COUNCIL MEETING

CITY OF ST. PETERSBURG

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

November 19, 2026
1:30 PM

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

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

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

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

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

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

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

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

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

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

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

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at www.stpete.org/TV
- Listen and participate by dialing one of the following phone numbers
  - +1 312 626 6799 or
  - +1 646 876 9923 or
  - +1 253 215 8782 or
  - +1 301 715 8592 or
  - +1 346 248 7799 or
  - +1 669 900 6833 and entering webinar ID: 931 3803 1088#

- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link https://zoom.us/s/93138031088

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.

November 19, 2026
1:30 PM

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

D. Awards and Presentations

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

Setting December 3, 2026 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance 656-H, An Ordinance of the City of St. Petersburg renewing the Ad Valorem Property Tax Exemption created by Ordinance 561-H until December 31, 2030; amending the City Code by deleting Chapter 28, Articles I and II in their entirety and replacing with a new Chapter 28, Article I and Article II; providing definitions, authority, and applicability; providing processes for applications, determinations, and appeals; providing penalties; and providing an effective date.

2. An application for text amendment to the City of St. Petersburg's Land Development Regulations (LDRs) is in response to the 2026 State of Florida Legislative Session. The Planning Department, working with the City Attorney's Office, has prepared the attached proposal to maintain consistency with the Florida Statutes by amending the LDRs. The proposal includes several other related text amendments.

   (a) Ordinance 657-H: An Ordinance of the City of St. Petersburg, Florida creating a registry of qualified contractors for preapplication consultation services in accordance with state law; amending City Code Section 16.70.010.1 to add the option to use qualified contractors for required preapplication conferences; providing for severability; and providing an effective date.

(b) Ordinance 658-H: An Ordinance of the City of St. Petersburg amending Chapter 16, Land Development Regulations, to make changes and updates to regulations based on new state laws related to compatibility, manufactured homes, glazing requirements, chickees, synthetic turf, shopping cart retention, and platting; making clarifying changes to sections related to hexagon block sidewalks, porches, garages, carports, and submissions of applications; revising height requirements and setbacks in special flood hazard areas; revising requirements for commission membership; amending third party historic designation application requirements; providing for a neighborhood sign program; providing definitions; correcting typographical errors; amending Chapter 8 of the City Code to make concurrent changes related to hexagon block sidewalks; providing for severability; and providing an effective date. (LDR 2026-05)

3. Ordinance 659-H, An Ordinance of the City of St. Petersburg amending Section 11-53(1) of the City Code related to loud and raucous noises emitted from motor vehicles in the travel portion of a right-of-way; providing for severability; and providing an effective date.

4. Ordinance 660-H, an ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, within City-owned Williams Park located at 330 2nd Avenue North, St. Petersburg, Florida.

5. Ordinance 661-H, an Ordinance concerning the procedural requirements for a Council Member to take office, including the oath of office taken by Council Members (as well as other City officials and members of City boards and commissions); making findings regarding the need to clarify those procedural requirements; amending City Code Chapter 2 to clarify those procedural requirements; and providing an effective date.

F. Reports

1. St. Petersburg Police Department Quarterly Report

2. FY 26 Grants Report

3. St. Pete Heights Neighborhood Plan

4. Namaste Homes Sixteenth Square Phase 2 Funding Approval

(a) A resolution approving funding in an amount not to exceed $400,000.00 in Housing Capital Improvement Program (HCIP) funds to Namaste 1616, LLC for the construction of 16th Square Townhomes, Phase 2, located at 1509 Dr MLK Jr St S., subject to certain conditions; authorizing the City's Attorney's Office to make non-substantive changes to the grant agreement and other documents; and providing an effective date.

5. Hunter, Brady, Long Ease on 5th Funding Approval

a) A resolution approving funding in an amount not to exceed $2,200,000 in previously appropriated tax increment financing funds from the South St. Petersburg Redevelopment District Fund to Hunter Brady SPV II, LLC for the construction of Ease on 5th, a multi-family housing development located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; authorizing the City Attorney's Office to

make non-substantive changes to the performance agreement; authorizing execution of the performance agreement and other documents; and providing an effective date.

6. A resolution approving (I) the Community Development Block Grant-Disaster Recovery Agreement between the United States Department of Housing and Urban Development (HUD), Pinellas County, Florida (County), and the City of St. Petersburg, Florida (City) related to a geo-coding error that resulted in $173,681,000 in CDBG-DR funds that should have been part of the City's federal award being included in the County's federal award (misallocated funds) and (II) the CDBG-DR Funds Coordination Agreement between the County and the City that establishes a coordinated and efficient framework for the use and oversight of the misallocated funds; authorizing the City Attorney's Office to make non-substantive changes to these agreements; authorizing the Mayor or his designee to execute these agreements and all documents necessary to effectuate these transactions; approving a supplemental appropriation in the amount of $126,000,000 from the increase in the unappropriated balance of the CDBG-DR Fund (1118), resulting from these grants revenues, to the Strategic Initiatives and Grants Department, Sunrise St. Pete Division (255-1788); and providing an effective date.

7. A resolution approving the award of (I) a CDBG-DR Subrecipient Agreement to Pinellas Ex-Offender Re-Entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC) for Non-Profit Community Support Services that include case management and assertive outreach at a total contract amount not to exceed $896,990.26 and (II) a CDBG-DR Subrecipient Agreement to Gulf Coast Jewish Family and Community Services, Inc. for Non-Profit Community Support Services that include clinical mental health services at a total contract amount not to exceed $350,000; authorizing the Mayor or his designee to execute these CDBG-DR subrecipient agreements and all other documents necessary to effectuate these transactions; and providing an effective date.

