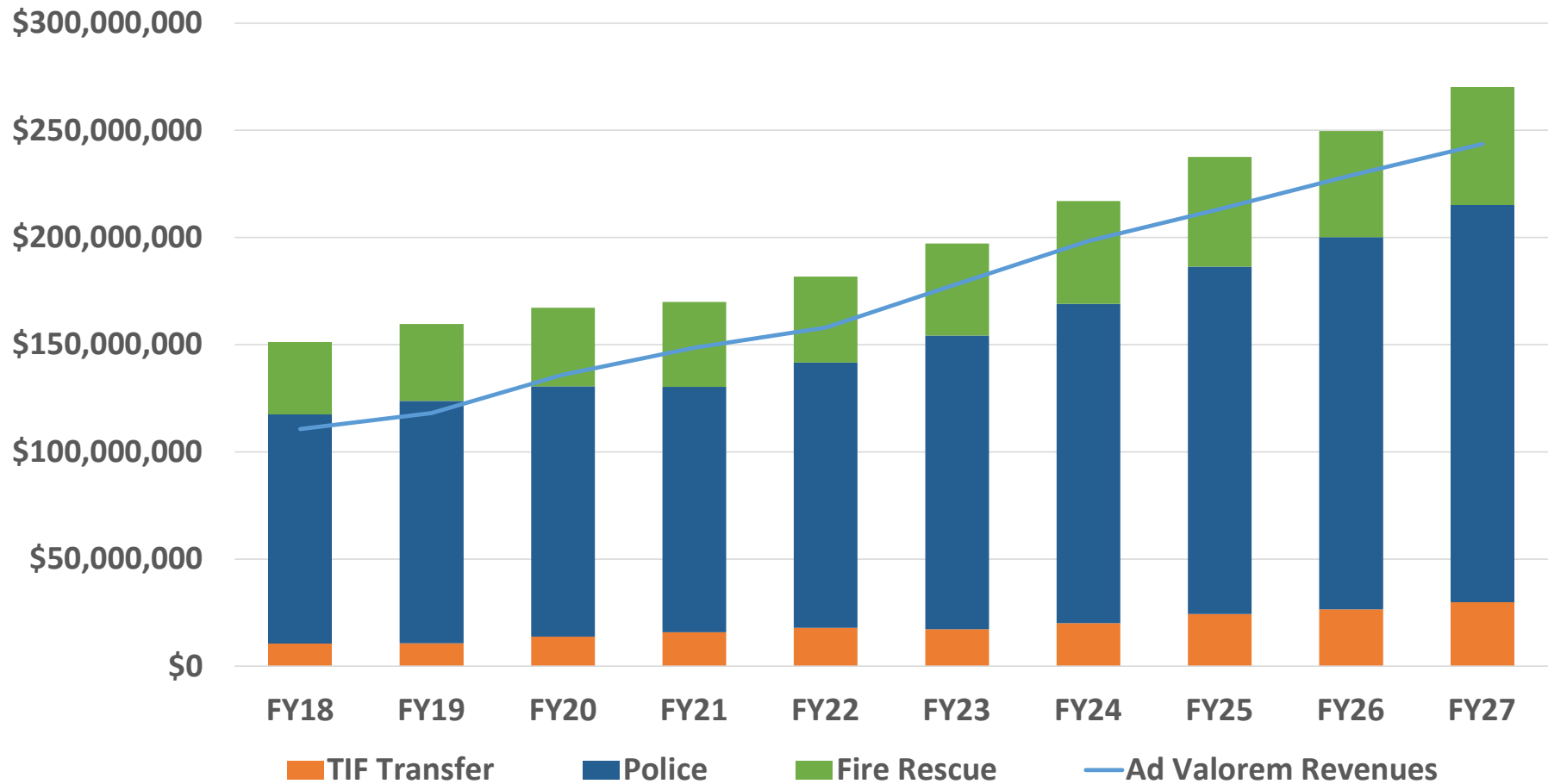


Reasons for Ad Valorem Tax Revenue Increase

- Maintaining investments in key strategic initiatives within each of the five Pillars for Progress:
 - Education and Youth Opportunities
 - Equitable Development, Arts, & Business Opportunities
 - Neighborhood Health and Safety
 - Housing Opportunities for All
 - Environment, Infrastructure, and Resilience
- The increase in ad valorem tax is based on a 6.85% increase in 2026 taxable property values over 2025



Property Taxes and Public Safety Costs



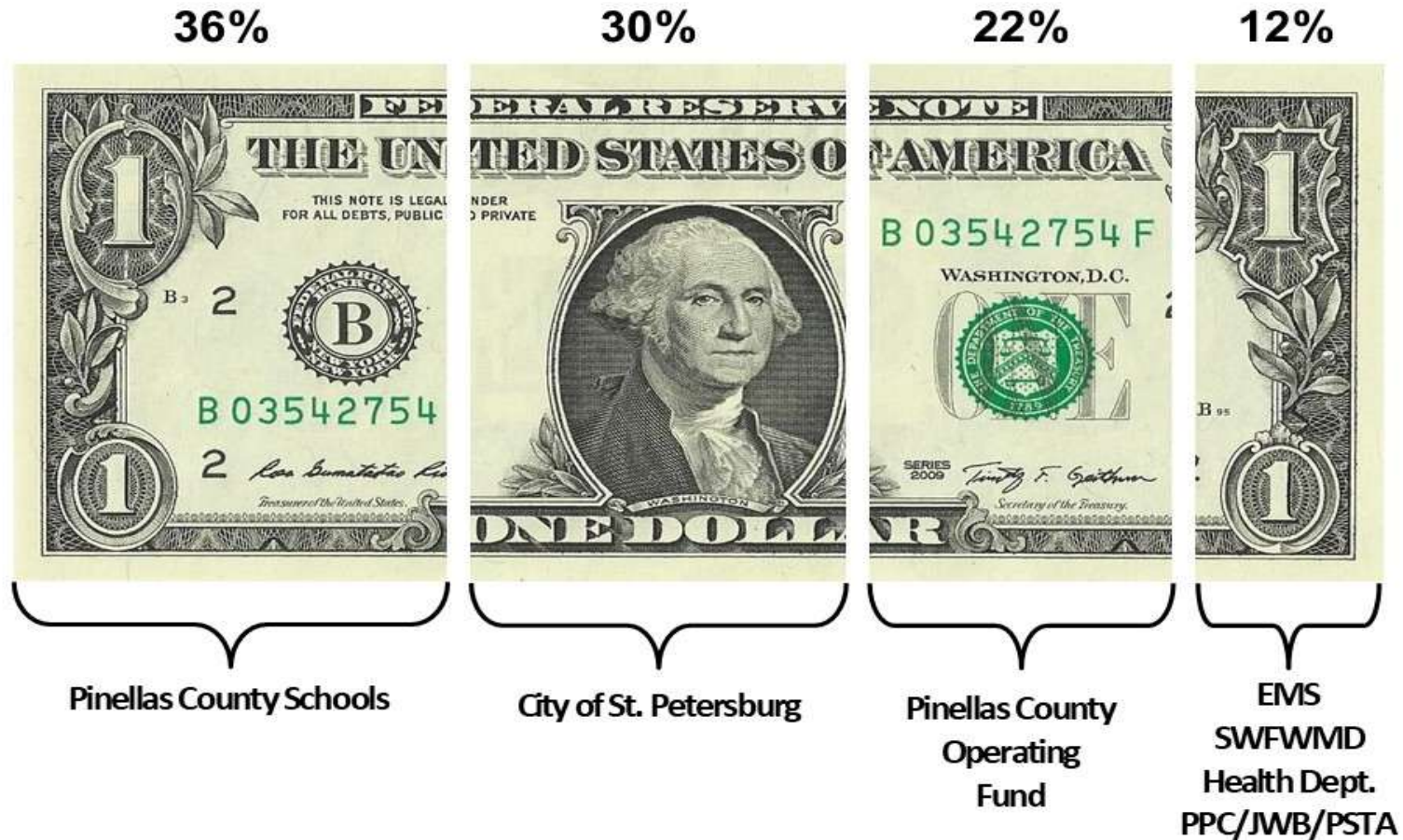


Millage Rate Calculation

Gross Taxable Property Value	\$39,340,558,320
96% of Gross Property Value	\$37,766,935,987
Value of One Mill @ 96% (A)	\$37,766,936
General Fund Requirements	\$437,324,534
Sources (other than Ad Valorem)	\$193,633,380
Required Ad Valorem Revenue (B)	\$243,691,154
Millage Levy Required (B/A)	6.4525



Property Tax Bill Breakdown





Revenue Changes General Fund



Requirement Changes General Fund



Requirement Changes – General Fund

General Fund			
Department	Recommended Budget	Proposed Change	Ordinance
Citywide Fuel Update	\$2,456,150	\$446,440	\$2,902,590
Stormwater, Pavement & Traffic Ops.	\$10,382,640	(\$29,104)	\$10,353,536
Contingency	\$1,138,798	(\$417,336)	\$721,462
Total Requirement Change	\$437,324,534	\$0	\$437,324,534



Revenue Changes Other Funds



Revenue Changes – Other Funds

Other Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
Community Development Block Grant	\$1,784,727	(\$3,693)	\$1,781,034
Emergency Solutions Grant	\$157,232	(\$3,889)	\$153,343
Home Program	\$1,054,691	\$17,796	\$1,072,487
Water Resources Operating	\$246,343,652	\$1,147,273	\$247,490,925
Water Resources Debt	\$55,166,226	\$537,523	\$55,703,749
Stormwater Utility Operating	\$55,150,601	(\$3,085,472)	\$52,065,129
Stormwater Debt Service	\$5,940,303	(\$516,482)	\$5,423,821
Sanitation Operating	\$74,377,586	(\$677,231)	\$73,700,355
Fleet Management	\$23,200,823	\$847,950	\$24,048,773



Requirement Changes Other Funds



Requirement Changes – Other Funds

Other Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
Emergency Medical Services	\$27,256,665	(\$7,381)	\$27,249,284
Parking Revenue	\$10,819,986	\$2,920	\$10,822,906
Community Development Block Grant	\$1,784,727	(\$3,693)	\$1,781,034
Emergency Solutions Grant	\$157,232	(\$3,889)	\$153,343
Home Program	\$1,054,691	\$17,796	\$1,072,487
Building Permit Special Revenue	\$15,978,034	(\$77,653)	\$15,900,381
Mahaffey Theater Operating	\$956,029	\$210	\$956,239
Pier Operating	\$6,833,098	\$2,580	\$6,835,678
Sunken Gardens	\$3,635,548	\$190	\$3,635,738
Water Resources Operating	\$248,000,370	(\$162,670)	\$247,837,700
Water Resources Debt	\$50,674,253	\$560,984	\$51,235,237



Requirement Changes - Other Funds Cont.

Fund	Recommended Budget	Proposed Change	Ordinance
Stormwater Utility Operating	\$54,209,655	(\$7,658,301)	\$46,551,354
Stormwater Debt Service	\$4,396,847	\$25,000	\$4,421,847
Sanitation Operating	\$73,979,986	\$237,599	\$74,217,585
Airport Operating	\$2,007,106	\$590	\$2,007,696
Marina Operating	\$5,043,202	\$990	\$5,044,192
Golf Courses Operating	\$6,554,944	\$770	\$6,555,714
Jamestown Complex	\$1,020,405	\$370	\$1,020,775
Fleet Management	\$23,051,685	\$1,450,474	\$24,502,159
Municipal Office Buildings	\$5,919,584	\$150	\$5,919,734
Technology Services	\$22,965,821	(\$71,944)	\$22,893,877
Supply Management	\$826,372	\$40	\$826,412
Billing and Collections	\$18,202,095	(\$23,064)	\$18,179,031



Capital Improvement Program Revenue Changes



Revenue Changes - CIP

CIP Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
Water Resources Capital Projects Fund	\$111,980,000	\$490,000	\$112,470,000
Stormwater Drainage Cap. Projects Fund	\$37,250,000	\$0	\$37,250,000



Capital Improvement Program Requirement Changes



Requirement Changes - CIP

CIP Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
Water Resources Capital Projects Fund	\$111,980,000	\$490,000	\$112,470,000

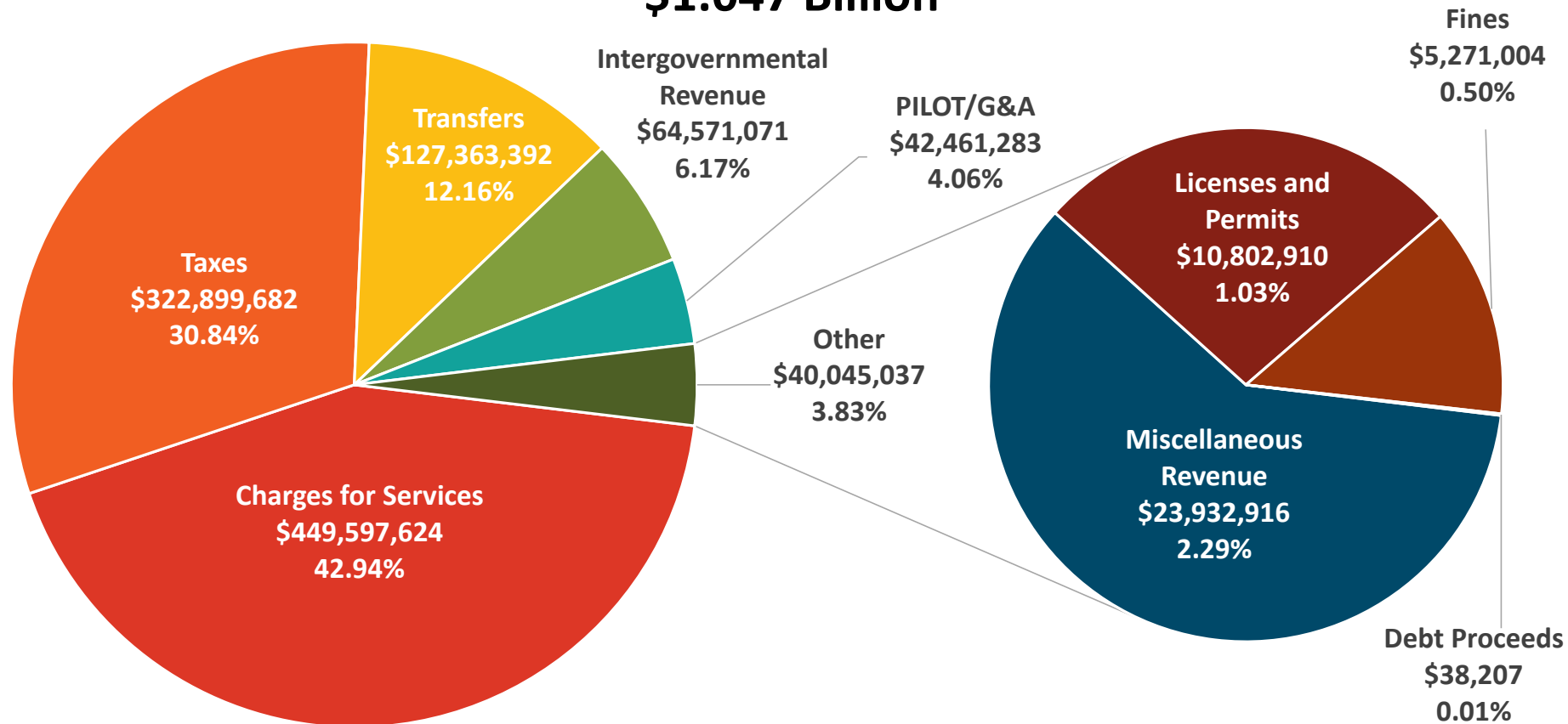


FY27 Budget in Brief



FY27 Operating Budget Revenues

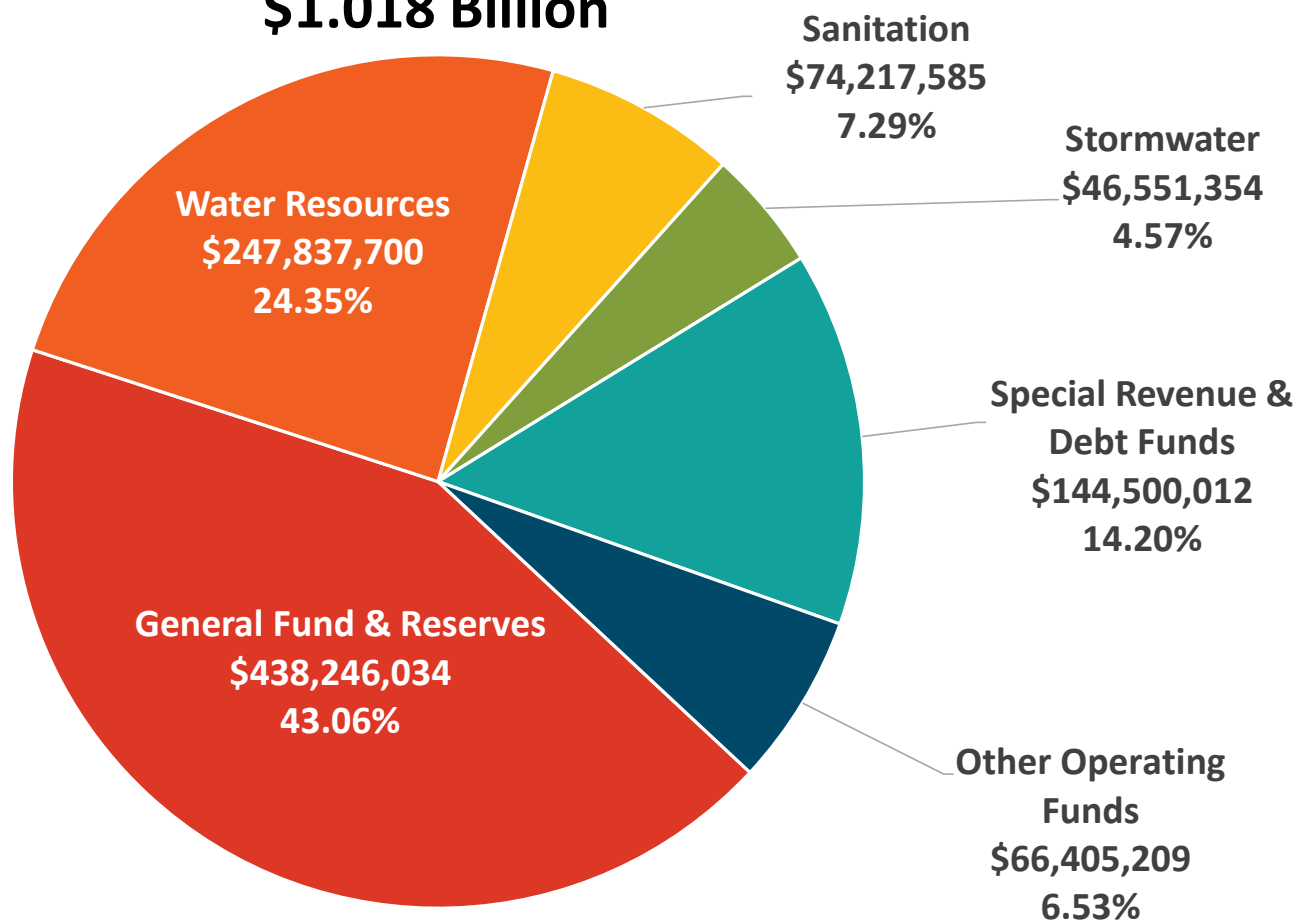
\$1.047 Billion





FY27 Operating Budget Expenses

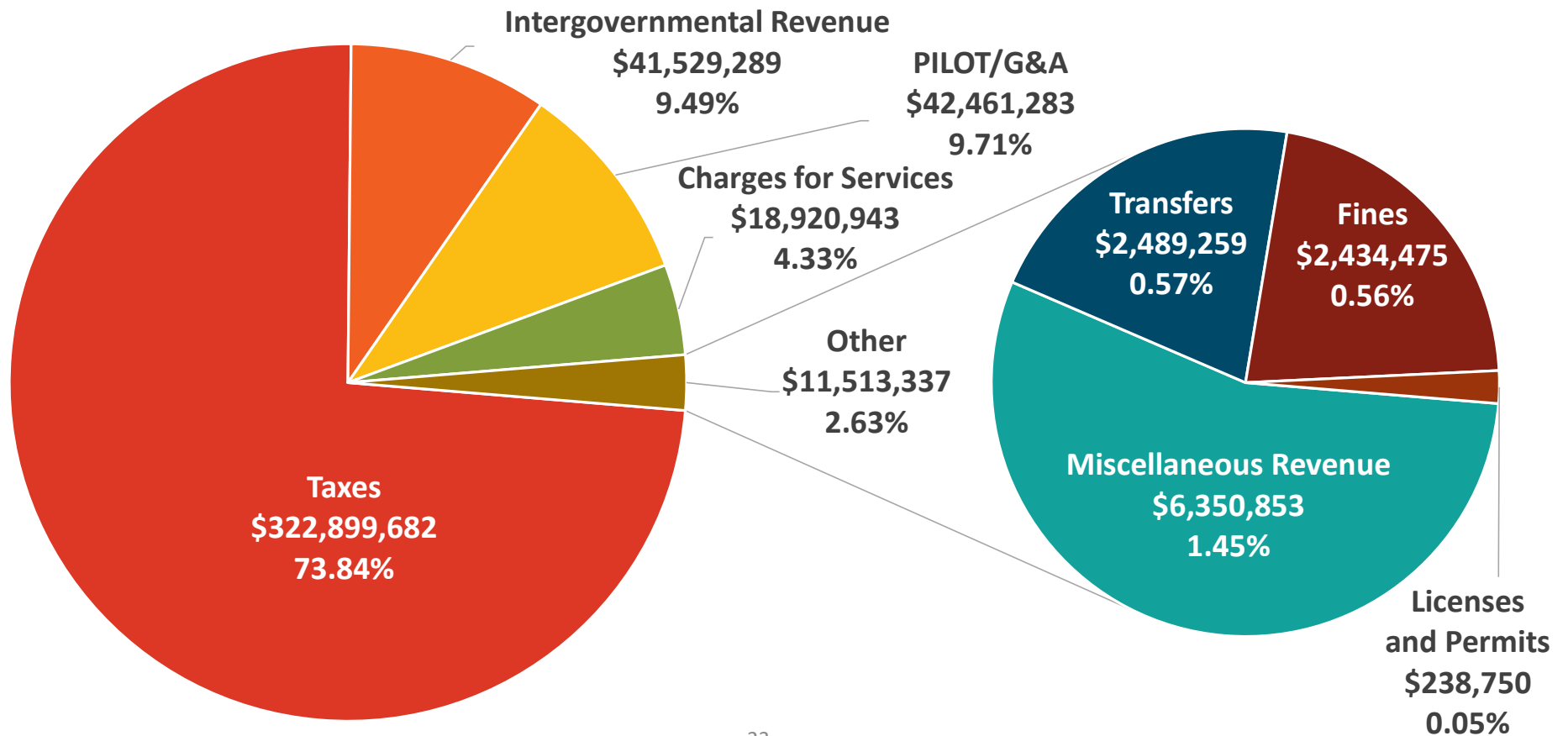
\$1.018 Billion





FY27 General Fund Revenue Budget

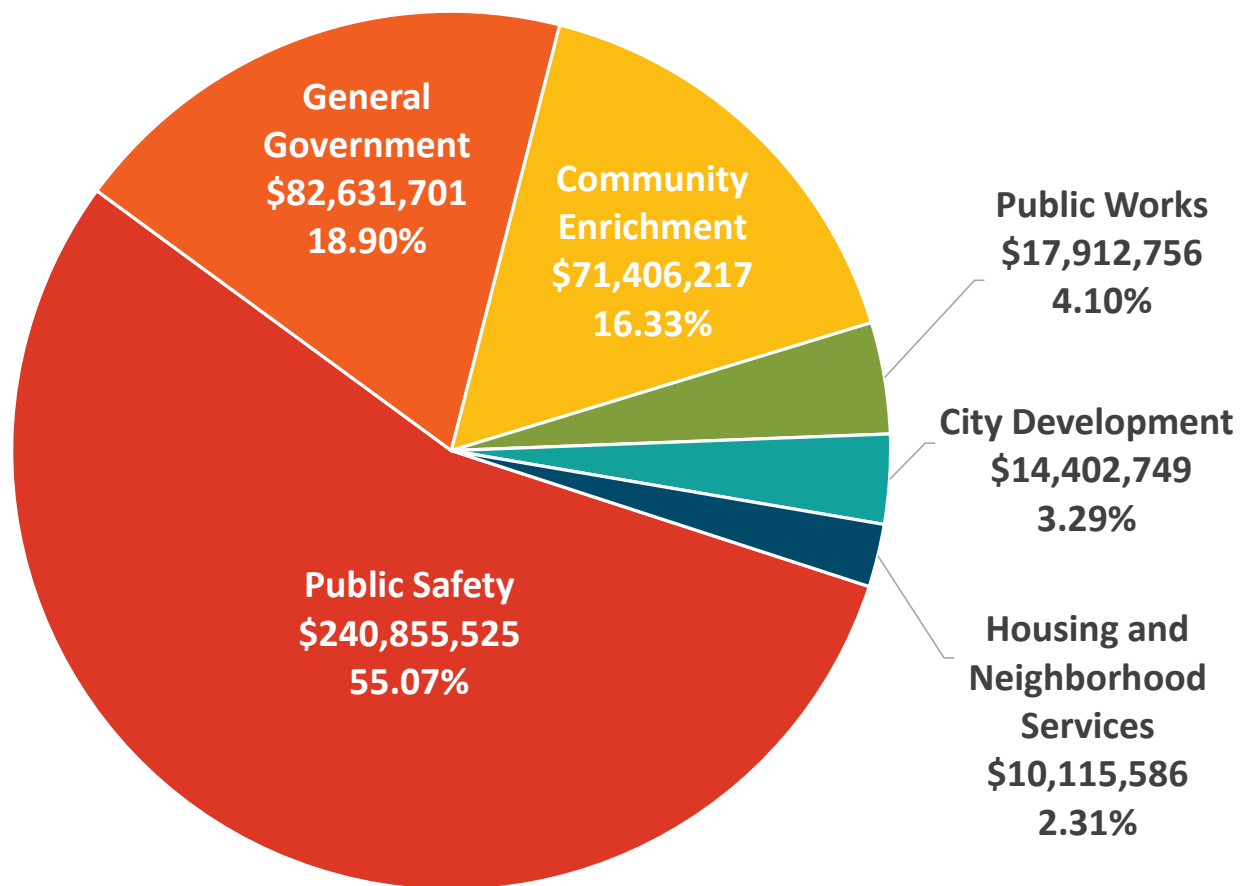
\$437.325 Million





FY27 General Fund Expenditure by Administration

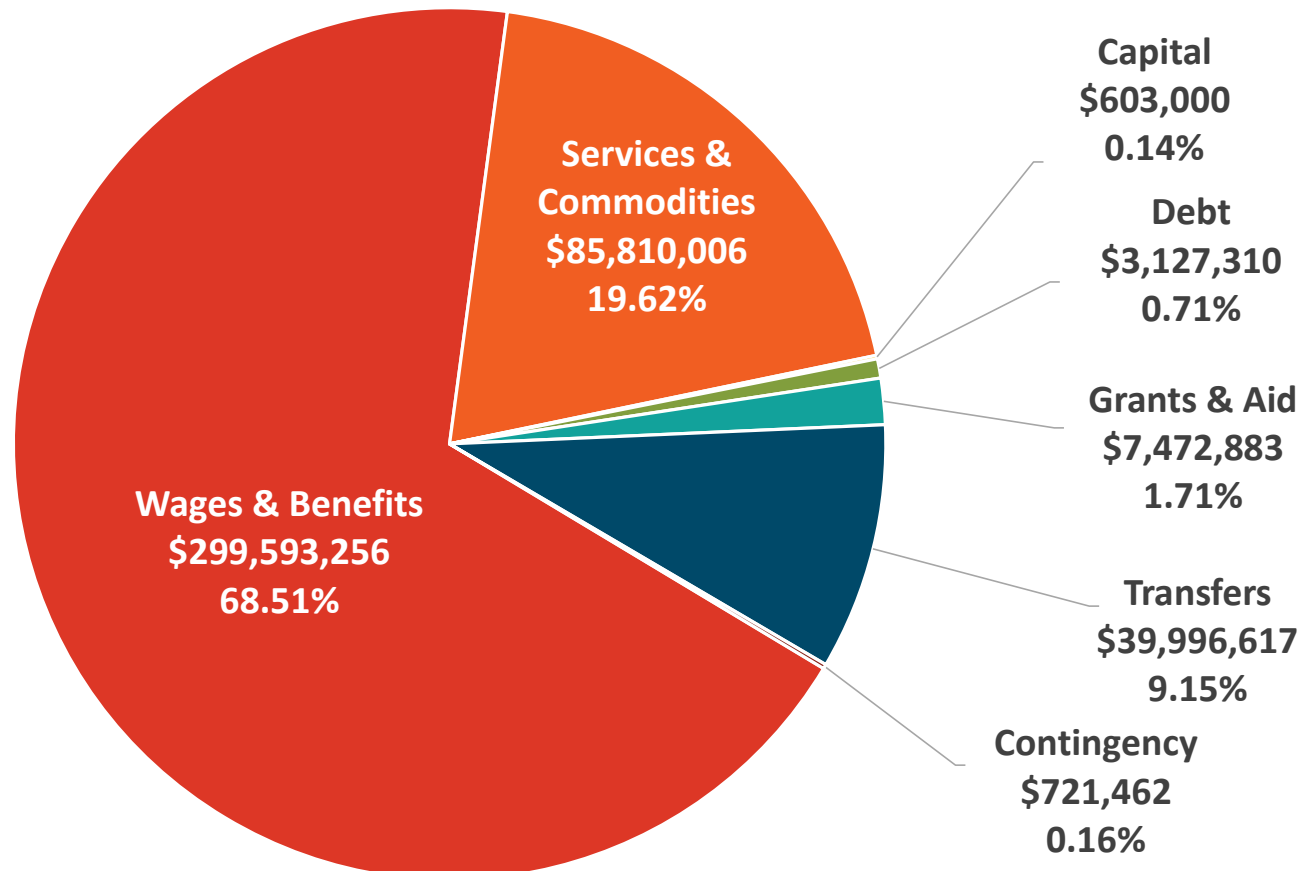
\$437.325 Million





FY27 General Fund Expenditure by Type

\$437.325 Million

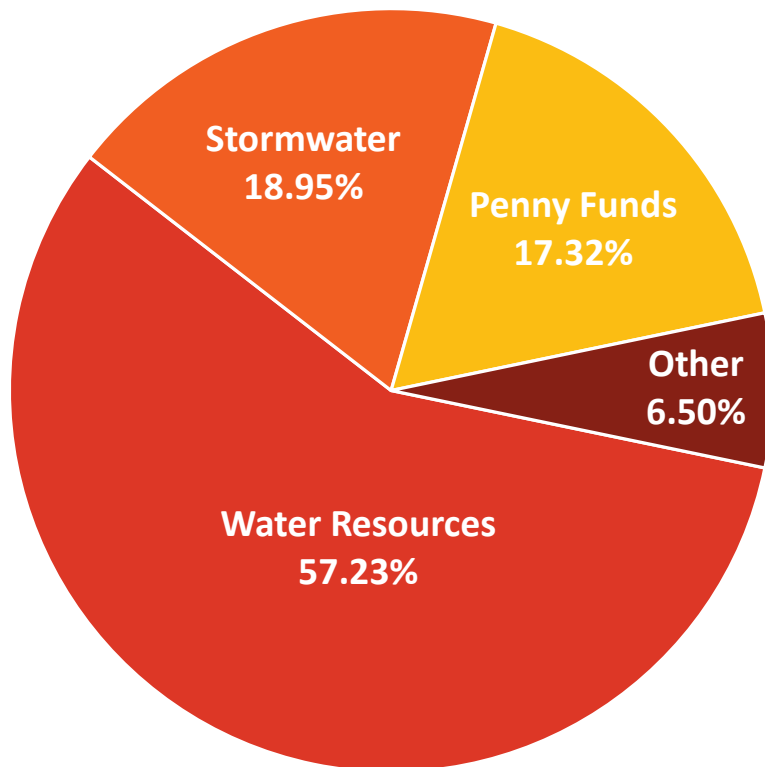




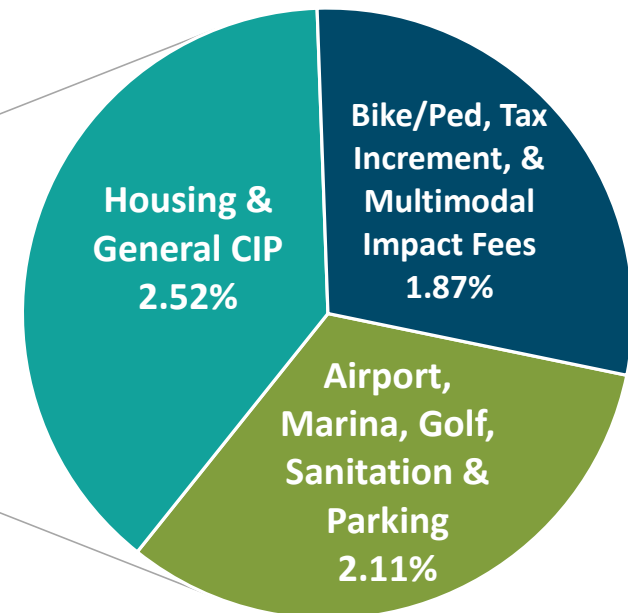
FY27 Capital Improvement Program

\$196.551 Million

**Water Resources and
Other CIP Funds**



**Break Down of
Other CIP Funds**

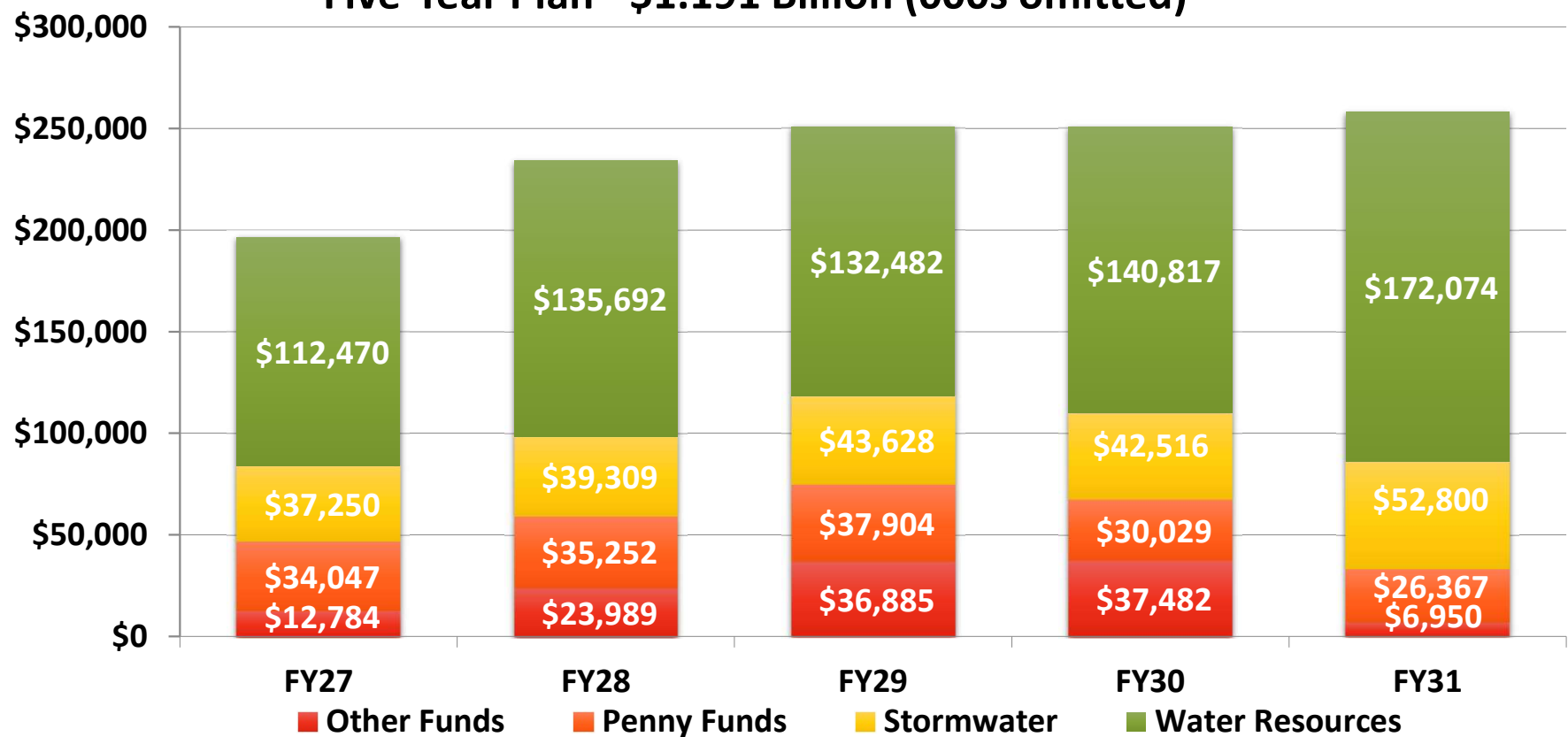




Five-Year CIP (FY27-31)

Capital Improvement Program

Five-Year Plan - \$1.191 Billion (000s omitted)





Fund Balance Commitments

Categories of committed fund balances:

- Operating Re-Appropriations
- Land Sale Proceeds
- Qualified Target Industries (QTI)
- Local Agency Program (LAP)
- Courtesy Docks and Slips
- Seagrass Mitigation Bank

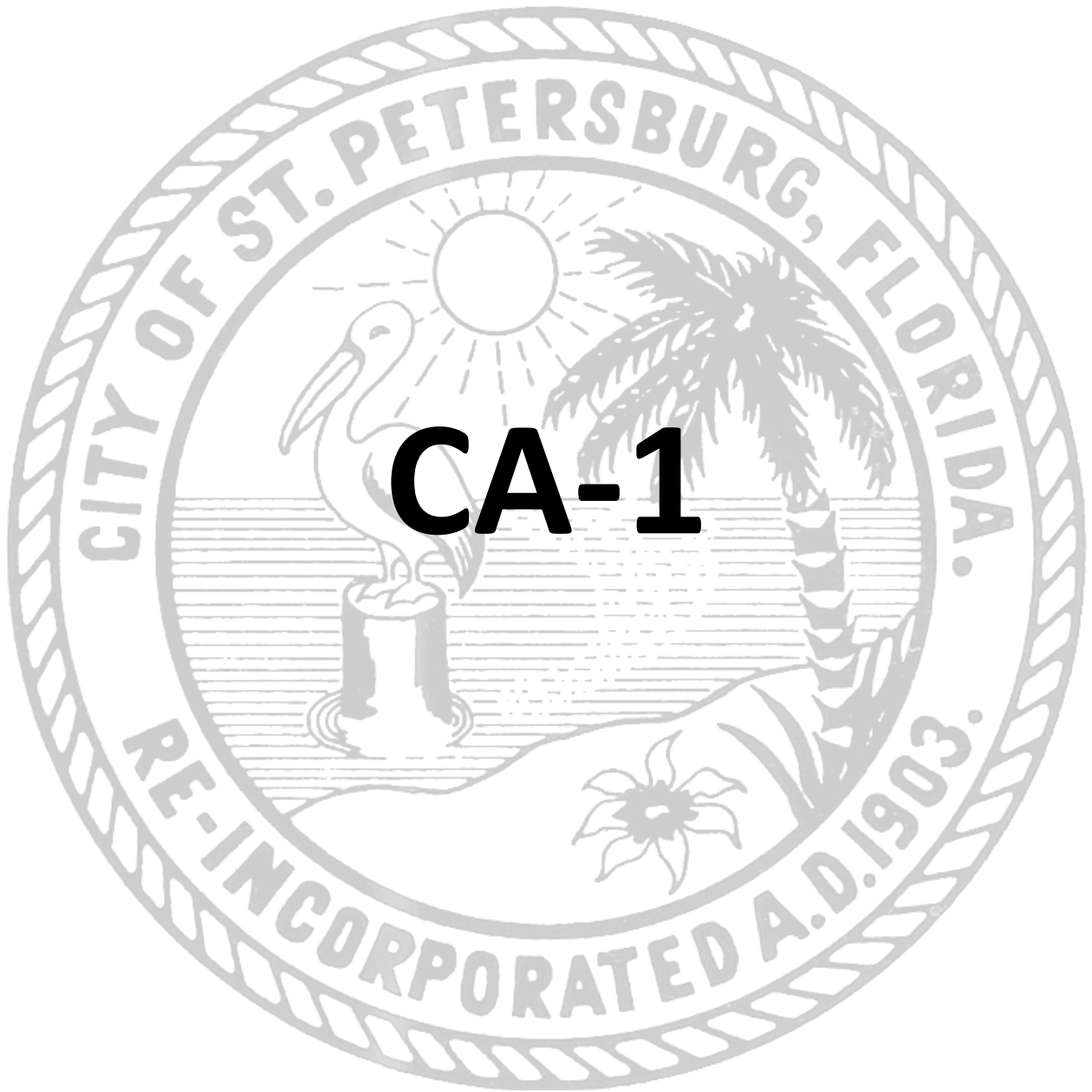


Budget Information

**Final FY27
Budget Public Hearing
September 17, 2026
6:00 PM**

**Information is available
on the City's website at:
[Budget & Finance \(stpete.org\)](http://stpete.org)**

The following page(s) contain the backup material for Agenda Item: Accepting a bid and approving award of an agreement with Process Control & Instrumentation, LLC, for flow monitor maintenance program services for the Water Resources Department, in the amount of \$1,500,000.
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 3, 2026

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

Subject: Accepting a bid and approving award of an agreement with Process Control & Instrumentation, LLC, for flow monitor maintenance program services for the Water Resources Department, in the amount of \$1,500,000.

Explanation: The Procurement and Supply Management Department issued IFB No. 26 – 242 on May 4, 2026. The bids were due on May 19, 2026, and opened thereafter. The Procurement and Supply Management department received three bids for flow monitor maintenance program services and are tabulated as follows:

<u>Bidders</u>	<u>Amount</u>
Process Control & Instrumentation, LLC (Tampa, FL)	\$284,960.00
McKim & Creed, Inc. (Raleigh, NC)	359,060.00
ADS LLC (Huntsville, AL)	414,681.28

The vendor will furnish and deliver repair parts as-needed and provide preventative maintenance services and repairs for City-owned Triton+ flow monitors and rain gauges located throughout the City. The vendor will collect, analyze, and report data from all devices to ensure the devices remain operational. These services are essential to maintaining the integrity, reliability, and efficiency of the City's wastewater and stormwater management systems as they provide critical real-time and historical data used to monitor system performance, identify high-inflow and infiltration areas, and support operational and regulatory decision-making. Routine preventative maintenance and timely repairs help to ensure the monitoring equipment remains fully operational and accurate, reducing the risk of equipment failure, data loss, or inaccurate readings.

The cost proposal is based on weekly ongoing services and additional hourly rates rather than a fixed total cost. The requested not-to-exceed amount of \$1,500,000 is based on the estimated annual cost of ongoing services and anticipated labor requirements over the contract term.

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

Process Control & Instrumentation, LLC (Tampa, FL).....\$1,500,000

Process Control & Instrumentation, LLC, the lowest responsible and responsive bidder, has met the requirements of IFB 26 – 242, dated May 4, 2026. An agreement will be issued for the initial three-year term. The agreement will have two, one-year renewal options and will be binding only for actual products delivered and services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Wastewater Maintenance Division (420-2145). Funding for future years will be included in the City's annual budget and is subject to City Council approval.

Attachments: Resolution

RESOLUTION NO. 2026-____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS TO PROCESS CONTROL & INSTRUMENTATION, LLC FOR FLOW MONITOR MAINTENANCE PROGRAM SERVICES FOR THE WATER RESOURCES DEPARTMENT IN THE AMOUNT OF \$1,500,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received 3 (three) bids for flow monitor maintenance program services in response to IFB No. 26-242, dated May 4, 2026; and

WHEREAS, Process Control & Instrumentation, LLC, the lowest responsible and responsive bidder, has met the requirements of IFB No. 26-242, dated May 4, 2026; and

WHEREAS, Process Control & Instrumentation, LLC will provide and deliver repair parts as needed and provide preventative maintenance and repairs for City-owned Triton+ flow monitors and rain gauges located throughout the City at an amount not to exceed \$1,500,000 for the initial term; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid is accepted and the award of a three-year agreement with two one-year renewal options to Process Control & Instrumentation, LLC for flow monitor maintenance program services for the Water Resources Department in the amount of \$1,500,000 for the initial term is hereby approved.

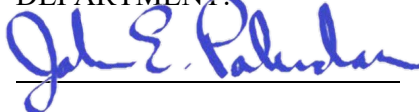
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00911688.docx

DEPARTMENT:





Approvals - gcc

Report • Printed on August 11, 2026

Approved

! Important

220-06; Flow Monitor Maintenance

Please see attached consent memo for approvals.

▼ Attachments



220-06; Flow Monitor Mainten

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

▼ Final status: Approved



Step 4: Approved by

Claude Tankersley

8/11/2026 11:01:16 AM



Step 3: Approved by

John E. Palenchar

8/11/2026 10:40:02 AM



Step 2: Approved by

Stephanie S. Scarbrough

8/5/2026 9:40:49 AM



Step 1: Approved by

Patricia Pena

8/5/2026 8:30:29 AM

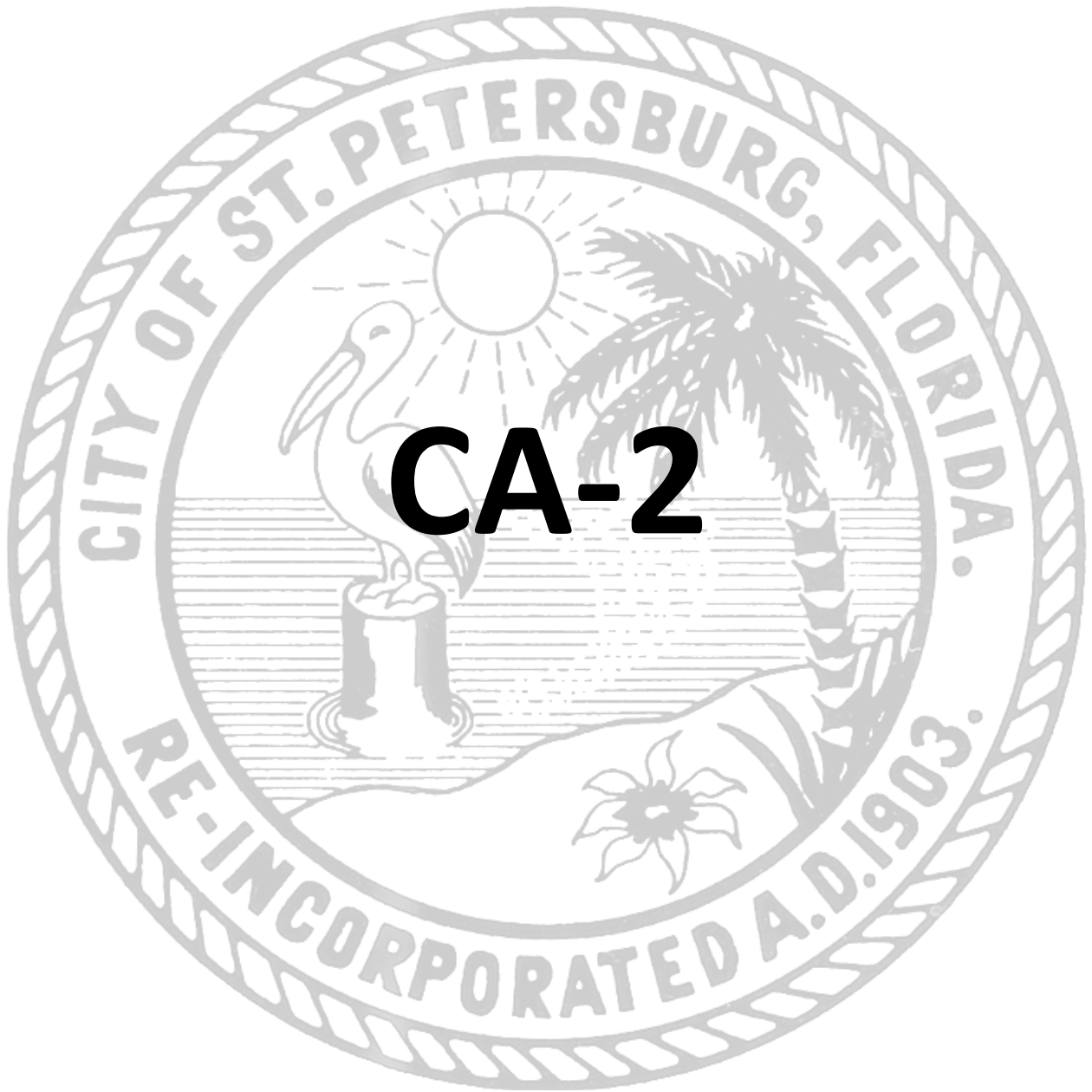


Requested by

Tanner H. Green

8/3/2026 11:17:08 AM

The following page(s) contain the backup material for Agenda Item: Approving an agreement with Community Law Program, Inc., for eviction prevention and diversion services, for the Codes Compliance Assistance department, in the amount of \$500,000.
Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 3, 2026

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

Subject: Approving an agreement with Community Law Program, Inc., for eviction prevention and diversion services, for the Codes Compliance Assistance department, in the amount of \$500,000.

Explanation: The vendor will provide housing-related legal services to St. Petersburg tenants on an as-needed basis, including eviction defense and court representation, assistance with unlawful lockouts and utility shutoffs, housing code and repair issues, and landlord harassment or retaliation. Services also include legal advice, intake, and referrals through a dedicated phone line for City residents, along with community education and know-your-rights outreach.

The Procurement and Supply Management Department, in cooperation with the Codes Compliance Assistance department, recommends for approval:

Community Law Program, Inc. (St. Petersburg, FL) \$500,000
(Five-years @ 100,000 per year)

This purchase is being made in accordance with Section 2-186 (f) of the City's Procurement Code, which allows for the procurement of legal services, including attorney, paralegal, expert witness, appraisal, and mediator services to be exempt from competitive solicitation methods. An agreement will be issued for the initial one-year term, with four one-year renewal options upon mutual written consent by both parties. The agreement will be binding only for services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Neighborhood Services Codes Compliance Department (110-1125). 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 THE AWARD OF A ONE-YEAR AGREEMENT WITH FOUR ONE-YEAR RENEWAL OPTIONS TO COMMUNITY LAW PROGRAM, INC. FOR EVICTION PREVENTION AND DIVERSION SERVICES FOR THE CODES COMPLIANCE ASSISTANCE DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$500,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase prevention and diversion services for St. Petersburg tenants on an as-needed basis; and

WHEREAS, this purchase is being made in accordance with Section 2-186(f) of the City's Procurement Code, which allows for the procurement of legal services, including attorney, paralegal, expert witness, appraisal, and mediator services to be exempt from competitive solicitation methods; and

WHEREAS, the Procurement and Supply Management Department in cooperation with the Codes Compliance Assistance Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg that the award of a one-year agreement with four one-year renewal options to Community Law Program, Inc. for eviction prevention and diversion services for the Codes Compliance Assistance Department for a total contract amount not to exceed \$500,000 for the initial term is hereby approved.

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

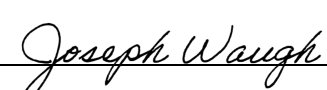
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00911257.DOCX

DEPARTMENT:





Approvals - gcc

Report • Printed on August 4, 2026

Approved

Consent Item: 961-49 Eviction Prevention and Diversion Services, August 27, 2026 (GG)

▼ Attachments



Consent Item

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

▼ Final status: Approved

AF

Step 4: Approved by

Amy E. Foster

8/4/2026 9:19:40 AM

JW

Step 3: Approved by

Joe Waugh

8/3/2026 5:42:49 PM

SS

Step 2: Approved by

Stephanie S. Scarbrough

8/3/2026 11:05:45 AM

ER

Step 1: Approved by

Emily P. Rapchak

7/31/2026 11:39:19 AM

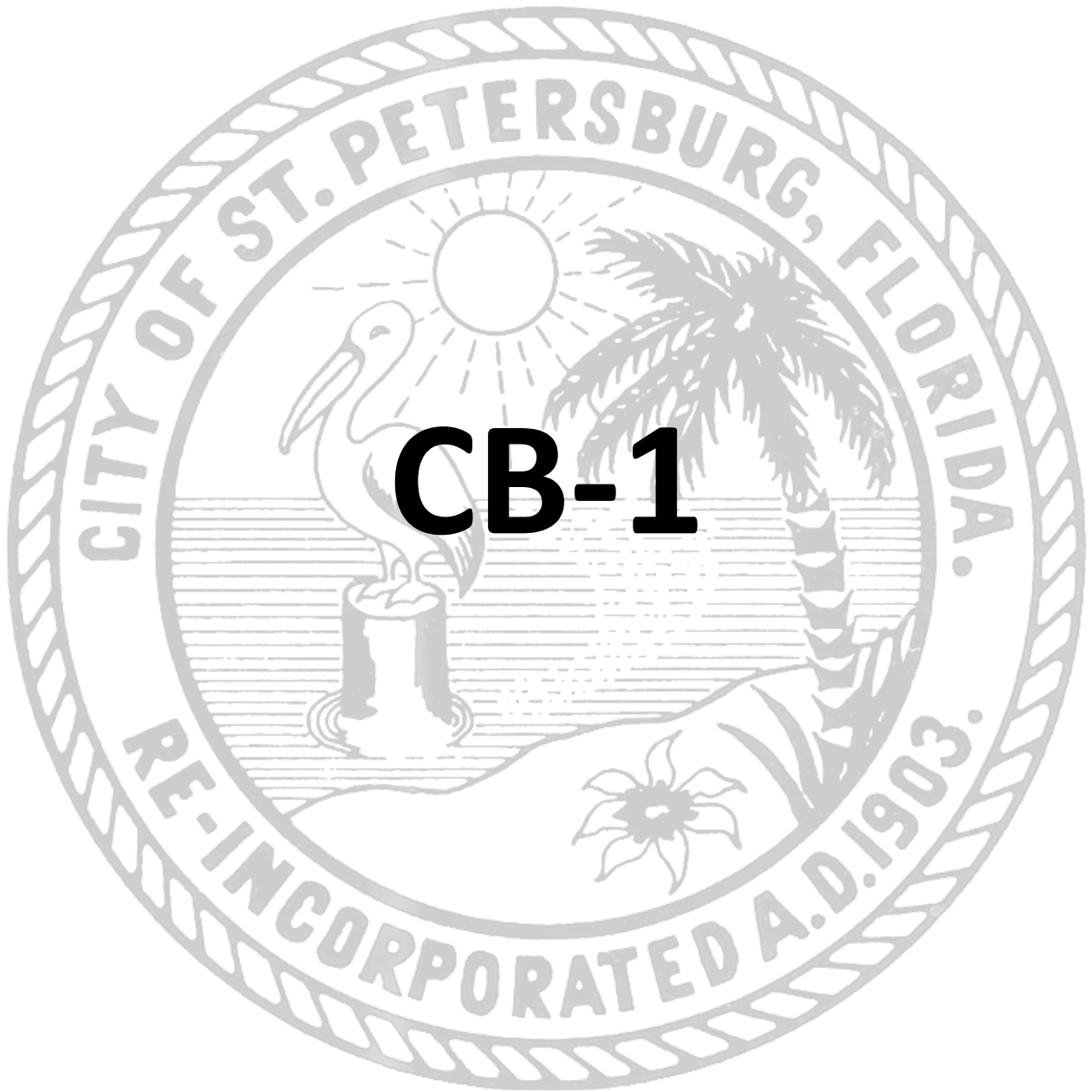
GG

Requested by

Gabriella Greiner

7/31/2026 11:35:41 AM

The following page(s) contain the backup material for Agenda Item: Accepting a bid and approving award of an agreement with AuMiller Pools, LLC for Marcite Finish - Swimming Pool Resurfacing Services for the Parks and Recreation Department, in the amount of \$403,538; approving a rescission of an unencumbered appropriation in the General Capital Improvements Fund (3001) in the amount of \$75,000 from the Fossil Park Pool Marcite Project (18909); approving a supplemental appropriation in the amount of \$75,000 from the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above rescission, to the Lake Vista Pool Marcite Project (18913); and providing an effective date.
Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 3, 2026

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

Subject: Accepting a bid and approving award of an agreement with AuMiller Pools, LLC for Marcite Finish - Swimming Pool Resurfacing Services for the Parks and Recreation Department, in the amount of \$403,538; approving a rescission of an unencumbered appropriation in the General Capital Improvements Fund (3001) in the amount of \$75,000 from the Fossil Park Pool Marcite Project (18909); approving a supplemental appropriation in the amount of \$75,000 from the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above rescission, to the Lake Vista Pool Marcite Project (18913); and providing an effective date.

Explanation: The Procurement and Supply Management Department issued IFB No. 26-260 on June 17, 2026. The bids were due on July 16, 2026 and opened thereafter. The Procurement and Supply Management department received five bids for the marcite finish – swimming pool resurfacing services and are tabulated as follows:

<u>Bidders</u>	<u>Amount</u>
The Pool Works of Florida, Inc. (Largo, FL)	\$203,594.00
AuMiller Pools, LLC (Winter Park, FL)	367,538.00
C F Curtis Construction (Largo, FL)	438,004.50
Ferris Pools, Inc. (St. Pete, FL)	986,905.20
Mountaintop Technology Comm, LLC (Tarpon Springs, FL)	25,668,534.25

The vendor will furnish all labor, materials, tools, equipment, supervision, documentation, permits, and replacement parts necessary to resurface the interiors of three City-owned swimming pools with a marcite (white plaster) finish. These services also include pool draining and preparation, surface restoration and preparation, structural repairs, plaster application, curing and startup services to restore the pool shell, improve durability, and ensure safe, long-term operation.

An unforeseen conditions allowance is included to address concealed or unknown conditions that may only become evident after each pool has been drained and the existing plaster has been removed. Such conditions may include, but are not limited to, additional structural crack repairs, hollow or delaminated gunite, deteriorated substrate, damaged fittings or embedded components, and other unforeseen deficiencies requiring corrective work to achieve a sound, code-compliant installation. The allowance is established at \$12,000 per pool, for a total amount of \$36,000, and will be used only upon written authorization by the City for the actual unforeseen work performed. Any unused portion of the allowance will remain unexpended.

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

AuMiller Pools, LLC (Winter Park, FL).....		\$403,538
Lake Vista Pool	@	\$132,573
Fossil Park Main Pool	@	\$138,765
North Shore Activity Pool	@	\$96,200
Unforeseen Conditions Allowance	@	\$36,000

The Pool Works of Florida, Inc., withdrew their bid citing an inability to honor their submitted pricing; accordingly, AuMiller Pools, LLC, the lowest responsive and responsible bidder, has

met the requirements of IFB 26-260, dated July 16, 2026. An agreement will be issued for services. Payment will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funding has been previously appropriated in the General Capital Improvements Fund (3001), \$245,050 in the Fossil Park Pool Marcite Project (18909), \$192,900 in the North Shore Pool Marcite Project (18911), and \$71,850 in the Lake Vista Pool Marcite Project (18913). Additional funding for the Lake Vista Pool Marcite Project (18913) will be available from the above rescission of a rescission of an unencumbered appropriation in the General Capital Improvements Fund (3001) in the amount of \$75,000 from the Fossil Park Pool Marcite Project (18909) and a supplemental appropriation in the amount of \$75,000 from the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above rescission, to the Lake Vista Pool Marcite Project (18913).

Attachments: Bid Tabulation
Resolution



City of St. Petersburg

Procurement

Stephanie Scarbrough, Director of Procurement and Supply Management

P.O. Box 2842, St. Petersburg, FL 33731

EVALUATION TABULATION

IFB No. IFB- 26 - 260

Marcite Finish - Swimming Pool Resurfacing Services

RESPONSE DEADLINE: July 16, 2026 at 3:00 pm

Report Generated: Thursday, July 30, 2026

SELECTED VENDOR TOTALS

Vendor	Total
THE POOL WORKS OF FLORIDA, INC	\$203,594.00
AuMiller Pools LLC	\$367,538.00
C F Curtis Construction	\$438,004.50
Ferris Pools Inc.	\$986,905.20
Mountaintop Technology Comm LLC SDVOSB	\$25,668,534.25

EVALUATION TABULATION

IFB No. IFB- 26 - 260

Marcite Finish - Swimming Pool Resurfacing Services

LAKE VISTA SWIMMING POOL - MARCITE FINISH RESURFACING SERVICES

Lake Vista Swimming Pool - Marcite Finish Resurfacing Services					AuMiller Pools LLC		C F Curtis Construction		Ferris Pools Inc.		Mountaintop Technology Comm LLC SDVOSB		THE POOL WORKS OF FLORIDA, INC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Site Mobilization / Demobilization	1	Lump Sum	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00	\$35,275.20	\$35,275.20	\$5,007.69	\$5,007.69	\$2,000.00	\$2,000.00
X	2	Pool Draining and Disposal Services	1	Lump Sum	\$35,000.00	\$35,000.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
X	3	Surface Demolition and Prep Services	4999	Square Foot	\$2.00	\$9,998.00	\$7.00	\$34,993.00	\$13.50	\$67,486.50	\$10.44	\$52,189.56	\$1.50	\$7,498.50
X	4	Structural Crack Repair Services	339	Linear Foot	\$15.00	\$5,085.00	\$100.00	\$33,900.00	\$85.00	\$28,815.00	\$45.00	\$15,255.00	\$25.00	\$8,475.00
X	5	Bond Coat Application Services	4999	Square Foot	\$2.00	\$9,998.00	\$2.50	\$12,497.50	\$17.50	\$87,482.50	\$5.00	\$24,995.00	\$2.00	\$9,998.00
X	6	Marcite/Plaster Installation Services	4999	Square Foot	\$8.00	\$39,992.00	\$12.00	\$59,988.00	\$32.00	\$159,968.00	\$30.00	\$149,970.00	\$5.00	\$24,995.00
X	7	Fittings Adjustment/Replacement Services	1	Lump Sum	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
X	8	Pool Startup and Chemical Balancing Services	1	Lump Sum	\$500.00	\$500.00	\$5,250.00	\$5,250.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
X	9	Final Cleanup and Site Restoration Services	1	Lump Sum	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
Total						\$132,573.00		\$159,928.50		\$388,027.20		\$259,917.25		\$63,466.50

EVALUATION TABULATION

Invitation For Bid - Marcite Finish - Swimming Pool Resurfacing Services

EVALUATION TABULATION

IFB No. IFB- 26 - 260

Marcite Finish - Swimming Pool Resurfacing Services

FOSSIL PARK MAIN POOL - MARCITE FINISH RESURFACING SERVICES

Fossil Park Main Pool - Marcite Finish Resurfacing Services					AuMiller Pools LLC		C F Curtis Construction		Ferris Pools Inc.		Mountaintop Technology Comm LLC SDVOSB		THE POOL WORKS OF FLORIDA, INC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Site Mobilization / Demobilization	1	Lump Sum	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00	\$36,376.00	\$36,376.00	\$5,039.00	\$5,039.00	\$2,000.00	\$2,000.00
X	2	Pool Draining and Disposal Services	1	Lump Sum	\$35,000.00	\$35,000.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
X	3	Surface Demolition and Prep Services	5015	Square Foot	\$2.00	\$10,030.00	\$7.00	\$35,105.00	\$13.50	\$67,702.50	\$10.10	\$50,651.50	\$1.50	\$7,522.50
X	4	Structural Crack Repair Services	339	Linear Foot	\$15.00	\$5,085.00	\$100.00	\$33,900.00	\$85.00	\$28,815.00	\$45.00	\$15,255.00	\$25.00	\$8,475.00
X	5	Bond Coat Application Services	5015	Square Foot	\$2.00	\$10,030.00	\$4.00	\$20,060.00	\$17.50	\$87,762.50	\$5,000.00	\$25,075,000.00	\$2.00	\$10,030.00
X	6	Replace Two (2) Expansion Joints	1	Lump Sum	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$5.00	\$5.00	\$3,000.00	\$3,000.00
X	7	Marcite/Plaster Installation Services	5015	Square Foot	\$8.00	\$40,120.00	\$11.40	\$57,171.00	\$32.00	\$160,480.00	\$30.00	\$150,450.00	\$5.00	\$25,075.00
X	8	Fittings Adjustment/Replacement Services	1	Lump Sum	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
X	9	Pool Startup and Chemical Balancing Services	1	Lump Sum	\$500.00	\$500.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
X	10	Final Cleanup and Site Restoration Services	1	Lump Sum	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
Total						\$138,765.00		\$171,036.00		\$400,136.00		\$25,308,900.50		\$65,602.50

EVALUATION TABULATION

Invitation For Bid - Marcite Finish - Swimming Pool Resurfacing Services

EVALUATION TABULATION

IFB No. IFB- 26 - 260

Marcite Finish - Swimming Pool Resurfacing Services

NORTH SHORE ACTIVITY POOL - MARCITE FINISH RESURFACING SERVICES

North Shore Activity Pool - Marcite Finish Resurfacing Services					AuMiller Pools LLC		C F Curtis Construction		Ferris Pools Inc.		Mountaintop Technology Comm LLC SDVOSB		THE POOL WORKS OF FLORIDA, INC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Site Mobilization / Demobilization	1	Lump Sum	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00	\$18,067.00	\$18,067.00	\$3,001.50	\$3,001.50	\$2,000.00	\$2,000.00
X	2	Pool Draining and Disposal Services	1	Lump Sum	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
X	3	Surface Demolition and Prep Services	1350	Square Foot	\$2.00	\$2,700.00	\$6.00	\$8,100.00	\$13.50	\$18,225.00	\$10.90	\$14,715.00	\$1.50	\$2,025.00
X	4	Structural Crack Repair Services	150	Linear Foot	\$15.00	\$2,250.00	\$100.00	\$15,000.00	\$85.00	\$12,750.00	\$30.00	\$4,500.00	\$25.00	\$3,750.00
X	5	Cut-Out and Replace Existing Pool Beam	150	Linear Foot	\$110.00	\$16,500.00	\$220.00	\$33,000.00	\$30.50	\$4,575.00	\$60.00	\$9,000.00	\$75.00	\$11,250.00
X	6	Replace Coping	150	Linear Foot	\$40.00	\$6,000.00	\$31.00	\$4,650.00	\$42.00	\$6,300.00	\$50.00	\$7,500.00	\$50.00	\$7,500.00
X	7	Re-pour Pool Deck	1350	Square Foot	\$15.00	\$20,250.00	\$10.00	\$13,500.00	\$50.00	\$67,500.00	\$15.00	\$20,250.00	\$25.00	\$33,750.00
X	8	Bond Coat Application Services	1350	Square Foot	\$2.00	\$2,700.00	\$4.00	\$5,400.00	\$17.50	\$23,625.00	\$5.00	\$6,750.00	\$2.00	\$2,700.00
X	9	Marcite/Plaster Installation Services	1350	Square Foot	\$8.00	\$10,800.00	\$11.40	\$15,390.00	\$32.00	\$43,200.00	\$20.00	\$27,000.00	\$5.00	\$6,750.00
X	10	Fittings Adjustment/Replacement Services	1	Lump Sum	\$2,000.00	\$2,000.00	\$3,300.00	\$3,300.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00

EVALUATION TABULATION

Invitation For Bid - Marcite Finish - Swimming Pool Resurfacing Services

EVALUATION TABULATION

IFB No. IFB- 26 - 260

Marcite Finish - Swimming Pool Resurfacing Services

North Shore Activity Pool - Marcite Finish Resurfacing Services					AuMiller Pools LLC		C F Curtis Construction		Ferris Pools Inc.		Mountaintop Technology Comm LLC SDVOSB		THE POOL WORKS OF FLORIDA, INC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Pool Startup and Chemical Balancing Services	1	Lump Sum	\$500.00	\$500.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00
X	12	Final Cleanup and Site Restoration Services	1	Lump Sum	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
Total						\$96,200.00		\$107,040.00		\$198,742.00		\$99,716.50		\$74,525.00

EVALUATION TABULATION

Invitation For Bid - Marcite Finish - Swimming Pool Resurfacing Services

EVALUATION TABULATION

IFB No. IFB- 26 - 260

Marcite Finish - Swimming Pool Resurfacing Services

ADDITIVE ALTERNATIVES (OPTIONAL WORK)

Additive Alternatives (Optional Work)					AuMiller Pools LLC		C F Curtis Construction		Ferris Pools Inc.		Mountaintop Technology Comm LLC SDVOSB		THE POOL WORKS OF FLORIDA, INC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	Replace Waterline Tiles	1	Linear Foot	\$62.75	\$62.75	\$25.00	\$25.00	\$26.00	\$26.00	\$35.00	\$35.00	\$30.00	\$30.00
	2	Replace Existing Lane Marker Tiles	1	Linear Foot	\$62.75	\$62.75	\$25.00	\$25.00	\$32.90	\$32.90	\$45.00	\$45.00	\$25.00	\$25.00
	3	Replace Gutter Line	1	Linear Foot	\$62.75	\$62.75	\$25.00	\$25.00	\$26.00	\$26.00	\$65.00	\$65.00	\$30.00	\$30.00
	4	Replace Step Markers	1	Each	\$62.75	\$62.75	\$7.00	\$7.00	\$13.00	\$13.00	\$150.00	\$150.00	\$15.00	\$15.00
	5	Replace Depth Marker Tiles	1	Each	\$500.00	\$500.00	\$25.00	\$25.00	\$36.00	\$36.00	\$125.00	\$125.00	\$20.00	\$20.00
	6	Replace Main Drains	1	Each	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$250.00	\$250.00
	7	Concrete Pool Deck Repairs	1	Square Foot	\$25.00	\$25.00	\$20.00	\$20.00	\$50.00	\$50.00	\$25.00	\$25.00	\$10.00	\$10.00
	8	Unforeseen Conditions Allowance	1	Square Foot	\$100.00	\$100.00	\$20.00	\$20.00	\$13.50	\$13.50	\$4.60	\$4.60	\$25,000.00	\$25,000.00
Total						\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

EVALUATION TABULATION

Invitation For Bid - Marcite Finish - Swimming Pool Resurfacing Services

RESOLUTION NO. 2026-_____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO AUMILLER POOLS, LLC FOR MARCITE FINISH – SWIMMING POOL RESURFACING SERVICES FOR THE PARKS & RECREATION DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$403,538; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF \$75,000 FROM THE GENERAL CAPITAL IMPROVEMENTS FUND, FOSSIL PARK POOL MARCITE PROJECT (18909); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$75,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENTS FUND (3001), RESULTING FROM THE ABOVE RESCISSION, TO THE LAKE VISTA POOL MARCITE PROJECT (18913); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department received (5) bids for Marcite Finish - Swimming Pool Resurfacing Services in response to IFB No. 26-260 dated June 17, 2026; and

WHEREAS, The Pool Works of Florida, Inc. withdrew their bid; and

WHEREAS, AuMiller Pools, LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 26-260; and

WHEREAS, the additional funding needed for this agreement will be available after (i) rescinding an unencumbered appropriation in the amount of \$75,000 from the General Capital Improvements Fund, Fossil Park Pool Marcite Project (18909) and (ii) a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above rescission, to the Lake Vista Pool Marcite Project (18913); and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid is accepted and the award of an agreement to AuMiller Pools, LLC for the

Parks and Recreation Department for a total contract amount not to exceed \$403,538 is hereby approved.

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

BE IT FURTHER RESOLVED that the unencumbered appropriation in the amount of \$75,000 from the General Capital Improvements Fund, Fossil Park Pool Marcite Project (18909) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above rescission, the following supplemental appropriation for Fiscal Year 2026:

<u>General Capital Improvements Fund (4003)</u>	
Lake Vista Pool Marcite Project (18913)	\$75,000

This resolution shall become effective immediately upon its adoption.

LEGAL:

Sarah Tucker
00911734.docx

DEPARTMENT:

Richard L. Craft

BUDGET:

E. Makofske



Approvals - gcc

Report • Printed on August 7, 2026

Approved

! Important

912-33 Marcite Finish - Swimming Pool Resurfacing Services, September 3, 2026

Attached for your review & approval is the Consent write-up for Marcite Finish - Swimming Pool Resurfacing Services for the September 3, 2026 Council meeting. Thank you, LBarber x7030

▼ Attachments



Consent write-up: Marcite Fini

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

▼ Final status: Approved

MJ

Step 4: Approved by

Michael J. Jefferis

8/7/2026 2:08:04 PM

RC

Step 3: Approved by

Richard L. Craft

8/7/2026 11:35:20 AM

SS

Step 2: Approved by

Stephanie S. Scarbrough

8/7/2026 11:11:06 AM

SM

Step 1: Approved by

Stacey McKee

8/6/2026 8:03:53 PM

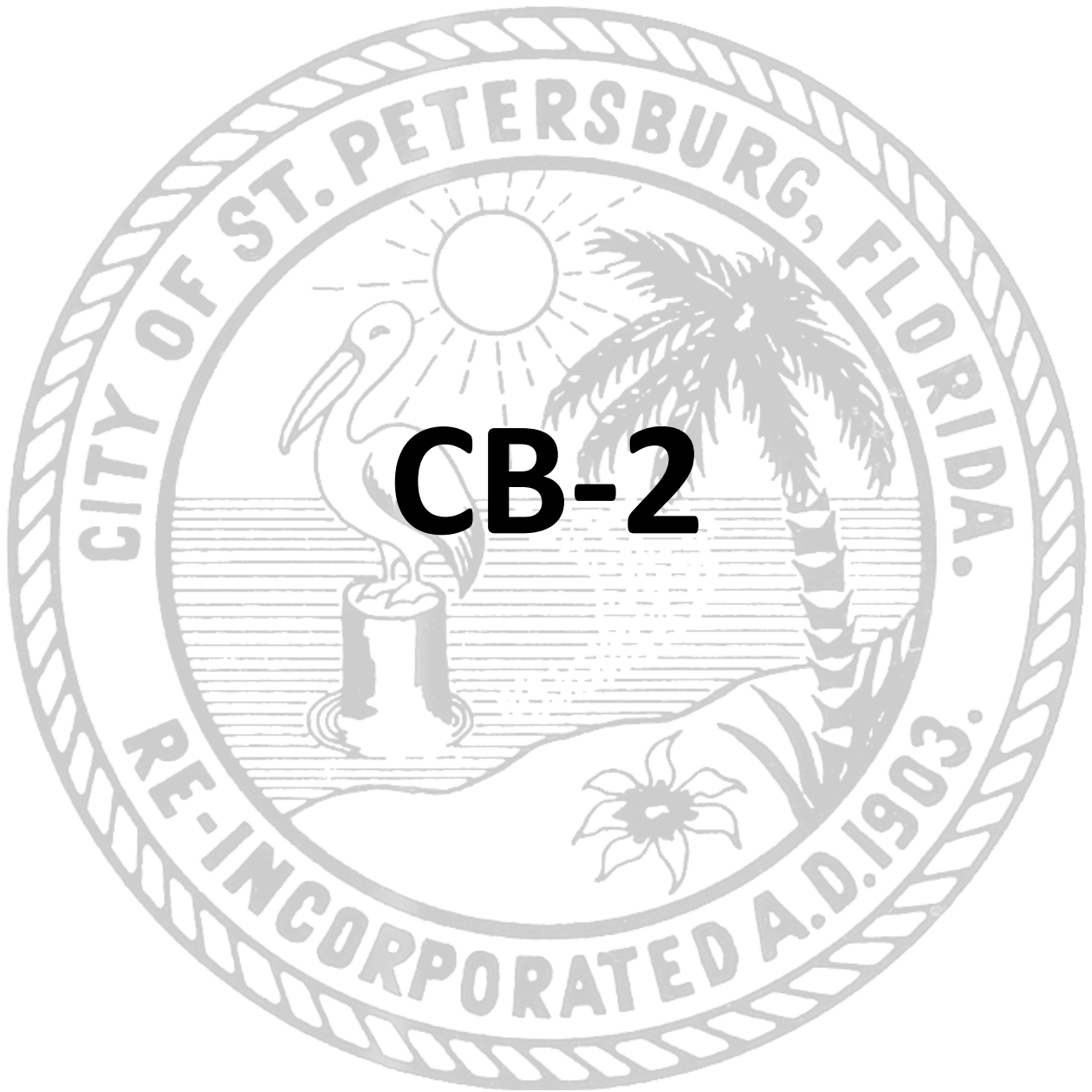
LB

Requested by

Lawanda S. Barber

8/6/2026 3:40:43 PM

The following page(s) contain the backup material for Agenda Item: A resolution confirming and approving agreements with recommended grant recipients for the City's Peli-CAN (Community Access to Nutrition) ("Program"); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 3, 2026

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

Subject: A resolution confirming and approving agreements with recommended grant recipients for the City's Peli-CAN (Community Access to Nutrition) ("Program"); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

Explanation: The mission of Healthy St. Pete, a division of the Parks and Recreation Department, is to build a culture of health in the City by making the healthy choice the easy choice through a collaborative community effort. The Peli-CAN Program intends to offer starting capital, technical training, and mentorship to business participants for the purpose of building mobile healthy food retail establishments, thus increasing access to fresh produce in designated zip codes and strengthening the local food economy. Administration conducted a competitive grant application process, and four applicants were selected based on recommendations of an internal and external workgroup.

Recommendation: Administration recommends confirming and approving agreements with the following recommended grant recipients for the Program: Amir Wansley, Erica Hall, Patrick Connelly, Ian Hall and Ted Copper; authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department, Healthy St. Pete Division (190-1587).

Attachments: Resolution

Approvals:

Administration: _____ **Budget:** Emily Rapchak

Resolution No. 2026 - _____

A RESOLUTION CONFIRMING AND APPROVING AGREEMENTS WITH RECOMMENDED GRANT RECIPIENTS FOR THE CITY'S PELI-CAN (COMMUNITY ACCESS TO NUTRITION) ("PROGRAM"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has established the Peli-CAN (Community Access to Nutrition) Program ("Program"), which intends to offer starting capital, technical training, and mentorship to business participants for the purpose of building mobile healthy food retail operations in designated zip codes; and

WHEREAS, the City has applied for and was awarded a grant in the amount of \$125,000 from the Foundation of a Healthy St. Petersburg to support the Program; and

WHEREAS, the City's investment in strengthening the local food system promotes physical and economic access to safe, nutritious, and culturally appropriate food in all areas of the community; and

WHEREAS, City Administration conducted a competitive grant application process, through which four applicants were selected based on recommendations of an internal and external workgroup; and

WHEREAS, City Administration recommends approval of the agreements with the selected grant recipients to implement the Program.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, that the agreements with recommended grant recipients for the City's Peli-CAN Program are hereby confirmed and approved.

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

This Resolution shall become effective immediately upon its adoption.

Sarah Lucker

Michael J. Smith

LEGAL:

DEPARTMENT:

Sarah Lucker

GRANT AGREEMENT
CITY OF ST. PETERSBURG PELICAN PROGRAM

THIS GRANT AGREEMENT ("Agreement") is made this 19 day of August, 20____ ("Effective Date") between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and Brian W. Wainwright ("Grantee") (collectively, "Parties") with regard to the following matters.

RECITALS:

WHEREAS, the City desires to utilize a portion of its available funds to improve physical and economic access to fresh fruits and vegetables for City residents located within USDA-identified Healthy Food Priority Areas within the city, cultivate community-based business leaders and address social determinants of health related to healthy food access, diet-related chronic disease and economic instability; and

WHEREAS, the City has established the PeliCAN (Community Access to Nutrition) Grant Program to provide selected applicants with startup capital, training and certain equipment necessary for the development and operation of mobile healthy food retail establishments serving residents within Healthy Food Priority Areas; and

WHEREAS, Grantee completed and submitted an application packet, which includes an application ("Application"), to the City, for a grant under the City's PeliCAN Grant Program; and

WHEREAS, the Application describes Grantee's mobile healthy food retail establishment and related activities to be developed and implemented by Grantee with the funding and programmatic support provided under this Agreement ("Project"); and

WHEREAS, Grantee's receipt of the grant and continued participation in the PeliCAN Grant Program is subject to the terms and conditions of this Agreement, including the continued satisfaction of the performance standards, deliverables, monitoring requirements and eligibility criteria set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Grantee covenant and agree as follows:

1. Grant Funding and Expenditures:

- A. The City will pay to Grantee, on a reimbursement basis after the City's review and approval of reimbursement documentation evidencing Grantee's payment of expenses eligible for funding under this Agreement, an amount not to exceed \$31,250 ("City Funding") for the Project, subject to the terms and conditions of this Agreement. Provided Grantee is in compliance with the terms and conditions of this Agreement, the City will disburse approved reimbursement amounts to Grantee within forty-five (45) days after receipt of a complete request for reimbursement.

Requests for reimbursement must include an invoice and supporting documentation for the period being billed that are acceptable to the City. The Grantee must submit invoices by email or in person to the Healthy St. Pete staff designated by the City, or through such other format or system as may be required by the City. The Grantee must use the invoice format and submission procedures that are approved by the City. Invoices must be submitted by the Grantee in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in the Application. The City may withhold payment, reject an invoice or require resubmission if the invoice or supporting documentation is incomplete, inaccurate, not submitted in the City's required format, or otherwise insufficient to demonstrate compliance with this Agreement.

- B. All reimbursement requests must include the following for each expenditure item listed, and any other information deemed necessary by the City (in its discretion), prior to disbursement:
 - i. A copy of invoices with date of service or for purchase of eligible items. For material and supplies purchased, the invoice or cash register receipt must have a description of each item for which reimbursement is requested and must be legible;
 - ii. A copy of cancelled checks or proof of electronic payment from Grantee. For an item to be approved for reimbursement, the name of the vendor on a cancelled check or electronic payment proof must match the name of the vendor on the corresponding invoice; and
 - iii. A copy of signed time sheets and payroll documentation for salary costs, if applicable.
- C. Reimbursement requests must be made by the Grantee monthly during the first five (5) days of any given calendar month in which the request is made. All requests for payment made after the fifth day of the month will be held for processing until the next month.
- D. Grantee acknowledges and agrees that the City Funding may only be utilized for eligible costs directly related to the Project, as approved by the City and described in the Application and the Pelican Grant Program Guidelines ("Exhibit A") and Exhibit B (Project Requirements and Deliverables) and for no other purpose and must be expended during the Term. The City reserves the right to require evidence acceptable to the City of expenditures at any time.
- E. The City may withhold all or any portion of the City Funding at any time if the Grantee is not in compliance with the terms or conditions of this Agreement, including Exhibit B, or is in violation of any applicable Laws (as hereinafter defined).
- F. Grantee must execute and deliver this Agreement to the City on or before August 19, 2026. If Grantee fails to execute and deliver this Agreement to the City by that date, the City will have no obligation to pay to Grantee the City Funding or provide the Program Equipment described herein.

- G. Any and all monies owed to the City by Grantee for any reason must be paid in full prior to the disbursement of any City Funding hereunder.
- H. Grantee's eligibility for each disbursement is conditioned upon Grantee's continued compliance with the requirements of this Agreement.

2. **Program Equipment and Transfer of Title.**

- A. In addition to the City Funding, the City will purchase, or otherwise acquire and provide to Grantee a vending trailer and other equipment, fixtures, hardware, supplies, and related mobile retail infrastructure described in Exhibit C (collectively, the "Program Equipment").
- B. Unless otherwise stated in an applicable transfer document approved by the City, title to each item of Program Equipment will pass from the City to Grantee upon the City's delivery of the item to Grantee. The Program Equipment is transferred to Grantee in its then-existing condition, without any representation or warranty by the City. Grantee shall execute any title, delivery, acceptance, or other document required by the City in connection with the transfer of the Program Equipment.
- C. Upon delivery of the Program Equipment by the City to Grantee, Grantee shall be solely responsible, at Grantee's expense, for all costs and obligations arising from the ownership, maintenance and operation of the Program Equipment. Without limiting the generality of the foregoing, Grantee shall: (i) apply for and obtain title, registration, license plates, tags, permits and inspections required for the Program Equipment; (ii) pay all applicable taxes, fees and other charges associated therewith (including but not limited to, title and registration fees, license plate and tag fees, permitting fees); (iii) obtain and maintain all insurance required by the City or applicable Laws for the Program Equipment; (iv) comply with all applicable Laws applicable to the ownership, possession, transportation, towing and operation of the Program Equipment; (v) keep the Program Equipment in good, safe, sanitary and operable condition; (vi) perform, or cause to be performed, all maintenance and repairs to the Program Equipment in accordance with applicable manufacturer recommendations, warranty requirements and Laws.
- D. Grantee must not sell, assign, lease, pledge, encumber, grant a security interest in, permanently affix to real property, remove any serial number or other identifying mark or use the Program Equipment for any purpose inconsistent with the Project during the Term of this Agreement without the City's prior written consent. Grantee shall keep the Program Equipment free and clear of all liens, security interests, claims and encumbrances, except for the security interest granted to the City under this Agreement.
- E. Grantee shall promptly notify the City of any loss, theft, material damage, seizure, lien, casualty, destruction or change in location or status of the Program Equipment (collectively, the "Equipment Loss"). Grantee bears all risk of loss with respect to the Program Equipment after title is transferred to Grantee. The City shall have no obligation or liability to repair, replace, restore, reimburse, or otherwise compensate

Grantee for any Equipment Loss, regardless of the cause. Grantee shall remain responsible for all obligations under this Agreement notwithstanding any Equipment Loss. Grantee shall also promptly notify the City of any accident, insurance claim, third-party claim or governmental action affecting the Program Equipment. To the extent permitted by applicable Laws, any insurance proceeds payable on account of Equipment Loss shall be used to repair or replace the affected Program Equipment. If there is any loss, theft, material damage, seizure, lien, casualty, destruction or change in location or status of the trailer, it shall be considered an Event of Default pursuant to paragraph 8 if an insurance claim is not made within thirty (30) days and the City is not notified within thirty (30) days of submission of a valid insurance claim. Grantee shall be considered in violation of this agreement if unable to fulfill any obligation under this Agreement due to Equipment Loss, regardless of a valid insurance claim, within sixty (60) days.

- F. Transfer of title does not limit the City's rights under this Agreement. If this Agreement is terminated for cause, or if Grantee misuses, abandons, sells, transfers, encumbers, or fails to insure or maintain the Program Equipment, the City may require Grantee to return the Program Equipment and transfer title back to the City, or reimburse the City for the Recapture Amount (as hereinafter defined) applicable to such Program Equipment. For the purposes of this Agreement, "Recapture Amount" means the cost for the City to replace the Program Equipment.
- G. As security for Grantee's obligations relating to the Program Equipment, including Grantee's obligation to return the Program Equipment or pay the applicable Recapture Amount, Grantee hereby grants to the City a continuing security interest in the Program Equipment and any identifiable proceeds thereof, including insurance proceeds. Upon expiration of the Term without an uncured Event of Default and upon Grantee's full performance of its obligations relating to the Program Equipment as determined by the City in writing, the City's security interest shall automatically terminate.

3. **Term:**

- A. The term of this Agreement begins on the Effective Date and terminates on December 5, 2027, unless earlier terminated as provided for herein ("Term"). Only eligible costs incurred on or before November 30, 2027 are reimbursable. Any City Funding determined by the City to have been overpaid or used for an ineligible purpose shall be immediately returned to the City.
- B. The Mayor, in the Mayor's sole and absolute discretion, may authorize the extension of the Term for up to ninety (90) days to allow Grantee to complete the Project in a timely manner if Grantee is in compliance with this Agreement and Grantee is taking reasonable steps to complete the Project within such ninety (90) day period. A second ninety (90) day extension may be granted by the Mayor, in the Mayor's sole and absolute discretion. Any such authorization for extension shall be in writing.

4. **Reports, Deliverables and Program Monitoring:**

- A. **Reimbursement Reports.** Grantee shall submit to the City reimbursement reports detailing expenditures relative to the Project in accordance with the following deadlines. Reimbursement reports must be in the format requested by the City and must include documentation evidencing utilization of the City Funding in accordance with the requirements of this Agreement (e.g. copies of checks, payrolls, time records, invoices, contracts, vouchers, orders). If the Term is extended pursuant to paragraph 3B, above, Grantee shall submit an additional report at the conclusion of the extended Term.

Reimbursement Report	Deadline
PeliCAN Monthly Vendor Invoice	On the fifth day of each Month, beginning September 5, 2026 and ending December 5, 2027

- B. **Programmatic Reports.** In addition to the reimbursement reports identified above, Grantee shall submit to the City Programmatic reports in accordance with the following deadlines. Programmatic reports must include all data required by the City, including, but not limited to quarterly point-of-sale data for the Project which identifies the geographic location of sales, then-current sales plans, training and certification records, Grantee's individual Capacity Building Plan, and any other information requested by the City.

Report	Deadline
PeliCAN Quarterly Program Report	December 31, 2026
PeliCAN Quarterly Program Report	March 31, 2027
PeliCAN Quarterly Program Report	June 30, 2027
PeliCAN Quarterly Program Report	September 30, 2027
PeliCAN Final Program Report	December 5, 2027

5. **Repayment of City Funding.** If Grantee fails to comply with any of the terms and conditions of this Agreement (including but not limited to failure to comply with the Project as identified in the Application, Exhibit B, applicable Laws, or failure to submit the required periodic reports within the time period required by this Agreement), and such noncompliance continues for ten (10) days after written notice thereof from the City, the City may, in its sole and absolute discretion, require the Grantee to repay all or any portion of the City Funding to the City within thirty (30) days after written notice from the City in accordance with paragraph 13 to repay the City Funding. Notwithstanding the foregoing, no cure period is required for misuse of City Funding, fraud, material misrepresentation, loss of a license or legal authority required to operate the Project, or conduct presenting an imminent threat to public health or safety, as determined by the City.
6. **Compliance with Laws:** Grantee shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Without limiting the foregoing, Grantee shall timely obtain and continuously maintain all registrations, permits, licenses, certifications, approvals, and driver privileges required by the State of Florida and the City to lawfully conduct the Project, operate a Class I mobile

food truck (as required by the City's Code of Ordinances), transport the Program Equipment, and sell whole, uncut produce only, as required by the Project. Grantee shall notify the City in writing within thirty (30) days after any expiration, suspension, revocation, material modification, or other change affecting any required insurance policy, registration, permit, license, certification, approval, or driver privilege; provided that Grantee shall notify the City immediately of any suspension or revocation that prevents lawful operation of the Project.

7. **Reservation of Rights:** To determine the Grantee's compliance with this Agreement, the City may at any time enter and inspect any premises used by Grantee for any part of the Project. The City may also at any time observe sales activities; review point-of-sale, geographic, financial, licensing, insurance, training, and Project records to verify Grantee's compliance with Exhibit B, the Application and this Agreement.

8. **Termination of Contract; Suspension of Project Activities:**

A. Each of the following constitutes an "Event of Default" under this Agreement: (i) Grantee's failure to fulfill, in a timely and proper manner, any obligation under this Agreement; (ii) Grantee's violation of any covenant, condition, or stipulation of this Agreement; (iii) Grantee's failure to obtain or maintain any Authorizations (as hereinafter defined) required under this Agreement or applicable Laws; (iv) any action or conduct that prevents Grantee from lawfully or safely performing the Project, including, but not limited to the suspension or revocation of Grantee's driver privileges; (v) a criminal conviction of Grantee occurring during the Term; (vi) Grantee's failure to complete any required technical training, business course, capacity-building activity, or Project monitoring or evaluation requirement; (vii) Grantee's failure to remain legally authorized to conduct business in the State of Florida or the City; (viii) Grantee's misuse or diversion of City Funding or Program Equipment, or Grantee's use of other Project resources in a manner incompatible with the purposes or requirements of the PeliCAN Grant Program or for any purpose other than the direct operations of the Project; (ix) Grantee's use of City Funding to support activities unrelated to, or outside the direct operations of the Project; (x) Grantee's falsification, concealment or misrepresentation of information provided to the City; (xi) cessation of the business participating in the PeliCAN Grant Program; (xii) any other conduct that the City reasonably determines is inconsistent with the requirements, purposes, or public-interest objectives of the PeliCAN Grant Program. Except as otherwise provided in subsection B below, if an Event of Default continues for ten (10) days after the City provides Grantee with written notice thereof in accordance with paragraph 13, the City may, in its sole and absolute discretion, terminate this Agreement by providing Grantee with written notice of termination in accordance with paragraph 13.

B. Notwithstanding the foregoing, the City may immediately terminate this Agreement without an opportunity to cure upon: (i) misuse or diversion of City Funding or Program Equipment (ii) Grantee's falsification, concealment or misrepresentation of information provided to the City (iii) expiration, suspension, or revocation of any Authorizations needed to lawfully or safely

operate the Project; (iv) a criminal conviction of the Grantee occurring during the Term; (v) cessation of the business participating in the PelICAN Grant Program; or (vi) Grantee's failure to fulfill, in a timely and proper manner, any obligation under this Agreement related to safety, indemnification or insurance coverage.

- C. Grantee will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Grantee.
- D. In addition to, and without limiting the City's rights under subsections A. and B. above, if the City determines that the Grantee has failed to comply with this Agreement or that Grantee has engaged in conduct inconsistent with the purposes, requirements or public-interest objectives of the PelICAN Grant Program, the City may, upon written notice to the Grantee, suspend all or a portion of the Project activities. The City may impose such suspension in its discretion, for reasons including, but not limited to, protecting City Funding, ensuring Agreement compliance, addressing monitoring findings, investigating suspected Agreement non-compliance, preventing the incurrence of ineligible costs, or requiring corrective action of the Grantee. During any period of suspension, the Grantee shall not incur additional costs, enter into new obligations, expend City Funding, or continue suspended Project activities for which reimbursement will be sought. Any costs incurred by the Grantee during a suspension without the City's prior authorization in writing shall be incurred at the Grantee's sole risk.

9. **Indemnification:**

- A. Grantee shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - i. The performance of this Agreement (including changes and amendments hereto), including, but not limited to, all activities comprising or related to the Project and participation in the PelICAN Grant Program, by Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - ii. The failure of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

- iii. Any negligent act or omission of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- iv. Any reckless or intentional wrongful act or omission of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers; or
- v. The ownership, possession, custody, control, registration, licensing, titling, towing, transportation, loading, unloading, storage, inspection, maintenance, repair, alteration, modification, condition or use of any Program Equipment.

B. The provisions of this paragraph 9 are independent of, and will not be limited by, any insurance required to be obtained by Grantee pursuant to this Agreement or otherwise obtained by Grantee, 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.

10. **Insurance:**

- A. Grantee shall maintain the following types and amounts of insurance throughout the Term of this Agreement at its own expense:
 - a. Commercial General Liability insurance in an amount of at Three Hundred Thousand (\$300,000) per occurrence, Three Hundred Thousand Dollars (\$300,000) 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.
 - b. Commercial Automobile Liability insurance of Three Hundred Thousand (\$300,000) combined single limit.
 - c. Commercial Comprehensive and Collision Insurance on vending trailer. Insurance must include coverage for collision, weather, theft, fire, vandalism and other perils.
 - d. 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.
- B. All of Grantee's insurance policies, except Workers' Compensation shall name the Indemnified Parties as additional insureds.
- C. All policies shall provide that the City will be provided notice at least thirty (30)

- C. Grantee shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
12. **Ineligibility for Future Funding:** The City may deem Grantee ineligible to apply for funds in subsequent years if (i) the City withholds all or any portion of the City Funding from Grantee in accordance with this Agreement; (ii) the City reclaims the City Funding pursuant to paragraph 5; (iii) the City terminates this Agreement for any reason; or (iv) the City determines Grantee is not in compliance with the terms or conditions of this Agreement or is in violation of any applicable Laws.
13. **Notices:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.
- | | |
|------------------------------------|---------------------------|
| CITY OF ST. PETERSBURG: | GRANTEE: |
| City of St. Petersburg | <u>Amir Warnsky</u> |
| P.O. Box 2842 | <u>941 18th St S</u> |
| St. Petersburg, Florida 33731-2842 | <u>St. Pete, FL 33712</u> |
| Attention: | <u>Attention:</u> |
14. **Nondiscrimination:** Grantee, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category; provided, however, that the City may not enforce this provision to prohibit or discriminate against religious exercise in a manner that would be proscribed by the United States Constitution or other applicable Laws.
15. **Marketing:** Grantee agrees to participate in City marketing initiatives related to the Pelican Grant Program. Grantee hereby gives the City permission to photograph, record, interview, and reproduce Grantee's name, image, voice, likeness, statements, and Project-related activities ("Marketing Media") in City-owned or City-sponsored informational, educational, promotional, and marketing materials relating to the Pelican Grant Program, without any compensation. The City may edit, alter and distribute such Marketing Media in any media, including, but not limited to, on the City's website, social media, radio stations, television channels, brochures, newsletters, or other forms of publication. Grantee hereby releases, waives, discharges and covenants not to sue the City, its City Council, Mayor, any

days prior to any cancellation, reduction or material change in coverage.

- D. Prior to the City's distribution of any funds pursuant to this Agreement, Grantee shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the City's request, Grantee shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.
- E. 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.
- F. If the insurance carried by the Grantee has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, shall be the requirement in this Agreement. If the Grantee's insurance limits are greater than the minimum limits set forth herein, then the Grantee's insurance limits shall be the required limits in this Agreement.
- G. Grantee 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. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

11. **Records:**

- A. Grantee shall maintain financial books, records, and accounting information related to this Agreement in accordance with generally accepted accounting principles. Grantee shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, Grantee shall retain all such books, records and information for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement, and all such documents shall be clearly identified and accessible.

City department or subdivision, its employees, representatives, officers, agents, and volunteers (hereinafter collectively referred to as "Releasees"), for any claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever against Releasees Grantee ever had, now have, or can, shall, or may ever have, upon or by reason of, directly or indirectly, relating to or arising from the City's use of the Marketing Media.

16. **Assignment:** Grantee shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph 16 is void and confers no rights upon the assignee.
17. **Governing Law and Venue:** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
18. **Due Authority:** Each party to this Agreement represents and warrants to the other party that it is legally authorized to enter into this Agreement and, if Grantee is an entity, that Grantee is duly organized, validly existing, and in good standing under applicable Law.
19. **Captions:** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
20. **Non-Appropriation:** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
21. **No Third-Party Beneficiaries:** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
22. **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.
23. **No Waiver:** No provision of this Agreement may 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 the Grantee does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

24. **Severability:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
25. **Permits and Licenses.** Grantee shall, at its sole cost and expense (unless expressly provided otherwise in this Agreement), obtain and continuously maintain during the Term of this Agreement, all permits, licenses, registrations, certifications, inspections, approvals and other governmental authorizations ("Authorizations") required to perform any Project activities, participate in the PeliCAN Grant Program, and possess, title, register, tow, transport, store, maintain and use the Program Equipment, including but not limited to, a City Class I mobile food truck permit, all business tax receipts, vehicle and/or trailer title and registration requirements, license plates or tags, food-distribution related permits and certifications, and any other approvals. Upon request, Grantee shall provide the City with written evidence satisfactory to the City that all such Authorizations have been obtained and remain current and in good standing. Grantee shall notify the City immediately if any such Authorization expires, is suspended, revoked, denied, modified or otherwise becomes invalid.
26. **City Consent and Action:**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
27. **Survival:** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
28. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("**Permitted Delay**"), such party will be excused for

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

GRANTEE:

By:

Print: Amir Warnsky

Title:

CITY OF ST. PETERSBURG, FLORIDA

By:

Print: _____

Title: _____

ATTEST:

Chandrasa Srinivasa, City Clerk

(Seal)

Approved as to Form and Content:

City Attorney (designee) 00908923

the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

29. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.
30. **Agreement Components.** The agreement components are this Agreement, the exhibits attached to this Agreement, and the PeliCAN Grant Program Guidelines (which were provided to the Grantee by the City in advance of Agreement execution). In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its exhibits, (ii) the exhibits to this Agreement, and (iii) the PeliCAN Grant Program Guidelines.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Exhibit A
Application and Program Guidelines

Applicant

Amiir Wamsley
404-548-9230
@ amilnwamsley@gmail.com

2026 Pelican Grant Program

Primary Contact Information:

First Name:

Amiir

Last Name:

Wamsley

Mailing Address:

948 18th St S

City:

St Petersburg

State:

FL

Zip Code:

33712

Cell Phone Number:

4045489320

Home Phone Number:

-

Email:

amiirwamsley@gmail.com

Additional Contact Information:

Will there be anyone helping you run the business program?

No

Vehicle Information:

Applicants selected for participation in the business program must currently own, have reliable access to, or be able to obtain a motor vehicle in good working condition. Applicants selected must also maintain a valid Florida Driver's License and will be required to maintain valid motor vehicle insurance, including all legally required business insurance coverage, for the duration of the program.

Model:

Colorado

Do you have valid vehicle registration, registered in your name, with the Florida Department of Motor Vehicles? Please upload a copy of your vehicle registration in the upload documents section.

Yes

Make:

Chevy

Vehicle Year:

2007

Insurance Provider

Progressive

Insurance Policy Number:

981621491

Policy Expiration Date:

11/23/2026

Towing Capacity of Vehicle (if known):

4000lbs

Do you have a valid Florida Driver License? (Primary applicant name must match information the driver license.)

Yes

Name on Primary Applicants Florida Driver's License

Amir S Wamsley

Florida Driver's License Number

W624645413000

Background Information

Have you been convicted of any misdemeanor (including traffic violations) or felony within the past 10 years? (A conviction does not automatically disqualify you from the program.)

No

Current Employment Status

What is your current employment status? Check all that apply.

Full Time (40 hours or more per week)

—

Part Time (20 hours or less per week)

Not currently employed

—

true

Mission Alignment & Community Advocacy

Why do you want to participate in the Pelican Program? (500 words max)

I truly believe that health is wealth. Without fresh food children don't concentrate in school, high processed foods make children over stimulated in class and unfocused. Also, we live in a food desert, and I want to be a part of changing that from the grassroots. The typical food available in our area is fried, over processed, unhealthy, overly convenient, but there are no wholefood stores within 10 minutes of the neighborhood.

Describe your willingness to work toward solutions with the community and perform a majority of sales in Healthy Food Priority Areas? (500 words max)

I'm intently open to implementing new ideas, ingenuity, and hard work to providing healthy alternatives in my community. I'm willing to work at this fulltime and I have the time to allocated to providing a healthy environment that promotes nutrition.

Describe how your business will actively collaborate with community members to address fresh produce access within Healthy Food Priority Areas. (500 words max)

We plan to work with the local food collectives to purchase produce intern this helps further the "collectives" advocacy. We will track, and talk with members of the community groups, churches, organizations to setup plans to be where they suggest we show up to provide our services. These organizations are key in the communication of our mission. Along with distributing flyers and building relationships will build a solid network of a referrals and collaborations that will allow us to serve the people that need it the most.

Why do you think its important to advocate for healthy food in your neighborhood? (500 word max)

As said above I believe health is wealth. No one can create, work well, stay focused with unclean food and bodies. It's also important for this change to be grounded and forged by people who live and invest in the community already. Change should always come from within 1st. Just like healthy food changes the body from within so does a community leader who offers alternatives to what is making us ill.

Operational Capacity & Commitment

How many hours per week do you have available to devote to the operation of the business program if selected? (250 words max)

I have 50 hours a week to allocate.

Describe any experience you may have operating or handling a trailer or mechanical equipment. (250 words max)

In the Airforce I operated, heavy mechanical/electrical equipment, bobcats, forklifts, and such as my job on the base. I was in material management.

Professional Development & Experience

Describe the professional, personal, or volunteer experiences that have best prepared you to succeed in this program. (250 words max.)

I've worked in the restaurant business for over 6 years. I know how to handle fresh goods, the temperatures whole foods need to be kept, and how to identify when goods are no longer viable for consumption.

Are you prepared to follow a 15-month structured learning path, and how do you typically respond when program advisors suggest changes to your current business strategy or operations? (250 words max)

Yes, I am prepared to follow a 15mnth learning path.

List any special skills or certifications that you feel would help you accomplish the goals and objectives of this business program. (250 words max)

I have a safe serve certificate and plan to get the Management certificate.

Proof of City of St. Petersburg Residency

null

A successful participant must dedicate significant time to both classroom learning and business growth. Describe your strategy for ensuring that classes and meetings remain a priority during busy operational periods. (250 words max.)

I can make all of the meetings and classroom time during the operational periods. I have a reliable vehicle that will take me to all meetings and classes.

Please offer an example of hours you may plan to operate your business. (Days /Hours)

From 7:00 AM EST to 7:00 PM EST Monday through Saturday

Which of the core business competencies—finance, management, or marketing—do you feel will be the greatest challenge for your business, and why? Please describe how gaining expertise in these specific areas will fundamentally change the way you operate your business. (250 words max)

The financing and marketing will be the largest gap. Learning more about these two items will give me a strong foundation and confidence when working the details while growing the business.

Describe your strategy for achieving long-term financial sustainability once the program's formal support ends. Specifically, how do you plan to manage profitability and what adjustments will you make to your business model to ensure operations remain viable in the long term? (250 words max)

First, I will work to form relationships with community organizations to utilize the massive network of word of mouth marketing here in St Petersburg. Each month I will invest 5% of the business revenue back into marketing on social media, and flyers, the remainder of revenue will be saved in a business account. Each week continual community outreach regularly will be paramount. However, monitoring waste, tracking what sells vs what doesn't and pivoting to offer what the community needs and shrinks overhead. Controlling waste goes a long way to sustainability.

All primary program applicants must reside within the City of St. Petersburg. Applicants must submit two documents that verify

both the primary applicant's name and a residential address within the city. Acceptable documentation includes: a copy of a Florida driver's license; Vessel documentation; vehicle registration; a recent utility bill (electric, water, gas, telephone, or cable); deed or mortgage documents, including a recent mortgage statement; a current rental or lease agreement; voter registration card; Pinellas County tax bill; W-2 or 1099 form; recent paycheck stub.

Required Submission Uploads

Copy of Florida Driver's License

55829

Copy of Vehicle Registration with Florida Department of Motor Vehicles

55828

Proof of City of St. Petersburg residency - 1

55832

Proof of City of St. Petersburg residency - 2

55833

Level One Background Screening

55831

Special and/or Relevant Certifications or Degrees

—

Special and/or Relevant Certifications or Degrees

—

INFORMATION DESIGNATED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY

INFORMATION DESIGNATED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY All applications (including all documentation and materials attached to applications or provided in connection with this applications) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Applications (including all documentation and materials attached to applications or provided in connection with applications (even if in a separate electronic file)) submitted to the City cannot be returned. THE CITY WILL NOT CONSIDER APPLICATIONS IF THE ENTIRE APPLICATION IS LABELED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY. If an applicant believes that its application contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure, then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate envelope, the applicant must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request. The City does not warrant or guarantee that Information designated by the applicant as a trade secret and/or

confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by the applicant is/are correct and/or accurate. Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary, the applicant agrees to defend and indemnify the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against any and all claims, demands and actions (whether or not a lawsuit is commenced) arising out of or in connection with applicant's designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary. Failure to comply with the requirements above shall be deemed as a waiver by the applicant to claim that any information in its proposal is a trade secret and/or confidential and/or proprietary, regardless of whether such information is labeled trade secret and/or confidential and/or proprietary. Applicant acknowledges, understands, and agrees that all information in its application (not including information submitted in a separate envelope and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section) will be disclosed, without any notice to the applicant, if a public records request is made for such information, and the City shall not be liable to the applicant for such disclosure. Applicant acknowledges and understands that applicant's application, including the information submitted in a separate envelope and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section, will be distributed to City staff and City consultants to allow proposer's entire application, including the information submitted in a separate envelope, to be evaluated. CITY NOT RESPONSIBLE FOR PREPARATION COSTS

CITY NOT RESPONSIBLE FOR PREPARATION COSTS

PROHIBITED COMMUNICATION

DISQUALIFICATION

CONFIRMATIONS

I have read and understand the Pelican Program Guide?

true

I agree to participate and complete all required business and program training.

true

Participant selected shall submit to the City such data, reports, records, contracts, and other documents relating to the business program as the City may require, as more particularly described in the Pelican Program Agreement

true

I agree that I will return a portion or all funding if the program is not carried out as described in the grant agreement.

true

I understand that the produce trailer and other business equipment and supplies awarded to me through the grant will only be used in the operation of the business program.

true

Primary Applicant Signature

true

I have read and understand the business activity considerations within the Pelican Program Guide and can carry out, or cause to be carried out, the core activities associated with business operations.

true

I confirm the conditions of this program and agree to accept the City Council's decision regarding my application.

true

I agree that the primary applicant will provide monthly detailed financial documentation to include receipts, invoices, payroll records, and time and effort report.

true

I agree that a completed Final Report including financial verification will be provided to the city within 30 days of completion of the project.

true

I understand that I may be required to repair or replace any damaged equipment listed in the lease agreement during the term of this program.

true

I agree to sign a City-prepared program agreement within ten (10) business days from my receipt of the program agreement. EACH APPLICANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING THE PROGRAM AGREEMENT.

true

Date

05/12/2026

PELICAN GRANT PROGRAM

Program Guide

*Funded in partnership with
The Foundation for a Healthy St. Petersburg
and Orlando Health Bayfront Hospital*



HEALTHY ST. PETE



Healthy St. Pete is a division of the St. Petersburg Parks and Recreation Department. The mission of Healthy St. Pete is to build a culture of health in our city by making the healthy choice the easy choice through a collaborative community effort.



WHAT IS THE PELICAN GRANT PROGRAM?

The PelICAN (Community Access to Nutrition) Grant Program is a business development program that offers training, starting capital, and continued operational and marketing support to program participants for the purpose of creating a mobile healthy food retail business. The goal of the program is to improve physical and economic access to fresh fruits and vegetables for residents in Healthy Food Priority Areas throughout St. Petersburg and to create opportunities for upward financial mobility for residents seeking to become food justice advocates and community-based business leaders. The mission of the program is to promote health across the city and address the social determinants of health that relate to chronic, diet-related diseases that disproportionately impact residents in Healthy Food Priority Areas. The PelICAN Grant Program is administered by Healthy St. Pete.

Healthy St. Pete is a division of the City of St. Petersburg Parks and Recreation Department and was founded to elevate health as a priority through collaboration and to drive meaningful change in the health conditions and outcomes of all residents in the city. Healthy St. Pete is a leader in pioneering programs, fostering collaboration, and facilitating resource accessibility for residents, with ten years of experience engaging community partners in providing free, health-focused programming and engagement opportunities. Healthy St. Pete continues this work in pursuing new programmatic areas specifically for healthy food access, launching successful pilot initiatives like the FRESH Pace Healthy Neighborhood Store Program, the Healthy Food Action Plan, and the Fresh Rec Stop Program.

The PelICAN Grant Program is generously funded through the Healthy People 2025 Grant from The Foundation for a Healthy St. Petersburg and Orlando Health Bayfront Hospital and provides technical assistance for program evaluation, community connection, and resource navigation.