8. Mahaffey Theater Management Agreement with The Florida Orchestra

G. New Business

1. Respectfully requesting a referral to the Housing, Land Use and Transportation Committee, or other relevant committee, to review and discuss the draft 31st Street Complete Streets Study. (Vice-Chair Floyd - Staff Request)

H. Council Committee Reports

1. November 12, 2026 Committee of the Whole- Action Item

   (a) Respectfully requesting City Council approval to remove the following items from the Committee of the Whole referral list: Discussion regarding the prohibition of street murals and potential alternatives for public art and placemaking opportunities, Potential changes to the City Code related to Historic Preservation and Designation

I. Legal

1. Approving the Second Amendment to the Settlement Agreement between the City of St. Petersburg, Florida and Westminster Shores, Inc.

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

Public Hearings

NOTE: The following Public Hearing items have been submitted for ***consideration*** *by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the YELLOW cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes ONLY to state your position on any item but may address more than one item.*

1. Ordinance 653-H, An ordinance enacting year-end appropriation adjustments for Fiscal Year 2026 for the Operating Budget and Capital Improvement Program Budget and Adjustments to the Fiscal Year 2027 Budget; and providing an effective date.

K. Open Forum

L. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
11/19/2026

1. City Council Convenes as Community Redevelopment Agency.

2. Hunter, Brady, Long Ease on 5th Funding Approval

   (a) A resolution by the St. Petersburg Community Redevelopment Agency recommending that the city council of the city of St. Petersburg, Florida approves funding in an amount not to exceed $2,200,000 in previously appropriated Tax Increment Financing Funds from the South St. Petersburg Redevelopment District Fund to Hunter Brady Long for the construction of Ease on 5th located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; and providing an effective date.

3. Adjourn Community Redevelopment Agency

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A
November 19, 2026

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

(Procurement)

1. Approving the renewal of an agreement with Razorback LLC, for the coating of exposed potable, reclaimed, sewer pipes, and tanks, in the amount of $1,000,000.

2. Approving the renewal of an agreement with Intergraph Corporation dba Hexagon Safety & Infrastructure for maintenance and support of the records management and computer-aided dispatch (CAD) software applications, in the amount of $1,335,064.44

3. Accepting a statement of qualification and approving an agreement with Brown and Caldwell Corporation for Architect-Engineer (A/E) services for Southwest Water Reclamation Facility (SWWRF) Digester 3 and Waste Activated Sludge Holding Tank for the Engineering Department, in the amount of $2,589,470 (ECID Project No. 25202-130, Oracle No. 20754).

4. Approving an allocation increase for tank storage equipment maintenance and repair services with CROM, LLC dba CROM Coatings and Restorations for the Water Resources Department in the amount of $3,000,000.

(City Development)

(Community Enrichment)

(Public Works)

5. A Resolution accepting a Guaranteed Maximum Price (GMP) proposal in the amount of $1,387,595.78 from The AD Morgan Corporation (ADM) for construction phase services for the Coliseum Roof Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (CMAR) Agreement with a GMP between the City of St. Petersburg, Florida and ADM dated December 9, 2025 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $400,000 from the Fleet Facility Replacement FY24 Project (19781); approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Coliseum Improvements Project (20368); rescinding an unencumbered appropriation in the

Recreation and Culture Capital Improvement Fund (3029) in the amount of $108,807 from the Coliseum - Concessions and Breakroom Renovations FY24 Project (19809); approving a supplemental appropriation in the amount of $108,807 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescission, to the Coliseum Improvements Project (20368) to provide funding for the construction phase services identified in the GMP proposal and other project related costs; and providing an effective date (ECID Project No. 25161-130; Oracle No. 20368).

(Appointments)

(Miscellaneous)

CONSENT AGENDA

COUNCIL MEETING **CITY OF ST. PETERSBURG**

Consent Agenda B
November 19, 2026

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

(Procurement)

1. Approving the renewal of an agreement with Lawmens & Shooters Supply Inc., for police and fire accessories, in the amount of $50,000.

2. Accepting proposals and approving award of agreements with Angie Brewer & Associates LC, Raftelis Financial Consultants, Inc, and Stantec Consulting Services, Inc. for rate study, financial feasibility, and grant compliance consulting services for the Engineering Department.

3. Approving the renewal of an agreement with DLT Solutions, LLC for software support and maintenance of the Autodesk subscription software in the amount of $495,000

4. Accepting a proposal and approving award of an agreement with Ajax Building Company, LLC for preconstruction services for the Police K-9 Compound (ECID Project No. 22209-118, Oracle No. 21621), for the Engineering and Capital Improvements Department, in the amount of $99,554.

5. Accepting a bid and approving an agreement with RRY, Inc., for oversized vehicle towing for the Fleet Management Department, in the amount of $120,000.

(City Development)

(Community Enrichment)

(Public Works)

6. A Resolution authorizing the Mayor or his designee to execute Field Order No. 26-NUP-SDI-001 (CSA) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Nu-Pipe, LLC. ("Contractor") for Contractor to provide cleaning and a condition assessment of the existing stormwater system along 62nd Ave N/NE work related to the NEWRF Basin Capacity Improvements Project in an amount not to exceed $386,654.66 (ECID Project No. 23145-100; Oracle No. 21282); and providing an effective date.

7. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-04-DBE/GIS(S) to the professional services agreement dated July 20, 2022 between the City of St. Petersburg, Florida and Dewberry Engineers, Inc. ("Consultant") for Consultant to provide impervious area parcel data updates, property classification, billing structures, a stormwater appeals portal, a utility billing data file, and a technical

memorandum related to the Stormwater Utility Impervious Area Database Updates Project in an amount not to exceed $113,757.58, providing that the total Task Order, as amended, shall not exceed $206,827.83 (ECID Project No. 26192-130; Oracle No. 19216) and providing an effective date.

8. A Resolution ordering local improvements to be made pursuant to Chapter 170, Florida Statutes, said local improvements to consist of paving the East – West Alley between 31st and 32nd Avenue N. adjacent to 1st and 2nd Street N; declaring a special assessment; providing notice of hearing; setting the Public Hearing date for January 14, 2027; and providing an effective date. (ECID Project No. 25123-130; Oracle No. 20997)

(Appointments)

(Miscellaneous)

9. A resolution authorizing the Mayor or his designee to (i) accept a Florida Department of Law Enforcement (FDLE) grant in the maximum reimbursement amount of $10,000 to fund overtime costs for police personnel conducting identity theft and fraud investigations; (ii) to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Fiscal Support Division (140-1389), Identity Theft and Fraud Investigation Project FY27 (22125); and providing an effective date.

10. A resolution approving Amendment No. 2 to the 2024 Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement; authorizing the City Attorney's Office to make non-substantive changes to Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement; authorizing the Mayor or his designee to execute Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement; approving a supplemental appropriation in the amount of $225,000 from the increase in the unappropriated balance of the Emergency Medical Services Fund (1009), resulting from Amendment 2, to the Fire Rescue Department, EMS Division (150-1513); and providing for an effective date.

11. Housing, Land Use, and Transportation Committee Meeting Minutes (October 8, 2026)

12. Public Services and Infrastructure Committee Meeting Minutes (October 8, 2026)

13. Budget, Finance, and Taxation Committee Meeting Minutes (October 8, 2026)

14. Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (October 15, 2026)

15. Health, Energy, Resilience, and Sustainability Committee Meeting Minutes (October 15, 2026)

16. Committee of the Whole Meeting Minutes (September 24, 2026)

MEETING AGENDA

CITY OF ST. PETERSBURG

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

Housing, Land Use & Transportation Committee
Thursday, December 3, 2026, 9:00 a.m. Conference Room 100

Public Services & Infrastructure Committee
Thursday, December 3, 2026, 10:25 a.m. Conference Room 100

City Council Meeting
Thursday, December 3, 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.

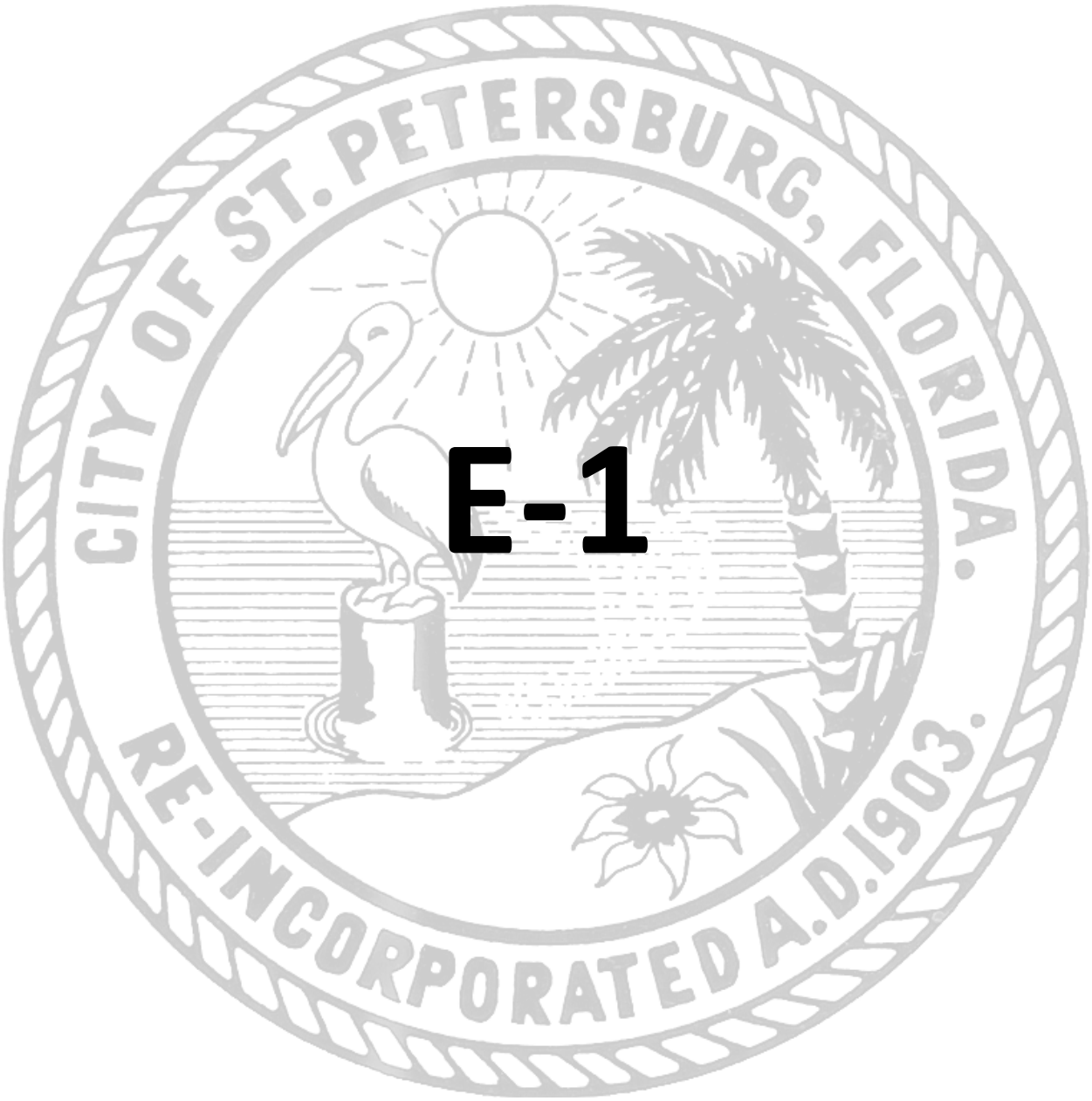
6. Cross Examination. Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party 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: Ordinance 656-H, An Ordinance of the City of St. Petersburg renewing the Ad Valorem Property Tax Exemption created by Ordinance 561-H until December 31, 2030; amending the City Code by deleting Chapter 28, Articles I and II in their entirety and replacing with a new Chapter 28, Article I and Article II; providing definitions, authority, and applicability; providing processes for applications, determinations, and appeals; providing penalties; and providing an effective date.
Please scroll down to view the backup material.



E-1

St. Petersburg City Council
Ordinance
Meeting of November 19, 2026

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

SUBJECT: AN ORDINANCE OF THE CITY OF ST. PETERSBURG RENEWING THE AD VALOREM PROPERTY TAX EXEMPTION CREATED BY ORDINANCE 561-H UNTIL DECEMBER 31, 2030; AMENDING THE CITY CODE BY DELETING CHAPTER 28, ARTICLES I AND II IN THEIR ENTIRETY AND REPLACING WITH A NEW CHAPTER 28, ARTICLE I AND ARTICLE II; PROVIDING DEFINITIONS, AUTHORITY, AND APPLICABILITY; PROVIDING PROCESSES FOR APPLICATIONS, DETERMINATIONS, AND APPEALS; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

EXPLANATION: The City is authorized, pursuant to F.S. § 196.1979, to provide ad valorem tax exemptions to facilitate affordable housing to help the continued development and retention of affordable housing in the City.

On November 2, 2023, City Council passed Ordinance 561-H Creating Chapter 28- Housing, Article 1. In general; providing definitions; Creating Chapter 28, Article 2. Affordable housing tax relief; Providing authority; Providing applicability; Providing a process for use; Providing penalties; And providing an effective date.

On April 4, 2024, City Council passed Ordinance 575-H which amended the ordinance to revise certain definitions based on feedback from applicants and potential applicants.

That original ordinance, as amended in 2024, is set to expire on December 30, 2026. F.S. § 196.1979 limits the term of each exemption to four years and stipulates that an exemption can be renewed by enacting a new ordinance.

This proposed new ordinance to renew the exemption contains non-substantive changes to the ordinance provisions it will be replacing, including clarification and reorganization of provisions as well as modifications to more closely align them with applicable Florida statutes and definitions.

RECOMMENDATION: Administration recommends City Council approve Ordinance 656-H at first reading and set the public hearing for its meeting on December 3, 2026.

COST/FUNDING/ASSESSMENT INFORMATION: There are no costs or funding associated with this resolution and the associated amendment.

ATTACHMENTS: Ordinance 656-H

APPROVALS:

Administration: _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG RENEWING THE AD VALOREM PROPERTY TAX EXEMPTION CREATED BY ORDINANCE 561-H UNTIL DECEMBER 31, 2030; AMENDING THE CITY CODE BY DELETING CHAPTER 28, ARTICLES I AND II IN THEIR ENTIRETY AND REPLACING WITH A NEW CHAPTER 28, ARTICLE I AND ARTICLE II; PROVIDING DEFINITIONS, AUTHORITY, AND APPLICABILITY; PROVIDING PROCESSES FOR APPLICATIONS, DETERMINATIONS, AND APPEALS; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. The City Council hereby renews the ad valorem tax exemption originally created by Ordinance 561-H through December 31, 2030.

SECTION 2. Chapter 28, Article I of the St. Petersburg City Code is hereby deleted in its entirety and replaced with a new Article I to read as follows:

Article I. IN GENERAL

Sec. 28-1 – Definitions.

For the purpose of this chapter 28 only, the following words have the meanings ascribed to them in this section:

Affordable unit means a single dwelling unit that is used to house natural persons or families whose annual household income is not more than 60 percent AMI.

Affordable property means all the affordable units that are eligible for an exemption in a single development. The affordable property may be the entire development or a portion thereof.

Application means a written submittal to the City for consideration of certification for an exemption under article II of this chapter 28, in a form prescribed by either the POD or FHFC and provided by the City.

Area median income or *AMI* means the median annual gross income for the Tampa/St. Petersburg/Clearwater metropolitan statistical area (MSA) which is adjusted for the household size as calculated and published annually by the United States Department of Housing and Urban Development.

Certification means a written document executed by the POD and sent to the owner, which certifies that the property meets the requirements of article II of this chapter 28 to qualify for the exemption.