WHAT THIS PROGRAM IS NOT

The PelICAN Grant Program is not a business loan program. While program participants receive infrastructure and operational supplies and will become individual business owners, they are not expected to “pay it back” at the end of the program term. Participants will earn profit, like a regular business owner, and will learn how to manage that profit to support their business and livelihoods. Participants are enrolled in a curriculum that builds business ownership and healthy food advocate skills and are expected to use and display those skills “on the job”.

The 15-month program is designed to be cumulative, and participants will experience a tiered launch into becoming a mobile healthy food retail business owner with monetary and technical support gradually scaled back over the term of the program. The purpose of this program design is to create opportunities for program participants to understand their strengths and where they need the most support to continue to be successful as a mobile healthy food retail business owner after the program term. Program participants will own their own business but will operate under the branding of the PelICAN Grant Program to build community recognition of the program, its goals, and its mission. The PelICAN Grant Program's mobile produce carts will offer only whole, uncut produce. The program is not intended to offer prepared foods, including items that are cut, processed, or cooked. The program is not intended to be an extension of or support or supplement to an existing business.

ELIGIBILITY CRITERIA

Applicants must be 18 years or older, a resident of the City of St. Petersburg, legally authorized to work in the United States, and possess a valid driver license. Individuals that do not meet the criteria outlined in this program guide will not be eligible to apply.

This program is for anyone interested in an opportunity to become a small business owner and an advocate for their community's access to nutritious, culturally relevant, and affordable produce. Participants should also have the drive to work toward solutions with their community. This program incorporates community engagement heavily, which informs aspects of the program like the type of produce sold, the times and days, and the locations of operation. Participants should remember that they will be building, operating, and growing a business, so adequate time and energy should be reserved for this purpose. Participants will be required to attend in-person and virtual classes and meetings on a flexible schedule outside of their business's operation hours. Healthy St. Pete will work with program participants to accommodate an existing part-time work schedule. Participants in the PelICAN program will have the ability to create their schedule as a part-time or full-time opportunity.

BUSINESS ACTIVITY CONSIDERATIONS

Program participants are expected to carry out, or cause to be carried out, the core activities associated with the proposed business operations. Some program-related activities may involve physical tasks such as the following:

- Moving, turning, crouching, and lifting (with or without assistance)
- Sitting or standing for periods of time
- Navigating uneven and varied surfaces
- Operating in indoor/outdoor environments
- Using equipment or fixtures relevant to the business, including operating the mechanical aspects of a trailer, locking mechanisms, and assembling shelving
- Setting up and breaking down produce displays



OBLIGATIONS OF THE CITY

All program participants, if accepted into the program, will be required to sign a program agreement with the City of St. Petersburg outlining the obligations of each party. The form and content of the program agreement will be determined by the City. Selected participants must sign the program agreement and return it to the City within thirty (30) business days from the date the final approved program agreement has been received by the selected participant. No agreement shall be considered binding upon the City until it has been properly executed by all parties. A summary of expectations is listed below. This is not an exhaustive list.

Healthy St. Pete (The City) will provide the following:

- Program management, coordination, and direct service support for the PeliCAN initiative.
- Coordination of collaborative partners and program resources for participants.
- Establishment of mobile retail infrastructure.
- Development of marketing assets.
- Support and cost of licensing and permitting processes.
- Delivery of health education and programming connected to the PeliCAN Grant Program.

OBLIGATIONS OF THE PARTICIPANT

The PeliCAN Grant Program participant will provide the following:

- Active participation in the established program curriculum, including class, webinar, meeting, and training attendance.
- Consistent communication with the Healthy St. Pete PeliCAN Grant Program manager, organizational partners, and community where the business operates.
- Completion of all required program monitoring and evaluation activities, including sharing data related to business operations, such as sales, profits, and general performance outcomes; sharing consumer feedback; and completing surveys and other analytic tools as required by the grant.
- Integrity in business operation, inventory pricing, and infrastructure management.
- Participation in PeliCAN Grant Program events, promotions, activities, and community engagement where appropriate.
- Use of PeliCAN Grant Program branded marketing materials and channels in addition to other approved marketing activities.
- Responsiveness to changes in the administration of the PeliCAN Grant Program, community feedback on best business practices, business operation, and sales data.
- A willingness to perform most of their produce sales within the designated Healthy Food Priority Areas.

PROVISIONS FOR DISENROLLMENT

PeliCAN Grant Program participants who are selected through the competitive grant process and sign a program agreement with the city may still be removed from the program if certain conditions are not met. Criteria that qualify for disenrollment from the program include the following:

- Failure to obtain or maintain the appropriate required insurance policies, licensure, or permits or failure to notify the City of changes to this documentation within 30 days.
- Revocation of driver license privileges or disqualifying criminal convictions during the program period.
- Failure to complete the required technical training, business courses, or program monitoring activities.
- Failure to meet the requirements to do business in the State of Florida or the City of St. Petersburg.
- Use of equipment, funds, marketing, or City materials in ways incompatible with the goals and mission of the program or for uses other than direct program implementation.

WHAT THE PROGRAM PROVIDES

As part of the PeliCAN Grant Program, participants will be provided the resources, infrastructure, and cost for items required to operate a mobile healthy food retail business as outlined in the program guidelines and the program agreement. These include the following:

Business infrastructure

- Vending trailer, tow hitches (if necessary) and locks
- Umbrella, fan, trash can, stool, produce scales, display and storage materials, shopping bags and stands
- Point of sale and SNAP vendor devices, systems, mobile Wi-Fi hardware and subscription, Bluetooth readers
- Branded customization of all infrastructure

Business operation

- Cost for Business Tax Receipts, Florida Articles of Incorporation, Florida Fictitious Name Registration, annual report, business incorporation, food manager certificate, renewal fees
- Guidance on becoming SNAP/EBT certified
- Wholesale club membership and renewal fees, event registration fees
- Marketing and advertisement via digital media ads, print advertisements, program print materials, recipe cards, posters, etc.
- Cost of produce inventory for a period of 15 months

Participation incentives

- \$800 monthly vendor stipend for 15 months
- Customer incentives cost (where applicable)
- Customer coupon redemptions (where applicable)

WHAT THE PROGRAM DOES NOT PROVIDE

The Pelican Grant Program is grant funded. It has a predetermined budget for the direct costs of the program. Many of these program costs are accounted for, but some may not be. The following are ineligible costs and awarded grant funds may not be used for such costs.

- Car insurance, business insurance, or other insurance costs
- Gas or transportation costs
- Personal or employee costs
- Any costs incurred outside of the program guidelines or agreement
- Any other items that are deemed ineligible according to the program guidelines or agreement at the discretion of the City

PAYMENTS

All costs, including stipends, are paid through a reimbursement model requiring submission of monthly invoices. A first initial training payment will be disbursed to provide adequate funds needed for reimbursement of business costs. Healthy St. Pete will provide training on the invoicing process, including assembly and submission. This will be offered immediately upon enrollment to ensure prompt payments are made to program participants. Participants will receive paper checks mailed to their home or business addresses no sooner than 30 days after processing. The City is not able to offer ACH payment service at this time.

INSURANCE REQUIREMENTS

Program participants will be required to hold certain insurance policies to qualify for continued enrollment. These policies may be held with the company of their choice. Insurance requirements will be included in the program agreement and determined by the City's Risk Management Division. The cost of these policies is not a covered expense under the Pelican Grant Program. Examples of these types of coverage include the following:

- Commercial auto insurance
- General liability
- Property insurance



INDEMNIFICATION

An indemnification provision will be included in the program agreement. Such provision may address, among other things, the participant's responsibility for claims, damages, losses, and expenses arising out of or related to the participant's activities under the program. The specific terms and scope of the indemnification will be set forth in the applicable program agreement and determined by the city in its sole discretion.

ORGANIZATIONAL PARTNERS

The PeliCAN Grant Program aims to address the systemic nature of health disparities through cross-organizational collaboration. Many organizational partners will contribute their subject matter expertise to the PeliCAN Grant Program. Program participants can expect to regularly interact with the local organizations listed below.

THE GREENHOUSE

The St. Petersburg Greenhouse offers free small business development assistance to new, established, and prospective St. Pete business owners. The Greenhouse offers curated programs, individual mentorship, and peer connections. These resources educate, prepare, and guide business owners through the development stages and beyond to support growth and sustainability. Participants will enroll in The Greenhouse Small Business Navigator (SBN) program to develop individual capacity building plans, operating budgets, and spending plans and receive guidance on state and local business regulations required to establish a small business. Services are provided in partnership with SCORE Pinellas County, the Florida Small Business Development Center at Pinellas County, and Greenhouse Navigators.



ADDITIONAL BUSINESS TRAINING

PeliCAN Grant Program participants are required to complete training courses related to the operation and implementation of the grant program and additional training on topics that may include safe food handling, trailer operations, point of sale operations, grant management and invoicing, produce procurement, produce stocking, SNAP/EBT, and understanding the PeliCAN Grant Program's role in positively contributing to St. Petersburg's food system.

HOW TO APPLY

The PeliCAN Grant Program is administered as a competitive grant program. Prospective program participants must apply to be enrolled in the program and receive funding. The PeliCAN Grant Program application period opens May 1, 2026, and closes May 31, 2026. Completion of an application does not guarantee receipt of funding or enrollment in the program. Applications must be completed electronically on the OpenGov platform. Individuals that require electronic or internet access or help navigating the OpenGov platform and application process may receive help by registering for Tech Help appointments at select St. Petersburg Library locations. See www.splibraries.org and click on services for more information.

Program applications, payments, and other information submitted by the applicant or participant related to the PeliCAN Grant Program, its implementation, operation, or evaluation are subject to Florida public records law.

REQUIRED DOCUMENTATION

Applicants will be required to have certain information and documentation available to apply. This includes the following:

- Driver license number
- Proof of St. Petersburg residence
- Proof of current vehicle insurance coverage

Applicants must consent to a criminal background screening and a DMV records review. The USDA SNAP/EBT certification process will require a Social Security card.

OPENGOV

PeliCAN Grant Program applications will be submitted through the city's procurement platform, OpenGov. Here you will be able to view the guidelines, application, and required documentation as well as other important dates, links, or contact information. Applicants will be required to make an account on OpenGov to complete this application and can be directed to do so at the application link. If accepted to the program, participants will be required to register with the city as a vendor through iProcurement, the city's invoice tracking platform. Healthy St. Pete will assist participants in this process.

Link to apply: <https://stpetersburgfl.portal.opengov.com/>



TECHNICAL ASSISTANCE

For questions regarding the PelICAN Grant Program, help finding technical assistance for application, or other inquiries, please contact Sarah Wiemert, Healthy St. Pete Health Planner at (727) 892-5318 or Sarah.Wiemert@stpete.org. Alternatively, questions may be directed to Kim Lehto, Healthy St. Pete Coordinator, at (727) 892-5867 or Kim.Lehto@stpete.org.

SELECTION PROCESS

All applications to the PelICAN Grant Program will undergo an initial review for responsiveness and completeness. Applications that move on to the next stage will be reviewed by a group of advisors composed of multiple representatives from organizations around the city that work in food access, economic development, or other neighborhood-level work. This group will then make a recommendation for selection of four applicants to St. Petersburg City Council. City Council members will vote on recommended applications for final approval.

Exhibit B
Project Requirements and Deliverables

1. **Grantee's Performance Requirements.** In addition to any other requirements set forth in this Agreement or the PeliCAN Grant Program Guidelines, the Grantee shall, at a minimum:
- A. Attend and actively participate in all educational classes, webinars, meetings, trainings, technical-assistance sessions, and mentorship activities required by the City. The City will determine and communicate the schedule, sequence, format, and subject matter of such activities following Grantee's execution of this Agreement.
 - B. Complete all PeliCAN Grant Program monitoring and evaluation activities required by the City.
 - C. Conduct more than 50 percent of Project sales activities within Healthy Food Priority Areas, subject to quarterly review in accordance with paragraph 4B of the Agreement.
 - D. Apply for, obtain, and maintain all permits, licenses, registrations, approvals, and certifications required by the State of Florida and the City to lawfully do business, operate a Class I mobile food truck, and sell whole, uncut produce only. Unless otherwise approved in writing by the City, Grantee must obtain all such approvals within three (3) months after execution of this Agreement or no later than October 31, 2026, whichever is first.
 - E. Complete all trailering, food manager, food-safety, business, and other certifications identified in the PeliCAN Grant Program Guidelines or otherwise required by the City.
 - F. Carry out and complete the Greenhouse Capacity Building Plan described in the PeliCAN Grant Program Guidelines, including good-faith participation in the in-person and virtual learning opportunities.
 - G. Participate in interviews, photography, and videography requested by the City for PeliCAN Grant Program marketing, education and public-information materials. Provide to the City a completed Exhibit D for each participant in interviews, photography, and videography.
 - H. Provide to the City and prepare the following deliverables:

<u>Deliverable</u>	<u>Deadline/Frequency</u>
Cooperative sales plan identifying proposed locations, dates, operating times, available produce, and estimated prices; revised as necessary.	Initial plan submitted to the City on or before December 31, 2026; updates when requested by the City or when changes to plan occur.
Final program participant experience survey	November 30, 2027, or other deadline established by the City
Required trailering, food manager, food-safety, business, and other certifications	By the applicable deadline established by Law, the PeliCAN Grant Program Guidelines, the Greenhouse Capacity Building Plan, or the City

Greenhouse Capacity Building Plan
activities and documentation of
completion or good-faith progress

March 31st, 2027

Exhibit C
Program Equipment

The City may provide some or all of the following equipment to Grantee, with the brand, make and model determined solely by the City:

<u>Equipment Description</u>
2026 Diamond Cargo 5x8 trailer and customized exterior wrap.
A-frame sign 12 x 24
Ventilated stack and nest produce containers (S-24137 & S-24138)
Trailer hitch lock
Padlock
Ice cooler
Point of sale system, Bluetooth reader, mobile wifi, monthly subscription fees
Hand truck
Tiered external display rack
Operational Supplies (produce scales, display materials, cart supplies, trash cans, produce bags, bag stands, vendor chair, fan)

Equipment listed in this Exhibit C is not eligible for reimbursement through the procedures set forth in paragraph 1.

FLORIDACENTRAL CREDIT UNION

Floridacentral Credit Union is a full-service banking institution that offers business banking and tailored financial literacy and learning opportunities. Participants will have the opportunity to partner with Floridacentral for personalized services and access to business banking accounts with minimal fees and the financial tools and guidance for entrepreneurial operations. Floridacentral will also offer accounting and financial literacy guidance, credit counseling, business loan opportunities, and other advisory services that will ensure participants a solid foundation to build their business on. PeliCAN Grant Program participants will be offered ongoing navigation and financial planning resources for the duration of the program to ensure growth and sustainability.

LOCAL COMMISSARY PARTNER(S)

Healthy St. Pete intends to partner with local businesses or organizations to provide commissary storage to the PeliCAN Grant Program participants. Their partnership in the PeliCAN Grant Program will offer participants cold storage in a commercially licensed facility and vendor trailer parking.

TIMELINE

Participants will be actively engaged in the PeliCAN Grant Program for 15 months from summer 2026 to winter 2027. An approximate timeline for major milestones is below.

May 1, 2026	Applications for the PeliCAN Grant Program open to the public
May 31, 2026	Applications for the PeliCAN Grant Program are due
June 26, 2026	Participants are chosen by workgroup in deliberation meeting
July 2026	City Council considers and takes action on recommendations of workgroup
July - August 2026	Selected participants notified, agreements signed
August - September 2026	Participants begin enrollment in the PeliCAN Grant Program (banking, state and local permitting, etc.)
October - December 2026	Greenhouse business courses begin; soft launch of businesses and trial sales
January 2027	Program evaluation begins (customer and participant surveys)
May 2027	Business and program modification based on evaluation findings
December 2027	PeliCAN Grant Program contracts end

GREENHOUSE CURRICULUM

Participation in the Greenhouse's Small Business Navigator (SBN) program is an important aspect of the PelICAN Grant Program. Participants are required to complete a curriculum of workshops, training courses, and plans designed to assess and build skill sets in four core business competencies: finance, business planning, business management, and marketing and sales. Participants will also utilize the Entrepreneurial Mindset Profile® from Eckerd College to understand their approach to entrepreneurship. The specific workshops that are included in a participant's capacity building plan will be tailored to their level of experience. Some examples of courses available include the following:

Finance

- Setting up your financial system: It's easier than you think
- Understanding basic financial statements
- QuickBooks® desktop basics
- Introduction to business taxes

Business Planning

- How to write your business plan
- Insurance essentials for your business
- Disaster preparedness/recovery for small business owners

Business Management

- How the city buys
- Building resilience after a business setback
- Pricing for profit

Marketing Sales

- How to develop brand awareness
- Get your local business on Google Search and Maps
- 10 tips for advertising your business
- How to use social media for your business

Start-ups

- Establishing a home-based business
- Legal structures
- Capitalizing on your side hustle and gig work

The Greenhouse's resources are free or low-cost to any entrepreneur in St. Petersburg and are available to participants after completion of the PelICAN Grant program. Some resources, like connection to additional funding opportunities or incentive programs, may be available after completion of the PelICAN Grant Program.



Exhibit D

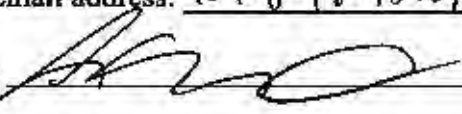
CONSENT, PERMISSION AND RELEASE FOR USE OF PHOTO, VIDEO AND/OR AUDIO

I hereby give the City of St. Petersburg (the "City") and the Amir Warnsley ("Grantee"), including their employees, affiliates, subcontractors, and designees, permission to take and use interviews, photographs, videos, and digital recordings of myself and/or the Minor (as hereinafter defined) for promotional and educational reasons. This publicity may include publication or dissemination of interviews, photographs, videos and digital recordings in publications, posters, brochures, newsletters, on the City or Grantee website, social media, radio stations, television channels, or other special district events or forms of publicity for the City. I understand there is no monetary compensation for use of such interviews, photographs, video or digital recordings. The City and Grantee have the right, among other things, to edit and/or otherwise alter the Media as needed. I understand I will receive no compensation for the City or Grantee's use of the Media. I agree to hold the City and Grantee, and their employees, affiliates, subcontractors, and designees harmless from and against claims, liability, loss, or damage caused by, or arising from the City and/or Grantee's use of the Media. I have read this Consent before signing and fully understand the contents, meaning and impact of this Consent. I understand that I am free to seek the advice of an attorney before signing this Consent and that I have been given the opportunity to seek such counsel.

Name: Amir Warnsley

Address: 948 18th St S. St. Pete, FL 33712

Telephone Number/Email address: 404.548.9320 / amirwarnsley@gmail.com

Signature of Subject: 

Date: 16 Aug 24

Required if Subject is under age 18:

I hereby agree that I am the parent or legal guardian of _____ (name) (the "Minor") and that I am fully competent and legally able to execute this consent on behalf of _____ (name) with the intent to bind both myself and _____ (name) by the terms hereof.

Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date: _____

GRANT AGREEMENT
CITY OF ST. PETERSBURG PeliCAN PROGRAM

THIS GRANT AGREEMENT ("Agreement") is made this 15th day of August 20 26 ("Effective Date") between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and Erica Hall ("Grantee") (collectively, "Parties") with regard to the following matters.

RECITALS:

WHEREAS, the City desires to utilize a portion of its available funds to improve physical and economic access to fresh fruits and vegetables for City residents located within USDA-identified Healthy Food Priority Areas within the city, cultivate community-based business leaders and address social determinants of health related to healthy food access, diet-related chronic disease and economic instability; and

WHEREAS, the City has established the PeliCAN (Community Access to Nutrition) Grant Program to provide selected applicants with startup capital, training and certain equipment necessary for the development and operation of mobile healthy food retail establishments serving residents within Healthy Food Priority Areas; and

WHEREAS, Grantee completed and submitted an application packet, which includes an application ("**Application**"), to the City, for a grant under the City's PeliCAN Grant Program; and

WHEREAS, the Application describes Grantee's mobile healthy food retail establishment and related activities to be developed and implemented by Grantee with the funding and programmatic support provided under this Agreement ("**Project**"); and

WHEREAS, Grantee's receipt of the grant and continued participation in the PeliCAN Grant Program is subject to the terms and conditions of this Agreement, including the continued satisfaction of the performance standards, deliverables, monitoring requirements and eligibility criteria set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Grantee covenant and agree as follows:

1. **Grant Funding and Expenditures:**

- A. The City will pay to Grantee, on a reimbursement basis after the City's review and approval of reimbursement documentation evidencing Grantee's payment of expenses eligible for funding under this Agreement, an amount not to exceed \$31,250 ("**City Funding**") for the Project, subject to the terms and conditions of this Agreement. Provided Grantee is in compliance with the terms and conditions of this Agreement, the City will disburse approved reimbursement amounts to Grantee within forty-five (45) days after receipt of a complete request for reimbursement.

Requests for reimbursement must include an invoice and supporting documentation for the period being billed that are acceptable to the City. The Grantee must submit invoices by email or in person to the Healthy St. Pete staff designated by the City, or through such other format or system as may be required by the City. The Grantee must use the invoice format and submission procedures that are approved by the City. Invoices must be submitted by the Grantee in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in the Application. The City may withhold payment, reject an invoice or require resubmission if the invoice or supporting documentation is incomplete, inaccurate, not submitted in the City's required format, or otherwise insufficient to demonstrate compliance with this Agreement.

- B. All reimbursement requests must include the following for each expenditure item listed, and any other information deemed necessary by the City (in its discretion), prior to disbursement:
 - i. A copy of invoices with date of service or for purchase of eligible items. For material and supplies purchased, the invoice or cash register receipt must have a description of each item for which reimbursement is requested and must be legible;
 - ii. A copy of cancelled checks or proof of electronic payment from Grantee. For an item to be approved for reimbursement, the name of the vendor on a cancelled check or electronic payment proof must match the name of the vendor on the corresponding invoice; and
 - iii. A copy of signed time sheets and payroll documentation for salary costs, if applicable.
- C. Reimbursement requests must be made by the Grantee monthly during the first five (5) days of any given calendar month in which the request is made. All requests for payment made after the fifth day of the month will be held for processing until the next month.
- D. Grantee acknowledges and agrees that the City Funding may only be utilized for eligible costs directly related to the Project, as approved by the City and described in the Application and the PeliCAN Grant Program Guidelines ("Exhibit A") and Exhibit B (Project Requirements and Deliverables) and for no other purpose and must be expended during the Term. The City reserves the right to require evidence acceptable to the City of expenditures at any time.
- E. The City may withhold all or any portion of the City Funding at any time if the Grantee is not in compliance with the terms or conditions of this Agreement, including Exhibit B, or is in violation of any applicable Laws (as hereinafter defined).
- F. Grantee must execute and deliver this Agreement to the City on or before August 19, 2026. If Grantee fails to execute and deliver this Agreement to the City by that date, the City will have no obligation to pay to Grantee the City Funding or provide the Program Equipment described herein.

- G. Any and all monies owed to the City by Grantee for any reason must be paid in full prior to the disbursement of any City Funding hereunder.
- H. Grantee's eligibility for each disbursement is conditioned upon Grantee's continued compliance with the requirements of this Agreement.

2. **Program Equipment and Transfer of Title.**

- A. In addition to the City Funding, the City will purchase, or otherwise acquire and provide to Grantee a vending trailer and other equipment, fixtures, hardware, supplies, and related mobile retail infrastructure described in Exhibit C (collectively, the "Program Equipment").
- B. Unless otherwise stated in an applicable transfer document approved by the City, title to each item of Program Equipment will pass from the City to Grantee upon the City's delivery of the item to Grantee. The Program Equipment is transferred to Grantee in its then-existing condition, without any representation or warranty by the City. Grantee shall execute any title, delivery, acceptance, or other document required by the City in connection with the transfer of the Program Equipment.
- C. Upon delivery of the Program Equipment by the City to Grantee, Grantee shall be solely responsible, at Grantee's expense, for all costs and obligations arising from the ownership, maintenance and operation of the Program Equipment. Without limiting the generality of the foregoing, Grantee shall: (i) apply for and obtain title, registration, license plates, tags, permits and inspections required for the Program Equipment; (ii) pay all applicable taxes, fees and other charges associated therewith (including but not limited to, title and registration fees, license plate and tag fees, permitting fees); (iii) obtain and maintain all insurance required by the City or applicable Laws for the Program Equipment; (iv) comply with all applicable Laws applicable to the ownership, possession, transportation, towing and operation of the Program Equipment; (v) keep the Program Equipment in good, safe, sanitary and operable condition; (vi) perform, or cause to be performed, all maintenance and repairs to the Program Equipment in accordance with applicable manufacturer recommendations, warranty requirements and Laws.
- D. Grantee must not sell, assign, lease, pledge, encumber, grant a security interest in, permanently affix to real property, remove any serial number or other identifying mark or use the Program Equipment for any purpose inconsistent with the Project during the Term of this Agreement without the City's prior written consent. Grantee shall keep the Program Equipment free and clear of all liens, security interests, claims and encumbrances, except for the security interest granted to the City under this Agreement.
- E. Grantee shall promptly notify the City of any loss, theft, material damage, seizure, lien, casualty, destruction or change in location or status of the Program Equipment (collectively, the "Equipment Loss"). Grantee bears all risk of loss with respect to the Program Equipment after title is transferred to Grantee. The City shall have no obligation or liability to repair, replace, restore, reimburse, or otherwise compensate

Grantee for any Equipment Loss, regardless of the cause. Grantee shall remain responsible for all obligations under this Agreement notwithstanding any Equipment Loss. Grantee shall also promptly notify the City of any accident, insurance claim, third-party claim or governmental action affecting the Program Equipment. To the extent permitted by applicable Laws, any insurance proceeds payable on account of Equipment Loss shall be used to repair or replace the affected Program Equipment. If there is any loss, theft, material damage, seizure, lien, casualty, destruction or change in location or status of the trailer, it shall be considered an Event of Default pursuant to paragraph 8 if an insurance claim is not made within thirty (30) days and the City is not notified within thirty (30) days of submission of a valid insurance claim. Grantee shall be considered in violation of this agreement if unable to fulfill any obligation under this Agreement due to Equipment Loss, regardless of a valid insurance claim, within sixty (60) days.

- F. Transfer of title does not limit the City's rights under this Agreement. If this Agreement is terminated for cause, or if Grantee misuses, abandons, sells, transfers, encumbers, or fails to insure or maintain the Program Equipment, the City may require Grantee to return the Program Equipment and transfer title back to the City, or reimburse the City for the Recapture Amount (as hereinafter defined) applicable to such Program Equipment. For the purposes of this Agreement, "Recapture Amount" means the cost for the City to replace the Program Equipment.
- G. As security for Grantee's obligations relating to the Program Equipment, including Grantee's obligation to return the Program Equipment or pay the applicable Recapture Amount, Grantee hereby grants to the City a continuing security interest in the Program Equipment and any identifiable proceeds thereof, including insurance proceeds. Upon expiration of the Term without an uncured Event of Default and upon Grantee's full performance of its obligations relating to the Program Equipment as determined by the City in writing, the City's security interest shall automatically terminate.

3. **Term:**

- A. The term of this Agreement begins on the Effective Date and terminates on December 5, 2027, unless earlier terminated as provided for herein ("Term"). Only eligible costs incurred on or before November 30, 2027 are reimbursable. Any City Funding determined by the City to have been overpaid or used for an ineligible purpose shall be immediately returned to the City.
- B. The Mayor, in the Mayor's sole and absolute discretion, may authorize the extension of the Term for up to ninety (90) days to allow Grantee to complete the Project in a timely manner if Grantee is in compliance with this Agreement and Grantee is taking reasonable steps to complete the Project within such ninety (90) day period. A second ninety (90) day extension may be granted by the Mayor, in the Mayor's sole and absolute discretion. Any such authorization for extension shall be in writing.

4. **Reports, Deliverables and Program Monitoring:**

- A. **Reimbursement Reports.** Grantee shall submit to the City reimbursement reports detailing expenditures relative to the Project in accordance with the following deadlines. Reimbursement reports must be in the format requested by the City and must include documentation evidencing utilization of the City Funding in accordance with the requirements of this Agreement (e.g. copies of checks, payrolls, time records, invoices, contracts, vouchers, orders). If the Term is extended pursuant to paragraph 3B, above, Grantee shall submit an additional report at the conclusion of the extended Term.

Reimbursement Report	Deadline
PeliCAN Monthly Vendor Invoice	On the fifth day of each Month, beginning September 5, 2026 and ending December 5, 2027

- B. **Programmatic Reports.** In addition to the reimbursement reports identified above, Grantee shall submit to the City Programmatic reports in accordance with the following deadlines. Programmatic reports must include all data required by the City, including, but not limited to quarterly point-of-sale data for the Project which identifies the geographic location of sales, then-current sales plans, training and certification records, Grantee's individual Capacity Building Plan, and any other information requested by the City.

Report	Deadline
PeliCAN Quarterly Program Report	December 31, 2026
PeliCAN Quarterly Program Report	March 31, 2027
PeliCAN Quarterly Program Report	June 30, 2027
PeliCAN Quarterly Program Report	September 30, 2027
PeliCAN Final Program Report	December 5, 2027

5. **Repayment of City Funding.** If Grantee fails to comply with any of the terms and conditions of this Agreement (including but not limited to failure to comply with the Project as identified in the Application, Exhibit B, applicable Laws, or failure to submit the required periodic reports within the time period required by this Agreement), and such noncompliance continues for ten (10) days after written notice thereof from the City, the City may, in its sole and absolute discretion, require the Grantee to repay all or any portion of the City Funding to the City within thirty (30) days after written notice from the City in accordance with paragraph 13 to repay the City Funding. Notwithstanding the foregoing, no cure period is required for misuse of City Funding, fraud, material misrepresentation, loss of a license or legal authority required to operate the Project, or conduct presenting an imminent threat to public health or safety, as determined by the City.
6. **Compliance with Laws:** Grantee shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Without limiting the foregoing, Grantee shall timely obtain and continuously maintain all registrations, permits, licenses, certifications, approvals, and driver privileges required by the State of Florida and the City to lawfully conduct the Project, operate a Class I mobile

food truck (as required by the City's Code of Ordinances), transport the Program Equipment, and sell whole, uncut produce only, as required by the Project. Grantee shall notify the City in writing within thirty (30) days after any expiration, suspension, revocation, material modification, or other change affecting any required insurance policy, registration, permit, license, certification, approval, or driver privilege; provided that Grantee shall notify the City immediately of any suspension or revocation that prevents lawful operation of the Project.

7. **Reservation of Rights:** To determine the Grantee's compliance with this Agreement, the City may at any time enter and inspect any premises used by Grantee for any part of the Project. The City may also at any time observe sales activities; review point-of-sale, geographic, financial, licensing, insurance, training, and Project records to verify Grantee's compliance with Exhibit B, the Application and this Agreement.

8. **Termination of Contract; Suspension of Project Activities:**

- A. Each of the following constitutes an "Event of Default" under this Agreement: (i) Grantee's failure to fulfill, in a timely and proper manner, any obligation under this Agreement; (ii) Grantee's violation of any covenant, condition, or stipulation of this Agreement; (iii) Grantee's failure to obtain or maintain any Authorizations (as hereinafter defined) required under this Agreement or applicable Laws; (iv) any action or conduct that prevents Grantee from lawfully or safely performing the Project, including, but not limited to the suspension or revocation of Grantee's driver privileges; (v) a criminal conviction of Grantee occurring during the Term; (vi) Grantee's failure to complete any required technical training, business course, capacity-building activity, or Project monitoring or evaluation requirement; (vii) Grantee's failure to remain legally authorized to conduct business in the State of Florida or the City; (viii) Grantee's misuse or diversion of City Funding or Program Equipment, or Grantee's use of other Project resources in a manner incompatible with the purposes or requirements of the PeliCAN Grant Program or for any purpose other than the direct operations of the Project; (ix) Grantee's use of City Funding to support activities unrelated to, or outside the direct operations of the Project; (x) Grantee's falsification, concealment or misrepresentation of information provided to the City; (xi) cessation of the business participating in the PeliCAN Grant Program; (xii) any other conduct that the City reasonably determines is inconsistent with the requirements, purposes, or public-interest objectives of the PeliCAN Grant Program. Except as otherwise provided in subsection B below, if an Event of Default continues for ten (10) days after the City provides Grantee with written notice thereof in accordance with paragraph 13, the City may, in its sole and absolute discretion, terminate this Agreement by providing Grantee with written notice of termination in accordance with paragraph 13.
- B. Notwithstanding the foregoing, the City may immediately terminate this Agreement without an opportunity to cure upon: (i) misuse or diversion of City Funding or Program Equipment (ii) Grantee's falsification, concealment or misrepresentation of information provided to the City (iii) expiration, suspension, or revocation of any Authorizations needed to lawfully or safely

operate the Project; (iv) a criminal conviction of the Grantee occurring during the Term; (v) cessation of the business participating in the PeliCAN Grant Program; or (vi) Grantee's failure to fulfill, in a timely and proper manner, any obligation under this Agreement related to safety, indemnification or insurance coverage.

- C. Grantee will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Grantee.
- D. In addition to, and without limiting the City's rights under subsections A. and B. above, if the City determines that the Grantee has failed to comply with this Agreement or that Grantee has engaged in conduct inconsistent with the purposes, requirements or public-interest objectives of the PeliCAN Grant Program, the City may, upon written notice to the Grantee, suspend all or a portion of the Project activities. The City may impose such suspension in its discretion, for reasons including, but not limited to, protecting City Funding, ensuring Agreement compliance, addressing monitoring findings, investigating suspected Agreement non-compliance, preventing the incurrence of ineligible costs, or requiring corrective action of the Grantee. During any period of suspension, the Grantee shall not incur additional costs, enter into new obligations, expend City Funding, or continue suspended Project activities for which reimbursement will be sought. Any costs incurred by the Grantee during a suspension without the City's prior authorization in writing shall be incurred at the Grantee's sole risk.

9. **Indemnification:**

- A. Grantee shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - i. The performance of this Agreement (including changes and amendments hereto), including, but not limited to, all activities comprising or related to the Project and participation in the PeliCAN Grant Program, by Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - ii. The failure of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

- iii. Any negligent act or omission of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - iv. Any reckless or intentional wrongful act or omission of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - v. The ownership, possession, custody, control, registration, licensing, titling, towing, transportation, loading, unloading, storage, inspection, maintenance, repair, alteration, modification, condition or use of any Program Equipment.
- B. The provisions of this paragraph 9 are independent of, and will not be limited by, any insurance required to be obtained by Grantee pursuant to this Agreement or otherwise obtained by Grantee, 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.

10. **Insurance:**

- A. Grantee shall maintain the following types and amounts of insurance throughout the Term of this Agreement at its own expense:
- a. Commercial General Liability insurance in an amount of at Three Hundred Thousand (\$300,000) per occurrence, Three Hundred Thousand Dollars (\$300,000) 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.
 - b. Commercial Automobile Liability insurance of Three Hundred Thousand (\$300,000) combined single limit.
 - c. Commercial Comprehensive and Collision Insurance on vending trailer. Insurance must include coverage for collision, weather, theft, fire, vandalism and other perils.
 - d. 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.
- B. All of Grantee's insurance policies, except Workers' Compensation shall name the Indemnified Parties as additional insureds.
- C. 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.

- D. Prior to the City's distribution of any funds pursuant to this Agreement, Grantee shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the City's request, Grantee shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.
- E. 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.
- F. If the insurance carried by the Grantee has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, shall be the requirement in this Agreement. If the Grantee's insurance limits are greater than the minimum limits set forth herein, then the Grantee's insurance limits shall be the required limits in this Agreement.
- G. Grantee 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. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

11. **Records:**

- A. Grantee shall maintain financial books, records, and accounting information related to this Agreement in accordance with generally accepted accounting principles. Grantee shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, Grantee shall retain all such books, records and information for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement, and all such documents shall be clearly identified and accessible.

- C. Grantee shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
12. **Ineligibility for Future Funding:** The City may deem Grantee ineligible to apply for funds in subsequent years if (i) the City withholds all or any portion of the City Funding from Grantee in accordance with this Agreement; (ii) the City reclaims the City Funding pursuant to paragraph 5; (iii) the City terminates this Agreement for any reason; or (iv) the City determines Grantee is not in compliance with the terms or conditions of this Agreement or is in violation of any applicable Laws.
13. **Notices:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF ST. PETERSBURG:

City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731-2842
Attention:

GRANTEE:

ERICA Hall
1412 Tyrone Blvd N.
St. Petersburg FL 33710
Attention: Erica Hall

14. **Nondiscrimination:** Grantee, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category; provided, however, that the City may not enforce this provision to prohibit or discriminate against religious exercise in a manner that would be proscribed by the United States Constitution or other applicable Laws.
15. **Marketing:** Grantee agrees to participate in City marketing initiatives related to the PeliCAN Grant Program. Grantee hereby gives the City permission to photograph, record, interview, and reproduce Grantee's name, image, voice, likeness, statements, and Project-related activities ("Marketing Media") in City-owned or City-sponsored informational, educational, promotional, and marketing materials relating to the PeliCAN Grant Program, without any compensation. The City may edit, alter and distribute such Marketing Media in any media, including, but not limited to, on the City's website, social media, radio stations, television channels, brochures, newsletters, or other forms of publication. Grantee hereby releases, waives, discharges and covenants not to sue the City, its City Council, Mayor, any

City department or subdivision, its employees, representatives, officers, agents, and volunteers (hereinafter collectively referred to as "Releasees"), for any claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever against Releasees Grantee ever had, now have, or can, shall, or may ever have, upon or by reason of, directly or indirectly, relating to or arising from the City's use of the Marketing Media.

16. **Assignment:** Grantee shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph 16 is void and confers no rights upon the assignee.
17. **Governing Law and Venue:** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
18. **Due Authority:** Each party to this Agreement represents and warrants to the other party that it is legally authorized to enter into this Agreement and, if Grantee is an entity, that Grantee is duly organized, validly existing, and in good standing under applicable Law.
19. **Captions:** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
20. **Non-Appropriation:** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
21. **No Third-Party Beneficiaries:** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
22. **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.
23. **No Waiver:** No provision of this Agreement may 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 the Grantee does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

24. **Severability:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
25. **Permits and Licenses.** Grantee shall, at its sole cost and expense (unless expressly provided otherwise in this Agreement), obtain and continuously maintain during the Term of this Agreement, all permits, licenses, registrations, certifications, inspections, approvals and other governmental authorizations ("Authorizations") required to perform any Project activities, participate in the PeliCAN Grant Program, and possess, title, register, tow, transport, store, maintain and use the Program Equipment, including but not limited to, a City Class I mobile food truck permit, all business tax receipts, vehicle and/or trailer title and registration requirements, license plates or tags, food-distribution related permits and certifications, and any other approvals. Upon request, Grantee shall provide the City with written evidence satisfactory to the City that all such Authorizations have been obtained and remain current and in good standing. Grantee shall notify the City immediately if any such Authorization expires, is suspended, revoked, denied, modified or otherwise becomes invalid.
26. **City Consent and Action:**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
27. **Survival:** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
28. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("**Permitted Delay**"), such party will be excused for

the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

29. **Execution of Agreement**. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.
30. **Agreement Components**. The agreement components are this Agreement, the exhibits attached to this Agreement, and the PeliCAN Grant Program Guidelines (which were provided to the Grantee by the City in advance of Agreement execution). In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its exhibits, (ii) the exhibits to this Agreement, and (iii) the PeliCAN Grant Program Guidelines.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

GRANTEE:

By: *Erica L. Hall*
Print: *ERICA L. Hall*
Title: *Individual*

CITY OF ST. PETERSBURG, FLORIDA

ATTEST:

By: _____
Print: _____
Title: _____

Chandrasa Srinivasa, City Clerk

(Seal)

Approved as to Form and Content:

City Attorney (designee)00908923

Exhibit A
Application and Program Guidelines

 Erica Hall
 202-538-2010
 ericalhall@gmail.com

2026 Pelican Grant Program

Primary Contact Information:

First Name:	Last Name:
Erica	Hall
Mailing Address:	City:
1412 Tyrone Blvd N	St Petersburg
State:	Zip Code:
FL	33710
Cell Phone Number:	Home Phone Number:
2025382010	--
Email:	
ericalhall@gmail.com	

Additional Contact Information:

Will there be anyone helping you run the business program?

Yes

Additional Business Contact Information:

First Name:	Last Name:
Kenyatta	Seney
Mailing Address:	City:
1412 Tyrone blvd N	st petersburg
State:	Zip Code:
FL	33710
Cell Phone Number:	Home Phone Number:
571-446-8171	--
Email:	
info@flfpc.org	

First Name:	Last Name:
--------------------	-------------------

Donald

Mailing Address:

1619 16th st s

State:

fl

Cell Phone Number:

727-831-9688

Email:

younameit11@hotmail.com

Howard

City:

st petersburg

Zip Code:

33705

Home Phone Number:

--

Vehicle Information:

Applicants selected for participation in the business program must currently own, have reliable access to, or be able to obtain a motor vehicle in good working condition. Applicants selected must also maintain a valid Florida Driver's License and will be required to maintain valid motor vehicle insurance, including all legally required business insurance coverage, for the duration of the program.

Model:

Silverado

Insurance Provider

Progressive

Policy Expiration Date:

4/26/2027

Do you have a valid Florida Driver License? (Primary applicant name must match information the driver license.)

Yes

Do you have valid vehicle registration, registered in your name, with the Florida Department of Motor Vehicles? Please upload a copy of your vehicle registration in the upload documents section.

Yes

Make:

Chevy

Vehicle Year:

2017

Insurance Policy Number:

864919547

Towing Capacity of Vehicle (if known):

2,000 lbs

Name on Primary Applicants Florida Driver's License

Erica Lynn Hall

Florida Driver's License Number

H400-212-64-522-0

Background Information

Have you been convicted of any misdemeanor (including traffic violations) or felony within the past 10 years? (A conviction does not automatically disqualify you from the program.)

No

Current Employment Status

What is your current employment status? Check all that apply.

Full Time (40 hours or more per week)

--

Part Time (20 hours or less per week)

true

Not currently employed

--

Mission Alignment & Community Advocacy

Why do you want to participate in the PeliCAN Program? (500 words max)

I want to participate in the PeliCAN Program because it offers a practical way to turn food justice advocacy into direct neighborhood food access. South St. Petersburg residents have been clear: people need fresh, affordable, culturally relevant produce closer to where they live, work, worship, and gather. Too many families are still expected to travel outside their neighborhoods for basic healthy food while also dealing with rising food costs, transportation barriers, chronic health disparities, and the long-term effects of disinvestment. PeliCAN is the right opportunity because it does more than provide equipment. It builds local food entrepreneurs. The trailer, business training, produce support, SNAP/EBT infrastructure, technical assistance, and mentorship create a real pathway for a resident-led mobile produce business to succeed. I want to use that support to build a model that is reliable, community-rooted, and connected to a larger vision for food sovereignty in South St. Petersburg. I am applying as Erica Hall, an individual St. Petersburg resident, with support from One Community Grocery Co-op and a strong community partner network. My goal is to operate a mobile produce business that brings fresh fruits, vegetables, herbs, and greens into Healthy Food Priority Areas while also building toward the long-term vision of a community-owned grocery co-op. This program also aligns with my broader work through the Florida Food Policy Council and community food systems partners. I understand food access as both an immediate need and a policy issue. A mobile produce trailer can help residents today, while data, community feedback, and partnerships can help shape future investment and policy solutions. Through PeliCAN, I want to demonstrate that fresh food access can be neighborhood-based, cooperative, culturally responsive, and data-informed. This is not just about selling produce. It is about building trust, restoring food infrastructure, supporting local growers and gardens, reducing food waste through gleaning, and making healthy food easier to reach for residents who have been left out of traditional grocery development. I want to participate because South St. Petersburg deserves more than temporary food relief. We deserve community-owned food access that can grow, adapt, and stay accountable to residents.

Describe how your business will actively collaborate with community members to address fresh produce access within Healthy Food Priority Areas. (500 words max)

My mobile produce business will collaborate with community members from the beginning, not after the route is already designed. The goal is to make sure the trailer goes where residents actually need it, at times they can use it, with produce they want and can afford. I will work with One Community Grocery Co-op, Childs Park Neighborhood Association, Storm Squad, CONA, Helping Hands Across America, IHCAA, Florida Food Policy Council, Greens N Things, St. Pete Youth Farm, Bartlett Park Community Garden, 15th Street Farm, Eckerd College Community Farm, Dr. Kenneth Bryant and the Minority Health Coalition of Pinellas, Dr. Barnali Dixon, Dr. Will Schanbacher, USF/CRIS, and FHEED to connect the business to trusted community networks. Community collaboration will happen in several ways. First, residents will help identify mobile produce stop locations, including neighborhood association sites, community gardens, churches, senior housing communities, recreation centers, schools, health events, and community gatherings. Second, residents will help shape the product mix by sharing what fruits, vegetables, herbs, greens, and culturally relevant foods they want available. Third, residents will help identify preferred days, times, and outreach methods so the service is accessible to working families, seniors, people without cars, and residents with limited mobility. The business will also collaborate with local gardens and farms to source and glean produce. OCGC will glean from Greens N Things, St. Pete Youth Farm, Bartlett Park Community Garden, 15th Street Farm, Eckerd College Community Farm, and other local organic produce gardens as partnerships expand. This will help reduce food waste while increasing access to locally grown and seasonal produce. CRIS will help strengthen collaboration by collecting community feedback and mapping food access barriers, transportation challenges, health needs, and neighborhood conditions. This will allow the project to adjust routes and services based on real community input instead of assumptions. I will also build resident feedback into everyday operations. At mobile stops, customers will be invited to share what worked, what was missing, what was too expensive, what they want next time, and where the trailer should go next. This feedback will shape purchasing, pricing, outreach, and route decisions. This business will not treat community members only as customers. Residents will be partners, advisors, advocates, and future co-owners in a broader community food system.

Describe your willingness to work toward solutions with the community and perform a majority of sales in Healthy Food Priority Areas? (500 words max)

I am fully willing and committed to working with the community to build practical solutions and to perform the majority of sales in Healthy Food Priority Areas. That is the purpose of this project. The mobile produce business should not simply go where sales are easiest. It should go where fresh food access is most limited and where residents have identified a need for affordable, healthy food options. My initial focus will be South St. Petersburg neighborhoods located within or connected to Healthy Food Priority Areas, including Childs Park, Bartlett Park, Campbell Park, Jordan Park, Harbordale, Midtown, Lake Maggiore Shores, Methodist Town, Thirteenth Street Heights, Wildwood Heights, Cromwell Heights, Palmetto Park, Lakewood Terrace, and nearby qualified census tracts identified by the City. Final route planning will be shaped with Healthy St. Pete, resident feedback, neighborhood partners, and CRIS data. I understand that working in Healthy Food Priority Areas requires consistency, humility, and accountability. Residents need to know when and where the trailer will show up. They need fair prices, quality produce, respectful service, and opportunities to give feedback. I am committed to listening, adapting, and showing up regularly so the business can become a trusted resource, not a one-time event. I am also willing to work across sectors because food access is connected to many issues: transportation, income, health, housing, climate resilience, and neighborhood infrastructure. Through partners like One Community Grocery Co-op, Florida Food Policy Council, IHCAA, Helping Hands Across America, CONA, Storm Squad, USF/CRIS, local farms, community gardens, and health equity leaders, the project can respond to food access as a community-wide challenge. The majority of sales will be intentionally planned for Healthy Food Priority Areas. Any sales outside those areas would support business sustainability, outreach, or special events, but the central mission will remain serving neighborhoods where residents face the greatest barriers to fresh produce. I am willing to participate in the required PeliCAN training, work with Healthy St. Pete, track sales and community feedback, adjust the route based on data, and use what we learn to improve the model. The goal is not just to operate a trailer. The goal is to build a community-centered food access solution that residents help shape and that can continue beyond the grant period.

Why do you think its important to advocate for healthy food in your neighborhood? (500 word max)

It is important to advocate for healthy food in my neighborhood because access to fresh food should not depend on a person's zip code, income, transportation, or proximity to a full-service grocery store. Healthy food is connected to dignity, health, culture, family stability, and community power. In South St. Petersburg, many residents have experienced the consequences of food system disinvestment. When grocery stores are far away, transportation is unreliable, food prices rise, and fresh produce is difficult to find, families are forced into impossible choices. People may rely on convenience stores, fast food, or shelf-stable items not because they do not care about health, but because the food system around them has limited their options. Advocating for healthy food means challenging the idea that some neighborhoods should have less. It means saying that children, seniors, working families, returning citizens, unhoused residents, and people managing chronic disease all deserve access to fresh, affordable, culturally relevant food close to home. Healthy food advocacy is also public health advocacy. Fresh fruits, vegetables, herbs, and greens are connected to prevention and management of diabetes, hypertension, heart disease, obesity, and other diet-related conditions. In communities already facing racial health disparities, improving food access is one concrete way to support better health outcomes. But this is bigger than nutrition. Healthy food advocacy is also about community ownership. South St. Petersburg does not only need food delivered into the neighborhood; we need food infrastructure that residents can help shape, own, and sustain. That is why this project connects mobile produce access with One Community Grocery Co-op's broader vision for a community-owned grocery store. It is also important because food can bring people together. A mobile produce stop can become more than a place to buy fruits and vegetables. It can become a place where neighbors share recipes, learn about health resources, connect with gardens and farms, give feedback, and build power around what they want their local food system to look like. Advocating for healthy food in my neighborhood matters because it turns a basic need into a community priority. It says fresh food access is not charity. It is infrastructure. It is prevention. It is economic opportunity. It is justice.

Operational Capacity & Commitment

How many hours per week do you have available to devote to the operation of the business program if selected? (250 words max)

I can commit approximately 20–25 hours per week to the PeliCAN business program if selected. This time would include classroom learning, required meetings, route planning, produce

A successful participant must dedicate significant time to both classroom learning and business growth. Describe your strategy for ensuring that classes and meetings remain a priority during busy operational periods. (250 words max.)

My strategy is to treat PeliCAN classes and meetings as core business operations, not optional add-ons. The learning portion

sourcing, gleaning coordination, inventory management, trailer preparation, sales, outreach, customer feedback, and reporting. Because this program is both a business development opportunity and a food access intervention, I understand that the time commitment must be consistent. I would structure my weekly schedule to include dedicated time for training, operations, and community engagement. My anticipated weekly breakdown would include approximately 4–6 hours for classes and meetings, 4–6 hours for produce sourcing and preparation, 8–10 hours for mobile produce sales, and 3–5 hours for outreach, documentation, evaluation, and follow-up. I also have a strong partner network, including One Community Grocery Co-op, Florida Food Policy Council, IHCAA, Helping Hands Across America, neighborhood partners, local gardens, and USF/CRIS, which will help support outreach, planning, data collection, and community connections. However, I understand that I am applying as the individual operator and will be responsible for showing up consistently, completing program requirements, and managing the business with care and accountability.

Describe any experience you may have operating or handling a trailer or mechanical equipment. (250 words max)

My primary strengths are in food systems leadership, community engagement, program development, policy, partnerships, and operations planning. I do not want to overstate my individual trailer experience, but I have a strong partner ecosystem with experience in logistics, community events, gardening/farming operations, food distribution, equipment handling, and safe public-facing operations. Through my work with One Community Grocery Co-op, Florida Food Policy Council, Helping Hands Across America, IHCAA, neighborhood partners, local farms, community gardens, and food systems partners, I have coordinated projects that require transportation planning, event setup, supplies, food handling, volunteer coordination, site logistics, and risk management. These experiences have taught me the importance of preparation, checklists, equipment care, clear communication, liability awareness, and contingency planning. Partners connected to this project bring hands-on experience with community garden and farm tools, produce handling, distribution logistics, event setup, and neighborhood-based operations. I will draw on that support while still taking personal responsibility for completing all required PeliCAN training and learning the technical side of safe trailer use. If selected, I will fully participate in trailer operation training and seek hands-on support before operating independently. I will learn proper hitching and unhitching, towing safety, parking and setup, refrigeration or cold storage requirements, cleaning and sanitation, maintenance checks, and emergency procedures. I will also use pre-operation and post-operation checklists to

of this program is what will make the mobile produce business sustainable, compliant, and effective, so I will build my operating schedule around required classes, coaching sessions, and meetings from the beginning. I will block class and meeting times on my calendar as non-negotiable commitments and plan produce sales, sourcing, gleaning, and outreach around those requirements. I will also create a weekly operations checklist that separates training, inventory, route planning, customer service, partner coordination, and reporting so that urgent day-to-day tasks do not push out long-term business development. During busy periods, I will lean on planning systems and partner support. For example, One Community Grocery Co-op and community partners can help with outreach, neighborhood communication, and feedback collection, while I remain responsible for attending required training and applying what I learn to the business. I also understand that the program will involve technical learning around business planning, financial management, permitting, SNAP/EBT, point-of-sale systems, produce procurement, food safety, and evaluation. These are essential skills. My goal is not only to operate the trailer during the grant period, but to build a mobile produce business that can continue beyond the program. Prioritizing classes and meetings is how I protect that long-term goal.

Please offer an example of hours you may plan to operate your business. (Days /Hours)

Example operating schedule: Monday: 8:00 AM – 11:00 AM Morning mobile produce stop in a Healthy Food Priority Area. Tuesday: 8:00 AM – 11:00 AM Morning produce access stop near a community center, senior housing site, church, neighborhood association location, school, or community garden. Wednesday: 8:00 AM – 11:00 AM Rotating Healthy Food Priority Area stop based on resident demand, partner input, and CRIS/community feedback. Thursday: 8:00 AM – 11:00 AM Morning mobile produce stop serving families, seniors, workers, and residents running errands early in the day. Friday: 8:00 AM – 11:00 AM Morning mobile produce stop or rotating neighborhood route in South St. Petersburg. Additional time outside public sales hours would be used for produce sourcing, gleaning, inventory, trailer preparation, cleaning, outreach, customer follow-up, data collection, and required PeliCAN classes and meetings. Final operating locations would be shaped by Healthy St. Pete guidance, resident feedback, partner input, CRIS data, and neighborhood demand.

ensure the trailer is inspected, stocked, cleaned, secured, and safely stored after each use.

Professional Development & Experience

Describe the professional, personal, or volunteer experiences that have best prepared you to succeed in this program. (250 words max.)

My professional, personal, and volunteer experiences have prepared me to succeed in PeliCAN because my work sits at the intersection of food access, community engagement, policy, health equity, climate resilience, and systems change. Through the Florida Food Policy Council, I have developed food access strategies, coordinated community partners, supported policy analysis, written grants, and translated resident needs into practical programs. I also bring direct collaboration with South St. Petersburg food and resilience partners, including One Community Grocery Co-op, St. Pete Youth Farm, Bartlett Park Community Garden/Farm, Sierra Club, and Storm Squad. These collaborations have strengthened my understanding of local agriculture, community gardening, neighborhood organizing, environmental justice, food sovereignty, and resident-led solutions. They have also taught me how to listen first, build trust, coordinate across organizations, and move from ideas into implementation. Through these partnerships, I understand that fresh food access is connected to transportation, poverty, health disparities, housing instability, climate vulnerability, and neighborhood disinvestment. I am prepared to build a mobile produce business that is community-rooted, accountable, and connected to existing local food infrastructure. PeliCAN will help me add the practical business training, trailer operations knowledge, retail systems, and financial tools needed to turn this experience into a sustainable mobile healthy food business serving Healthy Food Priority Areas.

Which of the core business competencies—finance, management, or marketing—do you feel will be the greatest challenge for your business, and why? Please describe how gaining expertise in these specific areas will fundamentally change the way you operate your business. (250 words max)

Finance will be the greatest challenge and the most important area for growth. I have strong experience with grants, partnerships, community engagement, food systems strategy, and program development, but a mobile produce business requires daily financial discipline. I will need to manage inventory costs, pricing, spoilage, sales volume, SNAP/EBT transactions, customer incentives, cash flow, and operating expenses while still keeping produce affordable for residents in Healthy Food Priority Areas. Gaining stronger finance skills will fundamentally change how I operate because it will help me build a business model that is both mission-driven and financially sustainable. I want to learn how to price produce fairly, track margins by product, understand which routes generate enough sales, reduce waste from unsold inventory, and use sales data to make better purchasing decisions. This expertise will also help me make smarter operational choices. For example, if a stop has high community need but low sales volume, I can adjust the schedule, product mix, outreach, pricing, or partner support instead of abandoning the neighborhood. Stronger finance systems will help me balance equity and sustainability. The goal is not to maximize profit at the expense of community need. The goal is to manage the business well enough that it can continue serving residents after the PeliCAN program's formal support ends.

Are you prepared to follow a 15-month structured learning path, and how do you typically respond when program advisors suggest changes to your current business strategy or operations? (250 words max)

Yes. I am prepared to follow a 15-month structured learning path and understand that the training, advising, and accountability are essential to the success of the PeliCAN program. I see the learning path as a strength because it will help me build the business foundation, financial systems, trailer operations knowledge, and retail skills needed to operate safely, legally, and sustainably. I typically respond well to advisor feedback because my work has always required collaboration, revision, and adaptation. Food systems work is community work, and no plan should stay fixed if residents, data, partners, or advisors show that something needs to change. I am used to receiving feedback from funders, community members, board members, academic partners, coalition partners, and neighborhood leaders, then using that feedback to improve the

work. If program advisors suggest changes to my route, pricing, product mix, marketing, financial systems, operations, or business strategy, I will take the feedback seriously. I may ask clarifying questions so I understand the reasoning, but I will remain coachable and solution-oriented. My goal is not to protect a fixed idea. My goal is to build a mobile produce business that works for residents and can continue beyond the program. I am committed to attending required classes and meetings, completing assignments, tracking data, testing strategies, and making adjustments based on what I learn.

List any special skills or certifications that you feel would help you accomplish the goals and objectives of this business program. (250 words max)

I bring strong skills in food systems leadership, community engagement, coalition building, grant writing, policy analysis, public speaking, program design, and partnership development. These skills will help me build trust with residents, coordinate partners, communicate the purpose of the mobile produce business, and connect daily operations to long-term food systems change. I also bring academic and professional training that supports this work, including a Master of Science in Community Economic Development and a Global MBA. These degrees support my understanding of community wealth-building, business strategy, nonprofit management, economic development, and sustainable operations. My experience with the Florida Food Policy Council, One Community Grocery Co-op, St. Pete Youth Farm, Bartlett Park Community Garden/Farm, Sierra Club, Storm Squad, and other food justice and resilience partners will help position the mobile produce business as both a practical food access service and a community-owned systems change model. Additional strengths include writing, facilitation, strategic planning, outreach,

Describe your strategy for achieving long-term financial sustainability once the program's formal support ends. Specifically, how do you plan to manage profitability and what adjustments will you make to your business model to ensure operations remain viable in the long term? (250 words max)

My long-term sustainability strategy is to build a mobile produce business that balances affordability, consistent sales, low waste, strong partnerships, and diversified revenue. During the PeliCAN program, I will use training, sales data, customer feedback, and route tracking to identify which locations, products, days, and times generate enough revenue while still serving Healthy Food Priority Areas. I will manage profitability through careful inventory planning, seasonal purchasing, local sourcing, gleaning partnerships, cooperative purchasing, and waste reduction. Because produce is perishable, I will closely track what sells, what spoils, what residents request, and what price points are realistic. I will adjust the product mix, route schedule, and inventory volume based on both community need and financial performance. I also plan to strengthen revenue through SNAP/EBT participation, customer incentives where available, community events, neighborhood partnerships, and potential institutional collaborations. Gleaning from Greens N Things, St. Pete Youth Farm, Bartlett Park Community Garden/Farm, 15th Street Farm, Eckerd College Community Farm, and other local gardens can help reduce inventory costs while increasing access to fresh produce. After formal support ends, I will continue aligning the mobile business with One Community Grocery Co-op's long-term vision for a community-owned grocery store. The trailer can serve as both a revenue-generating mobile market and a community engagement pathway for future co-op members, customers, and partners.

relationship management, data-informed policy work, and the ability to translate complex food systems issues into accessible community action. If selected, I am prepared to complete any required or recommended certifications, including food safety, SNAP/EBT vendor training, trailer safety, business finance, permitting, and other operational training required by the PeliCAN program.

Proof of City of St. Petersburg Residency

null	All primary program applicants must reside within the City of St. Petersburg. Applicants must submit two different documents that verify both the primary applicant’s name and a residential address within the city. Acceptable documentation includes: a copy of a Florida driver’s license. Vessel documentation; vehicle registration; a recent utility bill (electric, water, gas, telephone, or cable); deed or mortgage documents, including a recent mortgage statement; a current rental or lease agreement; voter registration card; Pinellas County tax bill; W-2 or 1099 form; recent paycheck stub.
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Required Submission Uploads

Copy of Florida Driver's License 55933	Copy of Vehicle Registration with Florida Department of Motor Vehicles 55934
Proof of City of St. Petersburg residency - 1 55931	Proof of City of St. Petersburg residency - 2 55935
Level One Background Screening 55936	Special and/or Relevant Certifications or Degrees 55932
Special and/or Relevant Certifications or Degrees --	

INFORMATION DESIGNATED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY

INFORMATION DESIGNATED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY All applications (including all documentation and materials attached to applications or provided in connection with this applications) submitted to the City are subject to Florida’s public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Applications (including all documentation and materials attached to applications or provided in connection with applications (even if in a separate electronic file)) submitted to the City cannot be returned. THE CITY WILL NOT CONSIDER APPLICATIONS IF THE ENTIRE APPLICATION IS LABELED A

TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY. If an applicant believes that its application contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure, then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate envelope, the applicant must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request. The City does not warrant or guarantee that information designated by the applicant as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by the applicant is/are correct and/or accurate. Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary, the applicant agrees to defend and indemnify the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against any and all claims, demands and actions (whether or not a lawsuit is commenced) arising out of or in connection with applicant's designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary. Failure to comply with the requirements above shall be deemed as a waiver by the applicant to claim that any information in its proposal is a trade secret and/or confidential and/or proprietary, regardless of whether such information is labeled trade secret and/or confidential and/or proprietary. Applicant acknowledges, understands, and agrees that all information in its application (not including information submitted in a separate envelope and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section) will be disclosed, without any notice to the applicant, if a public records request is made for such information, and the City shall not be liable to the applicant for such disclosure. Applicant acknowledges and understands that applicant's application, including the information submitted in a separate envelope and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section, will be distributed to City staff and City consultants to allow proposer's entire application, including the information submitted in a separate envelope, to be evaluated. CITY NOT RESPONSIBLE FOR PREPARATION COSTS

CITY NOT RESPONSIBLE FOR PREPARATION COSTS

PROHIBITED COMMUNICATION

DISQUALIFICATION

CONFIRMATIONS

I have read and understand the PeliCAN Program Guide?

true

I agree to participate and complete all required business and program training.

true

Participant selected shall submit to the City such data, reports, records, contracts, and other documents relating to the business program as the City may require, as more particularly described in the Pelican Program Agreement

true

I agree that I will return a portion or all funding if the program is not carried out as described in the grant agreement.

true

I understand that the produce trailer and other business equipment and supplies awarded to me through the grant will only be used in the operation of the business program.

true

Primary Applicant Signature

true

I have read and understand the business activity considerations within the Peli-CAN Program Guide and can carry out, or cause to be carried out, the core activities associated with business operations.

true

I confirm the conditions of this program and agree to accept the City Council's decision regarding my application.

true

I agree that the primary applicant will provide monthly detailed financial documentation to include receipts, invoices, payroll records, and time and effort report.

true

I agree that a completed Final Report including financial verification will be provided to the city within 30 days of completion of the project.

true

I understand that I may be required to repair or replace any damaged equipment listed in the lease agreement during the term of this program.

true

I agree to sign a City-prepared program agreement within ten (10) business days from my receipt of the program agreement. EACH APPLICANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING THE PROGRAM AGREEMENT.

true

Date

05/20/2026

PELICAN GRANT PROGRAM

Program Guide

*Funded in partnership with
The Foundation for a Healthy St. Petersburg
and Orlando Health Bayfront Hospital*



HEALTHY ST. PETE



Healthy St. Pete is a division of the St. Petersburg Parks and Recreation Department. The mission of Healthy St. Pete is to build a culture of health in our city by making the healthy choice the easy choice through a collaborative community effort.



WHAT IS THE PELICAN GRANT PROGRAM?

The PeliCAN (Community Access to Nutrition) Grant Program is a business development program that offers training, starting capital, and continued operational and marketing support to program participants for the purpose of creating a mobile healthy food retail business. The goal of the program is to improve physical and economic access to fresh fruits and vegetables for residents in Healthy Food Priority Areas throughout St. Petersburg and to create opportunities for upward financial mobility for residents seeking to become food justice advocates and community-based business leaders. The mission of the program is to promote health across the city and address the social determinants of health that relate to chronic, diet-related diseases that disproportionately impact residents in Healthy Food Priority Areas. The PeliCAN Grant Program is administered by Healthy St. Pete.

Healthy St. Pete is a division of the City of St. Petersburg Parks and Recreation Department and was founded to elevate health as a priority through collaboration and to drive meaningful change in the health conditions and outcomes of all residents in the city. Healthy St. Pete is a leader in pioneering programs, fostering collaboration, and facilitating resource accessibility for residents, with ten years of experience engaging community partners in providing free, health-focused programming and engagement opportunities. Healthy St. Pete continues this work in pursuing new programmatic areas specifically for healthy food access, launching successful pilot initiatives like the FRESH Pace Healthy Neighborhood Store Program, the Healthy Food Action Plan, and the Fresh Rec Stop Program.

The PeliCAN Grant Program is generously funded through the Healthy People 2025 Grant from The Foundation for a Healthy St. Petersburg and Orlando Health Bayfront Hospital and provides technical assistance for program evaluation, community connection, and resource navigation.

WHAT THIS PROGRAM IS NOT

The PeliCAN Grant Program is not a business loan program. While program participants receive infrastructure and operational supplies and will become individual business owners, they are not expected to “pay it back” at the end of the program term. Participants will earn profit, like a regular business owner, and will learn how to manage that profit to support their business and livelihoods. Participants are enrolled in a curriculum that builds business ownership and healthy food advocate skills and are expected to use and display those skills “on the job”.

The 15-month program is designed to be cumulative, and participants will experience a tiered launch into becoming a mobile healthy food retail business owner with monetary and technical support gradually scaled back over the term of the program. The purpose of this program design is to create opportunities for program participants to understand their strengths and where they need the most support to continue to be successful as a mobile healthy food retail business owner after the program term. Program participants will own their own business but will operate under the branding of the PeliCAN Grant Program to build community recognition of the program, its goals, and its mission. The PeliCAN Grant Program’s mobile produce carts will offer only whole, uncut produce. The program is not intended to offer prepared foods, including items that are cut, processed, or cooked. The program is not intended to be an extension of or support or supplement to an existing business.

ELIGIBILITY CRITERIA

Applicants must be 18 years or older, a resident of the City of St. Petersburg, legally authorized to work in the United States, and possess a valid driver license. Individuals that do not meet the criteria outlined in this program guide will not be eligible to apply.

This program is for anyone interested in an opportunity to become a small business owner and an advocate for their community’s access to nutritious, culturally relevant, and affordable produce. Participants should also have the drive to work toward solutions with their community. This program incorporates community engagement heavily, which informs aspects of the program like the type of produce sold, the times and days, and the locations of operation. Participants should remember that they will be building, operating, and growing a business, so adequate time and energy should be reserved for this purpose. Participants will be required to attend in-person and virtual classes and meetings on a flexible schedule outside of their business’s operation hours. Healthy St. Pete will work with program participants to accommodate an existing part-time work schedule. Participants in the PeliCAN program will have the ability to create their schedule as a part-time or full-time opportunity.

BUSINESS ACTIVITY CONSIDERATIONS

Program participants are expected to carry out, or cause to be carried out, the core activities associated with the proposed business operations. Some program-related activities may involve physical tasks such as the following:

- Moving, turning, crouching, and lifting (with or without assistance)
- Sitting or standing for periods of time
- Navigating uneven and varied surfaces
- Operating in indoor/outdoor environments
- Using equipment or fixtures relevant to the business, including operating the mechanical aspects of a trailer, locking mechanisms, and assembling shelving
- Setting up and breaking down produce displays



OBLIGATIONS OF THE CITY

All program participants, if accepted into the program, will be required to sign a program agreement with the City of St. Petersburg outlining the obligations of each party. The form and content of the program agreement will be determined by the City. Selected participants must sign the program agreement and return it to the City within thirty (30) business days from the date the final approved program agreement has been received by the selected participant. No agreement shall be considered binding upon the City until it has been properly executed by all parties. A summary of expectations is listed below. This is not an exhaustive list.

Healthy St. Pete (The City) will provide the following:

- Program management, coordination, and direct service support for the PeliCAN initiative.
- Coordination of collaborative partners and program resources for participants.
- Establishment of mobile retail infrastructure.
- Development of marketing assets.
- Support and cost of licensing and permitting processes.
- Delivery of health education and programming connected to the PeliCAN Grant Program.

OBLIGATIONS OF THE PARTICIPANT

The PeliCAN Grant Program participant will provide the following:

- Active participation in the established program curriculum, including class, webinar, meeting, and training attendance.
- Consistent communication with the Healthy St. Pete PeliCAN Grant Program manager, organizational partners, and community where the business operates.
- Completion of all required program monitoring and evaluation activities, including sharing data related to business operations, such as sales, profits, and general performance outcomes; sharing consumer feedback; and completing surveys and other analytic tools as required by the grant.
- Integrity in business operation, inventory pricing, and infrastructure management.
- Participation in PeliCAN Grant Program events, promotions, activities, and community engagement where appropriate.
- Use of PeliCAN Grant Program branded marketing materials and channels in addition to other approved marketing activities.
- Responsiveness to changes in the administration of the PeliCAN Grant Program, community feedback on best business practices, business operation, and sales data.
- A willingness to perform most of their produce sales within the designated Healthy Food Priority Areas.

PROVISIONS FOR DISENROLLMENT

PeliCAN Grant Program participants who are selected through the competitive grant process and sign a program agreement with the city may still be removed from the program if certain conditions are not met. Criteria that qualify for disenrollment from the program include the following:

- Failure to obtain or maintain the appropriate required insurance policies, licensure, or permits or failure to notify the City of changes to this documentation within 30 days.
- Revocation of driver license privileges or disqualifying criminal convictions during the program period.
- Failure to complete the required technical training, business courses, or program monitoring activities.
- Failure to meet the requirements to do business in the State of Florida or the City of St. Petersburg.
- Use of equipment, funds, marketing, or City materials in ways incompatible with the goals and mission of the program or for uses other than direct program implementation.

WHAT THE PROGRAM PROVIDES

As part of the PeliCAN Grant Program, participants will be provided the resources, infrastructure, and cost for items required to operate a mobile healthy food retail business as outlined in the program guidelines and the program agreement. These include the following:

Business infrastructure

- Vending trailer, tow hitches (if necessary) and locks
- Umbrella, fan, trash can, stool, produce scales, display and storage materials, shopping bags and stands
- Point of sale and SNAP vendor devices, systems, mobile Wi-Fi hardware and subscription, Bluetooth readers
- Branded customization of all infrastructure

Business operation

- Cost for Business Tax Receipts, Florida Articles of Incorporation, Florida Fictitious Name Registration, annual report, business incorporation, food manager certificate, renewal fees
- Guidance on becoming SNAP/EBT certified
- Wholesale club membership and renewal fees, event registration fees
- Marketing and advertisement via digital media ads, print advertisements, program print materials, recipe cards, posters, etc.
- Cost of produce inventory for a period of 15 months

Participation incentives

- \$800 monthly vendor stipend for 15 months
- Customer incentives cost (where applicable)
- Customer coupon redemptions (where applicable)

WHAT THE PROGRAM DOES NOT PROVIDE

The PeliCAN Grant Program is grant funded. It has a predetermined budget for the direct costs of the program. Many of these program costs are accounted for, but some may not be. The following are ineligible costs and awarded grant funds may not be used for such costs.

- Car insurance, business insurance, or other insurance costs
- Gas or transportation costs
- Personal or employee costs
- Any costs incurred outside of the program guidelines or agreement
- Any other items that are deemed ineligible according to the program guidelines or agreement at the discretion of the City

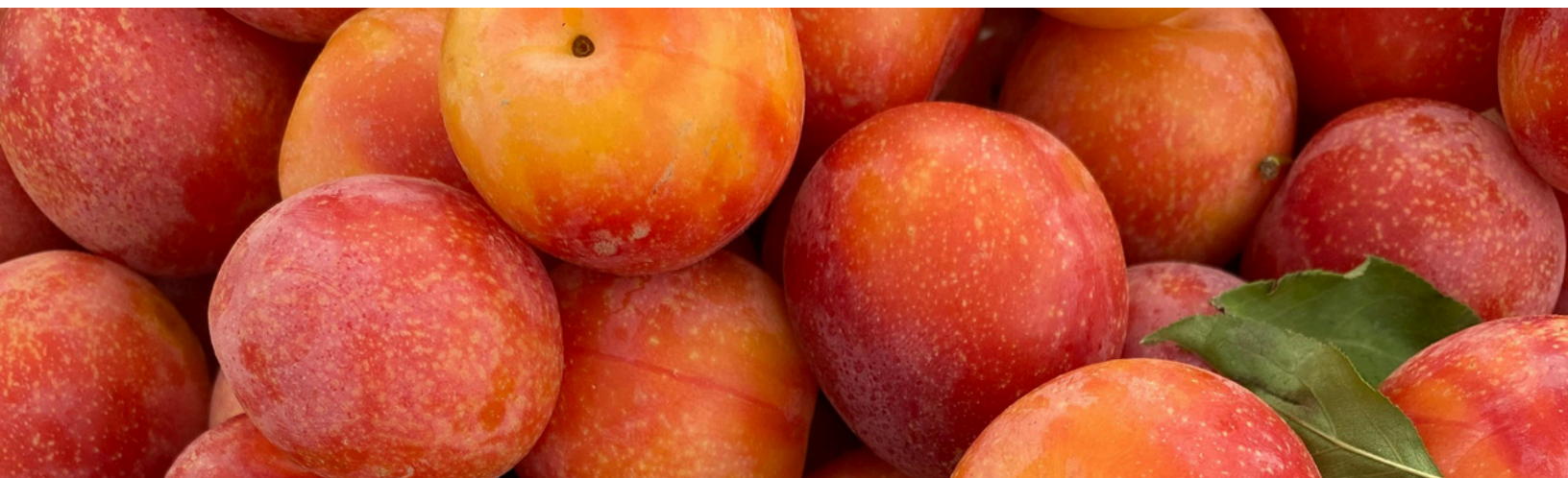
PAYMENTS

All costs, including stipends, are paid through a reimbursement model requiring submission of monthly invoices. A first initial training payment will be disbursed to provide adequate funds needed for reimbursement of business costs. Healthy St. Pete will provide training on the invoicing process, including assembly and submission. This will be offered immediately upon enrollment to ensure prompt payments are made to program participants. Participants will receive paper checks mailed to their home or business addresses no sooner than 30 days after processing. The City is not able to offer ACH payment service at this time.

INSURANCE REQUIREMENTS

Program participants will be required to hold certain insurance policies to qualify for continued enrollment. These policies may be held with the company of their choice. Insurance requirements will be included in the program agreement and determined by the City's Risk Management Division. The cost of these policies is not a covered expense under the PeliCAN Grant Program. Examples of these types of coverage include the following:

- Commercial auto insurance
- General liability
- Property insurance



INDEMNIFICATION

An indemnification provision will be included in the program agreement. Such provision may address, among other things, the participant's responsibility for claims, damages, losses, and expenses arising out of or related to the participant's activities under the program. The specific terms and scope of the indemnification will be set forth in the applicable program agreement and determined by the city in its sole discretion.

ORGANIZATIONAL PARTNERS

The PeliCAN Grant Program aims to address the systemic nature of health disparities through cross-organizational collaboration. Many organizational partners will contribute their subject matter expertise to the PeliCAN Grant Program. Program participants can expect to regularly interact with the local organizations listed below.

THE GREENHOUSE

The St. Petersburg Greenhouse offers free small business development assistance to new, established, and prospective St. Pete business owners. The Greenhouse offers curated programs, individual mentorship, and peer connections. These resources educate, prepare, and guide business owners through the development stages and beyond to support growth and sustainability. Participants will enroll in The Greenhouse Small Business Navigator (SBN) program to develop individual capacity building plans, operating budgets, and spending plans and receive guidance on state and local business regulations required to establish a small business. Services are provided in partnership with SCORE Pinellas County, the Florida Small Business Development Center at Pinellas County, and Greenhouse Navigators.



FLORIDACENTRAL CREDIT UNION

Floridacentral Credit Union is a full-service banking institution that offers business banking and tailored financial literacy and learning opportunities. Participants will have the opportunity to partner with Floridacentral for personalized services and access to business banking accounts with minimal fees and the financial tools and guidance for entrepreneurial operations. Floridacentral will also offer accounting and financial literacy guidance, credit counseling, business loan opportunities, and other advisory services that will ensure participants a solid foundation to build their business on. PeliCAN Grant Program participants will be offered ongoing navigation and financial planning resources for the duration of the program to ensure growth and sustainability.

LOCAL COMMISSARY PARTNER(S)

Healthy St. Pete intends to partner with local businesses or organizations to provide commissary storage to the PeliCAN Grant Program participants. Their partnership in the PeliCAN Grant Program will offer participants cold storage in a commercially licensed facility and vendor trailer parking.

TIMELINE

Participants will be actively engaged in the PeliCAN Grant Program for 15 months from summer 2026 to winter 2027. An approximate timeline for major milestones is below.

May 1, 2026	Applications for the PeliCAN Grant Program open to the public
May 31, 2026	Applications for the PeliCAN Grant Program are due
June 26, 2026	Participants are chosen by workgroup in deliberation meeting
July 2026	City Council considers and takes action on recommendations of workgroup
July - August 2026	Selected participants notified, agreements signed
August - September 2026	Participants begin enrollment in the PeliCAN Grant Program (banking, state and local permitting, etc.)
October - December 2026	Greenhouse business courses begin; soft launch of businesses and trial sales
January 2027	Program evaluation begins (customer and participant surveys)
May 2027	Business and program modification based on evaluation findings
December 2027	PeliCAN Grant Program contracts end

GREENHOUSE CURRICULUM

Participation in the Greenhouse's Small Business Navigator (SBN) program is an important aspect of the PeliCAN Grant Program. Participants are required to complete a curriculum of workshops, training courses, and plans designed to assess and build skill sets in four core business competencies: finance, business planning, business management, and marketing and sales. Participants will also utilize the Entrepreneurial Mindset Profile® from Eckerd College to understand their approach to entrepreneurship. The specific workshops that are included in a participant's capacity building plan will be tailored to their level of experience. Some examples of courses available include the following:

Finance

- Setting up your financial system: It's easier than you think
- Understanding basic financial statements
- QuickBooks® desktop basics
- Introduction to business taxes

Business Planning

- How to write your business plan
- Insurance essentials for your business
- Disaster preparedness/recovery for small business owners

Business Management

- How the city buys
- Building resilience after a business setback
- Pricing for profit

Marketing Sales

- How to develop brand awareness
- Get your local business on Google Search and Maps
- 10 tips for advertising your business
- How to use social media for your business

Start-ups

- Establishing a home-based business
- Legal structures
- Capitalizing on your side hustle and gig work

The Greenhouse's resources are free or low-cost to any entrepreneur in St. Petersburg and are available to participants after completion of the PeliCAN Grant program. Some resources, like connection to additional funding opportunities or incentive programs, may be available after completion of the PeliCAN Grant Program.



ADDITIONAL BUSINESS TRAINING

PeliCAN Grant Program participants are required to complete training courses related to the operation and implementation of the grant program and additional training on topics that may include safe food handling, trailer operations, point of sale operations, grant management and invoicing, produce procurement, produce stocking, SNAP/EBT, and understanding the PeliCAN Grant Program's role in positively contributing to St. Petersburg's food system.

HOW TO APPLY

The PeliCAN Grant Program is administered as a competitive grant program. Prospective program participants must apply to be enrolled in the program and receive funding. The PeliCAN Grant Program application period opens May 1, 2026, and closes May 31, 2026. Completion of an application does not guarantee receipt of funding or enrollment in the program. Applications must be completed electronically on the OpenGov platform. Individuals that require electronic or internet access or help navigating the OpenGov platform and application process may receive help by registering for Tech Help appointments at select St. Petersburg Library locations. See www.splibraries.org and click on services for more information.

Program applications, payments, and other information submitted by the applicant or participant related to the PeliCAN Grant Program, its implementation, operation, or evaluation are subject to Florida public records law.

REQUIRED DOCUMENTATION

Applicants will be required to have certain information and documentation available to apply. This includes the following:

- Driver license number
- Proof of St. Petersburg residence
- Proof of current vehicle insurance coverage

Applicants must consent to a criminal background screening and a DMV records review. The USDA SNAP/EBT certification process will require a Social Security card.

OPENGOV

PeliCAN Grant Program applications will be submitted through the city's procurement platform, OpenGov. Here you will be able to view the guidelines, application, and required documentation as well as other important dates, links, or contact information. Applicants will be required to make an account on OpenGov to complete this application and can be directed to do so at the application link. If accepted to the program, participants will be required to register with the city as a vendor through iProcurement, the city's invoice tracking platform. Healthy St. Pete will assist participants in this process.

Link to apply: <https://stpetersburgfl.portal.opengov.com/>



TECHNICAL ASSISTANCE

For questions regarding the PeliCAN Grant Program, help finding technical assistance for application, or other inquiries, please contact Sarah Wiemert, Healthy St. Pete Health Planner at (727) 892-5318 or Sarah.Wiemert@stpete.org. Alternatively, questions may be directed to Kim Lehto, Healthy St. Pete Coordinator, at (727) 892-5867 or Kim.Lehto@stpete.org.

SELECTION PROCESS

All applications to the PeliCAN Grant Program will undergo an initial review for responsiveness and completeness. Applications that move on to the next stage will be reviewed by a group of advisors composed of multiple representatives from organizations around the city that work in food access, economic development, or other neighborhood-level work. This group will then make a recommendation for selection of four applicants to St. Petersburg City Council. City Council members will vote on recommended applications for final approval.

Exhibit B
Project Requirements and Deliverables

- 1. Grantee's Performance Requirements.** In addition to any other requirements set forth in this Agreement or the PeliCAN Grant Program Guidelines, the Grantee shall, at a minimum:
- A. Attend and actively participate in all educational classes, webinars, meetings, trainings, technical-assistance sessions, and mentorship activities required by the City. The City will determine and communicate the schedule, sequence, format, and subject matter of such activities following Grantee's execution of this Agreement.
 - B. Complete all PeliCAN Grant Program monitoring and evaluation activities required by the City.
 - C. Conduct more than 50 percent of Project sales activities within Healthy Food Priority Areas, subject to quarterly review in accordance with paragraph 4B of the Agreement.
 - D. Apply for, obtain, and maintain all permits, licenses, registrations, approvals, and certifications required by the State of Florida and the City to lawfully do business, operate a Class I mobile food truck, and sell whole, uncut produce only. Unless otherwise approved in writing by the City, Grantee must obtain all such approvals within three (3) months after execution of this Agreement or no later than October 31, 2026, whichever is first.
 - E. Complete all trailering, food manager, food-safety, business, and other certifications identified in the PeliCAN Grant Program Guidelines or otherwise required by the City.
 - F. Carry out and complete the Greenhouse Capacity Building Plan described in the PeliCAN Grant Program Guidelines, including good-faith participation in the in-person and virtual learning opportunities.
 - G. Participate in interviews, photography, and videography requested by the City for PeliCAN Grant Program marketing, education and public-information materials. Provide to the City a completed Exhibit D for each participant in interviews, photography, and videography.
 - H. Provide to the City and prepare the following deliverables:

<u>Deliverable</u>	<u>Deadline/Frequency</u>
Cooperative sales plan identifying proposed locations, dates, operating times, available produce, and estimated prices; revised as necessary.	Initial plan submitted to the City on or before December 31, 2026; updates when requested by the City or when changes to plan occur.
Final program participant experience survey	November 30, 2027, or other deadline established by the City
Required trailering, food manager, food-safety, business, and other certifications	By the applicable deadline established by Law, the PeliCAN Grant Program Guidelines, the Greenhouse Capacity Building Plan, or the City

Greenhouse Capacity Building Plan activities and documentation of completion or good-faith progress	<u>March 31st, 2027</u>
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Exhibit C
Program Equipment

The City may provide some or all of the following equipment to Grantee, with the brand, make and model determined solely by the City:

<u>Equipment Description</u>
2026 Diamond Cargo 5x8 trailer and customized exterior wrap.
A-frame sign 12 x 24
Ventilated stack and nest produce containers (S-24137 & S-24138)
Trailer hitch lock
Padlock
Ice cooler
Point of sale system, Bluetooth reader, mobile wifi, monthly subscription fees
Hand truck
Tiered external display rack
Operational Supplies (produce scales, display materials, cart supplies, trash cans, produce bags, bag stands, vendor chair, fan)

Equipment listed in this Exhibit C is not eligible for reimbursement through the procedures set forth in paragraph 1.

Exhibit D

CONSENT, PERMISSION AND RELEASE FOR USE OF PHOTO, VIDEO AND/OR AUDIO

I hereby give the City of St. Petersburg (the "City") and the Erica Hall ("Grantee"), including their employees, affiliates, subcontractors, and designees, permission to take and use interviews, photographs, videos, and digital recordings of myself and/or the Minor (as hereinafter defined) for promotional and educational reasons. This publicity may include publication or dissemination of interviews, photographs, videos and digital recordings in publications, posters, brochures, newsletters, on the City or Grantee website, social media, radio stations, television channels, or other special district events or forms of publicity for the City. I understand there is no monetary compensation for use of such interviews, photographs, video or digital recordings. The City and Grantee have the right, among other things, to edit and/or otherwise alter the Media as needed. I understand I will receive no compensation for the City or Grantee's use of the Media. I agree to hold the City and Grantee, and their employees, affiliates, subcontractors, and designees harmless from and against claims, liability, loss, or damage caused by, or arising from the City and/or Grantee's use of the Media. I have read this Consent before signing and fully understand the contents, meaning and impact of this Consent. I understand that I am free to seek the advice of an attorney before signing this Consent and that I have been given the opportunity to seek such counsel.

Name: Erica Hall

Address: 1412 Tyrone Blvd N. St. Petersburg FL 33710

Telephone Number/Email address: 202 538 2010 ericahall@gmail.com

Signature of Subject: Erica Hall

Date: 8/15/20

Required if Subject is under age 18:

I hereby agree that I am the parent or legal guardian of _____ (name) (the "Minor") and that I am fully competent and legally able to execute this consent on behalf of _____ (name) with the intent to bind both myself and _____ (name) by the terms hereof.

Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date: _____

GRANT AGREEMENT
CITY OF ST. PETERSBURG PelICAN PROGRAM

THIS GRANT AGREEMENT ("Agreement") is made this 14th day of August, 2020 ("Effective Date") between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and Patrick Connelly, ("Grantee") (collectively, "Parties") with regard to the following matters.

RECITALS:

WHEREAS, the City desires to utilize a portion of its available funds to improve physical and economic access to fresh fruits and vegetables for City residents located within USDA-identified Healthy Food Priority Areas within the city, cultivate community-based business leaders and address social determinants of health related to healthy food access, diet-related chronic disease and economic instability; and

WHEREAS, the City has established the PelICAN (Community Access to Nutrition) Grant Program to provide selected applicants with startup capital, training and certain equipment necessary for the development and operation of mobile healthy food retail establishments serving residents within Healthy Food Priority Areas; and

WHEREAS, Grantee completed and submitted an application packet, which includes an application ("Application"), to the City, for a grant under the City's PelICAN Grant Program; and

WHEREAS, the Application describes Grantee's mobile healthy food retail establishment and related activities to be developed and implemented by Grantee with the funding and programmatic support provided under this Agreement ("Project"); and

WHEREAS, Grantee's receipt of the grant and continued participation in the PelICAN Grant Program is subject to the terms and conditions of this Agreement, including the continued satisfaction of the performance standards, deliverables, monitoring requirements and eligibility criteria set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Grantee covenant and agree as follows:

1. **Grant Funding and Expenditures:**

- A. The City will pay to Grantee, on a reimbursement basis after the City's review and approval of reimbursement documentation evidencing Grantee's payment of expenses eligible for funding under this Agreement, an amount not to exceed \$31,250 ("City Funding") for the Project, subject to the terms and conditions of this Agreement. Provided Grantee is in compliance with the terms and conditions of this Agreement, the City will disburse approved reimbursement amounts to Grantee within forty-five (45) days after receipt of a complete request for reimbursement.

Requests for reimbursement must include an invoice and supporting documentation for the period being billed that are acceptable to the City. The Grantee must submit invoices by email or in person to the Healthy St. Pete staff designated by the City, or through such other format or system as may be required by the City. The Grantee must use the invoice format and submission procedures that are approved by the City. Invoices must be submitted by the Grantee in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in the Application. The City may withhold payment, reject an invoice or require resubmission if the invoice or supporting documentation is incomplete, inaccurate, not submitted in the City's required format, or otherwise insufficient to demonstrate compliance with this Agreement.

- B. All reimbursement requests must include the following for each expenditure item listed, and any other information deemed necessary by the City (in its discretion), prior to disbursement:
 - i. A copy of invoices with date of service or for purchase of eligible items. For material and supplies purchased, the invoice or cash register receipt must have a description of each item for which reimbursement is requested and must be legible;
 - ii. A copy of cancelled checks or proof of electronic payment from Grantee. For an item to be approved for reimbursement, the name of the vendor on a cancelled check or electronic payment proof must match the name of the vendor on the corresponding invoice; and
 - iii. A copy of signed time sheets and payroll documentation for salary costs, if applicable.
- C. Reimbursement requests must be made by the Grantee monthly during the first five (5) days of any given calendar month in which the request is made. All requests for payment made after the fifth day of the month will be held for processing until the next month.
- D. Grantee acknowledges and agrees that the City Funding may only be utilized for eligible costs directly related to the Project, as approved by the City and described in the Application and the PeliCAN Grant Program Guidelines ("Exhibit A") and Exhibit B (Project Requirements and Deliverables) and for no other purpose and must be expended during the Term. The City reserves the right to require evidence acceptable to the City of expenditures at any time.
- E. The City may withhold all or any portion of the City Funding at any time if the Grantee is not in compliance with the terms or conditions of this Agreement, including Exhibit B, or is in violation of any applicable Laws (as hereinafter defined).
- F. Grantee must execute and deliver this Agreement to the City on or before August 19, 2026. If Grantee fails to execute and deliver this Agreement to the City by that date, the City will have no obligation to pay to Grantee the City Funding or provide the Program Equipment described herein.

- G. Any and all monies owed to the City by Grantee for any reason must be paid in full prior to the disbursement of any City Funding hereunder.
- H. Grantee's eligibility for each disbursement is conditioned upon Grantee's continued compliance with the requirements of this Agreement.

2. **Program Equipment and Transfer of Title.**

- A. In addition to the City Funding, the City will purchase, or otherwise acquire and provide to Grantee a vending trailer and other equipment, fixtures, hardware, supplies, and related mobile retail infrastructure described in Exhibit C (collectively, the "Program Equipment").
- B. Unless otherwise stated in an applicable transfer document approved by the City, title to each item of Program Equipment will pass from the City to Grantee upon the City's delivery of the item to Grantee. The Program Equipment is transferred to Grantee in its then-existing condition, without any representation or warranty by the City. Grantee shall execute any title, delivery, acceptance, or other document required by the City in connection with the transfer of the Program Equipment.
- C. Upon delivery of the Program Equipment by the City to Grantee, Grantee shall be solely responsible, at Grantee's expense, for all costs and obligations arising from the ownership, maintenance and operation of the Program Equipment. Without limiting the generality of the foregoing, Grantee shall: (i) apply for and obtain title, registration, license plates, tags, permits and inspections required for the Program Equipment; (ii) pay all applicable taxes, fees and other charges associated therewith (including but not limited to, title and registration fees, license plate and tag fees, permitting fees); (iii) obtain and maintain all insurance required by the City or applicable Laws for the Program Equipment; (iv) comply with all applicable Laws applicable to the ownership, possession, transportation, towing and operation of the Program Equipment; (v) keep the Program Equipment in good, safe, sanitary and operable condition; (vi) perform, or cause to be performed, all maintenance and repairs to the Program Equipment in accordance with applicable manufacturer recommendations, warranty requirements and Laws.
- D. Grantee must not sell, assign, lease, pledge, encumber, grant a security interest in, permanently affix to real property, remove any serial number or other identifying mark or use the Program Equipment for any purpose inconsistent with the Project during the Term of this Agreement without the City's prior written consent. Grantee shall keep the Program Equipment free and clear of all liens, security interests, claims and encumbrances, except for the security interest granted to the City under this Agreement.
- E. Grantee shall promptly notify the City of any loss, theft, material damage, seizure, lien, casualty, destruction or change in location or status of the Program Equipment (collectively, the "Equipment Loss"). Grantee bears all risk of loss with respect to the Program Equipment after title is transferred to Grantee. The City shall have no obligation or liability to repair, replace, restore, reimburse, or otherwise compensate

Grantee for any Equipment Loss, regardless of the cause. Grantee shall remain responsible for all obligations under this Agreement notwithstanding any Equipment Loss. Grantee shall also promptly notify the City of any accident, insurance claim, third-party claim or governmental action affecting the Program Equipment. To the extent permitted by applicable Laws, any insurance proceeds payable on account of Equipment Loss shall be used to repair or replace the affected Program Equipment. If there is any loss, theft, material damage, seizure, lien, casualty, destruction or change in location or status of the trailer, it shall be considered an Event of Default pursuant to paragraph 8 if an insurance claim is not made within thirty (30) days and the City is not notified within thirty (30) days of submission of a valid insurance claim. Grantee shall be considered in violation of this agreement if unable to fulfill any obligation under this Agreement due to Equipment Loss, regardless of a valid insurance claim, within sixty (60) days.

- F. Transfer of title does not limit the City's rights under this Agreement. If this Agreement is terminated for cause, or if Grantee misuses, abandons, sells, transfers, encumbers, or fails to insure or maintain the Program Equipment, the City may require Grantee to return the Program Equipment and transfer title back to the City, or reimburse the City for the Recapture Amount (as hereinafter defined) applicable to such Program Equipment. For the purposes of this Agreement, "Recapture Amount" means the cost for the City to replace the Program Equipment.
- G. As security for Grantee's obligations relating to the Program Equipment, including Grantee's obligation to return the Program Equipment or pay the applicable Recapture Amount, Grantee hereby grants to the City a continuing security interest in the Program Equipment and any identifiable proceeds thereof, including insurance proceeds. Upon expiration of the Term without an uncured Event of Default and upon Grantee's full performance of its obligations relating to the Program Equipment as determined by the City in writing, the City's security interest shall automatically terminate.

3. **Term:**

- A. The term of this Agreement begins on the Effective Date and terminates on December 5, 2027, unless earlier terminated as provided for herein ("Term"). Only eligible costs incurred on or before November 30, 2027 are reimbursable. Any City Funding determined by the City to have been overpaid or used for an ineligible purpose shall be immediately returned to the City.
- B. The Mayor, in the Mayor's sole and absolute discretion, may authorize the extension of the Term for up to ninety (90) days to allow Grantee to complete the Project in a timely manner if Grantee is in compliance with this Agreement and Grantee is taking reasonable steps to complete the Project within such ninety (90) day period. A second ninety (90) day extension may be granted by the Mayor, in the Mayor's sole and absolute discretion. Any such authorization for extension shall be in writing.

4. **Reports, Deliverables and Program Monitoring:**

- A. **Reimbursement Reports.** Grantee shall submit to the City reimbursement reports detailing expenditures relative to the Project in accordance with the following deadlines. Reimbursement reports must be in the format requested by the City and must include documentation evidencing utilization of the City Funding in accordance with the requirements of this Agreement (e.g. copies of checks, payrolls, time records, invoices, contracts, vouchers, orders). If the Term is extended pursuant to paragraph 3B, above, Grantee shall submit an additional report at the conclusion of the extended Term.

Reimbursement Report	Deadline
PeliCAN Monthly Vendor Invoice	On the fifth day of each Month, beginning September 5, 2026 and ending December 5, 2027

- B. **Programmatic Reports.** In addition to the reimbursement reports identified above, Grantee shall submit to the City Programmatic reports in accordance with the following deadlines. Programmatic reports must include all data required by the City, including, but not limited to quarterly point-of-sale data for the Project which identifies the geographic location of sales, then-current sales plans, training and certification records, Grantee's individual Capacity Building Plan, and any other information requested by the City.

Report	Deadline
PeliCAN Quarterly Program Report	December 31, 2026
PeliCAN Quarterly Program Report	March 31, 2027
PeliCAN Quarterly Program Report	June 30, 2027
PeliCAN Quarterly Program Report	September 30, 2027
PeliCAN Final Program Report	December 5, 2027

5. **Repayment of City Funding.** If Grantee fails to comply with any of the terms and conditions of this Agreement (including but not limited to failure to comply with the Project as identified in the Application, Exhibit B, applicable Laws, or failure to submit the required periodic reports within the time period required by this Agreement), and such noncompliance continues for ten (10) days after written notice thereof from the City, the City may, in its sole and absolute discretion, require the Grantee to repay all or any portion of the City Funding to the City within thirty (30) days after written notice from the City in accordance with paragraph 13 to repay the City Funding. Notwithstanding the foregoing, no cure period is required for misuse of City Funding, fraud, material misrepresentation, loss of a license or legal authority required to operate the Project, or conduct presenting an imminent threat to public health or safety, as determined by the City.
6. **Compliance with Laws:** Grantee shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Without limiting the foregoing, Grantee shall timely obtain and continuously maintain all registrations, permits, licenses, certifications, approvals, and driver privileges required by the State of Florida and the City to lawfully conduct the Project, operate a Class I mobile

food truck (as required by the City's Code of Ordinances), transport the Program Equipment, and sell whole, uncut produce only, as required by the Project. Grantee shall notify the City in writing within thirty (30) days after any expiration, suspension, revocation, material modification, or other change affecting any required insurance policy, registration, permit, license, certification, approval, or driver privilege; provided that Grantee shall notify the City immediately of any suspension or revocation that prevents lawful operation of the Project.

7. **Reservation of Rights:** To determine the Grantee's compliance with this Agreement, the City may at any time enter and inspect any premises used by Grantee for any part of the Project. The City may also at any time observe sales activities; review point-of-sale, geographic, financial, licensing, insurance, training, and Project records to verify Grantee's compliance with Exhibit B, the Application and this Agreement.

8. **Termination of Contract; Suspension of Project Activities:**

- A. Each of the following constitutes an "Event of Default" under this Agreement: (i) Grantee's failure to fulfill, in a timely and proper manner, any obligation under this Agreement; (ii) Grantee's violation of any covenant, condition, or stipulation of this Agreement; (iii) Grantee's failure to obtain or maintain any Authorizations (as hereinafter defined) required under this Agreement or applicable Laws; (iv) any action or conduct that prevents Grantee from lawfully or safely performing the Project, including, but not limited to the suspension or revocation of Grantee's driver privileges; (v) a criminal conviction of Grantee occurring during the Term; (vi) Grantee's failure to complete any required technical training, business course, capacity-building activity, or Project monitoring or evaluation requirement; (vii) Grantee's failure to remain legally authorized to conduct business in the State of Florida or the City; (viii) Grantee's misuse or diversion of City Funding or Program Equipment, or Grantee's use of other Project resources in a manner incompatible with the purposes or requirements of the PeliCAN Grant Program or for any purpose other than the direct operations of the Project; (ix) Grantee's use of City Funding to support activities unrelated to, or outside the direct operations of the Project; (x) Grantee's falsification, concealment or misrepresentation of information provided to the City; (xi) cessation of the business participating in the PeliCAN Grant Program; (xii) any other conduct that the City reasonably determines is inconsistent with the requirements, purposes, or public-interest objectives of the PeliCAN Grant Program. Except as otherwise provided in subsection B below, if an Event of Default continues for ten (10) days after the City provides Grantee with written notice thereof in accordance with paragraph 13, the City may, in its sole and absolute discretion, terminate this Agreement by providing Grantee with written notice of termination in accordance with paragraph 13.
- B. Notwithstanding the foregoing, the City may immediately terminate this Agreement without an opportunity to cure upon: (i) misuse or diversion of City Funding or Program Equipment (ii) Grantee's falsification, concealment or misrepresentation of information provided to the City (iii) expiration, suspension, or revocation of any Authorizations needed to lawfully or safely

operate the Project; (iv) a criminal conviction of the Grantee occurring during the Term; (v) cessation of the business participating in the PeliCAN Grant Program; or (vi) Grantee's failure to fulfill, in a timely and proper manner, any obligation under this Agreement related to safety, indemnification or insurance coverage.

- C. Grantee will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Grantee.
- D. In addition to, and without limiting the City's rights under subsections A. and B. above, if the City determines that the Grantee has failed to comply with this Agreement or that Grantee has engaged in conduct inconsistent with the purposes, requirements or public-interest objectives of the PeliCAN Grant Program, the City may, upon written notice to the Grantee, suspend all or a portion of the Project activities. The City may impose such suspension in its discretion, for reasons including, but not limited to, protecting City Funding, ensuring Agreement compliance, addressing monitoring findings, investigating suspected Agreement non-compliance, preventing the incurrence of ineligible costs, or requiring corrective action of the Grantee. During any period of suspension, the Grantee shall not incur additional costs, enter into new obligations, expend City Funding, or continue suspended Project activities for which reimbursement will be sought. Any costs incurred by the Grantee during a suspension without the City's prior authorization in writing shall be incurred at the Grantee's sole risk.

9. **Indemnification:**

- A. Grantee shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - i. The performance of this Agreement (including changes and amendments hereto), including, but not limited to, all activities comprising or related to the Project and participation in the PeliCAN Grant Program, by Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - ii. The failure of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

- iii. Any negligent act or omission of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - iv. Any reckless or intentional wrongful act or omission of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - v. The ownership, possession, custody, control, registration, licensing, titling, towing, transportation, loading, unloading, storage, inspection, maintenance, repair, alteration, modification, condition or use of any Program Equipment.
- B. The provisions of this paragraph 9 are independent of, and will not be limited by, any insurance required to be obtained by Grantee pursuant to this Agreement or otherwise obtained by Grantee, 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.

10. **Insurance:**

- A. Grantee shall maintain the following types and amounts of insurance throughout the Term of this Agreement at its own expense:
- a. Commercial General Liability insurance in an amount of at Three Hundred Thousand (\$300,000) per occurrence, Three Hundred Thousand Dollars (\$300,000) 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.
 - b. Commercial Automobile Liability insurance of Three Hundred Thousand (\$300,000) combined single limit.
 - c. Commercial Comprehensive and Collision Insurance on vending trailer. Insurance must include coverage for collision, weather, theft, fire, vandalism and other perils.
 - d. 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.
- B. All of Grantee's insurance policies, except Workers' Compensation shall name the Indemnified Parties as additional insureds.
- C. 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.

- D. Prior to the City's distribution of any funds pursuant to this Agreement, Grantee shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the City's request, Grantee shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.
- E. 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.
- F. If the insurance carried by the Grantee has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, shall be the requirement in this Agreement. If the Grantee's insurance limits are greater than the minimum limits set forth herein, then the Grantee's insurance limits shall be the required limits in this Agreement.
- G. Grantee 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. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

11. **Records:**

- A. Grantee shall maintain financial books, records, and accounting information related to this Agreement in accordance with generally accepted accounting principles. Grantee shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, Grantee shall retain all such books, records and information for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement, and all such documents shall be clearly identified and accessible.

C. Grantee shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

12. **Ineligibility for Future Funding:** The City may deem Grantee ineligible to apply for funds in subsequent years if (i) the City withholds all or any portion of the City Funding from Grantee in accordance with this Agreement; (ii) the City reclaims the City Funding pursuant to paragraph 5; (iii) the City terminates this Agreement for any reason; or (iv) the City determines Grantee is not in compliance with the terms or conditions of this Agreement or is in violation of any applicable Laws.
13. **Notices:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF ST. PETERSBURG:
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731-2842
Attention:

GRANTEE:
4363 5th Ave S.
St. Petersburg FL
33711
Attention: Patrick Connelly

14. **Nondiscrimination:** Grantee, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category; provided, however, that the City may not enforce this provision to prohibit or discriminate against religious exercise in a manner that would be proscribed by the United States Constitution or other applicable Laws.
15. **Marketing:** Grantee agrees to participate in City marketing initiatives related to the PeliCAN Grant Program. Grantee hereby gives the City permission to photograph, record, interview, and reproduce Grantee's name, image, voice, likeness, statements, and Project-related activities ("Marketing Media") in City-owned or City-sponsored informational, educational, promotional, and marketing materials relating to the PeliCAN Grant Program, without any compensation. The City may edit, alter and distribute such Marketing Media in any media, including, but not limited to, on the City's website, social media, radio stations, television channels, brochures, newsletters, or other forms of publication. Grantee hereby releases, waives, discharges and covenants not to sue the City, its City Council, Mayor, any

City department or subdivision, its employees, representatives, officers, agents, and volunteers (hereinafter collectively referred to as "Releasees"), for any claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever against Releasees Grantee ever had, now have, or can, shall, or may ever have, upon or by reason of, directly or indirectly, relating to or arising from the City's use of the Marketing Media.

16. **Assignment:** Grantee shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph 16 is void and confers no rights upon the assignee.
17. **Governing Law and Venue:** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
18. **Due Authority:** Each party to this Agreement represents and warrants to the other party that it is legally authorized to enter into this Agreement and, if Grantee is an entity, that Grantee is duly organized, validly existing, and in good standing under applicable Law.
19. **Captions:** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
20. **Non-Appropriation:** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
21. **No Third-Party Beneficiaries:** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
22. **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.
23. **No Waiver:** No provision of this Agreement may 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 the Grantee does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

24. **Severability:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
25. **Permits and Licenses.** Grantee shall, at its sole cost and expense (unless expressly provided otherwise in this Agreement), obtain and continuously maintain during the Term of this Agreement, all permits, licenses, registrations, certifications, inspections, approvals and other governmental authorizations ("Authorizations") required to perform any Project activities, participate in the PeliCAN Grant Program, and possess, title, register, tow, transport, store, maintain and use the Program Equipment, including but not limited to, a City Class I mobile food truck permit, all business tax receipts, vehicle and/or trailer title and registration requirements, license plates or tags, food-distribution related permits and certifications, and any other approvals. Upon request, Grantee shall provide the City with written evidence satisfactory to the City that all such Authorizations have been obtained and remain current and in good standing. Grantee shall notify the City immediately if any such Authorization expires, is suspended, revoked, denied, modified or otherwise becomes invalid.
26. **City Consent and Action:**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
27. **Survival:** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
28. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("**Permitted Delay**"), such party will be excused for

the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

29. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.
30. **Agreement Components.** The agreement components are this Agreement, the exhibits attached to this Agreement, and the PeliCAN Grant Program Guidelines (which were provided to the Grantee by the City in advance of Agreement execution). In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its exhibits, (ii) the exhibits to this Agreement, and (iii) the PeliCAN Grant Program Guidelines.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

GRANTEE:

By: *Patrick Connelly*
Print: *Patrick Connelly*
Title: *Grantee / owner*

CITY OF ST. PETERSBURG, FLORIDA

By:

Print: _____

Title: _____

ATTEST:

Chandrahasa Srinivasa, City Clerk

(Seal)

Approved as to Form and Content:

City Attorney (designee) 00908923

Exhibit D

CONSENT, PERMISSION AND RELEASE FOR USE OF PHOTO, VIDEO AND/OR AUDIO

I hereby give the City of St. Petersburg (the "City") and the Patrick Connelly ("Grantee"), including their employees, affiliates, subcontractors, and designees, permission to take and use interviews, photographs, videos, and digital recordings of myself and/or the Minor (as hereinafter defined) for promotional and educational reasons. This publicity may include publication or dissemination of interviews, photographs, videos and digital recordings in publications, posters, brochures, newsletters, on the City or Grantee website, social media, radio stations, television channels, or other special district events or forms of publicity for the City. I understand there is no monetary compensation for use of such interviews, photographs, video or digital recordings. The City and Grantee have the right, among other things, to edit and/or otherwise alter the Media as needed. I understand I will receive no compensation for the City or Grantee's use of the Media. I agree to hold the City and Grantee, and their employees, affiliates, subcontractors, and designees harmless from and against claims, liability, loss, or damage caused by, or arising from the City and/or Grantee's use of the Media. I have read this Consent before signing and fully understand the contents, meaning and impact of this Consent. I understand that I am free to seek the advice of an attorney before signing this Consent and that I have been given the opportunity to seek such counsel.

Name: Patrick Connelly

Address: 4363 5th Ave S. St. Petersburg, FL 33711

Telephone Number/Email address: 727-643-1366 / pconnelly88@gmail.com

Signature of Subject: P. Connelly

Date: 8/14/26

Required if Subject is under age 18:

I hereby agree that I am the parent or legal guardian of _____ (name) (the "Minor") and that I am fully competent and legally able to execute this consent on behalf of _____ (name) with the intent to bind both myself and _____ (name) by the terms hereof.

Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date: _____

GRANT AGREEMENT
CITY OF ST. PETERSBURG PeliCAN PROGRAM

THIS GRANT AGREEMENT (“Agreement”) is made this [REDACTED] day of [REDACTED], 20 [REDACTED] (“**Effective Date**”) between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, (“**City**”) and [REDACTED], (“**Grantee**”) (collectively, “**Parties**”) with regard to the following matters.

R E C I T A L S:

WHEREAS, the City desires to utilize a portion of its available funds to improve physical and economic access to fresh fruits and vegetables for City residents located within USDA-identified Healthy Food Priority Areas within the city, cultivate community-based business leaders and address social determinants of health related to healthy food access, diet-related chronic disease and economic instability; and

WHEREAS, the City has established the PeliCAN (Community Access to Nutrition) Grant Program to provide selected applicants with startup capital, training and certain equipment necessary for the development and operation of mobile healthy food retail establishments serving residents within Healthy Food Priority Areas; and

WHEREAS, Grantee completed and submitted an application packet, which includes an application (“**Application**”), to the City, for a grant under the City’s PeliCAN Grant Program; and

WHEREAS, the Application describes Grantee’s mobile healthy food retail establishment and related activities to be developed and implemented by Grantee with the funding and programmatic support provided under this Agreement (“**Project**”); and

WHEREAS, Grantee’s receipt of the grant and continued participation in the PeliCAN Grant Program is subject to the terms and conditions of this Agreement, including the continued satisfaction of the performance standards, deliverables, monitoring requirements and eligibility criteria set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Grantee covenant and agree as follows:

1. **Grant Funding and Expenditures:**

- A. The City will pay to Grantee, on a reimbursement basis after the City’s review and approval of reimbursement documentation evidencing Grantee’s payment of expenses eligible for funding under this Agreement, an amount not to exceed \$31,250 (“**City Funding**”) for the Project, subject to the terms and conditions of this Agreement. Provided Grantee is in compliance with the terms and conditions of this Agreement, the City will disburse approved reimbursement amounts to Grantee within forty-five (45) days after receipt of a complete request for reimbursement.