City taxes means all municipal ad valorem taxes, as levied by the City under F.S. ch. 166 levied on real property for which an application is made.

Code violations means either (i) any municipal ordinance violation that is disposed of in any manner other than a dismissal or finding of not guilty by a court, or (ii) any finding of violation by the City's Code Enforcement Board.

Development means the entirety of the contiguous real property owned by the owner which contains affordable units for which an application is made.

Dwelling unit has the meaning set forth in F.S. § 83.43, which currently defines a dwelling unit as (i) a structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household, (ii) a mobile home rented by a tenant, or (iii) a structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.

Exemption means relief from City taxes, as provided in the certification.

Existing construction means any affordable housing development that is not new construction.

FHFC means the Florida Housing Finance Corporation.

New construction means any affordable housing development receiving a temporary or permanent certificate of occupancy for all units within five years before the first application for an exemption pursuant to this chapter, for all timely filed applications filed after January 1, 2024.

Owner means the legal owner of the real property for which an exemption is sought.

Rent has the meaning set forth in F.S.§ 83.43, which currently defines rent as the periodic payments due the landlord (i.e., the owner or lessor of a dwelling unit) from the tenant (i.e., any person entitled to occupy a dwelling unit under a rental agreement) for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.

Rent limit means (i) the amount identified in the most recent multifamily rental programs income and rent limit chart posted by FHFC and derived from the multifamily tax subsidy projects income limits published by the United States Department of Housing and Urban Development, or (ii) 90

percent of the fair market value rent as determined by a rental market study meeting the requirements of F.S. § 196.1979(4), whichever is less.

Rental market study means a study that (i) meets the requirements of F.S. § 196.1979(4), (ii) was completed within three (3) years before submission of the application, (iii) identifies the fair market value rent of each dwelling unit for which an owner seeks an exemption, and (iv) is made by a certified general appraiser (as defined in F.S. § 475.611) who is independent of the owner requesting a rental market study. Such rental market study and the certified general appraiser providing such study must comply with the standards of professional practice pursuant to F.S. ch. 475, pt II and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought.

Substantial rehabilitation has the meaning identified in F.S. § 420.0004, which currently defines substantial rehabilitation as repair or restoration of a dwelling unit where the value of such repair or restoration exceeds 40 percent of the value of the dwelling.

SECTION 3. Sections 28-2 through 28-199 of the St. Petersburg City Code are hereby marked as Reserved within Article I.

SECTION 4. Chapter 28, Article II of the St. Petersburg City Code is hereby deleted in its entirety and replaced with a new Article II to read as follows:

Article II. AFFORDABLE HOUSING TAX RELIEF

Sec. 28-200 – Authority.

This article has been enacted pursuant to F.S. § 196.1979 and the home rule powers of the City and authority of F.S. ch. 162, pt. II.

Sec. 28-201. – Findings.

The City Council hereby makes the following findings:

(a) Affordable housing is an essential component of individual and community well-being, yet thousands of Pinellas County residents remain unhoused.

(b) Dwelling units are an important part of the City's available housing stock, and renting continues to grow in popularity among City residents.

(c) Providing tax relief, as authorized by statute, will help facilitate the construction of more affordable dwelling units and the retention of existing dwelling units that may otherwise be converted to market rate.

(d) The provisions of this chapter will help to further the goals of promoting the health, safety, and welfare of all citizens in St. Petersburg.

Sec. 28-202. – Applicability.

(a) Multifamily projects must meet the following criteria to be eligible for the exemption:

(1) The development contains 50 or more dwelling units, at least 20 percent of which are used by natural persons or families whose annual household income is not more than 60 percent AMI;

(2) The affordable dwelling units for which the exemption is claimed are rented for an amount not exceeding the rent limit;

(3) The development may not have been cited for code violations on three or more occasions in the 24 months before the submission of an application;

(4) The development may not have any cited code violations that have not been properly remedied and closed to compliance by the owner before the submission of an application; and

(5) The development may not have any unpaid fines or charges relating to the cited code violations; provided, however, that payment of unpaid fines or charges before a final determination on a property's qualification for the exemption will not exclude the development from eligibility if it otherwise complies with all other requirements for the exemption.

Sec. 28-203. – Application.

(a) The POD shall determine the yearly deadline for applications for each calendar year and publish the date of such deadline on the City's website as well as information on how to apply. The City of St. Petersburg Housing and Community Development Department is hereby designated as the POD for purposes of chapter 28, article I and article II only.

(b) The POD shall accept and review applications, determine whether the affordable units in the development are eligible for an exemption, and determine the terms of the exemption based on the following:

(1) For new construction:

a. If all the dwelling units in a development are affordable units, the affordable property is eligible for an exemption relieving it of all City taxes.

b. If any dwelling units included in a development are not affordable units, the affordable property is eligible for an exemption relieving it of 75 percent of all City taxes.

(2) For existing construction, the affordable property is eligible for an exemption relieving it of 50 percent of all City taxes if the owner demonstrates, to the sole and absolute satisfaction of the POD, that at least two of the following criteria are met:

a. The period of affordability of the affordable units has been extended by the addition of a minimum of 15 years of affordability, not to exceed 99 years in total, pursuant to a modification of an existing land use restriction contract or restrictive covenant, which modification has become effective within the 1-year period prior to the date of the first application for an exemption.

b. Substantial rehabilitation has been completed on the affordable units within the 3-year period prior to the date of the first application for an exemption. For the purposes of this subsection, the date the substantial rehabilitation has been completed is determined as either (i) the date a certificate of occupancy has been issued for the substantial rehabilitation work, or (ii) if the substantial rehabilitation work did not involve issuance of a certificate of occupancy, then the date the substantial rehabilitation has been completed is the date the certification of completion is issued.

c. Insurance rates for the affordable units have increased by more than 50 percent over the average rate of the immediately preceding three years prior to the first application for an exemption, which increase in rates is not significantly attributable to increases in coverage.