Requests for reimbursement must include an invoice and supporting documentation for the period being billed that are acceptable to the City. The Grantee must submit invoices by email or in person to the Healthy St. Pete staff designated by the City, or through such other format or system as may be required by the City. The Grantee must use the invoice format and submission procedures that are approved by the City. Invoices must be submitted by the Grantee in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in the Application. The City may withhold payment, reject an invoice or require resubmission if the invoice or supporting documentation is incomplete, inaccurate, not submitted in the City's required format, or otherwise insufficient to demonstrate compliance with this Agreement.

- B. All reimbursement requests must include the following for each expenditure item listed, and any other information deemed necessary by the City (in its discretion), prior to disbursement:
 - i. A copy of invoices with date of service or for purchase of eligible items. For material and supplies purchased, the invoice or cash register receipt must have a description of each item for which reimbursement is requested and must be legible;
 - ii. A copy of cancelled checks or proof of electronic payment from Grantee. For an item to be approved for reimbursement, the name of the vendor on a cancelled check or electronic payment proof must match the name of the vendor on the corresponding invoice; and
 - iii. A copy of signed time sheets and payroll documentation for salary costs, if applicable.
- C. Reimbursement requests must be made by the Grantee monthly during the first five (5) days of any given calendar month in which the request is made. All requests for payment made after the fifth day of the month will be held for processing until the next month.
- D. Grantee acknowledges and agrees that the City Funding may only be utilized for eligible costs directly related to the Project, as approved by the City and described in the Application and the PeliCAN Grant Program Guidelines ("Exhibit A") and Exhibit B (Project Requirements and Deliverables) and for no other purpose and must be expended during the Term. The City reserves the right to require evidence acceptable to the City of expenditures at any time.
- E. The City may withhold all or any portion of the City Funding at any time if the Grantee is not in compliance with the terms or conditions of this Agreement, including Exhibit B, or is in violation of any applicable Laws (as hereinafter defined).
- F. Grantee must execute and deliver this Agreement to the City on or before August 19, 2026. If Grantee fails to execute and deliver this Agreement to the City by that date, the City will have no obligation to pay to Grantee the City Funding or provide the Program Equipment described herein.

- G. Any and all monies owed to the City by Grantee for any reason must be paid in full prior to the disbursement of any City Funding hereunder.
- H. Grantee's eligibility for each disbursement is conditioned upon Grantee's continued compliance with the requirements of this Agreement.

2. **Program Equipment and Transfer of Title.**

- A. In addition to the City Funding, the City will purchase, or otherwise acquire and provide to Grantee a vending trailer and other equipment, fixtures, hardware, supplies, and related mobile retail infrastructure described in Exhibit C (collectively, the "Program Equipment").
- B. Unless otherwise stated in an applicable transfer document approved by the City, title to each item of Program Equipment will pass from the City to Grantee upon the City's delivery of the item to Grantee. The Program Equipment is transferred to Grantee in its then-existing condition, without any representation or warranty by the City. Grantee shall execute any title, delivery, acceptance, or other document required by the City in connection with the transfer of the Program Equipment.
- C. Upon delivery of the Program Equipment by the City to Grantee, Grantee shall be solely responsible, at Grantee's expense, for all costs and obligations arising from the ownership, maintenance and operation of the Program Equipment. Without limiting the generality of the foregoing, Grantee shall: (i) apply for and obtain title, registration, license plates, tags, permits and inspections required for the Program Equipment; (ii) pay all applicable taxes, fees and other charges associated therewith (including but not limited to, title and registration fees, license plate and tag fees, permitting fees); (iii) obtain and maintain all insurance required by the City or applicable Laws for the Program Equipment; (iv) comply with all applicable Laws applicable to the ownership, possession, transportation, towing and operation of the Program Equipment; (v) keep the Program Equipment in good, safe, sanitary and operable condition; (vi) perform, or cause to be performed, all maintenance and repairs to the Program Equipment in accordance with applicable manufacturer recommendations, warranty requirements and Laws.
- D. Grantee must not sell, assign, lease, pledge, encumber, grant a security interest in, permanently affix to real property, remove any serial number or other identifying mark or use the Program Equipment for any purpose inconsistent with the Project during the Term of this Agreement without the City's prior written consent. Grantee shall keep the Program Equipment free and clear of all liens, security interests, claims and encumbrances, except for the security interest granted to the City under this Agreement.
- E. Grantee shall promptly notify the City of any loss, theft, material damage, seizure, lien, casualty, destruction or change in location or status of the Program Equipment (collectively, the "Equipment Loss"). Grantee bears all risk of loss with respect to the Program Equipment after title is transferred to Grantee. The City shall have no obligation or liability to repair, replace, restore, reimburse, or otherwise compensate

Grantee for any Equipment Loss, regardless of the cause. Grantee shall remain responsible for all obligations under this Agreement notwithstanding any Equipment Loss. Grantee shall also promptly notify the City of any accident, insurance claim, third-party claim or governmental action affecting the Program Equipment. To the extent permitted by applicable Laws, any insurance proceeds payable on account of Equipment Loss shall be used to repair or replace the affected Program Equipment. If there is any loss, theft, material damage, seizure, lien, casualty, destruction or change in location or status of the trailer, it shall be considered an Event of Default pursuant to paragraph 8 if an insurance claim is not made within thirty (30) days and the City is not notified within thirty (30) days of submission of a valid insurance claim. Grantee shall be considered in violation of this agreement if unable to fulfill any obligation under this Agreement due to Equipment Loss, regardless of a valid insurance claim, within sixty (60) days.

- F. Transfer of title does not limit the City's rights under this Agreement. If this Agreement is terminated for cause, or if Grantee misuses, abandons, sells, transfers, encumbers, or fails to insure or maintain the Program Equipment, the City may require Grantee to return the Program Equipment and transfer title back to the City, or reimburse the City for the Recapture Amount (as hereinafter defined) applicable to such Program Equipment. For the purposes of this Agreement, "Recapture Amount" means the cost for the City to replace the Program Equipment.
- G. As security for Grantee's obligations relating to the Program Equipment, including Grantee's obligation to return the Program Equipment or pay the applicable Recapture Amount, Grantee hereby grants to the City a continuing security interest in the Program Equipment and any identifiable proceeds thereof, including insurance proceeds. Upon expiration of the Term without an uncured Event of Default and upon Grantee's full performance of its obligations relating to the Program Equipment as determined by the City in writing, the City's security interest shall automatically terminate.

3. **Term:**

- A. The term of this Agreement begins on the Effective Date and terminates on December 5, 2027, unless earlier terminated as provided for herein ("Term"). Only eligible costs incurred on or before November 30, 2027 are reimbursable. Any City Funding determined by the City to have been overpaid or used for an ineligible purpose shall be immediately returned to the City.
- B. The Mayor, in the Mayor's sole and absolute discretion, may authorize the extension of the Term for up to ninety (90) days to allow Grantee to complete the Project in a timely manner if Grantee is in compliance with this Agreement and Grantee is taking reasonable steps to complete the Project within such ninety (90) day period. A second ninety (90) day extension may be granted by the Mayor, in the Mayor's sole and absolute discretion. Any such authorization for extension shall be in writing.

4. **Reports, Deliverables and Program Monitoring:**

- A. **Reimbursement Reports.** Grantee shall submit to the City reimbursement reports detailing expenditures relative to the Project in accordance with the following deadlines. Reimbursement reports must be in the format requested by the City and must include documentation evidencing utilization of the City Funding in accordance with the requirements of this Agreement (e.g. copies of checks, payrolls, time records, invoices, contracts, vouchers, orders). If the Term is extended pursuant to paragraph 3B, above, Grantee shall submit an additional report at the conclusion of the extended Term.

Reimbursement Report	Deadline
PeliCAN Monthly Vendor Invoice	On the fifth day of each Month, beginning September 5, 2026 and ending December 5, 2027

- B. **Programmatic Reports.** In addition to the reimbursement reports identified above, Grantee shall submit to the City Programmatic reports in accordance with the following deadlines. Programmatic reports must include all data required by the City, including, but not limited to quarterly point-of-sale data for the Project which identifies the geographic location of sales, then-current sales plans, training and certification records, Grantee's individual Capacity Building Plan, and any other information requested by the City.

Report	Deadline
PeliCAN Quarterly Program Report	December 31, 2026
PeliCAN Quarterly Program Report	March 31, 2027
PeliCAN Quarterly Program Report	June 30, 2027
PeliCAN Quarterly Program Report	September 30, 2027
PeliCAN Final Program Report	December 5, 2027

5. **Repayment of City Funding.** If Grantee fails to comply with any of the terms and conditions of this Agreement (including but not limited to failure to comply with the Project as identified in the Application, Exhibit B, applicable Laws, or failure to submit the required periodic reports within the time period required by this Agreement), and such noncompliance continues for ten (10) days after written notice thereof from the City, the City may, in its sole and absolute discretion, require the Grantee to repay all or any portion of the City Funding to the City within thirty (30) days after written notice from the City in accordance with paragraph 13 to repay the City Funding. Notwithstanding the foregoing, no cure period is required for misuse of City Funding, fraud, material misrepresentation, loss of a license or legal authority required to operate the Project, or conduct presenting an imminent threat to public health or safety, as determined by the City.
6. **Compliance with Laws:** Grantee shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Without limiting the foregoing, Grantee shall timely obtain and continuously maintain all registrations, permits, licenses, certifications, approvals, and driver privileges required by the State of Florida and the City to lawfully conduct the Project, operate a Class I mobile

food truck (as required by the City's Code of Ordinances), transport the Program Equipment, and sell whole, uncut produce only, as required by the Project. Grantee shall notify the City in writing within thirty (30) days after any expiration, suspension, revocation, material modification, or other change affecting any required insurance policy, registration, permit, license, certification, approval, or driver privilege; provided that Grantee shall notify the City immediately of any suspension or revocation that prevents lawful operation of the Project.

7. **Reservation of Rights:** To determine the Grantee's compliance with this Agreement, the City may at any time enter and inspect any premises used by Grantee for any part of the Project. The City may also at any time observe sales activities; review point-of-sale, geographic, financial, licensing, insurance, training, and Project records to verify Grantee's compliance with Exhibit B, the Application and this Agreement.

8. **Termination of Contract; Suspension of Project Activities:**

- A. Each of the following constitutes an "Event of Default" under this Agreement:
 - (i) Grantee's failure to fulfill, in a timely and proper manner, any obligation under this Agreement;
 - (ii) Grantee's violation of any covenant, condition, or stipulation of this Agreement;
 - (iii) Grantee's failure to obtain or maintain any Authorizations (as hereinafter defined) required under this Agreement or applicable Laws;
 - (iv) any action or conduct that prevents Grantee from lawfully or safely performing the Project, including, but not limited to the suspension or revocation of Grantee's driver privileges;
 - (v) a criminal conviction of Grantee occurring during the Term;
 - (vi) Grantee's failure to complete any required technical training, business course, capacity-building activity, or Project monitoring or evaluation requirement;
 - (vii) Grantee's failure to remain legally authorized to conduct business in the State of Florida or the City;
 - (viii) Grantee's misuse or diversion of City Funding or Program Equipment, or Grantee's use of other Project resources in a manner incompatible with the purposes or requirements of the PeliCAN Grant Program or for any purpose other than the direct operations of the Project;
 - (ix) Grantee's use of City Funding to support activities unrelated to, or outside the direct operations of the Project;
 - (x) Grantee's falsification, concealment or misrepresentation of information provided to the City;
 - (xi) cessation of the business participating in the PeliCAN Grant Program;
 - (xii) any other conduct that the City reasonably determines is inconsistent with the requirements, purposes, or public-interest objectives of the PeliCAN Grant Program. Except as otherwise provided in subsection B below, if an Event of Default continues for ten (10) days after the City provides Grantee with written notice thereof in accordance with paragraph 13, the City may, in its sole and absolute discretion, terminate this Agreement by providing Grantee with written notice of termination in accordance with paragraph 13.
- B. Notwithstanding the foregoing, the City may immediately terminate this Agreement without an opportunity to cure upon:
 - (i) misuse or diversion of City Funding or Program Equipment
 - (ii) Grantee's falsification, concealment or misrepresentation of information provided to the City
 - (iii) expiration, suspension, or revocation of any Authorizations needed to lawfully or safely

operate the Project; (iv) a criminal conviction of the Grantee occurring during the Term; (v) cessation of the business participating in the PeliCAN Grant Program; or (vi) Grantee's failure to fulfill, in a timely and proper manner, any obligation under this Agreement related to safety, indemnification or insurance coverage.

- C. Grantee will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Grantee.
- D. In addition to, and without limiting the City's rights under subsections A. and B. above, if the City determines that the Grantee has failed to comply with this Agreement or that Grantee has engaged in conduct inconsistent with the purposes, requirements or public-interest objectives of the PeliCAN Grant Program, the City may, upon written notice to the Grantee, suspend all or a portion of the Project activities. The City may impose such suspension in its discretion, for reasons including, but not limited to, protecting City Funding, ensuring Agreement compliance, addressing monitoring findings, investigating suspected Agreement non-compliance, preventing the incurrence of ineligible costs, or requiring corrective action of the Grantee. During any period of suspension, the Grantee shall not incur additional costs, enter into new obligations, expend City Funding, or continue suspended Project activities for which reimbursement will be sought. Any costs incurred by the Grantee during a suspension without the City's prior authorization in writing shall be incurred at the Grantee's sole risk.

9. **Indemnification:**

- A. Grantee shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - i. The performance of this Agreement (including changes and amendments hereto), including, but not limited to, all activities comprising or related to the Project and participation in the PeliCAN Grant Program, by Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - ii. The failure of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

- iii. Any negligent act or omission of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - iv. Any reckless or intentional wrongful act or omission of Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - v. The ownership, possession, custody, control, registration, licensing, titling, towing, transportation, loading, unloading, storage, inspection, maintenance, repair, alteration, modification, condition or use of any Program Equipment.
- B. The provisions of this paragraph 9 are independent of, and will not be limited by, any insurance required to be obtained by Grantee pursuant to this Agreement or otherwise obtained by Grantee, 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.

10. **Insurance:**

- A. Grantee shall maintain the following types and amounts of insurance throughout the Term of this Agreement at its own expense:
 - a. Commercial General Liability insurance in an amount of at Three Hundred Thousand (\$300,000) per occurrence, Three Hundred Thousand Dollars (\$300,000) 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.
 - b. Commercial Automobile Liability insurance of Three Hundred Thousand (\$300,000) combined single limit.
 - c. Commercial Comprehensive and Collision Insurance on vending trailer. Insurance must include coverage for collision, weather, theft, fire, vandalism and other perils.
 - d. 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.
- B. All of Grantee's insurance policies, except Workers' Compensation shall name the Indemnified Parties as additional insureds.
- C. 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.

- D. Prior to the City's distribution of any funds pursuant to this Agreement, Grantee shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the City's request, Grantee shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.
- E. 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.
- F. If the insurance carried by the Grantee has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, shall be the requirement in this Agreement. If the Grantee's insurance limits are greater than the minimum limits set forth herein, then the Grantee's insurance limits shall be the required limits in this Agreement.
- G. Grantee 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. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

11. **Records:**

- A. Grantee shall maintain financial books, records, and accounting information related to this Agreement in accordance with generally accepted accounting principles. Grantee shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, Grantee shall retain all such books, records and information for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement, and all such documents shall be clearly identified and accessible.

C. Grantee shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

12. **Ineligibility for Future Funding:** The City may deem Grantee ineligible to apply for funds in subsequent years if (i) the City withholds all or any portion of the City Funding from Grantee in accordance with this Agreement; (ii) the City reclaims the City Funding pursuant to paragraph 5; (iii) the City terminates this Agreement for any reason; or (iv) the City determines Grantee is not in compliance with the terms or conditions of this Agreement or is in violation of any applicable Laws.
13. **Notices:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF ST. PETERSBURG:

City of St. Petersburg

P.O. Box 2842

St. Petersburg, Florida 33731-2842

Attention:

GRANTEE:

Attention:

14. **Nondiscrimination:** Grantee, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category; provided, however, that the City may not enforce this provision to prohibit or discriminate against religious exercise in a manner that would be proscribed by the United States Constitution or other applicable Laws.
15. **Marketing:** Grantee agrees to participate in City marketing initiatives related to the PeliCAN Grant Program. Grantee hereby gives the City permission to photograph, record, interview, and reproduce Grantee's name, image, voice, likeness, statements, and Project-related activities ("Marketing Media") in City-owned or City-sponsored informational, educational, promotional, and marketing materials relating to the PeliCAN Grant Program, without any compensation. The City may edit, alter and distribute such Marketing Media in any media, including, but not limited to, on the City's website, social media, radio stations, television channels, brochures, newsletters, or other forms of publication. Grantee hereby releases, waives, discharges and covenants not to sue the City, its City Council, Mayor, any

City department or subdivision, its employees, representatives, officers, agents, and volunteers (hereinafter collectively referred to as "Releasees"), for any claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever against Releasees Grantee ever had, now have, or can, shall, or may ever have, upon or by reason of, directly or indirectly, relating to or arising from the City's use of the Marketing Media.

16. **Assignment:** Grantee shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph 16 is void and confers no rights upon the assignee.
17. **Governing Law and Venue:** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
18. **Due Authority:** Each party to this Agreement represents and warrants to the other party that it is legally authorized to enter into this Agreement and, if Grantee is an entity, that Grantee is duly organized, validly existing, and in good standing under applicable Law.
19. **Captions:** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
20. **Non-Appropriation:** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
21. **No Third-Party Beneficiaries:** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
22. **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.
23. **No Waiver:** No provision of this Agreement may 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 the Grantee does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

24. **Severability:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
25. **Permits and Licenses.** Grantee shall, at its sole cost and expense (unless expressly provided otherwise in this Agreement), obtain and continuously maintain during the Term of this Agreement, all permits, licenses, registrations, certifications, inspections, approvals and other governmental authorizations ("Authorizations") required to perform any Project activities, participate in the PeliCAN Grant Program, and possess, title, register, tow, transport, store, maintain and use the Program Equipment, including but not limited to, a City Class I mobile food truck permit, all business tax receipts, vehicle and/or trailer title and registration requirements, license plates or tags, food-distribution related permits and certifications, and any other approvals. Upon request, Grantee shall provide the City with written evidence satisfactory to the City that all such Authorizations have been obtained and remain current and in good standing. Grantee shall notify the City immediately if any such Authorization expires, is suspended, revoked, denied, modified or otherwise becomes invalid.
26. **City Consent and Action:**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
27. **Survival:** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
28. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("**Permitted Delay**"), such party will be excused for

the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

29. **Execution of Agreement**. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.
30. **Agreement Components**. The agreement components are this Agreement, the exhibits attached to this Agreement, and the PeliCAN Grant Program Guidelines (which were provided to the Grantee by the City in advance of Agreement execution). In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its exhibits, (ii) the exhibits to this Agreement, and (iii) the PeliCAN Grant Program Guidelines.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

GRANTEE:

By:

Print:

Title:

CITY OF ST. PETERSBURG, FLORIDA

ATTEST:

By:

Print: _____

Chandrahasa Srinivasa, City Clerk

Title: _____

(Seal)

Approved as to Form and Content:

City Attorney (designee)00908923

Exhibit A
Application and Program Guidelines

 Ted Cooper
 323-331-6901
 @ tedjcooper21@gmail.com

2026 Pelican Grant Program

Primary Contact Information:

First Name:	Last Name:
Ted	Cooper
Mailing Address:	City:
540 Carillon Parkway Apt 3067	St. Petersburg
State:	Zip Code:
FL	33716
Cell Phone Number:	Home Phone Number:
323-331-6901	--
Email:	
tedjcooper21@gmail.com	

Additional Contact Information:

Will there be anyone helping you run the business program?

Yes

Additional Business Contact Information:

First Name:	Last Name:
Sarah	Wheeler
Mailing Address:	City:
2411 21st Street South	St. Petersburg
State:	Zip Code:
FL	33712
Cell Phone Number:	Home Phone Number:
904-613-9698	--
Email:	
srosaliewheeler@gmail.com	

First Name:	Last Name:
--------------------	-------------------

Erika

Hardenson

Mailing Address:

2420 13th Street South

City:

St. Petersburg

State:

FL

Zip Code:

33705

Cell Phone Number:

727-308-1939

Home Phone Number:

--

Email:

erica@encoreboutiqueservices.com

Vehicle Information:

Applicants selected for participation in the business program must currently own, have reliable access to, or be able to obtain a motor vehicle in good working condition. Applicants selected must also maintain a valid Florida Driver's License and will be required to maintain valid motor vehicle insurance, including all legally required business insurance coverage, for the duration of the program.

Do you have valid vehicle registration, registered in your name, with the Florida Department of Motor Vehicles? Please upload a copy of your vehicle registration in the upload documents section.

Yes

Make:

Toyota

Model:

Corolla

Vehicle Year:

2010

Insurance Provider

Geico

Insurance Policy Number:

6146530941

Policy Expiration Date:

10/31/2026

Towing Capacity of Vehicle (if known):

--

Do you have a valid Florida Driver License? (Primary applicant name must match information the driver license.)

Yes

Name on Primary Applicants Florida Driver's License

Ted James Cooper II JR

Florida Driver's License Number

C220-852-61-500-0

Background Information

Have you been convicted of any misdemeanor (including traffic violations) or felony within the past 10 years? (A conviction does not automatically disqualify you from the program.)

No

Current Employment Status

What is your current employment status? Check all that apply.

Full Time (40 hours or more per week)

true

Part Time (20 hours or less per week)

--

Not currently employed

--

Mission Alignment & Community Advocacy

Why do you want to participate in the PeliCAN Program? (500 words max)

I grew up in the Thirteenth Street neighborhood. As a child, some of my earliest memories were sneaking into my grandma's refrigerator and nibbling around like a little mouse. Food was a bit easier in those days. Winn-Dixie, our preferred store, was a short walk away at Webb's Plaza. Collard greens always seemed to be on the stove and smelling good. Even the trees in the neighborhood fed us. Caught red-handed for us meant that we were sneaking into our neighbor's mulberry tree. My maternal grandmother would drive around in her blue Chevy truck, grandkids tagging along in the front seat, selling dinners to hungry people both familiar and strange. Our lives were much simpler, but it was what we had, and we loved it. Slowly, stores that once fed our neighborhood began to close. The first to go was the Winn-Dixie. A few years later, a Sweetbay at the then newly constructed tangerine plaza took opened. It was there for a while, but was eventually replaced with a Walmart, which ultimately went the way of the aforementioned two. Since the many years that have passed since the closing of the last big grocer at the Tangerine Plaza, almost nothing has changed. Food pantries are more common, but that is only a bandage. The real solution is access. I remember a pal telling me that "We die by our mouths". Food, while essential for health, can be a double-edged sword. This is the state the neighborhood that I was born and raised in. For the past 10 years, I've been working to get more minimally processed foods into the hands of those that need them the most. In those years, I've been a volunteer and professional gardener. I've worked in food service, and worked with the people making changing the way this city eats. My passion for bringing clean and healthy produce to the people that need it the most has developed as a direct result of these interactions, my upbringing, and the years my community's needs in terms of food and health have gone unmet. I know that participating in the PeliCAN grant would allow our underserved to become happier and healthier. The PeliCAN grant's focus on entrepreneurship is something that I'm also excited about as well. For me, entrepreneurship is the ultimate way of opening a person's perspective and is perhaps the best vehicle for internal and external growth. To meet the needs of our underserved community, new solutions are needed. The grant graciously provides an abundance of resources that will allow me to grow and succeed in this endeavor. The training and class time will help me get a kickstart on developing and molding the answers needed to meet the needs of those I'll serve.

Describe how your business will actively collaborate with community members to address fresh produce access within Healthy Food Priority Areas. (500 words max)

I work in one of the healthy food target areas, providing fresh produce for those living in the surrounding community. While my work focuses on the produce from the garden, I can't help but notice what participants are also taking from our on-site food pantry. Swiss chard, collards, grapefruit, and apples are some of the most popular items people walk away with. Many come seeking what they think of as healing foods. Others come just to talk to me about the medicinal value of plants most would consider unusable weeds. However, all come to be nourished. These daily interactions with community members give me an unique view into what those living in some of these targeted neighborhoods are looking for in terms of fresh food. Working at a facility with a food pantry allows me to appreciate the value and robustness of our current food system in terms of delivering certain types of fresh foods to central locations. A system that can bring food from the far corners of the world to our individual dinner plates should be admired. However, lost oftentimes is the discussion and need for local produce. In terms of freshness and nutrient density, local food wins every time. Truthfully, there is no reason why both can't exist at the same time. I plan to incorporate food from both distant and local sources when it comes to the produce I sell. The relationships that I've cultivated with local growers will contribute to these efforts as they are constantly looking for new ways of getting their produce into the hands of new customers. I grew up in some of the targeted neighborhoods, and although we did not always have fresh store-bought food, there was always something growing in the neighborhood to eat. Avocados, mangos, leeches and more could all be found within the block where I lived. Part of my business model would be facilitating the sale of these foods (especially tree produce) between neighbors. This push for ultra-local enriches pockets of those selling and the health of those consuming these goods. I'll also work to collaborate with religious organizations in the target neighborhoods. For instance Churches in these areas often double as food pantries. Having a food pantry shows that they are invested in the food and health of their neighborhoods. Setting up my trailer during pantry hours off campus would complement what these organizations are already doing. Additionally, taking surveys at churches will also give me a heads up on what's important for individuals to see on their plates.

Describe your willingness to work toward solutions with the community and perform a majority of sales in Healthy Food Priority Areas? (500 words max)

Most people in these neighborhoods have access to fast and ultra-processed foods through fast food restaurants or small convenience stores. What we are bringing is something fundamentally different. My goal is always to get fresh produce in the hands of those who need it the most. I've always been flexible and open to finding solutions to existing problems. My efforts will be focused on the priority areas because that is my personal mission. Issues that might arise in our efforts to feed our neighborhoods are numerous, but I see them fitting into several categories. First, prices might be prohibitive for certain people. There's a common mindset that healthy food is expensive. While this is marginally true. Healthy choices should not break the bank. Infact they should be the opposite. I'll work to ensure that my prices are very competitive and are reflective of the work that we are doing to increase access to clean, healthy foods. Next, I can foresee food preferences being an issue. That being said, part of my efforts will be spent surveying neighbors in target priority areas, making sure that I'm bringing culturally appropriate, whole foods that people will buy and consume. Also, we're not just feeding the adult population. In the summer, when kids are out of school, they can especially use healthy snacks. As a kid, I remember running to the "Polar Cup Man's vehicle whenever he came by after lunch to the Frank Pierce recreation center. He sold shaved ice drinks that we could get enough of. Instead of sugary snacks like those, or kids going to the corner store and reaching for a bag of chips and cookies, we'll have a cheap snack bag meant to curb snacking on hyperprocessed foods for kids. The issue of moving from place to place in a neighborhood can be a challenge. Part of our efforts will be spent building relationships with community accessible spaces such as churches and small businesses. Setting up our trailer at established, well-trafficked areas makes our job simple and makes our schedule more predictable for those who'd like to purchase our food, but might not know where we are minute by minute. The last issue that I can see arising is getting people to try new foods. Everyone is comfortable with the food that we currently eat. If you subsist on healthy food, that is fine. For those whose diet is not the best, it is better to branch out and try new, healthier options. For this reason, we'll give out links to recipes for those who are adventurous enough to try something different.

Why do you think its important to advocate for healthy food in your neighborhood? (500 word max)

This is important for three reasons. First, it is known that seven out of the top ten causes of death in the US are linked to metabolic syndrome, and metabolic syndrome is linked (almost inseparably) to a diet grounded in hyperprocessed food products. My business will bring health and wellness by focusing on giving people foods that will combat these seven causes of mortality. The second reason is that food health is wealth. When the target areas are overlaid with a map of average income, there is almost perfect correlation. Especially looking at zones 5 through 17. From this information alone, we know that those living in these neighborhoods, on average, can't afford health emergencies. While our city represents only a drop in the bucket, each year Americans spend close to 300 billion dollars on diabetes treatment alone. In our city, I can imagine this money being directed towards stabilizing lives in a place that is only becoming more expensive to live. We get there in part through eating foods that will lessen our dependence on the healthcare system. The third reason is that health leads to happiness and the reduction of suffering. This hits close to home because my family is from and lives in these food-insecure areas, and I've had to say my final goodbyes to many family members because of diseases stemming from food choices. Nothing hurts more than thinking that these issues could have been prevented by choosing an apple instead of a cake roll. Because of this, my goal is to give customers the tools and food needed to heal and nourish their bodies and avoid unnecessary pain and struggle. To me, health is a gateway to happiness because it gives a person options and flexibility, and frees them in part from worries cause by avoidable diseases. This not only brings happiness to them, but it also comforts their loved ones. When we become the metaphorical driver instead of the passenger of their health journey, we realize the other facets of life that are also within our abilities to control. Happiness is sure to follow.

Operational Capacity & Commitment

How many hours per week do you have available to devote to the operation of the business program if selected? (250 words max)

Currently, I am a full-time gardener working around 42 hours per week between two sites (one in north Pinellas county the other in St. Petersburg at Daystar Life). My goal has been to stop the

A successful participant must dedicate significant time to both classroom learning and business growth. Describe your strategy for ensuring that classes and meetings remain a priority during busy operational periods. (250 words max.)

I've always been a person oriented to the completion of goals. Once I start something, it will be completed. I typically map out

activities in North County and focus my attention on gardening and feeding the people in the most needed areas with the city of St. Petersburg. That being said, reclamation of time that would be spent in North County would allow me to devote between 20 and 30 hours per week to the operation of this new business.

Describe any experience you may have operating or handling a trailer or mechanical equipment. (250 words max)

During the work I do in north Pinellas, I routinely pull a landscaping trailer behind a utility vehicle. I also occasionally operated a trailer while in college, working in landscaping and lawn service. In particular, this trailer was a two-wheeler pulled behind a pickup truck. I also have experience driving food trucks and other large vehicles for both work and non-work activities. That being said, I'm willing to learn and grow more skills needed when it comes to operating large vehicles and pulling trailers.

the events in front of me for the entire month on a large physical calendar, so that I can know what is coming and avoid double-scheduling myself. If I am successful in obtaining this grant, I'll cease my farm work in North County. This would allow me to use the hours that would be spent commuting or farming for classroom learning, meetings, and sculpting my business model. On top of that, working with and keeping in contact with other business owners in the peliCAN grant cohort would go a long way in not only keeping me focused and my priorities straight, but it also helps the other participants as well. I understand how much of an opportunity this is for myself, and for my family and others living in these underserved neighborhoods around our city. Therefore, after working my hours at Daystar Life, I'll set aside whatever hours are needed to complete tasks associated with the grant. My schedule is moderately flexible, so if any event is happening during work hours, it should be no issue moving around my schedule.

Please offer an example of hours you may plan to operate your business. (Days /Hours)

I plan to dedicate between 20 and 30 hours per week as needed to business-related activities as needed. This would most likely happen after my farming obligations on weekdays. My schedule on weekends can be more flexible. For example. Monday: | 3pm-7pm Tuesday: | 3pm-7pm Wednesday: | 3pm-7pm Thursday: | 3pm-7pm Friday: | 3pm-7pm Saturday: | 1pm-7pm Sunday: | 12pm-7pm

Professional Development & Experience

Describe the professional, personal, or volunteer experiences that have best prepared you to succeed in this program. (250 words max.)

My professional experience in food service is diverse. Most relevant is my current job as the garden manager at Daystar Life. At Daystar, along with a team of dedicated volunteers I lead, we grow and give out healthy produce to the surrounding neighborhood. This year, we've grown and given out over 3500lbs of produce to our community. I've worked with a vendor at the Saturday market for over 10 years. There, every Saturday, we prepare and serve minimally processed vegan burgers and fruit smoothies. I work all aspects of this business from buying from wholesalers, to grilling and smoothy making and customer service. I've been working to bring fresh produce to my community for almost 10 years, volunteering with the Wunderfarms garden non-profit. Most of the work done through this non-profit was performed at Allendale United methodist church, Boyd Hill's Pioneer Settlement, and Edgemoor Gardens. We focused on the production of dark leafy green vegetables because of their high nutrition and disease-fighting abilities. I'm a fourth-generation St. Petian, from a family of hustlers and food entrepreneurs. Since I was a young person, I

Which of the core business competencies—finance, management, or marketing—do you feel will be the greatest challenge for your business, and why? Please describe how gaining expertise in these specific areas will fundamentally change the way you operate your business. (250 words max)

Amongst the stated business competencies, the greatest challenge would come from marketing. Understanding the customer as a whole or as a group and catering our strategies to meet these needs is a challenge. Customers are individuals, and because of that, their needs vary. The challenge for good marketing is to be able to create a standard message (advertisement) that'll resonate with a core target audience while at the same time not abandoning those that are on the peripheries of that target. Doing this correctly will build a reputation for my business. While I understand how important these concepts are, I don't know how much goes into building strategies to accomplish these objectives. Marketing these days is driven by a social media presence. Starting a new business would entail birthing a new social media presence. While this is not impossible, it is a journey. Being able to expand my understanding of marketing and its nuances will allow me to better cater the services I offer to my target clients. This will

was taught to get out and make money selling food. Some of the most impactful memories I have as a kid were going around at school or at local parades selling candy with my siblings. This goes back to my grandma and great-grandma, who owned local restaurants. To me, being awarded the PeliCAN grant would be a continuation of that tradition, but in a more sustainable way.

Describe your strategy for achieving long-term financial sustainability once the program's formal support ends. Specifically, how do you plan to manage profitability and what adjustments will you make to your business model to ensure operations remain viable in the long term? (250 words max)

During the grant period, the business operation and participation incentives are quite generous. Whether it is the stipend or the grant covering the cost of inventory, there are more than enough ways for my small business to build up a buffer to cover expenses and emergencies that might arise after the initial grant period ends. My goal when it comes to money and spending is to not compromise on quality, but always be looking to spend less. I'll carry that same mindset after the grant period ends. The top thing that I plan on doing is reinvesting in this business to make it as stable and rigid as possible. I don't expect this to be a great windfall in terms of the money generated by this business. Therefore, as much money as is needed to make this a sustainable project will be taken from profits and placed back into business needs. I plan to be the work-horse of this business. This will reduce labor costs. Ultimately, more time and inventory adjustments might be necessary to meet the demand of the neighborhoods we serve. Adding the option of lightly prepared foods, while tedious, would also increase profits. If needed, I'll hire an employee during or after the grant year. While there is constant demand for certain foods such as bananas, apples, onion etc., constant surveying will allow me to better understand the wants and needs of my customers. Working markets would make the business more profitable while building a reliable following.

increase my chances of running a successful business. Running a successful business in this case would also mean that I would be making my community healthier and happier.

Are you prepared to follow a 15-month structured learning path, and how do you typically respond when program advisors suggest changes to your current business strategy or operations? (250 words max)

I am prepared and excited for the 15-month learning path. For me, this is one of the best opportunities to grow and interact with those who are trying to meet the needs of our growing city. I'd like to believe that I am also one of those people, and would find myself in familiar company. I understand the advantages that working together with another person who is competent in business practices gives me. With that said, I have an inquisitive nature, and I oftentimes need to know "why". If challenges to my current strategy were to come from program advisors, I would consider them with the weight those suggestions deserve. At the same time, I'll want to dive into those suggestions. My goal is to grow and meet the challenges of those in my community, so resisting potentially beneficial advice to save my ego would not be something I would engage in. With that said, blindly accepting advice does not lead to comprehensive growth.

List any special skills or certifications that you feel would help you accomplish the goals and objectives of this business program. (250 words max)

I have been interacting with people in all walks of life for my entire working career. At the Saturday Morning Market, I cashier and have perfected the art of selling products and cultivating smiles. At Daystar Life, I am the Garden manager. There, I interact with people every day. They tell me stories of their journey to health or sickness, and often complement the appearance of the garden. Interacting with the participants at Daystar gives me the experience and patience it takes to interact with people when they are at their lows and highs. As the garden manager at Daystar and the right-hand man for a fresh food vendor at the Saturday morning market, I understand and know what fresh food is and what it can do for the health of those needing it most. My whole life has been built around our local food system. These skills listed above, my hustler's spirit, and more, will be the foundation on which my business success will sit.

Proof of City of St. Petersburg Residency

null

All primary program applicants must reside within the City of St. Petersburg. Applicants must submit two different documents that verify both the primary applicant's name and a residential address within the city. Acceptable documentation includes: a copy of a Florida driver's license. Vessel documentation; vehicle registration; a recent utility bill (electric, water, gas, telephone, or cable); deed or mortgage documents, including a recent mortgage statement; a current rental or lease agreement; voter registration card; Pinellas County tax bill; W-2 or 1099 form; recent paycheck stub.

Required Submission Uploads

Copy of Florida Driver's License

56021

Copy of Vehicle Registration with Florida Department of Motor Vehicles

56025

Proof of City of St. Petersburg residency - 1

56019

Proof of City of St. Petersburg residency - 2

56022

Level One Background Screening

56015

Special and/or Relevant Certifications or Degrees

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Special and/or Relevant Certifications or Degrees

--

INFORMATION DESIGNATED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY

INFORMATION DESIGNATED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY All applications (including all documentation and materials attached to applications or provided in connection with this applications) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Applications (including all documentation and materials attached to applications or provided in connection with applications (even if in a separate electronic file)) submitted to the City cannot be returned. THE CITY WILL NOT CONSIDER APPLICATIONS IF THE ENTIRE APPLICATION IS LABELED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY. If an applicant believes that its application contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure, then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate envelope, the applicant must include a

general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request. The City does not warrant or guarantee that information designated by the applicant as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by the applicant is/are correct and/or accurate. Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary, the applicant agrees to defend and indemnify the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against any and all claims, demands and actions (whether or not a lawsuit is commenced) arising out of or in connection with applicant's designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary. Failure to comply with the requirements above shall be deemed as a waiver by the applicant to claim that any information in its proposal is a trade secret and/or confidential and/or proprietary, regardless of whether such information is labeled trade secret and/or confidential and/or proprietary. Applicant acknowledges, understands, and agrees that all information in its application (not including information submitted in a separate envelope and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section) will be disclosed, without any notice to the applicant, if a public records request is made for such information, and the City shall not be liable to the applicant for such disclosure. Applicant acknowledges and understands that applicant's application, including the information submitted in a separate envelope and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section, will be distributed to City staff and City consultants to allow proposer's entire application, including the information submitted in a separate envelope, to be evaluated. CITY NOT RESPONSIBLE FOR PREPARATION COSTS

CITY NOT RESPONSIBLE FOR PREPARATION COSTS

PROHIBITED COMMUNICATION

DISQUALIFICATION

CONFIRMATIONS

I have read and understand the PeliCAN Program Guide?

true

I agree to participate and complete all required business and program training.

true

Participant selected shall submit to the City such data, reports, records, contracts, and other documents relating to the business program as the City may require, as more particularly described in the Pelican Program Agreement

true

I agree that I will return a portion or all funding if the program is not carried out as described in the grant agreement.

true

I understand that the produce trailer and other business equipment and supplies awarded to me through the grant will only be used in the operation of the business program.

true

Primary Applicant Signature

true

I have read and understand the business activity considerations within the Peli-CAN Program Guide and can carry out, or cause to be carried out, the core activities associated with business operations.

true

I confirm the conditions of this program and agree to accept the City Council's decision regarding my application.

true

I agree that the primary applicant will provide monthly detailed financial documentation to include receipts, invoices, payroll records, and time and effort report.

true

I agree that a completed Final Report including financial verification will be provided to the city within 30 days of completion of the project.

true

I understand that I may be required to repair or replace any damaged equipment listed in the lease agreement during the term of this program.

true

I agree to sign a City-prepared program agreement within ten (10) business days from my receipt of the program agreement. EACH APPLICANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING THE PROGRAM AGREEMENT.

true

Date

05/31/2026

PELICAN GRANT PROGRAM

Program Guide

*Funded in partnership with
The Foundation for a Healthy St. Petersburg
and Orlando Health Bayfront Hospital*



HEALTHY ST. PETE



Healthy St. Pete is a division of the St. Petersburg Parks and Recreation Department. The mission of Healthy St. Pete is to build a culture of health in our city by making the healthy choice the easy choice through a collaborative community effort.



WHAT IS THE PELICAN GRANT PROGRAM?

The PeliCAN (Community Access to Nutrition) Grant Program is a business development program that offers training, starting capital, and continued operational and marketing support to program participants for the purpose of creating a mobile healthy food retail business. The goal of the program is to improve physical and economic access to fresh fruits and vegetables for residents in Healthy Food Priority Areas throughout St. Petersburg and to create opportunities for upward financial mobility for residents seeking to become food justice advocates and community-based business leaders. The mission of the program is to promote health across the city and address the social determinants of health that relate to chronic, diet-related diseases that disproportionately impact residents in Healthy Food Priority Areas. The PeliCAN Grant Program is administered by Healthy St. Pete.

Healthy St. Pete is a division of the City of St. Petersburg Parks and Recreation Department and was founded to elevate health as a priority through collaboration and to drive meaningful change in the health conditions and outcomes of all residents in the city. Healthy St. Pete is a leader in pioneering programs, fostering collaboration, and facilitating resource accessibility for residents, with ten years of experience engaging community partners in providing free, health-focused programming and engagement opportunities. Healthy St. Pete continues this work in pursuing new programmatic areas specifically for healthy food access, launching successful pilot initiatives like the FRESH Pace Healthy Neighborhood Store Program, the Healthy Food Action Plan, and the Fresh Rec Stop Program.

The PeliCAN Grant Program is generously funded through the Healthy People 2025 Grant from The Foundation for a Healthy St. Petersburg and Orlando Health Bayfront Hospital and provides technical assistance for program evaluation, community connection, and resource navigation.

WHAT THIS PROGRAM IS NOT

The PeliCAN Grant Program is not a business loan program. While program participants receive infrastructure and operational supplies and will become individual business owners, they are not expected to “pay it back” at the end of the program term. Participants will earn profit, like a regular business owner, and will learn how to manage that profit to support their business and livelihoods. Participants are enrolled in a curriculum that builds business ownership and healthy food advocate skills and are expected to use and display those skills “on the job”.

The 15-month program is designed to be cumulative, and participants will experience a tiered launch into becoming a mobile healthy food retail business owner with monetary and technical support gradually scaled back over the term of the program. The purpose of this program design is to create opportunities for program participants to understand their strengths and where they need the most support to continue to be successful as a mobile healthy food retail business owner after the program term. Program participants will own their own business but will operate under the branding of the PeliCAN Grant Program to build community recognition of the program, its goals, and its mission. The PeliCAN Grant Program’s mobile produce carts will offer only whole, uncut produce. The program is not intended to offer prepared foods, including items that are cut, processed, or cooked. The program is not intended to be an extension of or support or supplement to an existing business.

ELIGIBILITY CRITERIA

Applicants must be 18 years or older, a resident of the City of St. Petersburg, legally authorized to work in the United States, and possess a valid driver license. Individuals that do not meet the criteria outlined in this program guide will not be eligible to apply.

This program is for anyone interested in an opportunity to become a small business owner and an advocate for their community’s access to nutritious, culturally relevant, and affordable produce. Participants should also have the drive to work toward solutions with their community. This program incorporates community engagement heavily, which informs aspects of the program like the type of produce sold, the times and days, and the locations of operation. Participants should remember that they will be building, operating, and growing a business, so adequate time and energy should be reserved for this purpose. Participants will be required to attend in-person and virtual classes and meetings on a flexible schedule outside of their business’s operation hours. Healthy St. Pete will work with program participants to accommodate an existing part-time work schedule. Participants in the PeliCAN program will have the ability to create their schedule as a part-time or full-time opportunity.

BUSINESS ACTIVITY CONSIDERATIONS

Program participants are expected to carry out, or cause to be carried out, the core activities associated with the proposed business operations. Some program-related activities may involve physical tasks such as the following:

- Moving, turning, crouching, and lifting (with or without assistance)
- Sitting or standing for periods of time
- Navigating uneven and varied surfaces
- Operating in indoor/outdoor environments
- Using equipment or fixtures relevant to the business, including operating the mechanical aspects of a trailer, locking mechanisms, and assembling shelving
- Setting up and breaking down produce displays



OBLIGATIONS OF THE CITY

All program participants, if accepted into the program, will be required to sign a program agreement with the City of St. Petersburg outlining the obligations of each party. The form and content of the program agreement will be determined by the City. Selected participants must sign the program agreement and return it to the City within thirty (30) business days from the date the final approved program agreement has been received by the selected participant. No agreement shall be considered binding upon the City until it has been properly executed by all parties. A summary of expectations is listed below. This is not an exhaustive list.

Healthy St. Pete (The City) will provide the following:

- Program management, coordination, and direct service support for the PeliCAN initiative.
- Coordination of collaborative partners and program resources for participants.
- Establishment of mobile retail infrastructure.
- Development of marketing assets.
- Support and cost of licensing and permitting processes.
- Delivery of health education and programming connected to the PeliCAN Grant Program.

OBLIGATIONS OF THE PARTICIPANT

The PeliCAN Grant Program participant will provide the following:

- Active participation in the established program curriculum, including class, webinar, meeting, and training attendance.
- Consistent communication with the Healthy St. Pete PeliCAN Grant Program manager, organizational partners, and community where the business operates.
- Completion of all required program monitoring and evaluation activities, including sharing data related to business operations, such as sales, profits, and general performance outcomes; sharing consumer feedback; and completing surveys and other analytic tools as required by the grant.
- Integrity in business operation, inventory pricing, and infrastructure management.
- Participation in PeliCAN Grant Program events, promotions, activities, and community engagement where appropriate.
- Use of PeliCAN Grant Program branded marketing materials and channels in addition to other approved marketing activities.
- Responsiveness to changes in the administration of the PeliCAN Grant Program, community feedback on best business practices, business operation, and sales data.
- A willingness to perform most of their produce sales within the designated Healthy Food Priority Areas.

PROVISIONS FOR DISENROLLMENT

PeliCAN Grant Program participants who are selected through the competitive grant process and sign a program agreement with the city may still be removed from the program if certain conditions are not met. Criteria that qualify for disenrollment from the program include the following:

- Failure to obtain or maintain the appropriate required insurance policies, licensure, or permits or failure to notify the City of changes to this documentation within 30 days.
- Revocation of driver license privileges or disqualifying criminal convictions during the program period.
- Failure to complete the required technical training, business courses, or program monitoring activities.
- Failure to meet the requirements to do business in the State of Florida or the City of St. Petersburg.
- Use of equipment, funds, marketing, or City materials in ways incompatible with the goals and mission of the program or for uses other than direct program implementation.

WHAT THE PROGRAM PROVIDES

As part of the PeliCAN Grant Program, participants will be provided the resources, infrastructure, and cost for items required to operate a mobile healthy food retail business as outlined in the program guidelines and the program agreement. These include the following:

Business infrastructure

- Vending trailer, tow hitches (if necessary) and locks
- Umbrella, fan, trash can, stool, produce scales, display and storage materials, shopping bags and stands
- Point of sale and SNAP vendor devices, systems, mobile Wi-Fi hardware and subscription, Bluetooth readers
- Branded customization of all infrastructure

Business operation

- Cost for Business Tax Receipts, Florida Articles of Incorporation, Florida Fictitious Name Registration, annual report, business incorporation, food manager certificate, renewal fees
- Guidance on becoming SNAP/EBT certified
- Wholesale club membership and renewal fees, event registration fees
- Marketing and advertisement via digital media ads, print advertisements, program print materials, recipe cards, posters, etc.
- Cost of produce inventory for a period of 15 months

Participation incentives

- \$800 monthly vendor stipend for 15 months
- Customer incentives cost (where applicable)
- Customer coupon redemptions (where applicable)

WHAT THE PROGRAM DOES NOT PROVIDE

The PeliCAN Grant Program is grant funded. It has a predetermined budget for the direct costs of the program. Many of these program costs are accounted for, but some may not be. The following are ineligible costs and awarded grant funds may not be used for such costs.

- Car insurance, business insurance, or other insurance costs
- Gas or transportation costs
- Personal or employee costs
- Any costs incurred outside of the program guidelines or agreement
- Any other items that are deemed ineligible according to the program guidelines or agreement at the discretion of the City

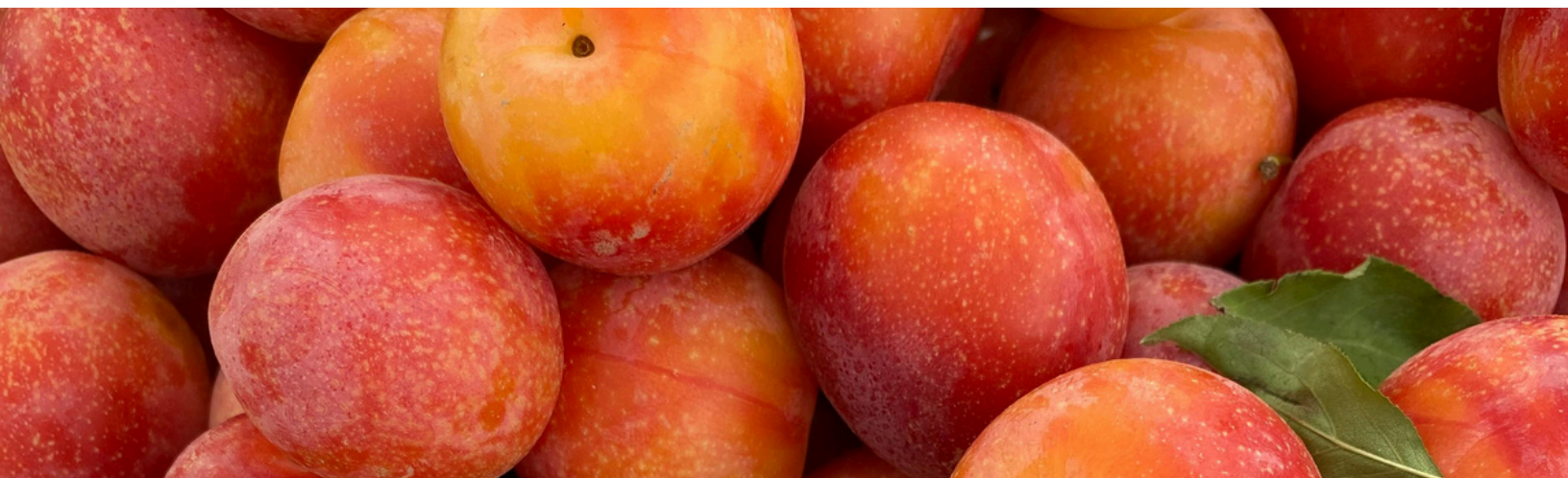
PAYMENTS

All costs, including stipends, are paid through a reimbursement model requiring submission of monthly invoices. A first initial training payment will be disbursed to provide adequate funds needed for reimbursement of business costs. Healthy St. Pete will provide training on the invoicing process, including assembly and submission. This will be offered immediately upon enrollment to ensure prompt payments are made to program participants. Participants will receive paper checks mailed to their home or business addresses no sooner than 30 days after processing. The City is not able to offer ACH payment service at this time.

INSURANCE REQUIREMENTS

Program participants will be required to hold certain insurance policies to qualify for continued enrollment. These policies may be held with the company of their choice. Insurance requirements will be included in the program agreement and determined by the City's Risk Management Division. The cost of these policies is not a covered expense under the PeliCAN Grant Program. Examples of these types of coverage include the following:

- Commercial auto insurance
- General liability
- Property insurance



INDEMNIFICATION

An indemnification provision will be included in the program agreement. Such provision may address, among other things, the participant's responsibility for claims, damages, losses, and expenses arising out of or related to the participant's activities under the program. The specific terms and scope of the indemnification will be set forth in the applicable program agreement and determined by the city in its sole discretion.

ORGANIZATIONAL PARTNERS

The PeliCAN Grant Program aims to address the systemic nature of health disparities through cross-organizational collaboration. Many organizational partners will contribute their subject matter expertise to the PeliCAN Grant Program. Program participants can expect to regularly interact with the local organizations listed below.

THE GREENHOUSE

The St. Petersburg Greenhouse offers free small business development assistance to new, established, and prospective St. Pete business owners. The Greenhouse offers curated programs, individual mentorship, and peer connections. These resources educate, prepare, and guide business owners through the development stages and beyond to support growth and sustainability. Participants will enroll in The Greenhouse Small Business Navigator (SBN) program to develop individual capacity building plans, operating budgets, and spending plans and receive guidance on state and local business regulations required to establish a small business. Services are provided in partnership with SCORE Pinellas County, the Florida Small Business Development Center at Pinellas County, and Greenhouse Navigators.



FLORIDACENTRAL CREDIT UNION

Floridacentral Credit Union is a full-service banking institution that offers business banking and tailored financial literacy and learning opportunities. Participants will have the opportunity to partner with Floridacentral for personalized services and access to business banking accounts with minimal fees and the financial tools and guidance for entrepreneurial operations. Floridacentral will also offer accounting and financial literacy guidance, credit counseling, business loan opportunities, and other advisory services that will ensure participants a solid foundation to build their business on. PeliCAN Grant Program participants will be offered ongoing navigation and financial planning resources for the duration of the program to ensure growth and sustainability.

LOCAL COMMISSARY PARTNER(S)

Healthy St. Pete intends to partner with local businesses or organizations to provide commissary storage to the PeliCAN Grant Program participants. Their partnership in the PeliCAN Grant Program will offer participants cold storage in a commercially licensed facility and vendor trailer parking.

TIMELINE

Participants will be actively engaged in the PeliCAN Grant Program for 15 months from summer 2026 to winter 2027. An approximate timeline for major milestones is below.

May 1, 2026	Applications for the PeliCAN Grant Program open to the public
May 31, 2026	Applications for the PeliCAN Grant Program are due
June 26, 2026	Participants are chosen by workgroup in deliberation meeting
July 2026	City Council considers and takes action on recommendations of workgroup
July - August 2026	Selected participants notified, agreements signed
August - September 2026	Participants begin enrollment in the PeliCAN Grant Program (banking, state and local permitting, etc.)
October - December 2026	Greenhouse business courses begin; soft launch of businesses and trial sales
January 2027	Program evaluation begins (customer and participant surveys)
May 2027	Business and program modification based on evaluation findings
December 2027	PeliCAN Grant Program contracts end

GREENHOUSE CURRICULUM

Participation in the Greenhouse's Small Business Navigator (SBN) program is an important aspect of the PeliCAN Grant Program. Participants are required to complete a curriculum of workshops, training courses, and plans designed to assess and build skill sets in four core business competencies: finance, business planning, business management, and marketing and sales. Participants will also utilize the Entrepreneurial Mindset Profile® from Eckerd College to understand their approach to entrepreneurship. The specific workshops that are included in a participant's capacity building plan will be tailored to their level of experience. Some examples of courses available include the following:

Finance

- Setting up your financial system: It's easier than you think
- Understanding basic financial statements
- QuickBooks® desktop basics
- Introduction to business taxes

Business Planning

- How to write your business plan
- Insurance essentials for your business
- Disaster preparedness/recovery for small business owners

Business Management

- How the city buys
- Building resilience after a business setback
- Pricing for profit

Marketing Sales

- How to develop brand awareness
- Get your local business on Google Search and Maps
- 10 tips for advertising your business
- How to use social media for your business

Start-ups

- Establishing a home-based business
- Legal structures
- Capitalizing on your side hustle and gig work

The Greenhouse's resources are free or low-cost to any entrepreneur in St. Petersburg and are available to participants after completion of the PeliCAN Grant program. Some resources, like connection to additional funding opportunities or incentive programs, may be available after completion of the PeliCAN Grant Program.



ADDITIONAL BUSINESS TRAINING

PeliCAN Grant Program participants are required to complete training courses related to the operation and implementation of the grant program and additional training on topics that may include safe food handling, trailer operations, point of sale operations, grant management and invoicing, produce procurement, produce stocking, SNAP/EBT, and understanding the PeliCAN Grant Program's role in positively contributing to St. Petersburg's food system.