(c) The POD may prescribe the form of the application, provided the FCFC has not already done so. The application shall, at a minimum, include a requirement that the owner provide: (i) the most recently completed rental market study, (ii) a list of the dwelling units for which the owner seeks an exemption, (iii) the rent amount received by the owner for each dwelling unit for which the owner seeks an exemption or, if a dwelling unit is vacant and qualifies for an exemption under F.S. § 196.1979, the owner must provide evidence of the published rent amount for the vacant dwelling unit.

(d) The POD may prescribe the terms of the exemption. The exemption shall, at a minimum, (i) include a requirement that the affordable property continue to maintain the criteria outlined in this article, (ii) include a requirement that the owner submit a copy of the application and the certification of qualified property to the Pinellas County Property Appraiser on or before March 1st of each year, (iii) identify the percentage of the assessed value of the affordable property which is exempted from City taxes, (iv) identify that the exemption applies to natural persons or families meeting the income limits described in this article, and (v) include a requirement for the owner to provide information, determined appropriate by the POD, to the POD for the duration of the exemption to ensure ongoing compliance with the terms of the exemption.

(e) The POD shall publish a list on the City's website of all affordable properties receiving the exemption for the purpose of facilitating access to affordable housing.

Sec. 28-204. – Determination and appeal.

(a) The POD, after review of an application, shall either (i) deny an exemption for an affordable property that does not meet the criteria outlined in this article, (ii) grant and execute an exemption for an affordable property that meets the criteria outlined in this article, or (iii) request further information from an owner if needed to make a determination on whether the application meets the criteria outlined in this article.

(1) If the POD denies an application for certification, the POD shall provide the owner with written notice of the denial, including the reason for the denial.

(2) If the POD determines that an affordable property qualifies for the exemption, the POD shall verify and certify the affordable property as qualified property meeting the requirements of this article and provide a copy of the certification to both the (i) owner and (ii) Pinellas County Property Appraiser.

(b) A decision by the POD to grant, deny, or revoke an exemption may be appealed by the applicant to the City Administrator or designee within 30 days after the date of the written notice of denial or certification, as applicable. The City may not establish appellate jurisdiction of the courts; however, if allowed by the Florida Rules of Appellate Procedure or other rule or judicial decision, the decision from the City Administrator is the final decision of the City and may be subject to judicial review in the manner provided by law.

Sec. 28-205. – Penalties.

If the POD determines (i) an owner is found to have submitted false documents to the POD related to either an application or other documentation requested by the POD pursuant to this article, (ii) the development had three or more code violations in a 24-month span after being granted an exemption, (iii) the development has an unpaid fine or charge for any code violations for more than 90 consecutive days, or (iv) the development or the owner fails to comply with the terms of the exemption identified in the certificate, then the POD may provide written notice to the address of the owner set forth in the application of an intent to revoke the exemption, which notice will specify the actions that the owner can take to correct any deficiencies outlined in the notice. If the owner does not take the actions outlined by the POD in such notice within 15 days, the POD may revoke the exemption and notify the Pinellas County Property Appraiser of such revocation.

Sec. 28-206. – Expiration.

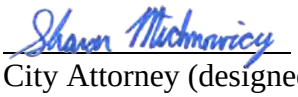
This article II shall expire December 31, 2030, unless renewed pursuant to F.S. § 196.1979. Any exemption granted pursuant to this article shall expire after expiration or repeal of either (i) this article II or (ii) the enacting ordinance. No properties may receive an exemption authorized by this article II after expiration or repeal of this article II.

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

SECTION 6. Coding. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

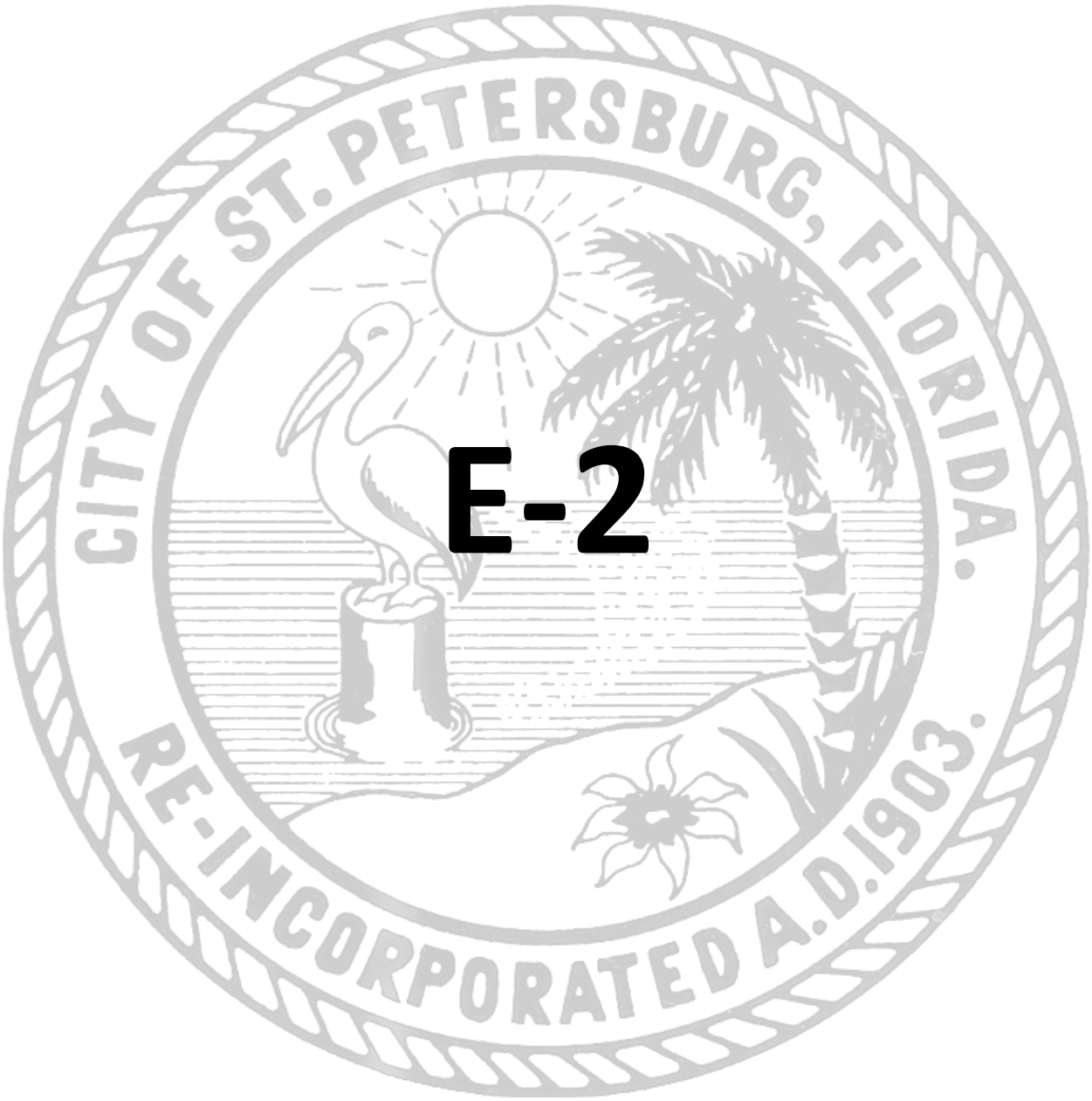
SECTION 7. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective on December 31, 2026. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective five (5) days after the day on which a successful vote to override the veto is taken or December 31, 2026, whichever occurs later.

Approved as to form and content:



City Attorney (designee)
00926257

The following page(s) contain the backup material for Agenda Item: An application for text amendment to the City of St. Petersburg's Land Development Regulations (LDRs) is in response to the 2026 State of Florida Legislative Session. The Planning Department, working with the City Attorney's Office, has prepared the attached proposal to maintain consistency with the Florida Statutes by amending the LDRs. The proposal includes several other related text amendments. Please scroll down to view the backup material.



E-2

ST. PETERSBURG CITY COUNCIL

Meeting of November 19, 2026

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

SUBJECT: **City File LDR 2026-05, Florida Legislative Session (2026) Updates & Miscellaneous Updates:** This application for text amendment to the City of St. Petersburg's Land Development Regulations (LDRs) is in response to the 2026 State of Florida Legislative Session. The Planning Department, working with the City Attorney's Office, has prepared the attached proposal to maintain consistency with the Florida Statutes by amending the LDRs. The proposal includes several other related text amendments.

Ordinance 657-H: An Ordinance of the City of St. Petersburg, Florida creating a registry of qualified contractors for preapplication consultation services in accordance with state law; amending City Code Section 16.70.010.1 to add the option to use qualified contractors for required preapplication conferences; providing for severability; and providing an effective date.

Ordinance 658-H: An Ordinance of the City of St. Petersburg amending Chapter 16, Land Development Regulations, to make changes and updates to regulations based on new state laws related to compatibility, manufactured homes, glazing requirements, chickees, synthetic turf, shopping cart retention, and platting; making clarifying changes to sections related to hexagon block sidewalks, porches, garages, carports, and submissions of applications; revising height requirements and setbacks in special flood hazard areas; revising requirements for commission membership; amending third party historic designation application requirements; providing for a neighborhood sign program; providing definitions; correcting typographical errors; amending Chapter 8 of the City Code to make concurrent changes related to hexagon block sidewalks; providing for severability; and providing an effective date.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Development Review Commission (DRC)
Staff Report Attached, Video
Commission Discussion Starts at 00:20:40

Commission Discussion Ends at 01:03:20

On November 4, 2026, the DRC conducted a public hearing regarding the proposed text amendments and unanimously voted to make a finding of consistency with the City's Comprehensive Plan.

During the public hearing, the DRC received a detailed presentation from City Staff and discussed several of the following recommendations:

- *Glazing and Transparency Requirements and Live Local Updates*

  Starting at 00:20:50, Commissioner Teresa Brydon asked a question regarding the regulation of glazing and transparency requirements. The published DRC staff report described the item as "to be determined" but has since been updated with additional details in the information table Lines 10-16 and the Ordinance Sections 9-15.

  Live Local Act 4.0 was referenced in the DRC materials as "to be determined" and referenced in Commissioner Brydon's question, however, no code changes are proposed at this time. The adopted pre-emption is already regulated through Chapter 2026-179.