HOW TO APPLY

The PeliCAN Grant Program is administered as a competitive grant program. Prospective program participants must apply to be enrolled in the program and receive funding. The PeliCAN Grant Program application period opens May 1, 2026, and closes May 31, 2026. Completion of an application does not guarantee receipt of funding or enrollment in the program. Applications must be completed electronically on the OpenGov platform. Individuals that require electronic or internet access or help navigating the OpenGov platform and application process may receive help by registering for Tech Help appointments at select St. Petersburg Library locations. See www.splibraries.org and click on services for more information.

Program applications, payments, and other information submitted by the applicant or participant related to the PeliCAN Grant Program, its implementation, operation, or evaluation are subject to Florida public records law.

REQUIRED DOCUMENTATION

Applicants will be required to have certain information and documentation available to apply. This includes the following:

- Driver license number
- Proof of St. Petersburg residence
- Proof of current vehicle insurance coverage

Applicants must consent to a criminal background screening and a DMV records review. The USDA SNAP/EBT certification process will require a Social Security card.

OPENGOV

PeliCAN Grant Program applications will be submitted through the city's procurement platform, OpenGov. Here you will be able to view the guidelines, application, and required documentation as well as other important dates, links, or contact information. Applicants will be required to make an account on OpenGov to complete this application and can be directed to do so at the application link. If accepted to the program, participants will be required to register with the city as a vendor through iProcurement, the city's invoice tracking platform. Healthy St. Pete will assist participants in this process.

Link to apply: <https://stpetersburgfl.portal.opengov.com/>



TECHNICAL ASSISTANCE

For questions regarding the PeliCAN Grant Program, help finding technical assistance for application, or other inquiries, please contact Sarah Wiemert, Healthy St. Pete Health Planner at (727) 892-5318 or Sarah.Wiemert@stpete.org. Alternatively, questions may be directed to Kim Lehto, Healthy St. Pete Coordinator, at (727) 892-5867 or Kim.Lehto@stpete.org.

SELECTION PROCESS

All applications to the PeliCAN Grant Program will undergo an initial review for responsiveness and completeness. Applications that move on to the next stage will be reviewed by a group of advisors composed of multiple representatives from organizations around the city that work in food access, economic development, or other neighborhood-level work. This group will then make a recommendation for selection of four applicants to St. Petersburg City Council. City Council members will vote on recommended applications for final approval.

Exhibit B
Project Requirements and Deliverables

- 1. Grantee's Performance Requirements.** In addition to any other requirements set forth in this Agreement or the PeliCAN Grant Program Guidelines, the Grantee shall, at a minimum:
- A. Attend and actively participate in all educational classes, webinars, meetings, trainings, technical-assistance sessions, and mentorship activities required by the City. The City will determine and communicate the schedule, sequence, format, and subject matter of such activities following Grantee's execution of this Agreement.
 - B. Complete all PeliCAN Grant Program monitoring and evaluation activities required by the City.
 - C. Conduct more than 50 percent of Project sales activities within Healthy Food Priority Areas, subject to quarterly review in accordance with paragraph 4B of the Agreement.
 - D. Apply for, obtain, and maintain all permits, licenses, registrations, approvals, and certifications required by the State of Florida and the City to lawfully do business, operate a Class I mobile food truck, and sell whole, uncut produce only. Unless otherwise approved in writing by the City, Grantee must obtain all such approvals within three (3) months after execution of this Agreement or no later than October 31, 2026, whichever is first.
 - E. Complete all trailering, food manager, food-safety, business, and other certifications identified in the PeliCAN Grant Program Guidelines or otherwise required by the City.
 - F. Carry out and complete the Greenhouse Capacity Building Plan described in the PeliCAN Grant Program Guidelines, including good-faith participation in the in-person and virtual learning opportunities.
 - G. Participate in interviews, photography, and videography requested by the City for PeliCAN Grant Program marketing, education and public-information materials. Provide to the City a completed Exhibit D for each participant in interviews, photography, and videography.
 - H. Provide to the City and prepare the following deliverables:

<u>Deliverable</u>	<u>Deadline/Frequency</u>
Cooperative sales plan identifying proposed locations, dates, operating times, available produce, and estimated prices; revised as necessary.	Initial plan submitted to the City on or before December 31, 2026; updates when requested by the City or when changes to plan occur.
Final program participant experience survey	November 30, 2027, or other deadline established by the City
Required trailering, food manager, food-safety, business, and other certifications	By the applicable deadline established by Law, the PeliCAN Grant Program Guidelines, the Greenhouse Capacity Building Plan, or the City

Greenhouse Capacity Building Plan activities and documentation of completion or good-faith progress	<u>March 31st, 2027</u>
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Exhibit C
Program Equipment

The City may provide some or all of the following equipment to Grantee, with the brand, make and model determined solely by the City:

<u>Equipment Description</u>
2026 Diamond Cargo 5x8 trailer and customized exterior wrap.
A-frame sign 12 x 24
Ventilated stack and nest produce containers (S-24137 & S-24138)
Trailer hitch lock
Padlock
Ice cooler
Point of sale system, Bluetooth reader, mobile wifi, monthly subscription fees
Hand truck
Tiered external display rack
Operational Supplies (produce scales, display materials, cart supplies, trash cans, produce bags, bag stands, vendor chair, fan)

Equipment listed in this Exhibit C is not eligible for reimbursement through the procedures set forth in paragraph 1.

Exhibit D

CONSENT, PERMISSION AND RELEASE FOR USE OF PHOTO, VIDEO AND/OR AUDIO

I hereby give the City of St. Petersburg (the “City”) and the [REDACTED] (“Grantee”), including their employees, affiliates, subcontractors, and designees, permission to take and use interviews, photographs, videos, and digital recordings of myself and/or the Minor (as hereinafter defined) for promotional and educational reasons. This publicity may include publication or dissemination of interviews, photographs, videos and digital recordings in publications, posters, brochures, newsletters, on the City or Grantee website, social media, radio stations, television channels, or other special district events or forms of publicity for the City. I understand there is no monetary compensation for use of such interviews, photographs, video or digital recordings. The City and Grantee have the right, among other things, to edit and/or otherwise alter the Media as needed. I understand I will receive no compensation for the City or Grantee’s use of the Media. I agree to hold the City and Grantee, and their employees, affiliates, subcontractors, and designees harmless from and against claims, liability, loss, or damage caused by, or arising from the City and/or Grantee’s use of the Media. I have read this Consent before signing and fully understand the contents, meaning and impact of this Consent. I understand that I am free to seek the advice of an attorney before signing this Consent and that I have been given the opportunity to seek such counsel.

Name: _____

Address: _____

Telephone Number/Email address: _____

Signature of Subject: _____

Date: _____

Required if Subject is under age 18:

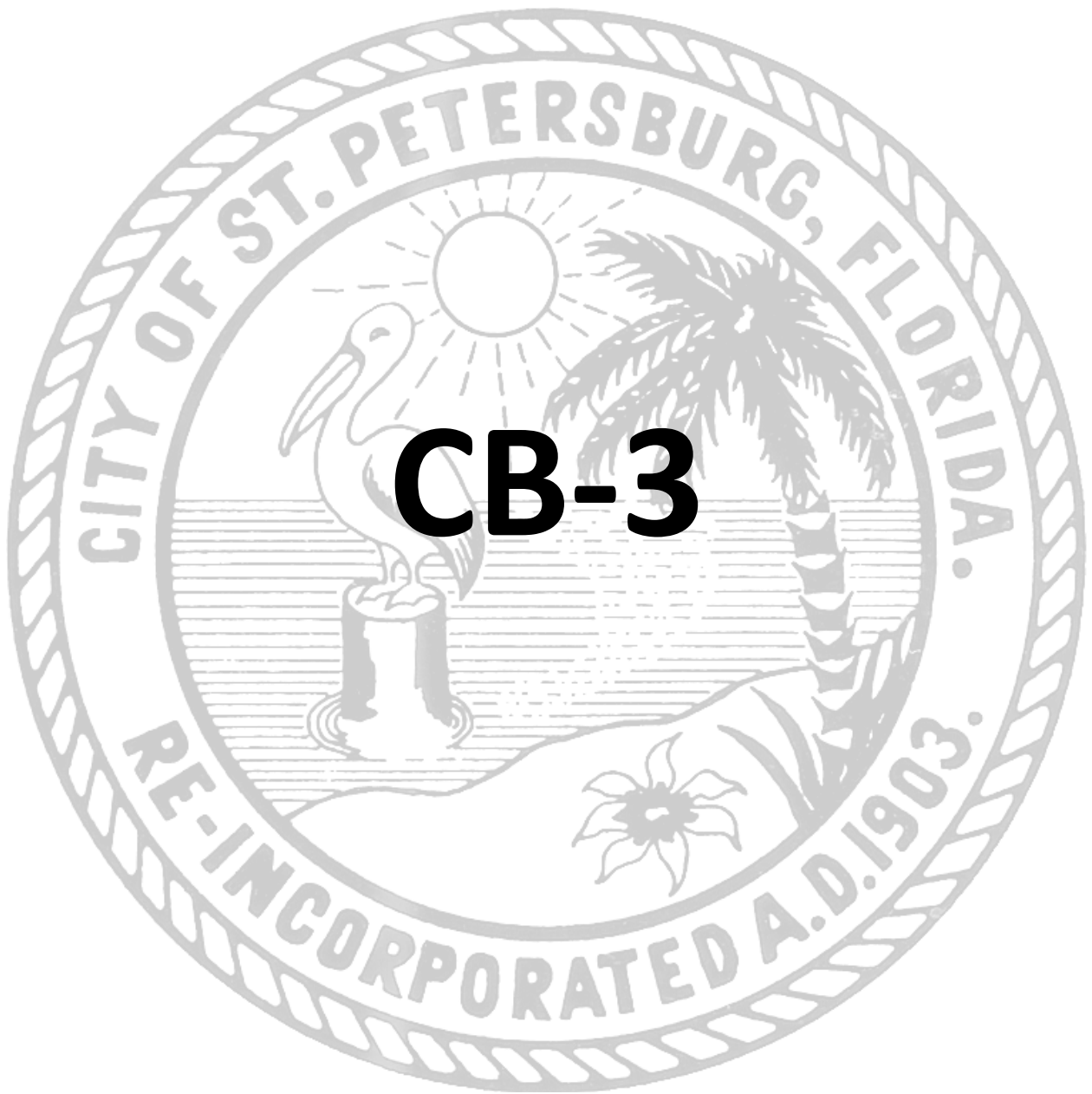
I hereby agree that I am the parent or legal guardian of _____ (name) (the “Minor”) and that I am fully competent and legally able to execute this consent on behalf of _____ (name) with the intent to bind both myself and _____ (name) by the terms hereof.

Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date: _____

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-01-KH/W(A) to the architect/engineering agreement dated June 15, 2021, as amended, between the City of St. Petersburg, Florida and Kimley-Horn & Associates, Inc. (“A/E”) for A/E to provide limited construction observation services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$40,600.48; providing that the total Task Order, as amended, shall not exceed \$141,272.33 (ECID Project No. 22071-111; Oracle No. 18941); and providing an effective date. Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 3, 2026

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-01-KH/W(A) to the architect/engineering agreement dated June 15, 2021, as amended, between the City of St. Petersburg, Florida and Kimley-Horn & Associates, Inc. (“A/E”) for A/E to provide limited construction observation services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$40,600.48; providing that the total Task Order, as amended, shall not exceed \$141,272.33 (ECID Project No. 22071-111; Oracle No. 18941); and providing an effective date.

EXPLANATION: Lift Station No. 45, located at 650 Elvoca Drive NE, was last rehabilitated 36 years ago in 1990. As part of the City's wastewater infrastructure assessment program, Lift Station No. 45 has been identified as a high-priority facility due to its elevated likelihood and risk of service disruption. Additionally, the station experiences frequent flooding in the area immediately surrounding the site, further increasing operational concerns and vulnerability during storm events.

The proposed construction work includes the rehabilitation and upgrade of the existing lift station to improve resiliency, operational reliability, and long-term serviceability.

On June 15, 2021, the City of St. Petersburg, Florida (“City”) and Kimley-Horn & Associates, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater and reclaimed water projects.

On July 21, 2022, City Council approved Task Order No. 22-01-KH/W(A) in the amount of \$100,671.85 which provided for professional engineering services including but not limited to project management, lift station siting memorandum, geotechnical services, design and permitting, bid phase services.

Design phase is complete and this Project is progressing to the construction phase. Construction activities will include modifications and upgrades to the mechanical and electrical systems, storm hardening improvements, replacement of the existing wet well, and installation of new submersible pumps. Construction observation services will include monitoring the contractor’s work for general conformance with the approved plans and specifications, documenting construction progress, observing material installation and testing, and identifying and reporting any deficiencies or field issues encountered during construction

Amendment No. 1 to Task Order No. 21-01-KH/W(A) in the amount of \$40,600.48 shall provide professional engineering services including but not limited to Construction Observation Services. This Amendment includes a \$10,000.00 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-01-KH/A and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Project Management	\$ 6,470.06	\$ 6,470.06
	Lift Station Siting Memorandum	\$ 18,420.46	\$ 18,420.46
	Geotechnical Services	\$ 4,709.25	\$ 4,709.25
	Design and Permitting	\$ 52,479.85	\$ 52,479.85
	Bid Phase Services	\$ 8,592.23	\$ 8,592.23
	Allowance	\$ 10,000.00	
Amendment No. 1	Limited Construction Observation Services	\$ 30,600.48	(New)
	Allowance	\$ 10,000.00	(New)
Total		\$ 141,272.33	

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-01-KH/W(A) to the architect/engineering agreement dated June 15, 2021, as amended, between the City of St. Petersburg, Florida and Kimley-Horn & Associates, Inc. ("A/E") for A/E to provide limited construction observation services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$40,600.48; providing that the total Task Order, as amended, shall not exceed \$141,272.33 (ECID Project No. 22071-111; Oracle No. 18941); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), LST #45 Rehabilitation FY22Project (18941).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 21-01-KH/W(A)
Map

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 22-01-KH/W(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JUNE 15, 2021, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KIMLEY-HORN & ASSOCIATES, INC. (“A/E”) FOR A/E TO PROVIDE LIMITED CONSTRUCTION OBSERVATION SERVICES RELATED TO THE LIFT STATION NO. 45 SUNLIT REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$40,600.48; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED \$141,272.33 (ECID PROJECT NO. 22071-111; ORACLE NO. 18941); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Kimley-Horn & Associates, Inc. (“A/E”) executed an architect/engineering agreement on June 15, 2021 for A/E to provide work of a specified nature as outlined in the agreement on a continuing basis related to miscellaneous Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, the architect/engineering agreement dated June 15, 2021 has been previously amended; and

WHEREAS, on July 21, 2022, City Council approved Task Order No. 22-01-KH/W(A) (“Task Order”) for A/E to provide project management, a lift station siting memorandum, geotechnical services, design services, permitting services, and bid phase services related to the Lift Station No. 45 Sunlit Rehabilitation Project (“Project”) in an amount not to exceed \$100,671.85, which amount included a \$10,000 allowance; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for A/E to provide limited construction observation services related to the Project in an amount not to exceed \$40,600.48, which amount includes a \$10,000 allowance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 22-01-KH/W(A) to the architect/engineering agreement dated June 15, 2021, as amended, between the City of St. Petersburg, Florida and Kimley-Horn & Associates, Inc. (“A/E”) for A/E to provide limited construction observation services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$40,600.48.

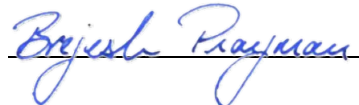
BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed \$141,272.33.

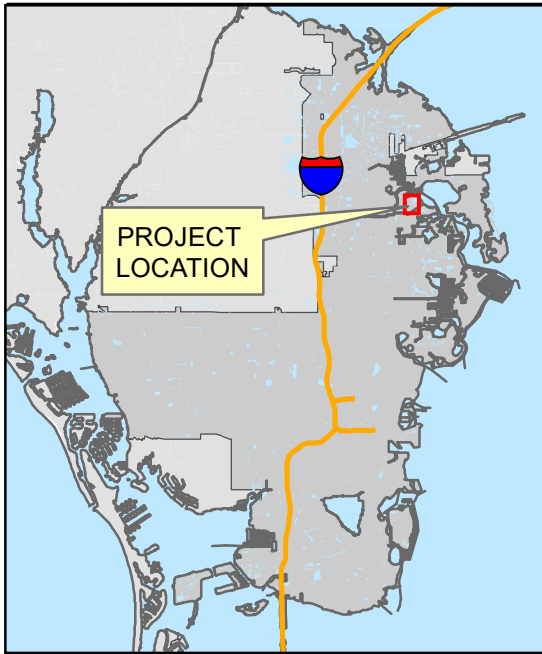
This Resolution shall become effective immediately upon its adoption.

LEGAL:


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DEPARTMENT:





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ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST PETERSBURG	
APPROVED BY:	DATE: 5/3/2022

Lift Station 45 Sunlit Shores Rehabilitation
Project No. 22071-111



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: September 3, 2026

TO: The Honorable Lisset Hanewicz, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Kimley-Horn & Associates, Inc.
Amendment No. 1 to Task Order No. 21-01-KH/W(A) in the amount of \$40,600.48

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves rehabilitation, hardening and improving the efficiency of Lift Station 45 – Sunlit Shores.

Kimley-Horn and Associates satisfactorily completed similar work under previous A/E Annual Master Agreements in 2012 and is familiar with the City Standards.

Kimley-Horn and Associates has significant experience in the condition assessment, design, permitting and construction phase activities of lift stations.

This is the first amendment to the first Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

**Transaction Report
for
Kimley-Horn & Associates, Inc.
Miscellaneous Professional Services for Potable Water, Wastewater & Reclaimed Water Projects
A/E Agreement Effective - July 15, 2021
A/E Agreement Expiration - August 30, 2025**

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	22071-111	Lift Station 45 Sunlit Shores Rehabilitation Amendment No. 1	08/03/22 Pending	90,671.85
02	23037-100	Pump Station 61 - Transmisison System Evaluation Amendment No. 1	03/02/23 08/05/24	76,672.05 10,000.00
03	24179-130	NW Park & Tyrone Reclaimed Main Replacement Amendment No. 1 Amendment No. 2	08/09/24 10/03/25 Pending	223,781.04 2,999.99
			Total:	404,124.93

AMENDMENT NO. 1 TO TASK ORDER NO. 21-01-KH/W(A)
LIFT STATION 45 SUNLIT SHORES REHABILITATION
TYPE OF A/E AGREEMENT MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE
WATER, WASTEWATER AND RECLAIMED WATER
CITY PROJECT NO. 22071-111

This Amendment No. 1 to Task Order No. 21-01-KH/W(A) is made and entered into this _____ day of _____, 2026, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS dated June 15, 2021 ("Agreement") between Kimley-Horn and Associates, Inc ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The goal of this project is to rehabilitate, harden, and improve the resiliency and efficiency of Lift Station 45 - Sunlit Shores (LS 45). Based on recent assessments, LS 45 has been scored to be at elevated likelihood and risk of service disruption. The project will assess and address resiliency deficiencies and future capacity considerations.

LS 45 experiences frequent flooding in front of the station, has old-style blowers that are not working, has a split style wet well which prevents staff from seeing the risers, and is very deep in a wet area. As part of the assessment, a new wetwell with submersible pumps has been requested by the City for consideration.

Under the initial Task Order, the A/E provided engineering services as shown in the following tasks:

- Task 1 – Project Management
- Task 2 – Lift Station Siting Memorandum
- Task 3 – Geotechnical Services
- Task 4 – Design and Permitting
- Task 5 – Bid Phase Services

The City is requesting the A/E to provide engineering services during construction necessary to enable the A/E to certify to the regulatory agencies that the construction met design intent.

Under Amendment No. 1 to the Task Order, the A/E will perform limited engineering services during construction for certification, make the necessary regulatory certifications, and closeout requirements as further described below in the Scope of Services.

II. SCOPE OF SERVICES

Task 6 – Limited Construction Observation Services

A/E will provide engineering services during construction for Lift Station as described in the following tasks below.

- 6.1 Pre-Construction Meeting:** A/E shall attend the pre-construction meeting with the City and Contractor to review permits, final construction documents, schedules, and procedures to be established during construction
- 6.2 Submittal Reviews:** A/E will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- 6.3 Requests for Information (RFI) Reviews:** A/E will respond to reasonable and appropriate number of Contractor RFI's made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the City.
- 6.4 Construction Observation/Site Visits:** The A/E will make up to 6 site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep City informed of the general progress of the work. A/E will document all site visits to City Project Manager.
- 6.5 Record Drawings and Certifications:** A/E will review any As-Built information provided by the City including surveys, Contractor markups and field sketches, RFIs, etc. for completeness and request additional information from the City to draft record drawings and regulatory certifications. The Record Drawings will be as necessary to meet the Florida Department of Environmental Protection's (FDEP) and the City of St. Petersburg's Building Department requirements. A/E will provide signed and sealed Record Drawings along with the project certification documents to the City and to the FDEP. The A/E will not provide any additional survey or engineering studies to verify the details of the City's field markups. The record drawings will also be included on the City's master drawing file. The record drawing submittal will be submitted digitally with the complete set of drawings in both AutoCAD file format and PDF file format.

III. SCHEDULE

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

Number of Days from NTP

Task 6 - Limited Construction Observation Services Follow City Construction Schedule

IV. A/E'S RESPONSIBILITIES

A/E will provide services described in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

Provide coordination of construction activities with A/E.

Provide A/E with all Contractor As-Built information for the lift station.

VI. DELIVERABLES

Task 6.0 Limited Construction Observation Services

- Written site visit reports with photographs.
- Email responses to technical questions from Contractor or City.
- Record Drawings and electronic file transfer.

VII. A/E'S COMPENSATION

The A/E was authorized a lump sum amount of **\$100,671.85** under the initial Task Order for Tasks 1 through 5.

For this Amendment No. 1 to the Task Order, the City shall compensate the A/E the lump sum amount of **\$30,600.48** for Task 6, per Appendix A.

This Task Order Amendment No.1 established an allowance in the amount of **\$10,000.00** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional service shall not exceed the amount of the allowance set forth in this Task Order.

The total amount for Amendment No. 1 to the Task Order is **\$40,600.48**, per Attachment 1 to Appendix A.

The total Task Order amount including Amendment No. 1 and the allowance is **\$141,272.33**. per Appendix A.

VIII. PROJECT TEAM

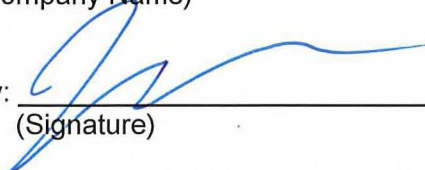
Kimley-Horn and Associates, Inc – Prime

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order No. 21-01-KH/W(A) and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order No. 21-01-KH/W(A) to be executed by their duly authorized representatives on the day and date first above written.

Kimley-Horn and Associates, Inc
(Company Name)

By: 
(Signature)

Jordan Walker, Vice President
(Printed Name and Title)

Date: 07/30/2026

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrasasa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

ATTACHMENT 1 TO APPENDIX A
Work Task Breakdown
City of St. Petersburg
Lift Station 45 Sunlit Shores Rehabilitation
City Project No. 22071-111

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Principal	Project Manager	Engineer Intern	Designer/ Draftsman	Senior Landscape Architect	Project Landscape Architect	Landscape Designer	Administrative Professional	Administrative Clerical	Total Hours	Labor Cost
Direct Salary		\$ 83.16	\$ 66.53	\$ 42.34	\$ 39.31	\$ 63.50	\$ 51.41	\$ 36.28	\$ 30.24	\$ 21.16		
Multiplier 3.3067		\$ 191.83	\$ 153.47	\$ 97.67	\$ 90.68	\$ 146.48	\$ 118.59	\$ 83.69	\$ 69.76	\$ 48.81		
Billing Rates ¹		\$ 274.99	\$ 220.00	\$ 140.01	\$ 129.99	\$ 209.98	\$ 170.00	\$ 119.97	\$ 100.00	\$ 69.97		
TASK												
6	Limited Construction Observation Services	2	40	90	30	5	10		20		197	\$ 30,600.48
Totals		0	40	0	0	0	0	0	0	0	40	\$ -

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
6	\$ 30,600.48	\$ -			\$ 30,600.48
Total	\$ -	\$ -	\$ -	\$ -	\$ 30,600.48

III. Fee Limit

Lump Sum Cost	\$30,600.48
Allowance ⁴	\$10,000.00
Total:	\$40,600.48

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for:
3. Includes XX percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



Approvals - gcc

Report • Printed on August 20, 2026

Approved

9/3 Council - Kimley Horn - LS45 Rehab - TOA1

▼ Attachments



Kimley Horn - LS45 Rehab - TC

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

8/20/2026 9:57:36 AM

BP

Step 1: Approved by

Brejesh Prayman

8/20/2026 9:46:35 AM

SJ

Requested by

Sarah B. Johnson

8/20/2026 9:44:38 AM



Approvals - gcc

Report • Printed on August 20, 2026

Approved

Pre-approval 9/3 Council - Kimley Horn - LS45 Rehab - TOA1 v2

Edits incorporated

▼ Attachments



Kimley Horn - LS45 Rehab - TC

<https://stpete1-my.sharepoint.com/>

▼ Final status: Approved



Approved by
Claude Tankersley

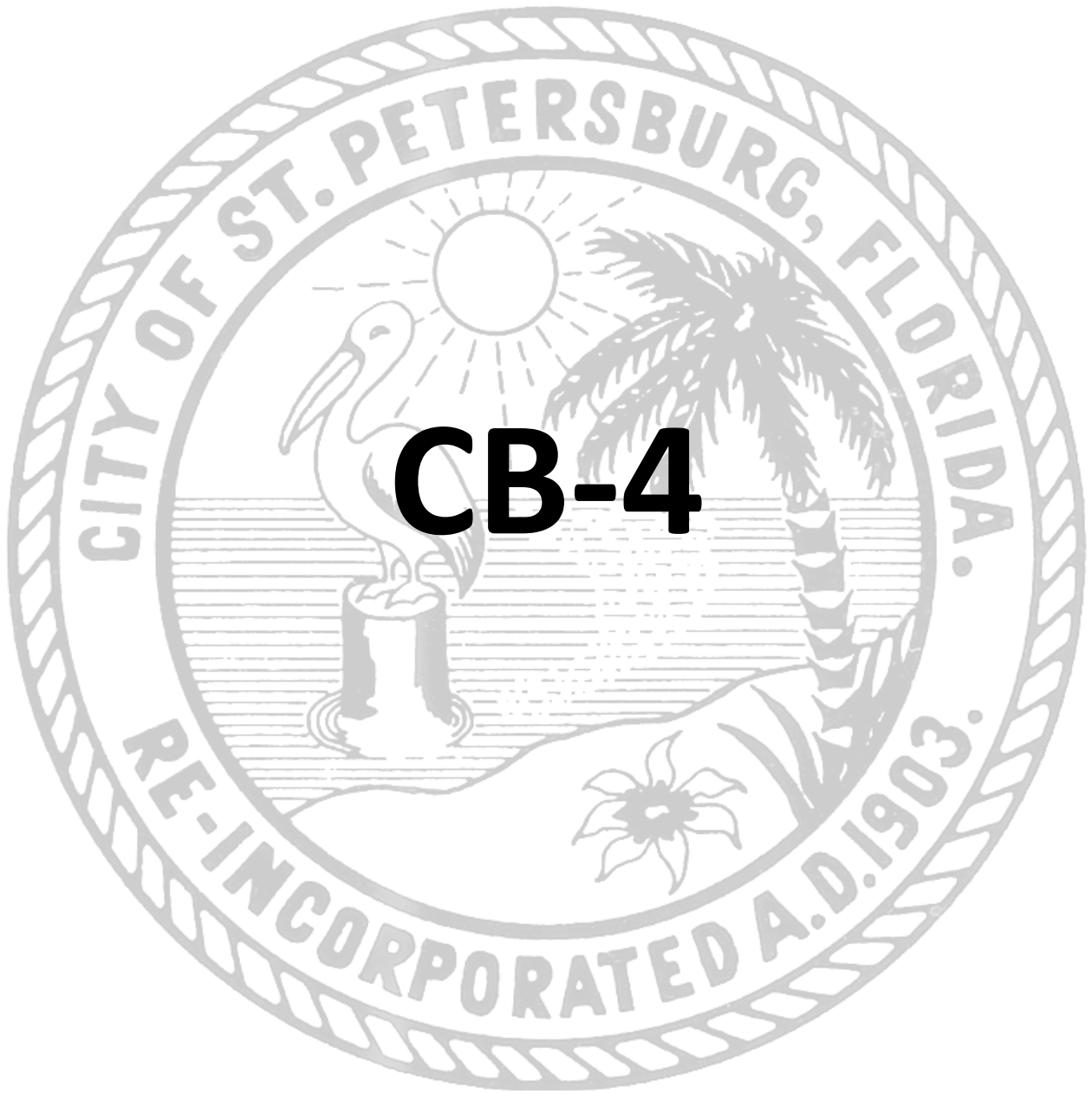
8/20/2026 9:25:22 AM



Requested by
Sarah B. Johnson

8/19/2026 2:57:00 PM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No. 3 to Task Order No. 21-04-MCL/MNP(A), as amended, to the architect/engineering agreement dated August 27, 2021, as amended, between the City of St. Petersburg, Florida and McLaren Technical Services, Inc. (“A/E”) for A/E to provide additional i) surveys and subsurface utility exploration services ii) electrical design services, and iii) civil and utility design services related to the Cross Bay Ferry Dock Project in an amount not to exceed \$24,613; providing that the total Task Order, as amended, shall not exceed \$414,735.92 (ECID Project No. 23148-100; Oracle No. 19816); and providing an effective date. Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 3, 2026

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 3 to Task Order No. 21-04-MCL/MNP(A), as amended, to the architect/engineering agreement dated August 27, 2021, as amended, between the City of St. Petersburg, Florida and McLaren Technical Services, Inc. (“A/E”) for A/E to provide additional i) surveys and subsurface utility exploration services ii) electrical design services, and iii) civil and utility design services related to the Cross Bay Ferry Dock Project in an amount not to exceed \$24,613; providing that the total Task Order, as amended, shall not exceed \$414,735.92 (ECID Project No. 23148-100; Oracle No. 19816); and providing an effective date.

EXPLANATION: In order to serve anticipated future vessels with the Cross Bay Ferry (otherwise referred to as the Tampa Bay Ferry) service, it is necessary to design and construct new infrastructure, dockage, and supporting terminal facilities.

On August 27, 2021, the City of St. Petersburg, Florida and McLaren Technical Services, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Municipal Marina and Port Projects.

The scope of the original Task Order was to develop conceptual plans for the ferry terminal dock and terminal facilities. The A/E was authorized to perform a study to develop layout/location of the ferry terminal dock and terminal facilities to be constructed.

On November 26, 2024, Administration approved Task Order No. 21-04-MCL/MNP(A) in the amount of \$53,362.36, which provided professional engineering services including but not limited to, identification of location for permanent dockage and terminal facilities, conceptual design development and location for permanent dockage and terminal facilities. The Task Order included a \$10,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

On November 6, 2025, City Council approved Amendment No. 1 to Task Order No. 21-04-MCL/MNP(A) in the amount of \$336,760.56 which provided professional engineering services for complete construction documents, including permitting, geotechnical, survey services, and bidding assistance. This Amendment included an additional allowance of \$30,000 to be authorized if any unforeseen conditions are experienced while performing the work.

On February 27, 2026, Administration approved Amendment No. 2 to Task Order No. 21-04-MCL/MNP(A), which authorized the lump sum amount of \$35,000 from the Allowance and provided for continued environmental and permitting services.

As part of the plan review process additional scope items were identified, of which additional survey and design is required.

Amendment No. 3 to Task Order No. 21-04-MCL/MNP(A) in the amount of \$24,613 provides additional professional engineering services for surveys and subsurface utility exploration, electrical design, and civil and utility design. The Task Order includes an additional allowance \$5,000 to be authorized if any unforeseen conditions are experienced while performing the work.

This project is anticipated to be implemented as a design/bid/build process.

Task Order No. 21-04-MCL/MNP(A) and Amendment Nos. 1, 2 and 3 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Identification of Location	\$ 16,662.31	\$ 16,662.31
	Concept Design Development	\$ 26,700.05	\$ 26,700.05
	Allowance	\$ 10,000.00	
Amendment No. 1	Geotechnical Engineering	\$ 50,380.00	\$ 50,380.00
	Surveys and Subsurface Utility Exploration Services	\$ 34,430.00	\$ 34,430.00
	Final Construction Plans and Specifications	\$179,391.88	\$179,391.88
	Environmental and Permitting Services	\$ 30,000.60	\$ 30,000.60
	Bid Phase Assistance	\$ 12,558.08	\$ 12,558.08
	Allowance	<u>\$ 30,000.00</u>	
Amendment No. 2	Env and Permitting Services (from Allowance)		\$ 35,000.00
Amendment No. 3	Surveys and Subsurface Utility Exploration Addt'l Services	\$ 5,335.00	
	Electrical Design Addt'l Services	\$ 6,853.00	
	Civil & Utility Design Addt'l Services	\$ 7,425.00	
	Allowance	<u>\$5,000.00</u>	
	Subtotal	\$24,613.00	
Total		\$414,735.92	

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 3 to Task Order No. 21-04-MCL/MNP(A), as amended, to the architect/engineering agreement dated August 27, 2021, as amended, between the City of St. Petersburg, Florida and McLaren Technical Services, Inc. ("A/E") for A/E to provide additional i) surveys and subsurface utility exploration services ii) electrical design services, and iii) civil and utility design services related to the Cross Bay Ferry Dock Project in an amount not to exceed \$24,613; providing that the total

Task Order, as amended, shall not exceed \$414,735.92 (ECID Project No. 23148-100; Oracle No. 19816); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Capital Improvements Fund (3001), Ferry Dock FY24 Project (19816).

ATTACHMENTS: Resolution
Amendment No. 3 to Task Order No. 21-04-MCL/MNP(A)

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 3 TO TASK ORDER NO. 21-04-MCL/MNP(A), AS AMENDED, TO THE ARCHITECT/ ENGINEERING AGREEMENT DATED AUGUST 27, 2021, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND MCLAREN TECHNICAL SERVICES, INC. (“A/E”) FOR A/E TO PROVIDE ADDITIONAL I) SURVEYS AND SUBSURFACE UTILITY EXPLORATION SERVICES II) ELECTRICAL DESIGN SERVICES, AND III) CIVIL AND UTILITY DESIGN SERVICES RELATED TO THE CROSS BAY FERRY DOCK PROJECT IN AN AMOUNT NOT TO EXCEED \$24,613; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED \$414,735.92 (ECID PROJECT NO. 23148-100; ORACLE NO. 19816); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and McLaren Technical Services, Inc. (“A/E”) executed an architect/engineering agreement on August 27, 2021 for A/E to provide work of a specified nature as outlined in the agreement on a continuing basis related to miscellaneous Municipal Marina and Port Projects; and

WHEREAS, the architect/engineering agreement dated August 27, 2021 has been previously amended; and

WHEREAS, on November 26, 2024, Administration approved Task Order No. 21-04-MCL/MNP(A) (“Task Order”) for A/E to identify a location for permanent dockage and terminal facilities and provide concept design development (and documents) related to the Cross Bay Ferry Dock Project (“Project”) in an amount not to exceed \$53,362.36, which amount included a \$10,000 allowance; and

WHEREAS, on November 6, 2025, City Council approved Amendment No. 1 to the Task Order for A/E to provide geotechnical engineering, surveys and subsurface utility exploration services, final construction plans and specifications, environmental and permitting services, and bid phase assistance related to the Project in an amount not to exceed \$336,760.56, which amount included a \$30,000 allowance; and

WHEREAS, on February 27, 2026, Administration approved Amendment No. 2 to the Task Order, as amended, for A/E to provide continued environmental and permitting services related to the Project in an amount not to exceed \$35,000 (from the previously approved allowance); and

WHEREAS, Administration desires to issue Amendment No. 3 to the Task Order, as amended, for A/E to provide additional i) surveys and subsurface utility exploration services ii) electrical design services, and iii) civil and utility design services related to the Project in an amount not to exceed \$24,613, which amount includes a \$5,000 allowance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 3 to Task Order No. 21-04-MCL/MNP(A), as amended, to the architect/engineering agreement dated August 27, 2021, as amended, between the City of St. Petersburg, Florida and McLaren Technical Services, Inc. ("A/E") for A/E to provide additional i) surveys and subsurface utility exploration services ii) electrical design services, and iii) civil and utility design services related to the Cross Bay Ferry Dock Project in an amount not to exceed \$24,613.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed \$414,735.92.

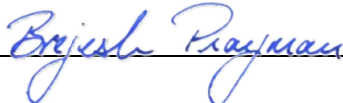
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00911569.docx

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: September 3, 2026

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

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: McLaren Technical Services, Inc.
Amendment No. 3 to Task Order No. 21-04-MCL/MNP(A) in the amount of \$29,613.00

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

The project includes development of conceptual plans for the new ferry terminal dock and terminal facilities, along with preparing design plans and documents for the construction of the ferry terminal dock and terminal facilities.

McLaren Technical Services, Inc. has successfully completed similar work under previous A/E Agreements with the City.

McLaren Technical Services, Inc. has local government experience in the design, permitting, and construction phase activities of municipal marina and port design requirements and standards and City design standards.

This is the third Amendment to the fourth Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
McLaren Technical Services, Inc.
Miscellaneous Professional Services for Municipal Marina & Port Projects
A/E Agreement Effective - August 27, 2021
A/E Agreement Expiration - July 14, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	21077-119	Marina Redevelopment	10/28/21	166,080.96
02	24160-130	Municipal Marina - FY24 Structural Inspection	08/29/24	172,499.94
03	24118-130	St. Pete Pier - FY24 Structural Inspections	Pending	23,553.95
04	23148-100	Cross Bay Ferry Dock	12/04/24	43,362.36
		Amendment No. 1	11/25/25	306,760.56
		Amendment No. 2	03/02/26	35,000.00
		Amendment No. 3	Pending	
			Total:	747,257.77

AMENDMENT NO. 3 TO TASK ORDER NO. 21-04-MCL/MNP(A)
CROSS BAY FERRY DOCK
MUNICIPAL MARINA AND PORT PROJECTS
CITY PROJECT NO. 23148-100

This Amendment No. 2 to Task Order No. 21-04-MCL/MNP(A) is made and entered into this ____ day of _____, 202__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR MUNICIPAL MARINA AND PORT PROJECTS dated August 27, 2021 (“Agreement”) between McLaren Technical Services, Inc. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Since its 2016 pilot season, the Cross Bay Ferry has demonstrated a need and demand for intra-city, regional waterborne transportation from downtown St. Petersburg to Tampa. To date, the service has been seasonally operated with the current agreement providing opportunities to incrementally extend the duration of each season beyond the original six-month season; this season has included nearly nine (9) months of operations. As the seasons begin to approach year-round service, it's become necessary to develop concepts for the permanent infrastructure needed to support the Cross Bay Ferry and any other future waterborne transportation vessels. Accordingly, a planning study included an evaluation and analysis of infrastructure needs, specifically regarding dockage and terminal facilities.

During the initial seasons, the temporary dock was built in the North Yacht Basin located on the western seawall adjacent to Bayshore Drive NE. The Cross Bay Ferry also had minimal terminal facilities that included a small ticket booth while utilizing an existing trail for passenger queueing. Onsite parking was not readily available, though four (4) on-street spaces were provided for accessible passenger parking and loading. A small, temporary ramp from the parking spaces to the curb level was constructed in 2018. Due to permitting requirements, the Cross Bay Ferry currently uses the City of St. Petersburg port facility on the 8th Avenue S., just south of the downtown core, though a permit for continued use of the North Yacht Basin is expected to be issued imminently.

The analysis was phased to include an initial examination of the north basin along the downtown St. Petersburg waterfront to verify its preferential suitability within which to design and construct infrastructure, dockage, and supportive terminal facilities needed to serve the future vessels anticipated with the Cross Bay Ferry service as well as other vessels that could directly contribute to the City's waterborne transportation and/or economic development efforts (e.g. Tall Ship Lynx). The analysis explored permitting requirements and their associated timelines.

The scope of the original Task Order (Tasks 1 and 2) was to develop conceptual plans for the ferry terminal dock and terminal facilities. The A/E was authorized to perform a study to develop layout/location of the ferry terminal dock and terminal facilities to be constructed.

The scope of Amendment No. 1 and Amendment No. 2 to the Task Order (Tasks 3 through 7) was to further develop the design for the ferry terminal dock and terminal facilities to be constructed and to assist with permitting.

For this Amendment No. 3 to the Task Order, the A/E will provide additional topographic survey, civil design, and electrical design services requested for the project. The additional design services are to address additional owner-requested scope.

II. SCOPE OF SERVICES

Task 4 – Surveys and Subsurface Utility Exploration (SUE) Additional Services

1. The A/E, through their subconsultant, shall prepare a topographic design survey map at a sufficient scale over the site shown in Figure 1 below, with survey map delivered in PDF and C3D formats. Horizontal location, size and description of driveways, walks, curb, walls, fences, signs, poles, trees over 6" in diameter, and other permanent surface visible features based on conventional survey methods will be indicated. Topography will be at 0.5-foot interval and spot elevations on a grid pattern with elevations on driveways, walks, curbs, gutters, and walls, including at back of walk, top of curb, flow line, edge of gutter will be indicated. Utility location of visible surface utilities will be indicated. Field measured invert elevations on sanitary sewer and storm drain manholes will be indicated. Field measured type and diameter, rim, all inverts, and bottom elevation of Manhole D002-M041 will be indicated.

The deliverable will be the survey map delivered in PDF and C3D formats.

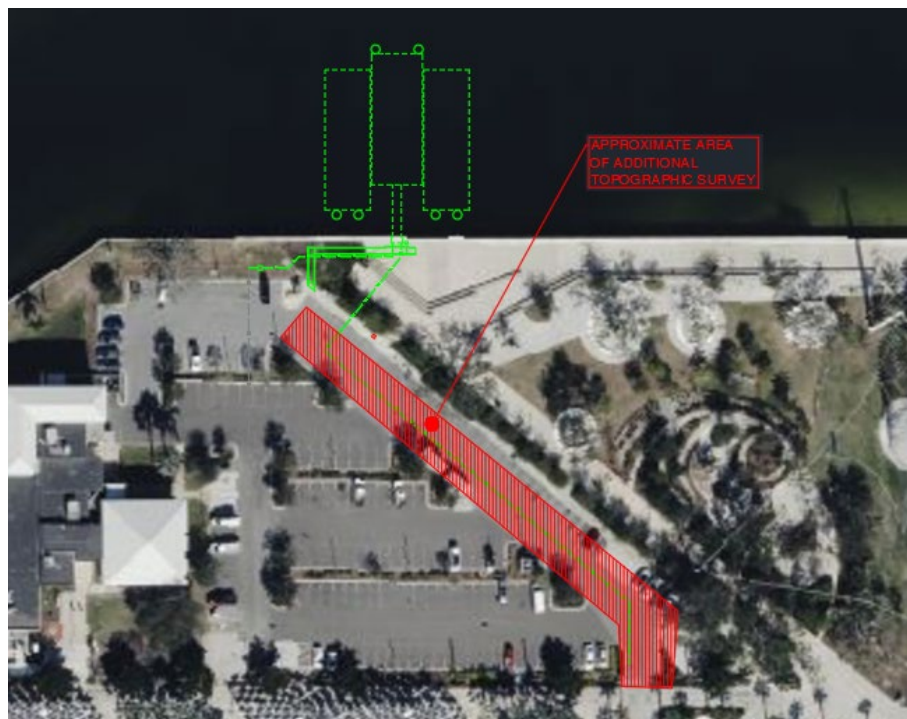


Figure 1 – Approx. Area of Additional Topographic Survey within the Red Shaded Area.

Task 5 – Final Construction Plans and Specifications for Dock and Terminal Facilities – Additional Services

Task 5.2 – Electrical Design Additional Services

The A/E, through their subconsultant, shall design and coordinate the locations of shore power pedestals and develop specifications that meet the vessel requirements and applicable NEC code requirements for inclusion in the plan set.

Electrical Engineering and Design Assumptions:

1. The existing utility service is adequate for the design change to include the shore power pedestals and no new electrical utility service or coordination with the utility provider will be required.

The deliverable will be final Electrical drawings and specifications delivered in PDF format. Drawings will show the new shore power pedestals in a plan view and details.

Task 5.3 – Civil and Utility Design Additional Services

The A/E, through their subconsultant, shall design and coordinate the new fire hydrant location, along with the specifications to meet City requirements, and include it in the set of Civil plans for this project. The A/E, through their subconsultant, shall design the fire standpipe system based on the NFPA 14 for Maritime Standpipe Design - latest edition, including the hydraulic analysis of the fire flows resulting from the Fire Hydrant Flow test, to meet code requirements.

Civil and Utility Design Assumptions:

1. The City will provide the Hydrant Flow test for the existing fire hydrant.

The deliverable will be final Civil drawings delivered in PDF format that will indicate the new fire hydrant location and show the fire standpipe system design in a plan view and details.

III. SCHEDULE

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

	<u>Number of Days from NTP</u>
Task 4 – Surveys and Subsurface Utility Exploration Add'l Services	28
Task 5.2 – Electrical Design Additional Services	21
Task 5.3 – Civil and Utility Design Additional Services	21

IV. A/E'S RESPONSIBILITIES

The A/E will perform services outlined in Section II, Scope of Services, and provide deliverables in Section VI, Deliverables.

V. CITY'S RESPONSIBILITIES

The City will provide the last 12 months of electrical billing data for the existing utility service.

The City will provide the Hydrant Flow test for the existing fire hydrant.

The City will provide review comments to the A/E for the 90% drawing and specification submittals.

VI. DELIVERABLES

Task 4 – Surveys and Subsurface Utility Exploration (SUE) Additional Services: Provide a topographic survey map for the area indicated in Figure 1 with the survey map delivered in PDF and C3D formats.

Task 5.2 – Electrical Design Additional Services: Provide final Electrical drawings and specifications for dock and terminal facilities which include a design for the new shore power pedestals. Final Electrical drawings and specifications shall be delivered in PDF format.

Task 5.3 – Civil and Utility Design Additional Services: Provide final Civil drawings for dock and terminal facilities which include the new fire hydrant location and a design for the fire standpipe system. Final Civil drawings shall be delivered in PDF format.

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of \$385,122.80 under the original Task Order for Tasks 1 and 2. An Allowance in the amount of \$10,000 was approved, but not authorized.

Amendment No. 1 authorized the lump sum amount of \$306,760.56 for Tasks 3 through 7. An additional Allowance in the amount of \$30,000 was approved, but not authorized.

Amendment No. 2 authorized the lump sum amount of \$35,000 (from the Allowance) for Task 6.3.

For this Amendment No. 3, the City shall compensate the A/E the lump sum amount of **\$19,613.00** (from a combination of the \$5,000 remaining Allowance and an additional \$14,613 to be approved) for additional services in Tasks 4, 5.2, and 5.3, per Attachment 3 to Appendix A.

This Task Order establishes an additional allowance in the amount of **\$10,000** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services

shall not exceed the amount of the allowance set forth in this Amendment No. 3 to Task Order.

The total amount for Amendment No. 3 to the Task Order is **\$29,613.00**, per Attachment 1 to Appendix A.

The total Task Order amount including Amendment No. 3 shall not exceed \$414,735.80.

VIII. PROJECT TEAM

Primary Consultant, Project Management and Marine Structural Design:

- McLaren Technical Services, Inc.

Sub-Consultant, Surveys, Subsurface Utility Exploration, Electrical Design, Civil and Utility Design:

- McKim & Creed

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 3 to Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 3 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

(Company Name)

By: _____
(Signature)

(Printed Name and Title)

Date: _____

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

ATTACHMENT 3 TO APPENDIX A
Work Task Breakdown
City of St. Petersburg
Cross Bay Ferry Dock
Project No. 23148-100

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Principal	Lead Technical Specialist	Senior Associate	Associate	Sr. Engineer	Staff Engineer	Engineer I/II	Project Coordinator	Total Hours	Labor Cost
Direct Salary		\$ 80.92	\$ 65.00	\$ 64.74	\$ 62.64	\$ 48.10	\$ 38.46	\$ 33.50	\$ 27.71		
Multiplier 2.97		\$ 159.42	\$ 128.05	\$ 127.54	\$ 123.41	\$ 94.76	\$ 75.77	\$ 66.00	\$ 54.59		
Billing Rates ¹		\$ 240.34	\$ 193.05	\$ 192.28	\$ 186.05	\$ 142.86	\$ 114.23	\$ 99.50	\$ 82.30		
TASK											
4	Surveys and Subsurface Utility Exploration (SUE) Additional Services									0	\$ -
5.2	Electrical Design Additional Services									0	\$ -
5.3	Civil and Utility Design Additional Services									0	\$ -
Totals		0	0	0	0	0	0	0	0	0	\$ -

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
4	\$0.00	\$0.00	\$4,850.00	\$485.00	\$5,335.00
5.2	\$0.00	\$0.00	\$6,230.00	\$623.00	\$6,853.00
5.3	\$0.00	\$0.00	\$6,750.00	\$675.00	\$7,425.00
Total	\$0.00	\$0.00	\$17,830.00	\$1,783.00	\$19,613.00

III. Fee Limit

Lump Sum Cost	\$19,613.00
Allowance ⁴	\$10,000.00
Total:	\$29,613.00

IV. Notes:

1. Rates and Multiplier per contract.
2. Project expenses are included in hourly rates (per contract).
3. Includes 10 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



Approvals - gcc

Report • Printed on August 20, 2026

Approved

9/3 Council - McLaren - Cross Bay Ferry - TOA3

▼ Attachments



McLaren - Cross Bay Ferry - TC

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

8/20/2026 9:58:35 AM

BP

Step 1: Approved by

Brejesh Prayman

8/20/2026 9:46:43 AM

SJ

Requested by

Sarah B. Johnson

8/20/2026 9:45:10 AM



Approvals - gcc

Report • Printed on August 20, 2026

Approved

Pre-approval 9/3 Council - McLaren - Cross Bay Ferry - TOA3 v2

Edits incorporated

▼ Attachments



McLaren - Cross Bay Ferry - TC

<https://stpete1-my.sharepoint.com/>

▼ Final status: Approved



Approved by
Claude Tankersley

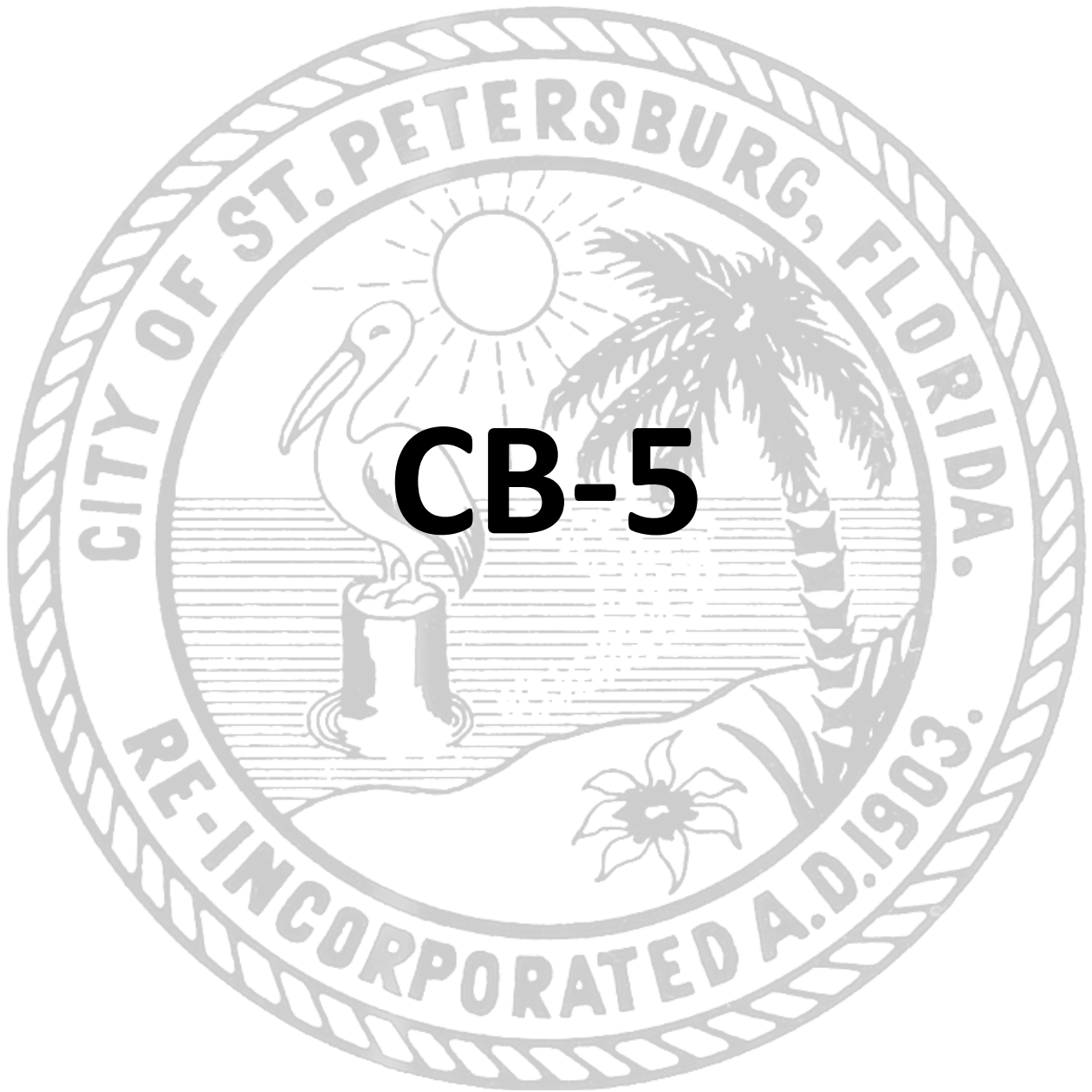
8/20/2026 9:26:11 AM



Requested by
Sarah B. Johnson

8/19/2026 2:57:45 PM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 24-05-CBGA/CFIP(A) to the architect/engineering agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and C.B. Goldsmith & Associates, Inc. (“A/E”) for A/E to provide design phase services, construction documents and pre-construction coordination services related to Mahaffey Theater Roof Improvements Project in an amount not to exceed \$113,400; providing the total Task Order, as amended, shall not exceed \$178,925 (ECID Project No. 26093-130; Oracle No. 21265); and providing an effective date.
Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 3, 2026

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 24-05-CBGA/CFIP(A) to the architect/engineering agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and C.B. Goldsmith & Associates, Inc. (“A/E”) for A/E to provide design phase services, construction documents and pre-construction coordination services related to Mahaffey Theater Roof Improvements Project in an amount not to exceed \$113,400; providing the total Task Order, as amended, shall not exceed \$178,925 (ECID Project No. 26093-130; Oracle No. 21265); and providing an effective date.

EXPLANATION: *The scope of work includes all labor and material, services, and equipment necessary for the design phase, construction documentation, and pre-construction coordination of The Mahaffey Theater Roof Improvements.*

On March 29, 2024, the City of St. Petersburg, Florida (“City”) and C.B. Goldsmith & Associates, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for City Facility Improvement Projects.

On November 21, 2025, Administration approved Task Order No. 24-05-CBGA/CFIP(A) in the amount of \$65,525 for the A/E to provide an assessment and Rough Order of Magnitude of the existing Mahaffey Theater roof, located at 400 1st St S, St. Petersburg, FL 33701. Services included pre-survey documentation and information gathering, condition assessment / field investigation, interior and attic inspection, roof replacement design recommendations and a report of findings. The consultant was tasked with identifying the extent of repairs and maintenance required across all roof sections, helping to determine which of the nine (9) roofs should advance into the design and construction phases. This Amendment included a \$20,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Amendment No. 1 to Task Order No. 24-05-CBGA/CFIP(A) in the amount of \$113,400 shall provide professional engineering services including but not limited to 60% construction documents, final construction documents, and pre-construction coordination services related to the Project.

Task Order No. 24-05-CBGA/CFIB(A) and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Pre-Survey Documentation and Info Gathering	\$ 4,940.00	\$ 4,940.00
	Condition Assessment / Field Investigation	\$ 13,130.00	\$ 13,130.00
	Interior and Attic Inspection	\$ 3,735.00	\$ 3,735.00
	Roof Replacement Design Recommendations	\$ 13,760.00	\$ 13,760.00
	Report of Findings	\$ 9,960.00	\$ 9,960.00
	Allowance	\$ 20,000.00	\$
Amendment No. 1	Design Phase	\$ 27,640.00	

Construction Documents	\$ 76,240.00
Pre-Construction Coordination	\$ 9,520.00

Total	\$178,925.00	\$158,925.00
--------------	---------------------	---------------------

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 24-05-CBGA/CFIP(A) to the architect/engineering agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and C.B. Goldsmith & Associates, Inc. (“A/E”) for A/E to provide design phase services, construction documents and pre-construction coordination services related to Mahaffey Theater Roof Improvements Project in an amount not to exceed \$113,400; providing the total Task Order, as amended, shall not exceed \$178,925 (ECID Project No. 26093-130; Oracle No. 21265); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), Mahaffey Theater Roof Improvements FY26 Project (21265).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 24-05-CBGA/CFIP(A)

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 24-05-CBGA/CFIP(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED MARCH 29, 2024, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND C.B. GOLDSMITH & ASSOCIATES, INC. (“A/E”) FOR A/E TO PROVIDE DESIGN PHASE SERVICES, CONSTRUCTION DOCUMENTS AND PRE-CONSTRUCTION COORDINATION SERVICES RELATED TO THE MAHAFFEY THEATER ROOF IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$113,400; PROVIDING THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED \$178,925 (ECID PROJECT NO. 26093-130; ORACLE NO. 21265); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and C.B. Goldsmith & Associates, Inc. (“A/E”) executed an architect/engineering agreement on March 29, 2024 for A/E to provide work of a specified nature as outlined in the agreement on a continuing basis related to miscellaneous City Facility Improvement Projects; and

WHEREAS, the architect/engineering agreement dated March 29, 2024 has been previously amended; and

WHEREAS, on November 21, 2025, Administration approved Task Order No. 24-05-CBGA/CFIP(A) (“Task Order”) for A/E to provide pre-survey documentation and information gathering, a condition assessment and field investigation, interior and attic inspection, roof replacement design recommendations and a report of findings related to the Mahaffey Theater Roof Improvements Project (“Project”) in an amount not to exceed \$65,525, which amount included a \$20,000 allowance; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for A/E to provide design phase services, construction documents and pre-construction coordination services related to the Project in an amount not to exceed \$113,400.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 24-05-CBGA/CFIP(A) to the architect/engineering agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and C.B. Goldsmith & Associates, Inc. (“A/E”) for A/E to provide design phase services, construction documents and pre-construction

coordination services related to the Mahaffey Theater Roof Improvements Project in an amount not to exceed \$113,400.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed \$178,925.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00911581.docx

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: September 3, 2026

TO: The Honorable Lisset Hanewicz, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: C.B. Goldsmith & Associates, Inc.
Amendment No. 1 to Task Order No. 24-05-CBGA/CFIP(A) in the amount of \$113,400

This memorandum is to provide information pursuant to City Council Policy (Resolution 2017-156).

1. Summary of Reasons for Selection

The project involves design, construction documents, and pre-construction coordination the Mahaffey Theater roof.

C.B. Goldsmith & Associates, Inc. has satisfactorily completed pre-survey documentation and info gathering, condition assessment/ field investigation, interior and attic inspection, roof replacement design recommendations, and a report of findings of the Mahaffey Theater roof. This work is a continuation of the previous condition assessment.

C.B. Goldsmith & Associates, Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements since 2016 and is familiar with the City Standards.

C.B. Goldsmith & Associates, Inc. has extensive experience providing design, construction documentation, and preconstruction coordination services for building envelope and roofing systems across a variety of facility types.

This is the first amendment to the fifth Task Order issued under the 2024 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
C.B. Goldsmith & Associates, Inc.
Miscellaneous Professional Services for City Facility Improvement Projects
A/E Agreement Effective - March 29, 2024
A/E Agreement Expiration - March 31, 2028

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	24148-130	Mirror Lake Library Building - Water Intrusion Investigation	06/04/24	206,860.00
02	25130-130	Fire Headquarters Exterior Envelope	02/12/25	61,115.00
03	25160-130	City Hall / Annex / MSC Envelope Repairs	06/02/25	184,664.00
04	25161-130	Coliseum Roof Replacement	06/06/25	60,000.00
05	26093-130	Mahaffey Theater - Phase I Roof Condition Assessment Amendment No. 1	11/25/25 Pending	45,525.00
06	26108-130	Sunken Gardens Waterproofing Painting	12/18/25	44,700.00
			Total:	602,864.00

AMENDMENT NO. 1 TO TASK ORDER NO. 24-05-CBGA/CFIP(A)
MAHAFFEY THEATER ROOF IMPROVEMENTS
PHASE 2 – PARTIAL ROOF REPLACEMENT
CITY FACILITIES IMPROVEMENT PROJECTS
CITY PROJECT NO. 26093-130

This Amendment No. 1 to Task Order No. 24-05-CBGA/CFIP(A) is made and entered into this _____ day of _____, 2026, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITIES IMPROVEMENT PROJECTS dated March 29, 2024 (“Agreement”) between C.B. Goldsmith and Associates, Inc. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Partial Roof Replacement at St. Petersburg Coliseum located at 535 4th Ave N, St. Petersburg, FL 33701. To align with the available budget, the A/E consultant will provide Construction Documents for the replacement of Roof Areas 5, 6, 7, 8, 9, 10, 11, 15, 17, 18, 19, 24 (and 25 as an alternate). This approach avoids areas requiring additional mechanical/electrical work and other related scope items. The scope of A/E basic services, includes construction procurement, contract administration, and project close-out, including coordination with the Owner’s Project Manager (OPM).

II. SCOPE OF SERVICES

TASK 6 60% CONSTRUCTION DOCUMENTS PHASE

- 6.1 Prepare 60% construction drawings and technical specifications from the approved scope of work outlined in Phase 1
- 6.2 Assist CMAN contractor in preparation of revised cost estimate.
- 6.3 Submit 60% construction (bidding) documents for review and approval.

TASK 7 100% CONSTRUCTION DOCUMENTS PHASE

- 7.1 Prepare 100% construction drawings and technical specifications from the approved 60% document set.
- 7.2 Submit final construction (bidding) documents for review and approval.

TASK 8 PRE-CONSTRUCTION COORDINATION

- 8.1 Perform construction procurement services.
- 8.2 Attend meeting with City staff and potential contractors to discuss technical aspects of project.
- 8.3 Assist in responding to RFI’s via email, if necessary.
- 8.4 Respond to bidder inquiries.

- 8.5 Review contractor proposals.
- 8.6 Assist CMAN contractor in preparation of final GMP proposal.

III. SCHEDULE

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

Task 6 – 60% Construction Documents Phase	7
Task 7 – 100% Construction Documents Phase	90
Task 8 – Pre-Construction Coordination	Follow City’s Construction Schedule

IV. A/E'S RESPONSIBILITIES

A/E shall perform the tasks outlined in Section II. Scope of Services.

V. CITY'S RESPONSIBILITIES

The following participation by the City is anticipated under this Scope of Services:

1. Provide existing information and drawings as needed and available.
2. Review and comment on the proposed Roof Design and Scope of Work.
3. Attend and participate in project meetings and site visits during construction.

VI. DELIVERABLES

Task 6 – 60% Construction Documents Phase. Submit PDF files of all design documents for City review and approval.

Task 7 – 100% Construction Documents Phase. Submit signed and sealed PDF files of all construction (procurement) documents for City review and approval. Submit copies of all specifications in Word format.

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of \$45,525 under the original Task Order for Tasks 1 through 5 (a separate additional Allowance of \$20,000 was not authorized).

For this Amendment No.1, the City shall compensate the A/E the not-to-exceed amount of \$113,400 for Tasks 6 through 8.

\$20,000 of the Allowance remains for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 1 to the Task Order.

The total amount for Amendment No. 1 to the Task Order is **\$113,400**, per Attachment 1 to Appendix A.

The total Task Order amount including Amendment No. 1 shall not exceed **\$178,925.00**, per Appendix A.

VIII. PROJECT TEAM

C. B. Goldsmith and Associates, Inc.

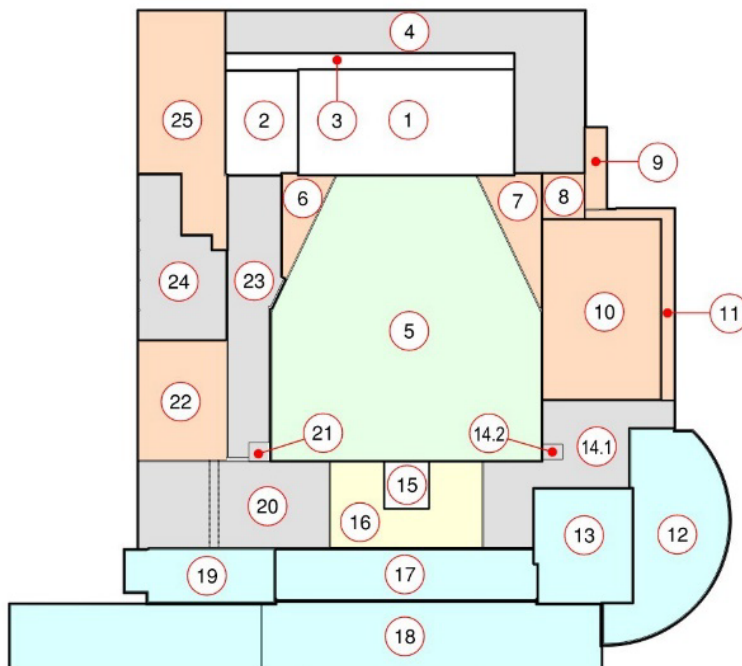
- Robert Whitcomb
- Thomas Glaysher
- Chad Finch
- AJ Sharabyani
- Adam Lynch
- Pablo Toro

IX. MISCELLANEOUS



ROOF DECK TYPES

 LWIC OVER STEEL	 LWIC OVER CONC.
 CONCRETE	 STEEL
 GYPSUM	 NOT IN CONTRACT



= ROOF AREA

KEY PLAN

In the event of a conflict between this Amendment No. 1 to Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

C.B. Goldsmith & Assoc.
(Company Name)

By: [Signature]
(Signature)

Robert Whitcomb
(Printed Name and Title)

Date: 6/4/26

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahassa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
Mahaffey Theater
Phase 2 - Partial Roof Replacement
Project No. 26093-130

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Principal Architect	Sr. Project Manager	Project Architect	Staff Architect	Roofing/Tech. Consultant	Engineering Associate	Drafting/CADD	Clerical	Total Hours	Labor Cost
Direct Salary		\$ 91.67	\$ 83.34	\$ 73.34	\$ 65.00	\$ 53.34	\$ 53.34	\$ 33.34	\$ 28.34		
Multiplier 3.00		\$ 183.33	\$ 166.66	\$ 146.66	\$ 130.00	\$ 106.66	\$ 106.66	\$ 66.66	\$ 56.66		
Minimum Billing Rates ¹		\$ 275.00	\$ 250.00	\$ 220.00	\$ 195.00	\$ 160.00	\$ 160.00	\$ 100.00	\$ 85.00		
TASK											
6	60% Construction Documents Phase	32				32	32	86		182	\$ 27,640.00
7	100% Construction Documents Phase	40				32	32	550		654	\$ 76,240.00
8	Pre-Construction Coordination	16				16	16			48	\$ 9,520.00
Totals		88	0	0	0	80	80	636	0	884	\$ 113,400.00

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
6	\$27,640.00	\$0.00	\$0.00	\$0.00	\$27,640.00
7	\$76,240.00	\$0.00	\$0.00	\$0.00	\$76,240.00
8	\$9,520.00	\$0.00	\$0.00	\$0.00	\$9,520.00
Total	\$113,400.00	\$0.00	\$0.00	\$0.00	\$113,400.00

III. Fee Limit

Lump Sum Cost	\$113,400.00
Allowance ⁴	
Total:	\$113,400.00

IV. Notes:

-
- Rates and Multiplier per contract.
 - Includes expenses for: Parking and mileage
 - Includes 15 percent markup of SUBCONTRACTOR (per contract).
 - Allowance to be used only upon City's written authorization.



Approvals - gcc

Report • Printed on August 20, 2026

Approved

9/3 Council - CB Goldsmith - Mahaffey Roof - TOA1

▼ Attachments



CB Goldsmith - Mahaffey Roof

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

8/20/2026 9:59:21 AM

BP

Step 1: Approved by

Brejesh Prayman

8/20/2026 9:46:48 AM

SJ

Requested by

Sarah B. Johnson

8/20/2026 9:45:41 AM



Approvals - gcc

Report • Printed on August 19, 2026

Approved

Pre-approval 9/3 Council - CB Goldsmith - Mahaffey Roof - TOA1

PM - Cristina Pellizzetti

▼ Attachments



CB Goldsmith - Mahaffey Roof

<https://stpete1-my.sharepoint.com/>

▼ Final status: Approved



Approved by
Claude Tankersley

8/18/2026 3:48:02 PM

Approved with requested edits

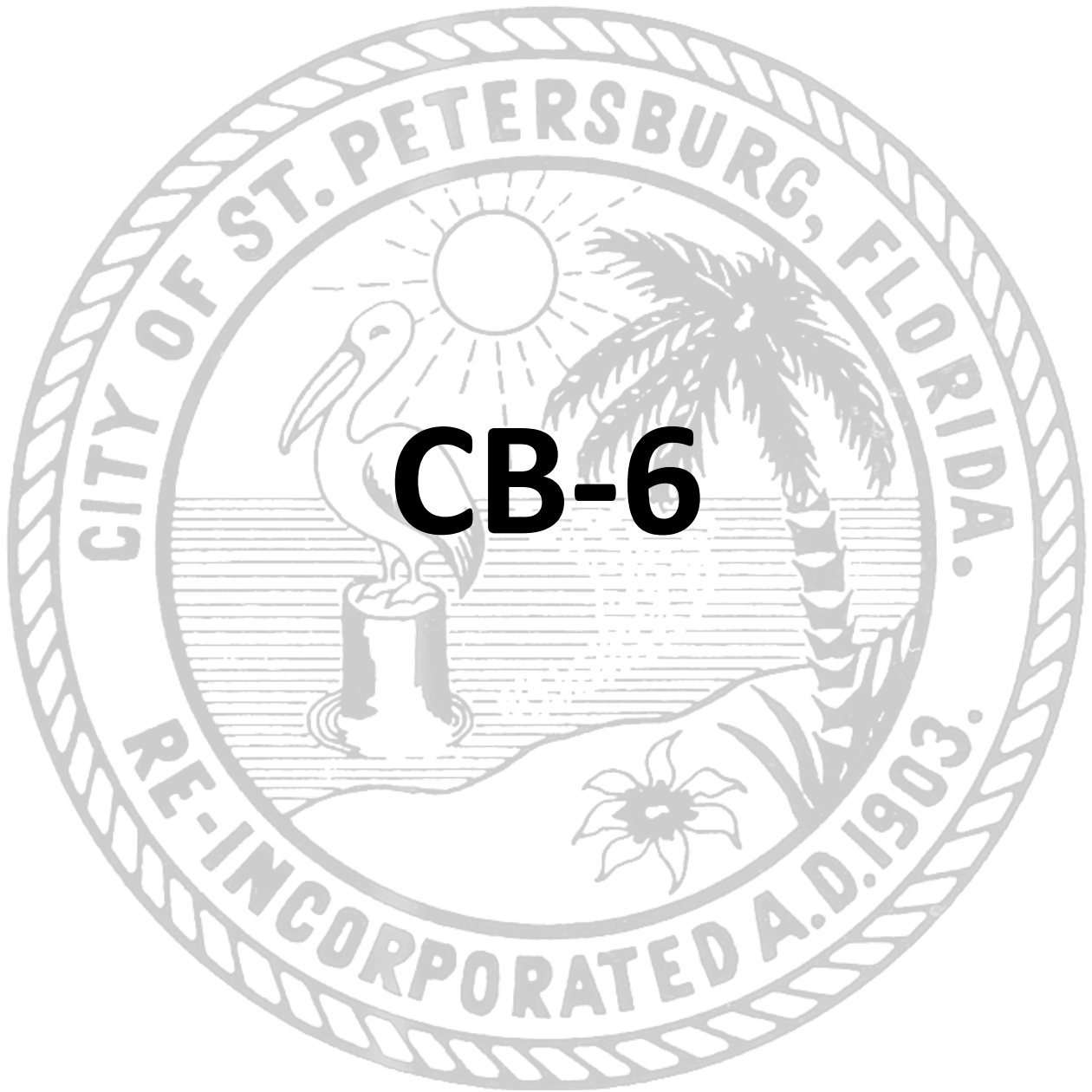


Requested by
Sarah B. Johnson

8/14/2026 8:26:28 AM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 25-02-AECOM/W(A) to the architect/engineering agreement dated November 13, 2025 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (“A/E”) for A/E to provide project management, survey and geotechnical data services, design services for demolition of existing tank, 60%, 90% and final design services, permitting services, and bidding services related to the NWWRF Ground Storage Tank Project in an amount not to exceed \$209,134.49 (ECID Project No. 26174-130; Oracle No. 20145); and providing an effective date.

Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 3, 2026

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 25-02-AECOM/W(A) to the architect/engineering agreement dated November 13, 2025 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (“A/E”) for A/E to provide project management, survey and geotechnical data services, design services for demolition of existing tank, 60%, 90% and final design services, permitting services, and bidding services related to the NWWRF Ground Storage Tank Project in an amount not to exceed \$209,134.49 (ECID Project No. 26174-130; Oracle No. 20145); and providing an effective date.

EXPLANATION: The Northwest Water Reclamation Facility (“NWWRF”) operates several reclaimed water storage tanks including a set of twin 5 MG reject water storage tanks installed in 1979 (47 years ago). One of the tanks is typically kept empty and utilized for emergency storage. This type of operational use of this asset has resulted in excessive fatigue stress due to its cyclic loading and as such has reached its useful life, cannot be reliably repaired, and needs to be replaced.

The City is proactive in the maintenance and operation of its critical wastewater treatment system and will demolish the existing tank and replace it with a new like-kind prestressed concrete ground storage tank with updated materials and construction practices to meet current standards.

This project will be implemented as a design/bid/build process.

On November 13, 2025, the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water projects.

Task Order No. 25-02-AECOM/W(A) in the amount of \$209,134.49 shall provide professional engineering services including but not limited to project management, collection of survey and geotechnical data, design services for demolition and replacement of an existing tank, permitting services, and bidding services. This Task Order includes a \$20,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 25-02-AECOM/W(A) includes the following phases and associated not to exceed costs respectively:

Project Management	\$ 8,943.96
Survey and Geotechnical Data	\$ 51,389.33
Demolition of Existing Tank	\$ 10,131.08
60% Design Services	\$ 33,407.92
90% Design Services	\$ 44,208.88
Final Design Services	\$ 17,964.48
Permitting Services	\$ 7,771.72

Bidding Services	\$ 15,317.12
Allowance	\$ 20,000.00
Total	\$209,134.49

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 25-02-AECOM/W(A) to the architect/engineering agreement dated November 13, 2025 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") for A/E to provide project management, survey and geotechnical data services, design services for demolition of existing tank, 60%, 90% and final design services, permitting services, and bidding services related to the NWWRF Ground Storage Tank Project in an amount not to exceed \$209,134.49 (ECID Project No. 26174-130; Oracle No. 20145); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NW Storage Tank Rehabilitation FY24 Project (20145).

ATTACHMENTS: Resolution
Task Order No. 25-02-AECOM/W(A)

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 25-02-AECOM/W(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED NOVEMBER 13, 2025 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AECOM TECHNICAL SERVICES, INC. ("A/E") FOR A/E TO PROVIDE PROJECT MANAGEMENT, SURVEY AND GEOTECHNICAL DATA SERVICES, DESIGN SERVICES FOR DEMOLITION OF EXISTING TANK, 60%, 90% AND FINAL DESIGN SERVICES, PERMITTING SERVICES AND BIDDING SERVICES RELATED TO THE NWWRF GROUND STORAGE TANK PROJECT IN AN AMOUNT NOT TO EXCEED \$209,134.49 (ECID PROJECT NO. 26174-130; ORACLE NO. 20145); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and AECOM Technical Services, Inc. ("A/E") executed an architect/engineering agreement on November 13, 2025 for A/E to provide professional services on a continuing basis for work of a specified nature as outlined in the agreement related to miscellaneous Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No. 25-02-AECOM/W(A) for A/E to provide project management, survey and geotechnical data services, design services for demolition of existing tank, 60%, 90% and final design services, permitting services and bidding services related to the NWWRF Ground Storage Tank Project in an amount not to exceed \$209,134.49, which amount includes a \$20,000 allowance.

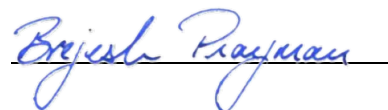
NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 25-02-AECOM/W(A) to the architect/engineering agreement dated November 13, 2025 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") for A/E to provide project management, survey and geotechnical data services, design services for demolition of existing tank, 60%, 90% and final design services, permitting services and bidding services related to the NWWRF Ground Storage Tank Project in an amount not to exceed \$209,134.49.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00911593.docx

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: September 3, 2026

TO: The Honorable Lisset Hanewicz, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: AECOM Technical Services, Inc.
Task Order No. 25-02-AECOM/W(A) in the amount of \$209,134.49

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves collecting survey and geotechnical data, design at 60%, 90%, and final, permitting, and bidding services for the replacement of a 5 MG ground storage tank.

AECOM Technical Services, Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements and is familiar with the City Standards.

AECOM Technical Services, Inc. has significant experience in the design and construction phase activities of ground storage tanks.

This is the second Task Order issued under the 2025 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report for

AECOM Technical Services, Inc.

Miscellaneous Professional Services for Potable Water, Wastewater & Reclaimed Water Projects

A/E Agreement Effective - November 13, 2025

A/E Agreement Expiration - October 31, 2029

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	26181-130	Misc. Tech Support Services	06/12/26	90,488.04
02	26174-130	NWWRF Ground Storage Tank	Pending	
03	26196-130	26th Ave N and 66th St N Sanitary Sewer Repair	Pending	
			Total:	90,488.04

TASK ORDER NO. 25-02-AECOM/W(A)
NWWRF GROUND STORAGE TANK
MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER,
WASTEWATER AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 26174-130

This Task Order No. 25-02-AECOM/W(A) is made and entered into this ____ day of _____, 2026, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated November 13, 2025 ("Agreement") between AECOM Technical Services, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City of St. Petersburg (City) owns, operates and maintains the Northwest Water Reclamation Facility (NWWRF) located at 7500 26th Avenue N. The facility operates several reclaimed water storage tanks including a set of twin 5MG reject water storage tanks installed in 1979. The West tank has reached the end of its useful life, cannot reliably be repaired, and needs to be replaced. The City engaged the original design builder, Crom Corporation, to perform an evaluation of the tank to determine if it could be repaired. Crom indicated that the tank could not be reliably repaired.

The City is proactive in the maintenance and operation of its critical wastewater treatment system and will be replacing the tank. A topographical survey per City specifications, and Geotechnical exploration including the evaluation of the need for a pile foundation and SUE services are part of the project.

The City has requested the A/E provide engineering services for the demolition of the existing tank and design and bidding of a new replacement tank. To accomplish the project objectives, A/E plans to complete the following scope of work:

II. SCOPE OF SERVICES

Task 1 – Project Management

A/E will set up the project within A/E's project management and accounting system to allow work to proceed, conduct a kick-off and coordination meetings, and provide the required additional project management activities, i.e., communication with City staff management, invoicing, and progress reporting as required through the anticipated duration of the added assignment.

Task 2 – Survey and Geotechnical Data

The design survey will include review of previous surveys, establishment of baseline control, reference points, bench levels, topography around the reject storage tank site,

elevations of the existing storage tank foundations, and vertical control information for the establishment of elevations. The topographic survey will include all above-grade utilities. The design survey will meet the City of St. Petersburg survey specifications.

The Geotechnical services subconsultant will review available project information, existing published aerial maps, and USDA soil survey maps for the project area. A site reconnaissance review of existing conditions will be conducted. Staking and marking of proposed locations and existing utilities will then be conducted. Subsurface exploration will include three (3) Standard Penetration Test (SPT) borings up to 80' below ground surface. Ground water levels will be recorded via a temporary piezometer. Test holes will be sealed with grout upon completion. A Geotechnical engineering report based on the subsurface exploration and test results will be submitted. The report will discuss the anticipated short- and long-term settlement of the new tank, potential differential settlement and the need for foundation improvements.

Task 3 – Demolition of Existing Tank

A/E will develop demolition plans for City review and approval. The plans will provide for the safe demolition of the existing 5MG prestressed concrete tank, including walls, dome, diaphragm, foundation, floor and appurtenances. Existing piping, utilities and site infrastructure will be protected. All demolished materials will be disposed of at an approved facility by the selected Contractor. All environmental, safety and disposal regulations will be observed. Demolition work will be coordinated with City staff to minimize any possible operational impacts.

Task 4 – Design Services

Task 4.1 - 60% Design Services

A/E will develop construction plans and specifications for an identical and up to date replacement 5 MG prestressed concrete tank and connections for City review and approval. A/E will develop 60% design submittal. The 60% design submittal will provide plans and specifications, including yard piping, details, survey and geotechnical data. In addition, the 60% submittal will also include a preliminary bid form, and opinion of probable construction cost. The 60% design package will be submitted for review and subsequently a meeting will be held with the City to review comments.

For purposes of this proposal, it is anticipated that a pile foundation will be required to support the new tank, since other existing tanks are pile supported. In addition, it is assumed that new level sensors and valve operators/controls will be required. The effluent and reject valves may need to be replaced and will be replaced as part of this project, if needed.

Task 4.2 – 90% Design Services

From the review of the 60% documents, A/E will develop the 90% design package inclusive of all 60% revised submittals. The 90% design package will be submitted to the City for review and a meeting will be scheduled to review comments. Based on comments received, A/E will advance the design to Final for review.

Task 4.3 – Final Design Services

From the review of the 90% documents, A/E will develop the Final design package inclusive of all 90% revised submittals. The Final design package will be submitted to the City for review and a meeting will be scheduled to review comments. Based on comments received, A/E will finalize the design for bidding purposes.

Task 5 – Permitting Services

A/E will prepare and submit the necessary Florida Department of Environmental Protection (FDEP) permits including construction and Environmental Resource Permit (ERP). An ERP exemption is anticipated. The Contractor is responsible for any other required permits including local, County or State.

A Planning or Zoning permit from the City is not required since the project is the replacement of an existing tank. However, a preliminary plan review meeting with the City's Building Department to confirm the design is required.

Task 6 - Bidding Services

A/E will provide Bidding Phase Services to assist the City in reviewing the bids and determining whether or not the bid cost for the replacement of the tank, prepared by the overall contract low bidder, should be accepted or rejected by the City. If the City decides to reject the bid, any assistance provided by Consultant to obtain a different contractor to perform the tank demolition and construction work would be considered outside the scope of services for this TO. The following will be provided as part of this Task:

- Attendance at Pre-Bid meeting
- Address technical questions submitted by bidders
- Review bids received
- Provide a recommendation for acceptance or rejection of the bid price to the City
- Provide the City with an electronic plan set of Conformed Drawings

III. SCHEDULE

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

Number of Weeks from NTP

Task 1	Project Management	Duration of the Project
Task 2	Survey and Geotech	10
Task 3	Demolition	14
Task 4.1	60% Design Services	20
Task 4.2	90% Design Services	24
Task 4.3	Final Design Services	28
Task 5	Permitting	20
Task 6	Bidding services	Follow City Schedule

IV. A/E'S RESPONSIBILITIES

The A/E will assign a project manager, along with all other required personnel to ensure the proper execution of the project and timely delivery of services and decisions in accordance with the requirements of Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

AECOM will be provided timely access to City staff, and existing documentation relevant to the project including available record drawings and existing information on proposed improvements.

VI. DELIVERABLES

Task 1 - Project Management	Continued project management and coordination, invoicing, attend meetings and collecting minutes
Task 2 – Survey and Geotechnical	Electronic survey and Geotechnical engineering report
Task 3 – Demolition	Demolition plans of existing tank.
Task 4.1 – 60% Design	Electronic copies of 60% design, specifications, bid tab in pdf, opinion of probable construction cost in pdf
Task 4.2 – 90% Design	Electronic copies of 90% design, specifications, bid tab.in pdf
Task 4.3 – Final Design	Electronic copies of Final Design or Bid Set in pdf and the City CADD format, pdf files of technical specifications, Engineer's opinion of probable construction cost and Bid Form
Task 5 - Permitting	Permit applications, responses to RFI's and permits
Task 6 – Bidding services	Responses to Bidders' questions via email. Letter of Recommendation for Bid Award, electronic copy of signed and sealed Conformed Drawings, pdf and CADD as required.

VII. A/E'S COMPENSATION

For Tasks 1 through 6, the City shall compensate the A/E the lump sum amount of \$189,134.49.

This Task Order includes an allowance in the amount of \$20,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **\$209,134.49**, per Appendix A.

VIII. PROJECT TEAM

Prime Consultant - AECOM Technical Services, Inc.:

The project team is as follows.

David Wilcox, PE	VP/Principal
Francisco Bohorquez, PE	Project Manager/Engineering
Mike Coughlin, PE	Structural Engineering
Steve Bazor	Electrical/SCADA Engineering
Rebecca Avalos	Project Engineering
Abby Nodal-Roque	Electrical Project Engineering
Azor Goodwin	Permitting Engineering II
Terry Sonnenberg	Senior Designer
Barbara Larente	Administrative

Subconsultant:

Surveyor: CivilSurv, 2525 Drane Field Rd. Suite 7, Lakeland FL 33811

Geotechnical: MK Strata, 3001 N. Rocky Point Dr. E, Suite 210, Tampa, FL 33607

IX. MISCELLANEOUS

In the event of a conflict between this Task Order 25-02--AECOM/W(A) and the Agreement, the Agreement shall prevail.

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

AECOM TECHNICAL SERVICES, INC
(Company Name)

By: 
(Signature)

David Wilcox AUP
(Printed Name and Title)

Date: 7-6-2026

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahassa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
NWWRF Ground Storage Tank
Project No. 26174-130

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		VP/Principal (QA/QC)	Project Manager	Engineering	Project Engineering	Project Engineering	Engineering II	Senior Designer	Administrative	Total Hours	Labor Cost
Direct Salary		\$ 104.00	\$ 84.00	\$ 78.00	\$ 70.00	\$ 60.00	\$ 47.00	\$ 57.00	\$ 37.00		
Multiplier 2.94		\$ 201.58	\$ 162.81	\$ 151.18	\$ 135.68	\$ 116.30	\$ 91.10	\$ 110.48	\$ 71.72		
Billing Rates ¹		\$ 305.58	\$ 246.81	\$ 229.18	\$ 205.68	\$ 176.30	\$ 138.10	\$ 167.48	\$ 108.72		
TASK											
1	Project Management	2	32						4	38	\$ 8,943.96
2	Survey and Geotechnical Data		8	8				8	2	26	\$ 5,365.20
3	Demolition of Existing Tank		4	8	16			24		52	\$ 10,131.08
4.1	60% Design Services		8	24	40	8		96	2	178	\$ 33,407.92
4.2	90% Design Services		8	80	32	40		60	2	222	\$ 44,208.88
4.3	Final Design Services		8	16	16	12		40	2	94	\$ 17,964.48
5	Permitting Services		4	4			32	8	1	49	\$ 7,771.72
6	Bidding Services		8	16	40			8	1	73	\$ 15,317.12
Totals		2	80	156	144	60	32	244	14	732	\$ 143,110.36

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$8,943.96	\$0.00	\$0.00	\$0.00	\$8,943.96
2	\$5,365.20	\$0.00	\$43,832.50	\$2,191.63	\$51,389.33
3	\$10,131.08	\$0.00	\$0.00	\$0.00	\$10,131.08
4.1	\$33,407.92	\$0.00	\$0.00	\$0.00	\$33,407.92
4.2	\$44,208.88	\$0.00	\$0.00	\$0.00	\$44,208.88
4.3	\$17,964.48	\$0.00	\$0.00	\$0.00	\$17,964.48
5	\$7,771.72	\$0.00	\$0.00	\$0.00	\$7,771.72
6	\$15,317.12	\$0.00	\$0.00	\$0.00	\$15,317.12
Total	\$143,110.36	\$0.00	\$43,832.50	\$2,191.63	\$189,134.49

III. Fee Limit

Lump Sum Cost	\$189,134.49
LS	\$0.00
Allowance ⁴	\$20,000.00
Total:	\$209,134.49

IV. Notes:

1. Multiplier (per contract).
2. Includes expenses for:
3. Includes 5.0% percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



Approvals - gcc

Report • Printed on August 20, 2026

Approved

9/3 Council - AECOM - NWWRF Tank Demo - TO

▼ Attachments



AECOM - NWWRF Tank Demo

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

8/20/2026 10:00:42 AM

BP

Step 1: Approved by

Brejesh Prayman

8/20/2026 9:47:00 AM

SJ

Requested by

Sarah B. Johnson

8/20/2026 9:46:13 AM



Approvals - gcc

Report • Printed on August 20, 2026

Approved

Pre-approval 9/3 Council - AECOM - NWWRF Tank Demo - TO

Edits incorporated

▼ Attachments



AECOM - NWWRF Tank Demo

<https://stpete1-my.sharepoint.com/>

▼ Final status: Approved



Approved by
Claude Tankersley

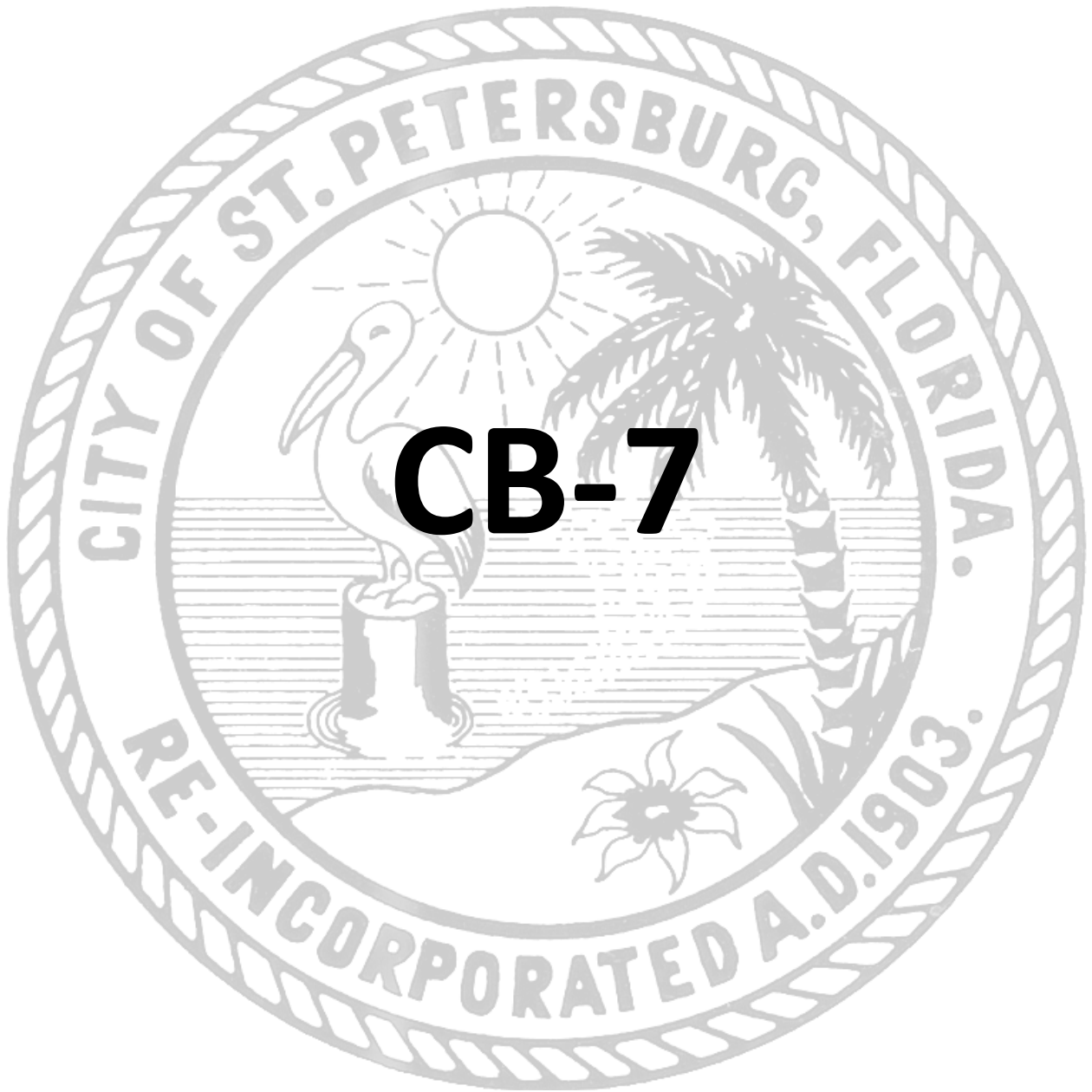
8/20/2026 9:26:45 AM



Requested by
Sarah B. Johnson

8/19/2026 2:58:15 PM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Second Grant Amendment to the Grant Agreement 22SRP72 with the State of Florida Department of Environmental Protection (“FDEP”) Resilient Florida Program (“Program”) dated March 11, 2024, as amended, for the Bartlett Lake Improvements Project to incorporate revised statewide grant compliance language, program requirements, and updated Resilient Florida Program standards; authorizing the City Attorney's Office to make non-substantive changes to the Second Grant Amendment; authorizing the Mayor or his designee to execute the Second Grant Amendment; and providing an effective date. (ECID Project No. 20066-110; Oracle No. 18593)
Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 3, 2026

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

SUBJECT: A Resolution approving the Second Grant Amendment to the Grant Agreement 22SRP72 with the State of Florida Department of Environmental Protection (“FDEP”) Resilient Florida Program (“Program”) dated March 11, 2024, as amended, for the Bartlett Lake Improvements Project to incorporate revised statewide grant compliance language, program requirements, and updated Resilient Florida Program standards; authorizing the City Attorney's Office to make non-substantive changes to the Second Grant Amendment; authorizing the Mayor or his designee to execute the Second Grant Amendment; and providing an effective date. (ECID Project No. 20066-110; Oracle No. 18593)

EXPLANATION: The City of St. Petersburg was awarded \$1,500,000 in grant funding from the FDEP Resilient Florida Program for the City of St. Petersburg Bartlett Lake Improvements Project in March, 2024. This Second Amendment (“Amendment No. 2”) to the Agreement seeks to incorporate revised statewide grant compliance language, program requirements, and updated Resilient Florida Program standards. This Second Grant Amendment is not seeking a change in dollar amounts.

On March 11, 2024, the City of St. Petersburg, FL entered into the Grant Agreement 22SRP72 with the Department of Environmental Protection (“FDEP”) Resilient Florida Program for \$1,500,000 in grant funding for the Bartlett Lake Improvements Project.

FDEP updated their standard terms and conditions of which, on January 14, 2025, the City of St. Petersburg, FL amended the Grant Agreement 22SRP72 with the Department of Environmental Protection (“FDEP”) Resilient Florida Program for the Bartlett Lake Improvements Project (“Amendment No. 1”) to update the terms and conditions to include Performance Measures and Consequences for Non- Performance in the Grant Work Plan among other Program Updates.

Amendment No. 2 will revise the Grant Agreement to comply with updated FDEP Resilient Program Terms to allow for reimbursement of grant management activities for the Bartlett Lake Improvements Project.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to approve the Second Grant Amendment to the Grant Agreement 22SRP72 with the State of Florida Department of Environmental Protection (“FDEP”) Resilient Florida Program (“Program”) dated March 11, 2024, as amended, for the Bartlett Lake Improvements Project to incorporate revised statewide grant compliance language, program requirements, and updated Resilient Florida Program standards; authorizing the City Attorney's Office to make non-substantive changes to the Second Grant Amendment; authorizing the Mayor or his designee to execute the Second Grant Amendment; and providing an effective date. (ECID Project No. 20066-110; Oracle No. 18593)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), Bartlett Lake Stormwater Drainage Improvements Project (18593).

ATTACHMENTS: Resolution
Grant Amendment No. 2 with Attachments

RESOLUTION NO. 2026-_____

A RESOLUTION APPROVING THE SECOND GRANT AMENDMENT TO THE GRANT AGREEMENT 22SRP72 WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“FDEP”) RESILIENT FLORIDA PROGRAM (“PROGRAM”) DATED MARCH 11TH, 2024, AS AMENDED, FOR THE BARTLETT LAKE IMPROVEMENTS PROJECT TO INCORPORATE REVISED STATEWIDE GRANT COMPLIANCE LANGUAGE, PROGRAM REQUIREMENTS, AND UPDATED RESILIENT FLORIDA PROGRAM STANDARDS; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE SECOND GRANT AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND GRANT AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2024 the City entered into an agreement (“Grant Agreement”) with the State of Florida Department of Environmental Protection (“FDEP”) for the Resilient Florida Program (“Program”); and

WHEREAS, on January 14, 2025, the City amended the Grant Agreement to update the Performance Measures and Consequences for Non-Performance in the Grant Work Plan among other Program Updates; and

WHEREAS, the City has requested an extension of the Grant Agreement due to additional time needed to finalize designs and permits and FDEP has agreed to change the date of expiration to June 30, 2027; and

WHEREAS, the FDEP has requested an update to the Performance Measures and Consequences for Non-Performance in Attachment 3, Grant Work Plan; and

WHEREAS, FDEP has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, and Exhibit H following updates from the Office of the General Counsel of Resilient Florida Program;

WHEREAS, the City and FDEP now desire to enter into a second grant amendment to memorialize these changes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second grant amendment to the grant agreement 22SRP72 with the State of Florida Department of Environmental Protection (“FDEP”) Resilient Florida Program (“Program”) dated March 11th, 2024, as amended, for the Bartlett Lake Improvements Project to incorporate revised statewide grant compliance language, program requirements, and updated resilient Florida program standards is hereby approved; and

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Second Grant Amendment; and

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Sarah Tucker
00907999

DEPARTMENT:

Brish Rayman

**AMENDMENT NO. 2
TO AGREEMENT NO. 22SRP72
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF ST. PETERSBURG**

This Amendment to Agreement No. 22SRP72, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of St. Petersburg, P.O. Box 2842, St. Petersburg, Florida 33731-2842 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of St. Petersburg Bartlett Lake Improvements effective March 11, 2024; and,

WHEREAS, the Grantee has requested a revision to the Grant Work Plan and a reallocation of the budget for the Project; and,

WHEREAS, the parties have agreed to add a new task to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5 and Attachment 6, following updates from the Office of the General Counsel and Resilient Florida Program.

NOW THEREFORE, the parties agree as follows:

- 1) Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.
- 2) Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.
- 3) Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
- 4) Attachment 5-A, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-B, Second Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5-A shall hereinafter refer to Attachment 5-B, Second Revised Special Audit Requirements.
- 5) Attachment 6-A, Revised Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-B, Second Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6-A shall hereinafter refer to Attachment 6-B, Second Revised Program Specific Requirements.
- 6) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

City of St. Petersburg

**Florida Department of
Environmental Protection**

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (3 pages)
Attachment	5-B	Second Revised Special Audit Requirements (6 pages)
Attachment	6-B	Second Revised Program Specific Requirements (3 pages)

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-B

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

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.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1-B

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Terms and Conditions
AGREEMENT NO. 22SRP72**

ATTACHMENT 2-B

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of St. Petersburg Bartlett Lake Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,500,000.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common

carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 22SRP72**

ATTACHMENT 3-B

PROJECT TITLE: City of St. Petersburg Bartlett Lake Improvements

PROJECT LOCATION: The Project is located in the City of St. Petersburg within Pinellas County, Florida.

PROJECT DESCRIPTION:

The City of St. Petersburg (Grantee) will conduct the City of St. Petersburg Bartlett Lake Improvements (Project) to remove years of built-up sedimentation within Bartlett Lake, which is an approximately 3.2 acre section of Salt Creek that discharges into Tampa Bay. The Project consists of dredging approximately 23,000 cubic yards of sediment from the lake to a maximum allowable depth of 5 feet below mean low water elevation. This will increase the storage volume capacity of the lake and allow for longer stormwater retention time and nutrient removal through infiltration thus improving the water quality within the lake. Water quality monitoring and sediment analysis will be performed. Community engagement and education will be conducted through social marketing, lake clean-ups, and various educational outreach events.

TASKS AND DELIVERABLES:

Task 1: Grant Administration

Description: The Grantee will perform grant administration, to include overall management of project activities, coordination of schedules, preparation and completion of project updates and reports, maintenance of project records, preparation and submission of reimbursement requests, budget modifications, and grant closeout activities.

Deliverables: The Grantee will provide the following:

- **1.1:** Grant management report(s) signed by the Grantee's Grant Manager. The report must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
 - A summary of grant administration activities; and
 - A list of any reports or documents created.

Task 2: Construction

Description: The Grantee will construct the St. Petersburg Bartlett Lake Improvements in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer;
- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **2.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. When the Grantee has been reimbursed for 85% of the Total Task Amount, no further reimbursement will be issued for this Task based solely on the Project Administration and Management Report deliverable(s). The report(s) must clearly document the work performed during the performance period and include all of the following applicable items:
 - A summary of project activities and site inspection(s);
 - Meeting minutes to all attended meetings;
 - Field notes; and
 - Project photos.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Grant Administration	Contractual Services	\$90,000	\$90,000	\$180,000	7/1/2022	3/31/2027
2	Construction	Contractual Services	\$1,410,000	\$1,410,000	\$2,820,000	7/1/2022	3/31/2027
Total:			\$1,500,000	\$1,500,000	\$3,000,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-B

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-B

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5-B

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22.23	37.098	Resilient Florida Programs	\$1,500,000.00 140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$1,500,000.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6-B

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.
3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.
4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>, and raw data sources shall be defined within the associated metadata.
10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.



Approvals - gcc

Report • Printed on August 20, 2026

Approved

9/3 Council - FDEP Grant Amendment 2

▼ Attachments



FDEP Grant Amendment 2 - Fli

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

8/20/2026 10:00:10 AM

BP

Step 1: Approved by

Brejesh Prayman

8/20/2026 9:46:54 AM

SJ

Requested by

Sarah B. Johnson

8/20/2026 9:46:45 AM



Approvals - gcc

Report • Printed on August 19, 2026

Approved

Pre-approval 9/3 Council - FDEP Grant Amendment 2

PM - Julie Vogel

▼ Attachments



FDEP Grant Amendment 2 - Cc

<https://stpete1-my.sharepoint.com/>

▼ Final status: Approved



Approved by
Claude Tankersley

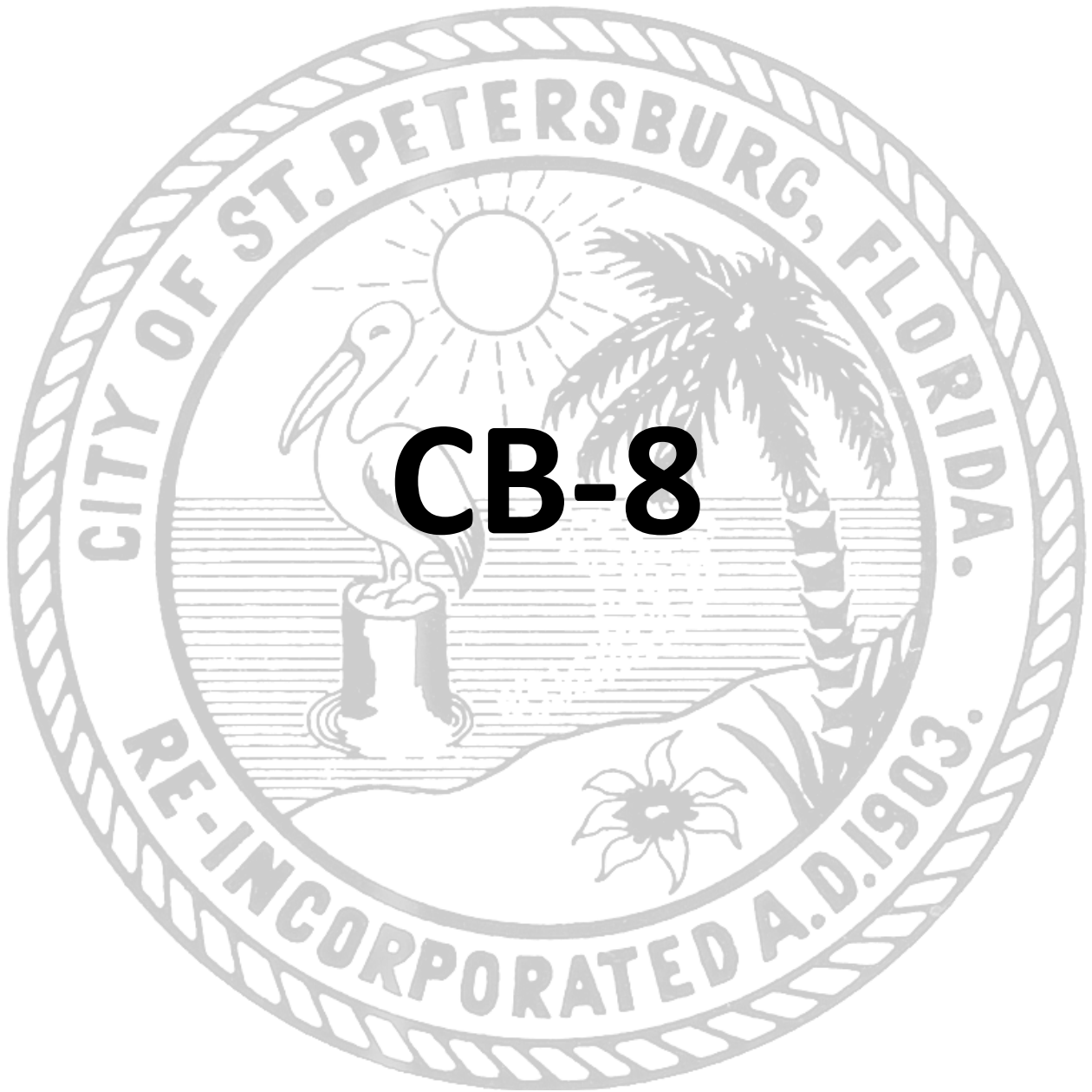
8/18/2026 3:52:42 PM



Requested by
Sarah B. Johnson

8/14/2026 8:27:52 AM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-16-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. to reduce funding in task number 9 in the amount of \$24,756, increase the allowance in the amount of \$24,756 and update the appendices attached to the Task Order for the FY27 Stormwater Utility Rate Study Program; and providing an effective date. (ECID Project No. 26146-130)
Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 3, 2026

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-16-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. to reduce funding in task number 9 in the amount of \$24,756, increase the allowance in the amount of \$24,756 and update the appendices attached to the Task Order for the FY27 Stormwater Utility Rate Study Program; and providing an effective date. (ECID Project No. 26146-130)

EXPLANATION: On April 13, 2023, the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. (“Consultant”) entered into a professional services agreement for the Consultant to provide miscellaneous professional services for Rate Study and Financial Feasibility Projects.

On January 8, 2026, the City Council approved Task Order No. 23-16-SCS/RSFF in the amount of \$118,520 for Consultant to provide consulting services related to the FY27 Stormwater Utility Rate Study Program. This included the comprehensive annual utility rate studies that have been performed between Stantec and the City since 2006, additionally including:

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

Amendment No. 1 to Task Order No. 23-16-SCS/RSFF modifies the scope of services for the Consultant to reduce the funding in Task 9 - Mid-Year Rate Adjustment Support (FY27) and move that funding to the Allowance. The First Amendment will include the following modification of tasks described herein:

- Mid-Year Rate Adjustment Support (During FY 2027)
 - Reduce funding from the original amount of \$24,756 to \$0.00 in Task 9 - Mid-Year Rate Adjustment Support (FY27).
- Allowance
 - Increase the Allowance from \$0.00 to \$24,756 to include the amount of \$24,756 which was previously allocated to Task 9.

This Amendment will provide for reallocation of unused funds and results in no net increase in the original Task Order approved not to exceed amount of \$118,520 for the FY27 Stormwater Utility Rate Study Program.

RECOMMENDATION: Administration recommends approval of the attached resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-16-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. to reduce funding in task number 9 in the amount of \$24,756, increase

the allowance in the amount of \$24,756 and update the appendices attached to the Task Order for the FY27 Stormwater Utility Rate Study Program; and providing an effective date. (ECID Project No. 26146-130)

COST/FUNDING/ASSESSMENT INFORMATION: Funds for the FY27 Stormwater Rate Study Program have been previously appropriated in the Stormwater Utility Operating Fund (4011), Stormwater, Pavement, and Traffic Operations Department, Stormwater Administration Division (400.1293).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 23-16-SCS/RSFF

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 23-16-SCS/RSFF (“TASK ORDER”) TO THE PROFESSIONAL SERVICES AGREEMENT DATED APRIL 13, 2023 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND STANTEC CONSULTING SERVICES, INC. TO REDUCE FUNDING IN TASK NUMBER 9 IN THE AMOUNT OF \$24,756, INCREASE THE ALLOWANCE IN THE AMOUNT OF \$24,756 AND UPDATE THE APPENDICES ATTACHED TO THE TASK ORDER FOR THE FY27 STORMWATER UTILITY RATE STUDY PROGRAM; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 26146-130)

WHEREAS, the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. (“Consultant”) executed a professional services agreement on April 13, 2023 for consultant to provide miscellaneous rate study and financial feasibility services; and

WHEREAS, on January 8, 2026, City Council approved Task Order No. 23-16-SCS/RSFF (“Task Order”) for Consultant to provide revenue sufficiency analysis, a cost of service analysis, a multi-year financial management plan and utility bond calculation support for the FY27 Stormwater Utility Rate Study Program (“Project”) in an amount not to exceed \$118,520; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order to reduce funding in task number 9 in the amount of \$24,756, increase the allowance in the amount of \$24,756 and update the appendices attached to the Task Order for this Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg that the Mayor or his designee is authorized to execute Amendment No. 1 to Task Order No. 23-16-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. to reduce funding in task number 9 in the amount of \$24,756, increase the allowance in the amount of \$24,756 and update the appendices attached to this Task Order for the FY27 Stormwater Utility Rate Study Program.

This resolution shall become effective immediately upon its adoption.

LEGAL:


00911691.docx

DEPARTMENT:



AMENDMENT NO. 1 TO TASK ORDER NO. 23-16-SCS/RSFF(S)
FY27 STORMWATER UTILITY RATE STUDY
MISCELLANEOUS PROFESSIONAL SERVICES FOR
RATE STUDY AND FINANCIAL FEASIBILITY SERVICES
CITY PROJECT NO. 26146-130

This Amendment No. 1 to Task Order No. 23-16-SCS/RSFF(S) is made and entered into this _____ day of _____, 2026, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR RATE STUDY AND FINANCIAL FEASIBILITY SERVICES dated April 13, 2023 (“Agreement”) between Stantec Consulting Services Inc. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

A/E is to complete the scope of work detailed in Section II on original Task Order 23-16-SCS/RSFF(S) for Rate Study and Financial Services. Additional tasks to be amended to this work are detailed in section II herein as authorized pursuant to the Agreement.

II. SCOPE OF SERVICES

Task 9 – Mid-Year Rate Adjustment Support (During FY2027)

The City intends to present a public referendum on the November 2026 ballot for a general obligation measure that would provide all or partial funding for the SPAR program. As the results of that ballot will be unknown by the time FY 2027 begins (October 1, 2026), this task includes the preparation of additional analyses and support for the development of additional mid-year rate adjustments. Specifically, this task would entail modeling rate increase options considering the result of the ballot measure, preparing an updated Preliminary Results an Assumptions workbook, an interactive worksession with Administration to review scenarios/options to consider, a meeting with Mayor, 1-1’s with Council, and additional BF&T presentation, a Council Report, a first reading, a public hearing. Attendant with this task are updates to presentation materials in support of these meetings and a technical memorandum or rate study report addendum documenting the results and recommendations.

III. SCHEDULE

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

Number of Days from NTP

Task 9 – Mid-Year Rate Adjustment Support

10

IV. A/E'S RESPONSIBILITIES

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

V. CITY'S RESPONSIBILITIES

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

VI. DELIVERABLES

Task 9 – An updated Preliminary Results an Assumptions workbook (PDF, electronically)

- Screen capture summaries from the FAMS model will be provided for up to 5 specific scenarios as requested by City staff (PDF, electronically)
- Interactive Work Session Summary (PDF, electronically)
- City Administration Work Session Summary (2) (PDF, electronically)
- Presentation materials for Meeting with Mayor and 1-on-1 Meetings with Council (various, electronically)
- Presentation materials for two BF&T Meetings (PowerPoint, electronically)
- Presentation materials for one Council Report (PowerPoint, electronically)
- Presentation materials for the first reading and public hearing (PowerPoint, electronically)
- Draft Technical Memorandum or Report Addendum (Word, electronically)
- Final Technical Memorandum or Report Addendum (PDF, electronically)
- Finaly Technical Memorandum or Report Addendum (six (6) paper copies)

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of \$118,520 under the original Task Order for Tasks 1 through 9.

Amendment No. 1 to the Task Order establishes a movement of funding from Task 9 in the amount of \$24,756 to the Allowance. This movement of these funds from Task 9 creates a new Allowance amount of **\$24,756** for potential additional services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order. (The total combined amount of the unauthorized Allowance is \$24,756.)

The total Task Order amount including Amendment No. 1 shall not exceed \$118,520.

VIII. PROJECT TEAM

Services will be provided by A/E employees.

IX. MISCELLANEOUS

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

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

(Company Name)

By: _____
(Signature)

(Printed Name and Title)

Date: _____

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

ATTACHMENT 1 to APPENDIX A
Work Task Breakdown
City of St. Petersburg
Water Resources Utility Rate Study FY 2027

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Director	Principal	Senior Manager	Financial Analyst	Data Analyst	Admin	Total Hours	Labor Cost
	Direct Salary	\$ 132.42	\$ 97.11	\$ 88.28	\$ 58.40	\$ 45.84	\$ 35.31		
	Multiplier 2.9452	\$ 257.58	\$ 188.89	\$ 171.72	\$ 113.60	\$ 89.16	\$ 68.69		
	Billing Rates ¹	\$ 390.00	\$ 286.00	\$ 260.00	\$ 172.00	\$ 135.00	\$ 104.00		
TASK									
1	Project Initiation & Data Collection	2	2	4	4	8	2	22	\$ 4,368.00
2	Project Management & Support Services	2	2	24	4	6	2	40	\$ 9,298.00
3	Develop Multi-Year Financial Management Plan	12	12	24	60	20	0	128	\$ 27,372.00
4	SPAR Funding Analysis Support	12	4	24	16	4	0	60	\$ 15,356.00
5	Bond Program Support	6	10	16	12	6	0	50	\$ 12,234.00
6	Present Findings to Mayor and Council Members	8	4	16	6	0	0	34	\$ 9,456.00
7	Presents Results & Recommendations	8	2	16	4	0	0	30	\$ 8,540.00
8	Prepare Final Report	1	3	8	12	4	2	30	\$ 6,140.00
9	Mid-Year Rate Adjustment Support (FY27)	0	0	0	0	0	0	0	\$ -
Totals		51	39	132	118	48	6	394	\$ 92,764.00

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$4,368.00	\$0.00	\$0.00	\$0.00	\$4,368.00
2	\$9,298.00	\$0.00	\$0.00	\$0.00	\$9,298.00
3	\$27,372.00	\$0.00	\$0.00	\$0.00	\$27,372.00
4	\$15,356.00	\$0.00	\$0.00	\$0.00	\$15,356.00
5	\$12,234.00	\$0.00	\$0.00	\$0.00	\$12,234.00
6	\$9,456.00	\$0.00	\$0.00	\$0.00	\$9,456.00
7	\$8,540.00	\$1,000.00	\$0.00	\$0.00	\$9,540.00
8	\$6,140.00	\$0.00	\$0.00	\$0.00	\$6,140.00
9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$92,764.00	\$1,000.00	\$0.00	\$0.00	\$93,764.00

III. Fee Limit

Lump Sum Cost	\$93,764.00
Allowance⁴	\$24,756.00
Total:	\$118,520.00

IV. Notes:

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



Approvals - gcc

Report • Printed on August 20, 2026

Approved

9/3 Council - Stantec - Utility Rate - TOAs - Stormwater

▼ Attachments



Stantec - Utility Rate - Stormw

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

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

8/20/2026 10:54:17 AM

BP

Step 1: Approved by

Brejesh Prayman

8/20/2026 10:31:59 AM

SJ

Requested by

Sarah B. Johnson

8/20/2026 9:47:39 AM



Approvals - gcc

Report • Printed on August 19, 2026

Approved

Pre-approval 9/3 Council - Stantec - Utility Rate - TOAs

PM - Lance Stanford

▼ Attachments



Stantec - Utility Rate - Water TOA - Cor
<https://stpete1-my.sharepoint.com/:w:/g/perso>



Stantec - Utility Rate - Stormwater TOA
<https://stpete1-my.sharepoint.com/:w:/g/perso>

▼ Final status: Approved



Approved by
Claude Tankersley

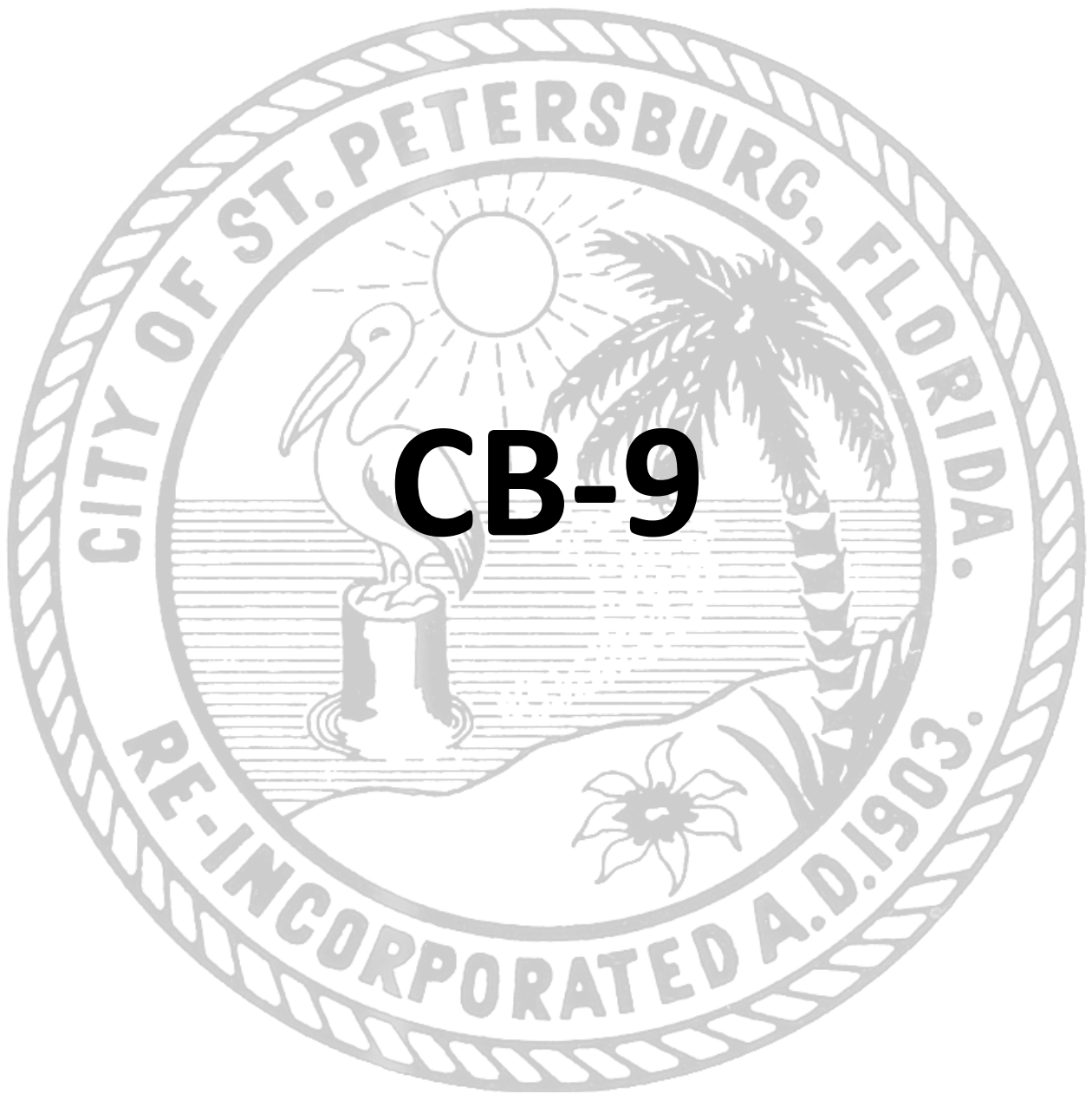
8/18/2026 3:53:57 PM



Requested by
Sarah B. Johnson

8/14/2026 8:28:38 AM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-15-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. to reduce funding in task number 15 in the amount of \$35,816, increase the allowance in the amount of \$35,816 and update the appendices attached to this Task Order for the FY27 Water Resources Utility Rate Study Program; and providing an effective date. (ECID Project No. 26145-130)
Please scroll down to view the backup material.



CB-9

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 3, 2026

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-15-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. to reduce funding in task number 15 in the amount of \$35,816, increase the allowance in the amount of \$35,816 and update the appendices attached to this Task Order for the FY27 Water Resources Utility Rate Study Program; and providing an effective date. (ECID Project No. 26145-130)

EXPLANATION: On April 13, 2023, the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. (“Consultant”) entered into a professional services agreement for the Consultant to provide miscellaneous professional services for Rate Study and Financial Feasibility Projects.

On January 8, 2026, City Council approved Task Order No. 23-15-SCS/RSFF in the amount of \$296,813.40 for Stantec to provide consulting services related to the FY27 Water Resources Utility Rate Study Program. This included the comprehensive annual utility rate studies that have been performed between Stantec and the City since 2006, additionally including:

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

Amendment No 1 to Task Order No. 23-15-SCS/RSFF modifies the scope of services for the Consultant to reduce the funding in Task 15 - Mid-Year Rate Adjustment Support (During FY2027) and move that funding to the Allowance. The First Amendment will include the following modification of tasks described herein:

- Mid-Year Rate Adjustment Support (During FY 2027)
 - Reduce funding from the original amount of \$35,816 to \$0.00 in Task 15 - Mid-Year Rate Adjustment Support (During FY2027).
- Allowance
 - Increase the Allowance from \$25,000 to \$60,816 to include the amount of \$35,816 which was previously allocated to Task 15.

This Amendment will provide for reallocation of unused funds and results in no net increase in the original Task Order approved not to exceed amount of \$296,813.40 for the FY27 Water Resources Utility Rate Study Program.

RECOMMENDATION: Administration recommends approval of the attached resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-15-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. to reduce funding in task number 15 in the amount of \$35,816, increase the allowance in the amount of \$35,816 and update the appendices attached to this Task Order for the FY27 Water Resources Utility Rate Study Program; and providing an effective date. (ECID Project No. 26145-130)

COST/FUNDING/ASSESSMENT INFORMATION: Funds for the FY27 Water Resources Rate Study Program have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Water Resources Administration Division (420.2045).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 23-15-SCS/RSFF

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 23-15-SCS/RSFF (“TASK ORDER”) TO THE PROFESSIONAL SERVICES AGREEMENT DATED APRIL 13, 2023 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND STANTEC CONSULTING SERVICES, INC. TO REDUCE FUNDING IN TASK NUMBER 15 IN THE AMOUNT OF \$35,816, INCREASE THE ALLOWANCE IN THE AMOUNT OF \$35,816 AND UPDATE THE APPENDICES ATTACHED TO THIS TASK ORDER FOR THE FY27 WATER RESOURCES UTILITY RATE STUDY PROGRAM; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 26145-130)

WHEREAS, the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. (“Consultant”) executed a professional services agreement on April 13, 2023 for Consultant to provide miscellaneous rate study and financial feasibility services; and

WHEREAS, on January 8, 2026, City Council approved Task Order No. 23-15-SCS/RSFF (“Task Order”) for Consultant to provide revenue sufficiency analysis, a cost of service analysis, a multi-year financial management plan, utility bond calculation support and a St. Pete Beach true-up analysis for the FY27 Water Resources Utility Rate Study Program (“Project”) in an amount not to exceed \$296,813.40; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order to reduce funding in task number 15 in the amount of \$35,816, increase the allowance in the amount of \$35,816 and update the appendices attached to the Task Order for this Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg that the Mayor or his designee is authorized to execute Amendment No. 1 to Task Order No. 23-15-SCS/RSFF (“Task Order”) to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. to reduce funding in task number 15 in the amount of \$35,816, increase the allowance in the amount of \$35,816 and update the appendices attached to this Task Order for the FY27 Water Resources Utility Rate Study Program.

This resolution shall become effective immediately upon its adoption.

LEGAL:


00911692.docx

DEPARTMENT:



AMENDMENT NO. 1 TO TASK ORDER NO. 23-15-SCS/RSFF(S)
FY27 WATER RESOURCES UTILITY RATE STUDY
MISCELLANEOUS PROFESSIONAL SERVICES FOR
RATE STUDY AND FINANCIAL FEASIBILITY SERVICES
CITY PROJECT NO. 26145-130

This Amendment No. 1 to Task Order No. 23-15-SCS/RSFF(S) is made and entered into this _____ day of _____, 2026, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR RATE STUDY AND FINANCIAL FEASIBILITY SERVICES dated April 13, 2023 (“Agreement”) between Stantec Consulting Services Inc. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

A/E is to complete the scope of work detailed in Section II on the original Task Order 23-15-SCS/RSFF(S) for Rate Study and Financial Services. Additional tasks to be amended to this work are detailed in Section II herein as authorized pursuant to the Agreement.

II. SCOPE OF SERVICES

Task 15 – Mid-Year Rate Adjustment Support (During FY2027)

The City intends to present a public referendum on the November 2026 ballot for a general obligation measure that would provide all or partial funding for the SPAR program. As the results of that ballot will be unknown by the time FY 2027 begins (October 1, 2026), this task includes the preparation of additional analyses and support for the development of additional mid-year rate adjustments. Specifically, this task would entail modeling rate increase options considering the result of the ballot measure, preparing an updated Preliminary Results an Assumptions workbook, an interactive work session with Administration to review scenarios/options to consider, a meeting with Mayor, 1-1’s with Council, and additional BF&T presentation, a Council Report, a first reading, a public hearing. Attendant with this task are updates to presentation materials in support of these meetings and a technical memorandum or rate study report addendum documenting the results and recommendations.

III. SCHEDULE

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

Number of Days from NTP

Task 15 – Mid-Year Rate Adjustment Support

10

IV. A/E'S RESPONSIBILITIES

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

V. CITY'S RESPONSIBILITIES

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

VI. DELIVERABLES

Task 15 – An updated Preliminary Results an Assumptions workbook (PDF, electronically)

- Screen capture summaries from the FAMS model will be provided for up to 5 specific scenarios as requested by City staff (PDF, electronically)
- Interactive Work Session Summary (PDF, electronically)
- City Administration Work Session Summary (2) (PDF, electronically)
- Presentation materials for Meeting with Mayor and 1-on-1 Meetings with Council (various, electronically)
- Presentation materials for two BF&T Meetings (PowerPoint, electronically)
- Presentation materials for one Council Report (PowerPoint, electronically)
- Presentation materials for the first reading and public hearing (PowerPoint, electronically)
- Draft Technical Memorandum or Report Addendum (Word, electronically)
- Final Technical Memorandum or Report Addendum (PDF, electronically)
- Finaly Technical Memorandum or Report Addendum (six (6) paper copies)

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of \$271,813.40 under the original Task Order for Tasks 1 through 15. (A separate additional Allowance of \$25,000 was not authorized).

Amendment No. 1 to the Task Order establishes a movement of funding from Task 15 in the amount of \$35,816 to the Allowance. This movement of these funds from Task 15 creates a new Allowance amount of **\$60,816** for potential additional services.

Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order. (The total combined amount of the unauthorized Allowance is \$60,816.)

The total Task Order amount including Amendment No. 1 shall not exceed \$296,813.40.

VIII. PROJECT TEAM

Services will be provided by A/E employees.

IX. MISCELLANEOUS

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

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

(Company Name)

By: _____
(Signature)

(Printed Name and Title)

Date: _____

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

ATTACHMENT 1 TO APPENDIX A
Work Task Breakdown
City of St. Petersburg
FY27 Water Resources Utility rate Study
Project No. 26145-130

Direct Labor Rates Classifications		Director	Principal	Senior Manager	Financial Analyst	Data Analyst	Admin	Total Hours	Labor Cost
Direct Salary		\$ 132.42	\$ 97.11	\$ 88.28	\$ 58.40	\$ 45.84	\$ 35.31		
Multiplier 2.9452		\$ 257.58	\$ 188.89	\$ 171.72	\$ 113.60	\$ 89.16	\$ 68.69		
Billing Rates ¹		\$ 390.00	\$ 286.00	\$ 260.00	\$ 172.00	\$ 135.00	\$ 104.00		
TASK									
1	Project Initiation & Data Collection	3	3	8	8	16	2	40	\$ 7,852.00
2	Project Management & Support Services	3	3	36	6	9	3	60	\$ 13,947.00
3	Commercial Wastewater Rate Analysis	4	18	14	20	4	0	50	\$ 11,468.00
4	Capacity Fee Analysis and Support	8	12	24	40	16	0	100	\$ 21,832.00
5	Private Dedicated Fire Line Charge Updates	2	2	6	8	8	0	26	\$ 5,368.00
6	Develop Multi-Year Financial Management Plan	20	20	45	80	40	0	205	\$ 44,380.00
7	SPAR Funding Analysis Support	12	4	24	16	4	0	60	\$ 15,356.00
8	Conduct Cost of Service Analysis & Calculate Wholesale Rates	4	6	24	40	6	0	80	\$ 17,206.00
9	Perform St. Pete Beach True-up Calculation	1	8	10	20	4	1	44	\$ 9,362.00
10	Utility Rates Affordability Analysis	4	4	8	16	8	0	40	\$ 8,616.00
11	Bond Program Support	6	10	16	12	6	0	50	\$ 12,234.00
12	Present Findings to Mayor and Council Members	12	8	24	12	0	0	56	\$ 15,272.00
13	Presents Results & Recommendations	12	4	24	8	0	0	48	\$ 13,440.00
14	Prepare Final Report	3	8	24	36	16	6	93	\$ 18,674.00
15	Mid-Year Rate Adjustment Support (FY27)	0	0	0	0	0	0	0	\$ -
Totals		94	100	287	322	137	12	952	\$ 215,007.00

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$7,852.00	\$0.00	\$0.00	\$0.00	\$7,852.00
2	\$13,947.00	\$0.00	\$0.00	\$0.00	\$13,947.00
3	\$11,468.00	\$0.00	\$0.00	\$0.00	\$11,468.00
4	\$21,832.00	\$0.00	\$0.00	\$0.00	\$21,832.00
5	\$5,368.00	\$0.00	\$0.00	\$0.00	\$5,368.00
6	\$44,380.00	\$0.00	\$0.00	\$0.00	\$44,380.00
7	\$15,356.00	\$0.00	\$0.00	\$0.00	\$15,356.00
8	\$17,206.00	\$0.00	\$0.00	\$0.00	\$17,206.00
9	\$9,362.00	\$0.00	\$17,264.00	\$1,726.40	\$28,352.40
10	\$8,616.00	\$0.00	\$0.00	\$0.00	\$8,616.00
11	\$12,234.00	\$0.00	\$0.00	\$0.00	\$12,234.00
12	\$15,272.00	\$0.00	\$0.00	\$0.00	\$15,272.00
13	\$13,440.00	\$2,000.00	\$0.00	\$0.00	\$15,440.00
14	\$18,674.00	\$0.00	\$0.00	\$0.00	\$18,674.00
15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$215,007.00	\$2,000.00	\$17,264.00	\$1,726.40	\$235,997.40

III. Fee Limit

Lump Sum Cost	\$235,997.40
Allowance⁴	\$60,816.00
Total:	\$296,813.40

IV. Notes:

- Rates and Multiplier per contract.
- Includes expenses for:
- Includes XX percent markup of SUBCONSULTANT (per contract).
- Allowance to be used only upon City's written authorization.



Approvals - gcc

Report • Printed on August 20, 2026

Approved

9/3 Council - Stantec - Utility Rate - TOAs - Water

▼ Attachments



Stantec - Utility Rate - Water T

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

8/20/2026 10:55:07 AM

BP

Step 1: Approved by

Brejesh Prayman

8/20/2026 10:31:52 AM

SJ

Requested by

Sarah B. Johnson

8/20/2026 9:48:06 AM



Approvals - gcc

Report • Printed on August 19, 2026

Approved

Pre-approval 9/3 Council - Stantec - Utility Rate - TOAs

PM - Lance Stanford

▼ Attachments



Stantec - Utility Rate - Water TOA - Cor
<https://stpete1-my.sharepoint.com/:w:/g/perso>



Stantec - Utility Rate - Stormwater TOA
<https://stpete1-my.sharepoint.com/:w:/g/perso>

▼ Final status: Approved



Approved by
Claude Tankersley

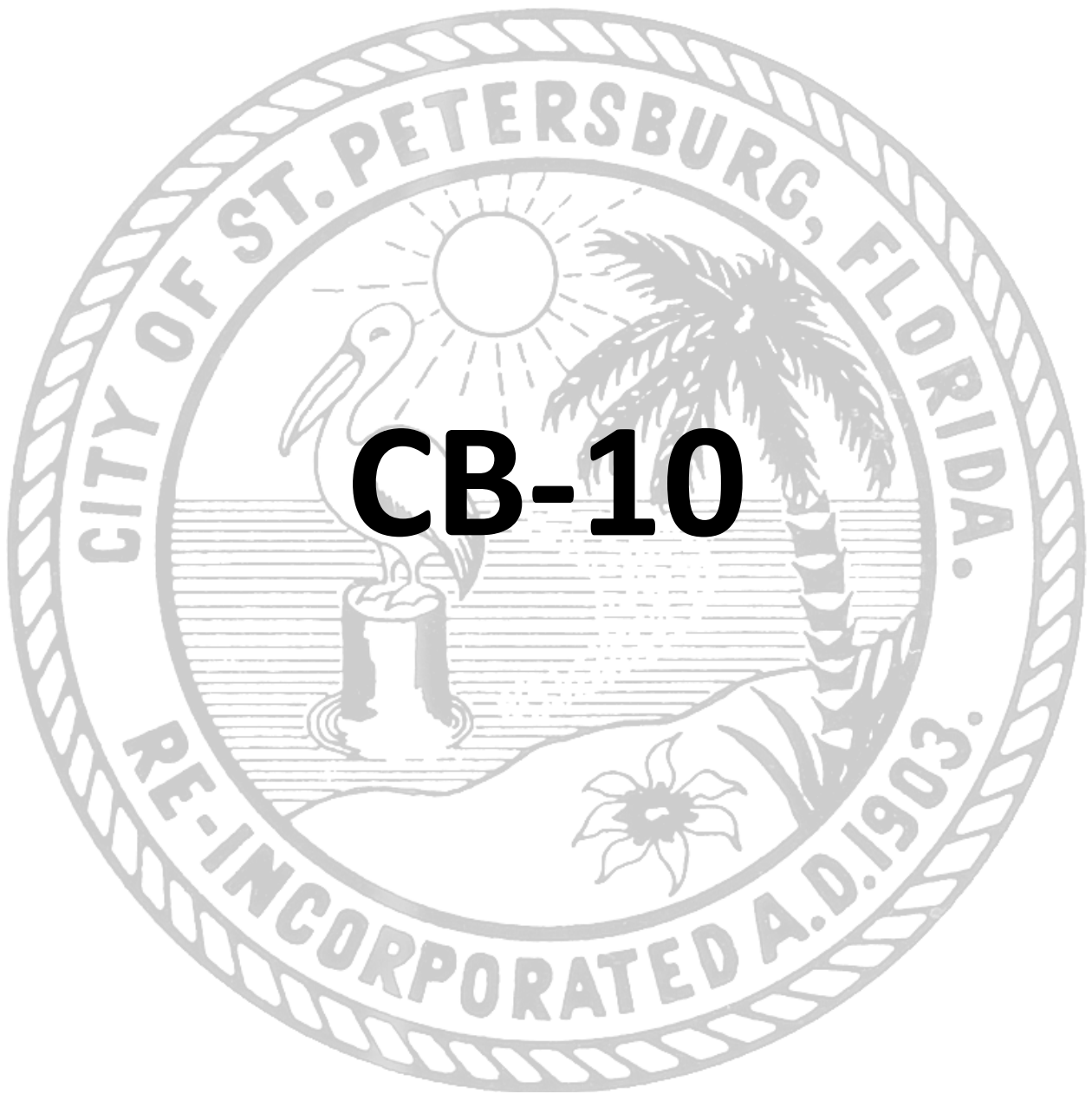
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Requested by
Sarah B. Johnson

8/14/2026 8:28:38 AM

The following page(s) contain the backup material for Agenda Item: Health, Energy, Resilience, and Sustainability Committee Meeting Minutes (July 16, 2026)
Please scroll down to view the backup material.



CB-10

City of St. Petersburg
Health, Energy, Resilience, and Sustainability Committee
July 16, 2026 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Brandi Gabbard, Committee Vice-Chair Richie Floyd, Council Member Corey Givens Jr, and Council Chair Lisset Hanewicz (Alternate)

Absent: Council Member Gina Driscoll

Also Present: Council Member Copley Gerdes, Council Member Deborah Figgs-Sanders, City Administrator Robert M Gerdes, Planning and Development Director Derek Kilborn, Assistant City Attorney Devon Haggitt, Assistant City Attorney Heather Judd

Staff Liaison: Millicent Battle – City Council Legislative Aide

1) Call to Order – 10:30 AM

2) Approval of Agenda – VC Floyd motioned for approval. All voted in favor.

3) Approval of May 21, 2026 Minutes – CM Givens Jr motioned for approval. All voted in favor.

4) New Business – July 16, 2026

A Discussion Regarding Initiating a New SunRunner TOD Overlay Package – *Derek Kilborn, Planning and Development Director*

Planning and Development Director Derek Kilborn thanked the committee and City Council for approving the initial SunRunner Transit Oriented Development (TOD) overlay package, and stated staff had committed to returning with additional recommendations after adoption. He explained that the current proposal focuses specifically on the Grand Central District and the two urban SunRunner stations located at 22nd Street and 32nd Street. Mr. Kilborn referenced recommendations recently submitted by Activate St. Pete, noting staff's presentation would remain narrowly focused on the Grand Central portion of the corridor.

Mr. Kilborn explained that the adopted SunRunner Rising Development Study established a maximum Floor Area Ratio (FAR) of 5.0 within one-quarter mile of urban stations. He stated that while the adopted quarter-mile radius leaves portions of the Grand Central District outside the overlay, the original study also references one-half-mile urban station recommendations. Staff determined those provisions could be used to expand the overlay around the two urban stations without requiring amendments to the Special Area Plan. Under the proposal, the urban station radius would increase from one-quarter mile to one-half mile, extending the 4.0 FAR by-right allowance, with bonuses up to a maximum 5.0 FAR, throughout the Grand Central District. Where the expanded urban station boundaries overlap neighborhood station areas, the higher development entitlement would apply.

Committee Vice Chair Floyd asked whether similar development gaps farther west along the SunRunner corridor could also be eliminated. Mr. Kilborn responded that unlike the Grand Central proposal, those changes would require amendments to the Special Area Plan because the adopted SunRunner Rising Development Study only provides the one-half-mile language for the urban stations.

Committee Chair Gabbard asked staff to explain the process of addressing those additional gaps in the future. Mr. Kilborn stated that any future expansion would require amendments to the Special Area Plan, Comprehensive Plan, and Land Development Regulations in coordination with Forward Pinellas.

CM Gerdes suggested that broader TOD discussions remain active either through the referral list or by transferring them to the Housing, Land Use and Transportation Committee once the immediate Grand Central proposal advances.

Chair Gabbard agreed, stating her priority was to move forward quickly with improvements that could be accomplished immediately while developing a comprehensive action plan to complete the remaining TOD work rather than continuing incremental changes over multiple years.

Mr. Kilborn provided an overview of Floor Area Ratio and explained how a 5.0 FAR provides flexibility in building design without requiring every building to be constructed uniformly. Through several examples, he demonstrated how building massing may shift across a site while maintaining the same overall FAR and remaining within the adopted building height limits.

CM Givens expressed support for advancing the proposal immediately while continuing discussions regarding future TOD improvements. He stated that the increased FAR would provide developers with additional design flexibility and encouraged staff to continue exploring future enhancements.

Council Chair Hanewicz asked what plans the City have to address parking impacts associated with increased residential density, particularly in adjacent historic neighborhoods. Mr. Kilborn explained that staff do not support eliminating downtown parking minimums at this time and noted that downtown parking minimums were reinstated after previous experience demonstrated increased demand for public parking. He stated that while reduced parking minimums are consistent with transit-oriented development practices, developers will determine parking needs on a project-by-project basis. He acknowledged that no additional parking management strategy currently exists beyond prior discussions regarding residential parking permits. Council Chair Hanewicz emphasized the importance of recognizing future parking pressures on surrounding neighborhoods as redevelopment occurs and requested those concerns remain part of future policy discussions.

CM Givens also emphasized the importance of preserving historic structures along redevelopment corridors and encouraged continued collaboration with historic preservation advocates as redevelopment progresses.

Chair Gabbard requested staff address several recommendations submitted by Activate St. Pete. Mr. Kilborn explained that staff do not currently support eliminating downtown parking minimums because of continuing parking demand. Chair Gabbard also asked about expanding the TOD overlay to include both sides of First Avenue North and South. Mr. Kilborn stated that staff support exploring that concept but explained implementation would require amendments to the Special Area Plan, Comprehensive Plan, and Land Development Regulations, along with transition standards between higher-density development and adjacent residential neighborhoods. Chair Gabbard asked whether those discussions could be combined with future TOD amendments. Mr. Kilborn agreed that all Special Area Plan amendments should be bundled together into one comprehensive package. The discussion also included potential future consideration of expanding activity center boundaries, extending TOD development north and south along commercial

corridors, increasing allowable residential density within commercial mixed-use districts outside the Coastal High Hazard Area, and evaluating additional zoning tools such as Neighborhood Traditional Mixed (NTM-1). Mr. Kilborn stated staff intend to continue advancing broader zoning and density proposals before the end of the year while separately preparing future Special Area Plan amendments.

Assistant City Attorney Heather Judd provided an overview of what was needed by the committee to initiate an ordinance amending Chapter 16 of the Land Development Regulations and move the referral item to the Housing, Land Use and Transportation Committee for future discussion.

Vice Chair Floyd moved to recommend initiation of an ordinance amending Chapter 16 of the Land Development Regulations to expand the urban station overlay from one-quarter mile to one-half mile for the two urban SunRunner stations.

Council Chair Hanewicz clarified for the record that the expansion applies only within the existing overlay boundaries and only to the two designated urban stations.

The motion passed unanimously.

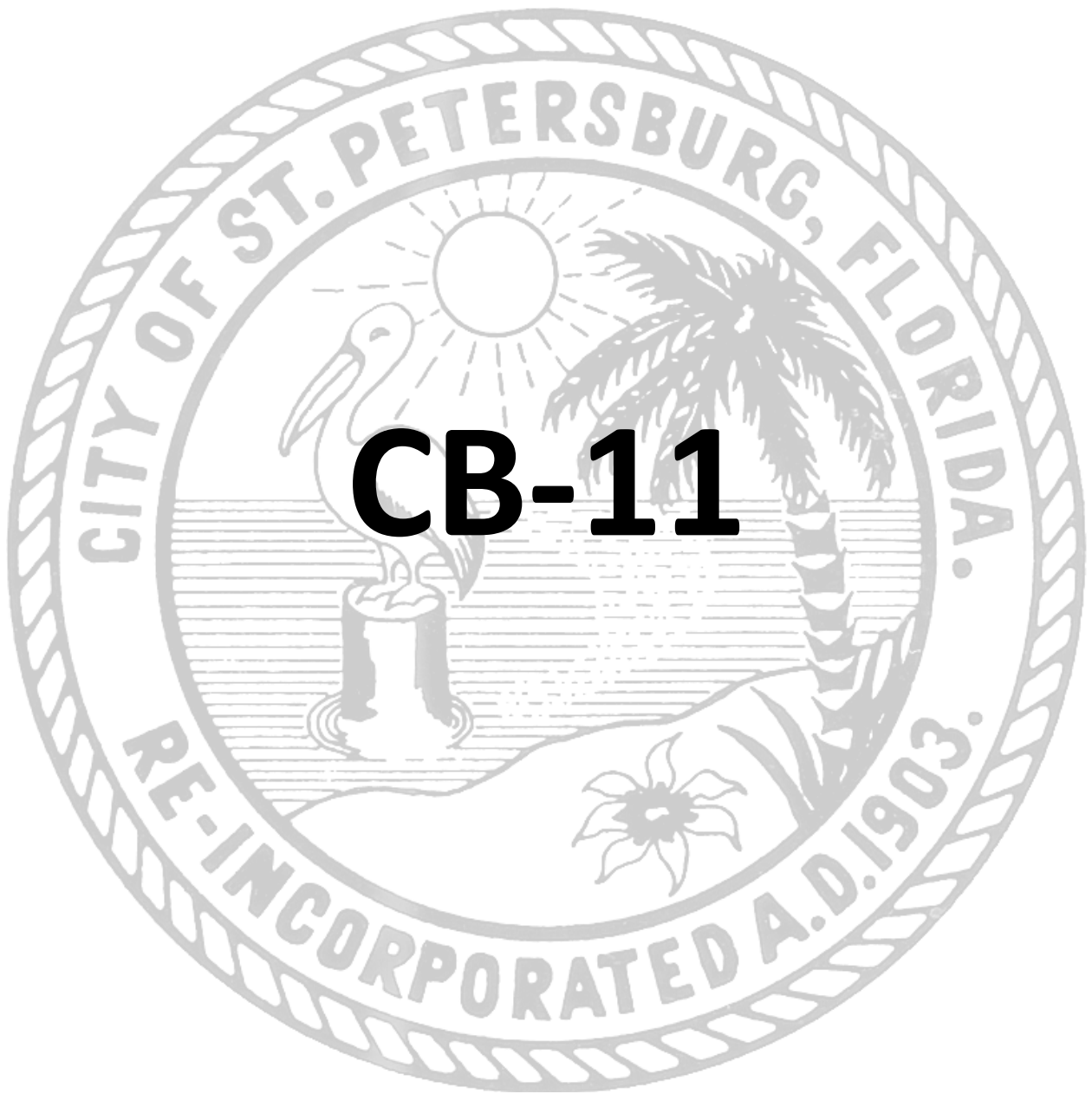
Vice Chair Floyd then moved to refer future discussions regarding amendments to the Special Area Plan, density increases, and potential expansion of the activity center boundaries to the Housing, Land Use and Transportation Committee. The motion passed unanimously.

CM Figgs-Sanders thanked staff for their work and expressed appreciation for the committee's continued focus on transit-oriented development. She stated she looked forward to participating in future discussions as the proposal advances.

Chair Gabbard announced the anticipated review schedule regarding initiating a new SunRunner TOD overlay package, including a Development Review Commission workshop on August 5, 2026, and a Community Planning and Preservation Commission workshop on August 11, 2026.

Committee Chair Gabbard adjourned the meeting at 11:16 AM.

The following page(s) contain the backup material for Agenda Item: Budget, Finance, and Taxation
Committee Meeting Minutes (August 13, 2026)
Please scroll down to view the backup material.



CB-11

City of St. Petersburg
Budget, Finance, and Taxation Committee
August 13, 2026 Meeting Minutes
City Hall, Room 100

Present: Committee Vice-Chair Lisset Hanewicz, Council Member Mike Harting, and Council Member Deborah Figgs-Sanders

Absent: Committee Chair Copley Gerdes

Also Present: Chief Assistant City Attorney Jeannine Williams, Assistant City Administrator Tom Greene, Chief Financial Officer Erika Langhans, Budget Director Liz Makofske, Treasurer Tom Hoffman, Budget Manager Kaitlyn Berger, City Development Administration and Finance Managing Director Beth Herendeen, 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 – CM Figgs-Sanders motioned for approval. All voted in favor.

3) Approval of July 23, 2026 Minutes – CM Harting motioned for approval. All voted in favor.

4) New Business – August 13, 2026

Annual Review of the City’s Fiscal Policies – *Liz Makofske, Budget Director, and Erika Langhans, Chief Financial Officer*

Budget Director Liz Makofske presented three modifications to the City’s Fiscal Policies for Fiscal Year (FY) 2027.¹ The first proposed modification adds language to clarify that there are required contributions to the City’s Tax Increment Financing (TIF) districts that are made from ad valorem tax revenues received by the City. The second proposed modification stems from the temporary move from the FY 2018 target of 50% cash and 50% debt financing for the Stormwater portion of the FY 2027 utility rate study. For section IV.B., “Enterprise Capital Improvements,” the language that states the target has been met will be removed and replaced with language stating that this target continues as a general guideline for the City’s program. The last proposed modification adds a framework for using the Economic Stability Fund to support affordable housing similar to the framework established for natural disasters to Section V.B.3 of the Fiscal Policies.

Council Member (CM) Harting motioned to approve the resolution of proposed modifications to the City’s Fiscal Policies. All voted in favor.

Third Quarter Budgetary Analysis and Fund Reports – *Liz Makofske, Budget Director*

Ms. Makofske detailed the Fiscal Year 2026 third quarter budgetary performance report. The beginning FY 26 General Fund balance is \$81.919 million, including \$1.342 million in BP funding. Ms. Makofske reviewed the spotlight report,² noting that 36 of the 44 funds are operating within an acceptable variance of plus or minus 2%.

¹ The City maintains a comprehensive set of fiscal policies that guide the City’s financial management practices. Initially approved by the City Council in 1980, the policies are reviewed annually as part of the budget process and revised as needed.

² The spotlight report provides a snapshot of quarterly performance with selected operating funds' revenue and expense projections

Next, Ms. Makofske reported that the General Fund revenue is projected at \$423.089 million, exceeding the amended budget by \$8.486 million.³ Total expenditures are estimated at \$436.636 million,⁴ \$5.157 million over the amended budget. The City is projected to use \$7.447 million from the General Fund balance in FY 26, an increase over the second quarter estimate of \$6.225 million. This increase is partially due to prepayments of the disaster note upon receipt of reimbursements.⁵ Ms. Makofske noted that this is still a decrease over the amended budget, which contemplated the use of \$10.8 million in General Fund balance.

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.⁶ The City is still projected to meet the 14.67% target at the end of FY 26, with an estimated ending fund balance of \$74.472 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 \$122.720 million, \$40.302 million above target. Ms. Makofske reported that all \$45.4 million in ARPA Funds have been appropriated and obligated as of the third quarter.⁷

Third Quarter Financial and Investment Reports – Erika Langhans, Chief Financial Officer, and Tom Hoffman, Treasurer

Tom Hoffman, the City's Treasurer, who began an overview of the General Policy and Alternate Investment Policy. As of June 30, 2026, the City's General Investment Policy holdings had an amortized book value of \$1.257 billion, with an unrealized loss of \$1.3 million.⁸ The Alternative Investment Policy's market value was \$60.5 million, with a \$23.3 million unrealized market gain. Calls (\$4 million) and maturities (\$28 million) exceeded purchases this quarter (\$27.9 million). The General Core Portfolio had a 3.73% rate of return on Money Markets, and the 12-month average rate of return was 3.95%. The combined Core Portfolio and Money Market average rate of return was 3.81%.

Next, Mr. Hoffman discussed compliance, noting that the liquidity requirement is \$186 million, and the City has \$440.201 million in excess. The Investment Policies show compliance with the Diversification Schedule. There was investment credit rating upgrade reported in the quarter, with Netflix Inc moving from A3 to A2.

Mr. Hoffman reported that as of June 30, 2026, the Index Funds in the Alternative Investment Policy had a market value of \$38.017 million and generated \$6.867 million in dividends. He noted that last Wednesday, the Water Cost Stabilization fund reached the market value to initiate a transfer to the Water Operating Fund and just under \$2 million will be transferred.

³ This estimate is made up of increases in utility taxes, grants/FEMA reimbursements, franchise fees, earnings on investments, charges for services, fines and forfeitures, communication services, business and property taxes, along with decreases in sales tax /state revenue sharing.

⁴ This includes \$6.1 million in prior year encumbrances that have already been reduced out of the beginning fund balance for FY 2026.

⁵ On December 12, 2024, City Council approved a resolution authorizing the issuance of a not to exceed \$50 million Non-Ad Valorem Revenue Note, Series 2024 to finance and/or reimburse the costs of capital repairs and/or debris removal from the recent hurricane damage within the City.

⁶ The general fund balance target recently increased from 12% to 14.67% in the FY 25 fiscal policy changes. These changes reflect the multi-year plan to bring the target balance to 16.67%.

⁷ 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.

⁸ 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.

Vice-Chair (VC) Hanewicz inquired about \$2 million transfer. Chief Financial Officer Erika Langhans explained that the \$2 million transfer was in addition to another \$2 million transfer earlier this year. These transfers into the Water Operating Fund further reduces utility rate increases down the line. Ms. Langhans stated that the transfers will not be reflected in FY 2027 but will be accounted for in the FY 2028 rate study.

Ms. Langhans discussed the City's \$107.302 million in general governmental debt, covering projects like solar panels, the Pier, and Penny for Pinellas. She noted that the principal balance for the Truist Disaster Short Term Financing Note was \$40.374 million as of June 30, 2026. The City has since made another prepayment, bringing the current principal balance for that note down to \$33.4 million. Ms. Langhans then discussed the \$85 million Bank of American Non-Ad Valorem Letter of credit, which has a variable interest rate. As of June 30, 2026, the City has drawn down \$58.891 million for debt issuance costs, debris removal, and capital repairs from hurricane damage. Ms. Langhans explained that the City did not draw down all \$85 million to decrease the amount of interest owed. Ms. Langhans summarized the outstanding debt for enterprise funds, which include public utilities (Water Resources, and Stormwater) as well as the new Sanitation building and the Marina.

VC Hanewicz requested an update at a future meeting on FEMA reimbursements, insurance proceeds, and other revenues received in connection with hurricane-related expenses. She suggested bringing it back at the September 10, 2026, Budget, Finance, and Taxation Committee meeting. Administration concurred that they could bring that forward.

Next, Ms. Langhans reviewed the City's three pension plans: the Employees' Retirement System (ERS), Firefighters' Retirement System (Fire), and Police Officers' Retirement System (Police). As of June 30, 2026, each plan has an unrealized gain: ERS - \$125 million, Fire - \$60 million, and Police - \$93 million. Additionally, each plan is over 80% funded: ERS – 93.14%, Fire – 115.91%, and Police – 93.36%.

Lastly, Ms. Langhans covered the Budget versus Actuals Report. She explained that for the third quarter, it is typical to see 75% percentage earned/consumed for the General Funds Group. Ms. Langhans noted the lower percentage of sales taxes coming in, which is slightly offset by the City's earnings on investments this year.

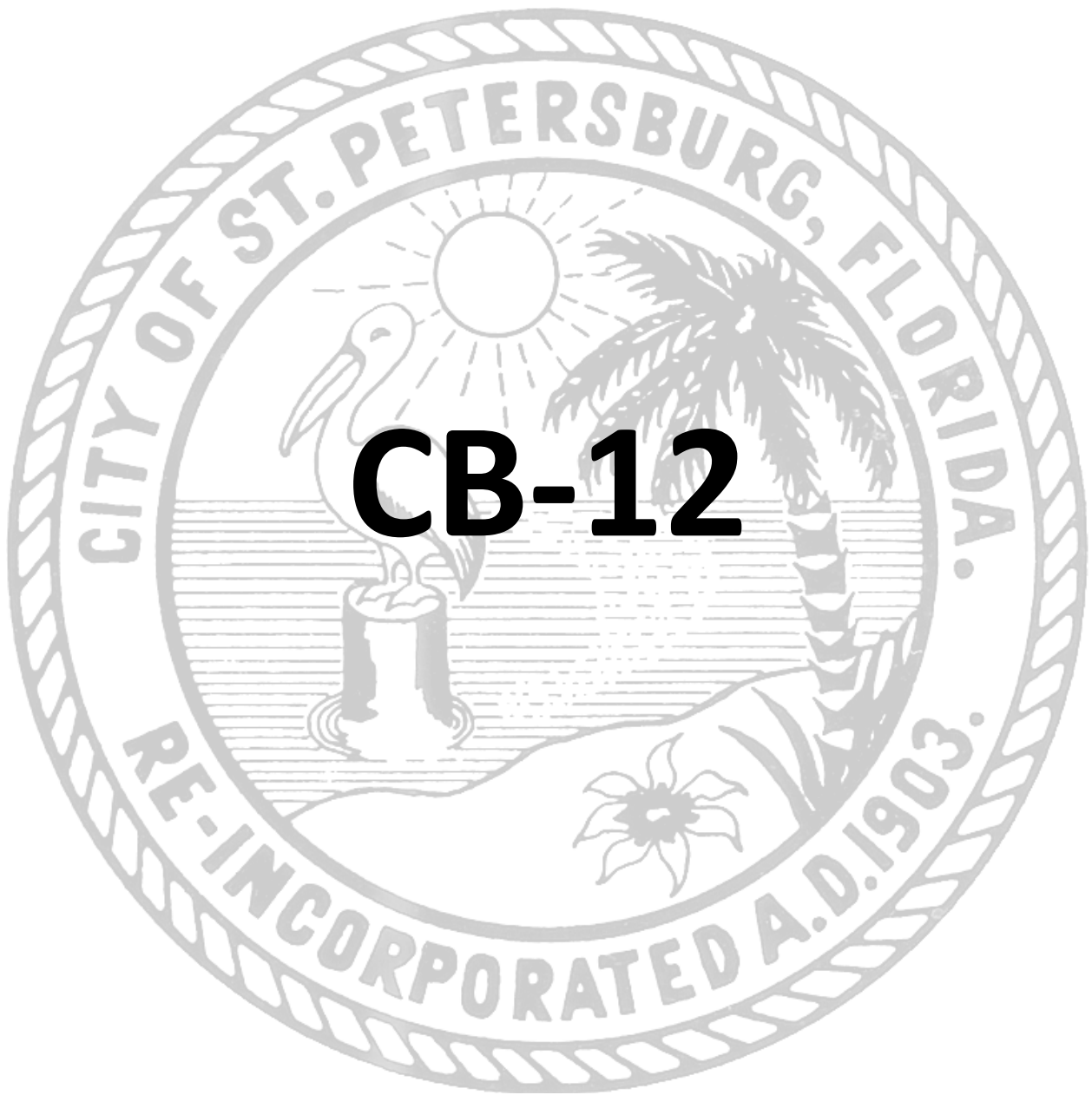
VC Hanewicz asked to clarify the reduction in revenue coming in from sales taxes statewide. Ms. Langhans explained that there have been a lot of rollbacks in the last few legislative sessions, such as commercial rent being excluded from sales tax, more sales tax holidays, and other items now permanently excluded from sales taxes.

Quarterly Review of Procurement Reports (April, May, June, and July 2026) – Tom Greene, Assistant City Administrator

VC Hanewicz requested clarification on the Pier Events LLC items in the May and June 2026 Procurement Reports. Beth Herendeen explained that the prior agreement had expired and Pier Events was selected again through the RFP process. Negotiations on the new contract have taken longer than expected, including discussions of retroactive payments, which led Pier Events to label its invoices “partial.” However, the retroactive arrangement has not been finalized. In the meantime, the City continues to pay Pier Events under the prior contract, which remains in effect until a new agreement is reached. Ms. Herendeen confirmed that the “partial” payments are considered full payments under the existing contract.

Committee Vice-Chair Hanewicz adjourned the meeting at 11:59 AM.

The following page(s) contain the backup material for Agenda Item: Economic and Workforce Development Committee Meeting Minutes (July 23, 2026)
Please scroll down to view the backup material.



CB-12

City of St. Petersburg
Economic and Workforce Development Committee
July 23, 2026, Meeting Minutes
City Hall, Room 100

Present: Committee Vice-Chair Mike Harting, Council Member Deborah Figgs-Sanders, Council Member Corey Givens Jr, and Council Member Copley Gerdes (Alternate)

Absent: Committee Chair Gina Driscoll

Also Present: City Administrator Rob Gerdes, Assistant City Attorney Benjamin James, City Development Administration and Finance Managing Director Beth Herendeen, and Pier Manager Juniper Rodriguez.

Staff Liaison: Bryan Casañas-Scarsella – City Council Legislative Aide

1) Call to Order – 9:00 AM

2) Approval of Agenda – CM Gerdes motioned for approval. All voted in favor.

3) Approval of Select date Minutes – CM Figgs-Sanders motioned for approval. All voted in favor.

4) New Business – July 23, 2026

Discussion on the expansion of the St. Pete Pier Marketplace kiosks – *Beth Herendeen, City Development Administration and Finance Managing Director*

Committee Vice-Chair Mike Harting chaired the meeting in the absence of Committee Chair Gina Driscoll. City Development Administration and Finance Managing Director Elizabeth Herendeen presented on a proposal to expand the St. Pete Pier Marketplace by replacing three existing tent spaces with permanent clamshell kiosks. Ms. Herendeen noted that the item had been referred by Council Member Gina Driscoll, who had been working with staff on the concept in response to concerns raised by marketplace vendors.

Ms. Herendeen provided an overview of the St. Pete Pier Marketplace, explaining that it currently includes 21 tent spaces and seven permanent kiosks. While all kiosk spaces are occupied, several tent spaces remain vacant. She explained that kiosk spaces are significantly more desirable because vendors can secure merchandise inside the units between operating days, eliminating the time and labor associated with setting up and dismantling tents every weekend. Ms. Herendeen explained that the marketplace operates Fridays through Sundays from 10:00 a.m. to 6:00 p.m., providing local entrepreneurs with an affordable opportunity to operate in one of the City’s highest-traffic destinations.

Ms. Herendeen then reviewed the financial analysis for adding three additional kiosks, estimating the project cost at approximately \$209,000, although she noted that a request closer to \$300,000 would likely be needed to account for contingencies and final construction costs. She went on to explain that vendors currently leasing kiosks pay \$900 per month compared to \$597 per month for tent spaces, resulting in an estimated payback period of approximately 6.5 years. She also evaluated an air-conditioned shipping container alternative but concluded that it would cost nearly three times as much while offering little additional benefit and not fitting the Pier’s design aesthetic as well as the existing kiosks.

Ms. Herendeen explained that the primary justification for expanding the kiosks is to better support the Pier's small business vendors. She then shared photographs of a January 2026 wind event that destroyed multiple tents and damaged vendors' merchandise, noting that while hurricanes provide advance warning, sudden weather events can create significant financial hardships for vendors operating in tents. Permanent kiosks would provide greater protection from weather while also reducing operating burdens for marketplace businesses.

Council Member Deborah Figgs-Sanders expressed strong support for the proposal and reflected on the success of the marketplace since its launch. She discussed feedback she had received from former vendors, including concerns about being locked into year-long leases when products were not selling well, the need to avoid multiple vendors offering similar merchandise, and the importance of maintaining diversity among marketplace businesses. CM Figgs-Sanders also encouraged staff to work with the St. Pete Greenhouse and other partners to recruit diverse entrepreneurs and assist prospective vendors in filling current vacancies.

Council Member Copley Gerdes sought clarification regarding funding for the project. Ms. Herendeen explained that the presentation was intended as a policy discussion rather than a formal funding request and noted that funding for additional kiosks has been included below the line in the Capital Improvement Program for several years but has not been funded.

CM Gerdes expressed support for the concept but stated that he preferred to defer any funding decisions until Committee Chair Driscoll could participate in the discussion. He also commented that the kiosk rental rates appear reasonable given the Pier's popularity and suggested that lease flexibility could be considered when a departing vendor's space can immediately be re-leased.

Council Member Corey Givens also supported the proposal while expressing concern about the overall project cost. He suggested exploring opportunities for public-private partnerships, sponsorships, joint leasing arrangements, and advertising revenue to help offset costs. He further recommended reducing expenses where possible, including pursuing donated artwork from local artists or students, and suggested exploring whether kiosks could be designed to serve as mobile assets for community events throughout the city. CM Givens also encouraged greater promotion of the marketplace vendors through City marketing efforts and interactive information kiosks.

In response to questions from CM Gerdes, Ms. Herendeen reported that the existing kiosks performed well during Hurricanes Helene and Milton, experiencing minimal impacts and demonstrating the durability expected over their projected 20-year lifespan. She also confirmed that the proposal would not expand the marketplace footprint but would instead replace existing 10x10' tent spaces with kiosks of the same size.

CM Givens asked whether staff conducts exit interviews with vendors who leave the marketplace. Ms. Herendeen responded that while no formal process exists, vendors frequently cite varying reasons for leaving, including the time required for setup and teardown, operating hours, or products that were not well suited to the Pier marketplace. She also noted that many vendors have remained at the marketplace for multiple years, demonstrating the program's overall success. Committee Vice-Chair Harting asked about maintenance costs and the basis for kiosk rental rates. Ms. Herendeen explained that maintenance requirements have been minimal due to the kiosks' durable

construction and noted that the rental structure was originally established to provide an affordable entry point for startup and small businesses that could not yet support traditional brick-and-mortar locations. CM Figgs-Sanders also asked about the inclusion of Posies Flower Truck at the Pier. Pier Manager Juniper Rodriguez explained that the business was approved as a limited pilot because of its unique concept and popularity, while paying a rental rate comparable to kiosk tenants.

Following discussion, the Committee reached consensus to leave the item on the referral list until Committee Chair Driscoll returns. Members requested that Administration begin identifying potential funding sources in advance of a future discussion. City Administrator Rob Gerdes noted that the General Fund would be the most likely funding source, though staff planned to continue evaluating other potential opportunities within the Pier's operating budget before bringing the item back to the Committee.

Before adjournment, CM Figgs-Sanders noted that the City currently has an active Request for Proposals related to food truck regulations and requested that her existing referral on food truck policies remain active so the Committee can review the issue while that work is underway. Committee Vice-Chair Harting stated that he would relay the request to Committee Chair Driscoll.

Committee Vice-Chair Harting adjourned the meeting at 9:37 AM.