- *Construction in the Floodplain*

  Starting at 00:25:50, Commissioner Sam Blatt asked a question relating to the standards for elevating existing structures within the floodplain. City Staff explained the development standards and distinction between elevating the existing house with a new first floor on the same footprint versus construction of a new second floor on the same footprint and fortifying the existing ground floor walls to comply with flood standards.

- *Synthetic Turf*

  Starting at 00:29:20, Commissioner Sam Blatt asked a question relating the size threshold of one-acre for one- and two-unit properties regulated in the State Law. His question identified the need for a clarifying edit that has since been added to the proposed Ordinance.

- *Neighborhood Association Membership for Commissioners*

  Starting at 00:31:35, Commissioner Sam Blatt asked for clarification relating to Commission Members (DRC and CPPC) holding officer positions in neighborhood associations.

- *Neighborhood Signs*

  Starting at 00:33:40, Commissioner Melissa Strassner asked for clarification regarding neighborhood subdivision signs. Heather Judd, Managing Assistant

City Attorney provided a detailed explanation of the proposed change. Additional neighborhood subdivision sign discussion starts at 00:55:55.

- *Third Party Applications, City Council Notification*

  Starting at 00:36:40, Commissioner Will Conroy expressed concern that the recommendation to remove City Council notification was lowering the standard. Heather Judd, Managing Assistant City Attorney, answered that this recommendation came directly from the City Council, further explained the quasi-judicial process for designation applications, and related concerns about ex parte communications.

Recommended City Council Action:

1. CONDUCT the first reading; and
2. SET the second reading and adoption public hearing for December 3, 2026.

Attachments:

1. Ordinance 657-H
2. Ordinance 658-H
3. DRC Staff Report
4. Business Impact Estimate (is recorded on file and published online)

LAND DEVELOPMENT REGULATIONS (LDRs) CODE IMPROVEMENTS

	SECTION NO.	SECTION TITLE	COMPLEXITY	DESCRIPTION
	INTRODUCTION	2026 Florida Legislative Session		The 2026 Florida Legislative Session resulted in several adopted bills that impact local land use and zoning regulation. These adopted bills are recorded as follows: • Chapter 2026-07 Land Use and Development Regulations • Chapter 2026-35 Vertiports • Chapter 2026-55 Regulation of Chickees (Accessory Building) • Chapter 2026-63 Building Permits and Inspections • Chapter 2026-64 Local Land Planning and Development • Chapter 2026-65 Data Centers • Chapter 2026-87 Historic Cemeteries Program • Chapter 2026-179 Live Local 4.0 Related text amendments are included throughout the following table. Each related item is labelled “2026 FL Legislative Session”, includes the Chapter No., and is organized in the numerical order of the City Code, Chapter 16, Land Development Regulations.
		Other Code Amendments		In addition to the 2026 Florida Legislative Session updates mandated by State Law, there are several other recommended text amendments to the Land Development Regulations. These text amendments extend
ORDINANCE 658-H: MAIN				
1	Section 8-6(a)(3)	Hexblock Sidewalks: Chapter 8	Clarification	**Description:** Subsection 8-6(a)(3) states, “Historic granite curbs and hex-block sidewalk pavers shall be preserved and protected. Any damage thereto caused by construction shall be repaired prior to a certificate of occupancy being issued.” This has been misinterpreted to be a preservation-in-place requirement that is contrary to past Resolutions and City Code Section 16.40.130.3.B, which specifies applicability and preservation locations. The original intention of this sentence was to note that historic streetscape materials are required to be preserved whether that is in-place or removed and returned to the ownership of the City of St. Petersburg. Per 16.40.130.3.B, preservation-in-place applicability only applies in the following circumstances: 1. National Register Historic District 2. Local Landmark Historic District 3. Adjacent to an individual landmark listed in the National Register of Historic Places 4. Adjacent to an individual landmark listed in the St. Petersburg Register of Historic Places 5. Old Southeast Hexagon Block Preservation District **Recommended Action:** Amend Chapter 8 language to clearly distinguish between the preservation of materials meaning *hexblock pavers* that are the property of the City separate from the preservation of *sidewalks-in-place* as regulated through Section 16.40.120.3.B. This text amendment will amend Chapter 8 by striking the confusing sentence and adding a cross-reference to City Code, Chapter 16, traditional streetscape materials.
2	16.10.010.4	2026 FL Legislative Session: Florida Law Chapter 2026-7 Factors for assessing compatibility	State Mandate	**Description:** The new law requires local government comprehensive plans and land development regulations to include factors for assessing compatibility of allowable residential uses within a residential zoning district and establishes requirements for examining a development application for compatibility (Section 6; FS 163.3194; Effective January 1, 2027). The City’s existing Comprehensive Plan and Land Development Regulations extensively describe the framework for land use and zoning in the City. This framework includes Neighborhoods, Corridors, and Centers, which is further divided into Traditional and Suburban classifications. These divisions are based on the unique physical characteristics of each

				district and include tailored site and building orientation and design standards for compatibility. The design standards are further sub-divided into site and building elements, including but not limited to, vehicle connections and parking, pedestrian connections, building style, building form, building materials, wall composition and transparency, roofs, porches, garages, and ancillary equipment. The City already meets this State requirement for compatibility. **Recommended Action:** Insert a new sentence in Section 16.10.010.4.K stating that the City's land development framework and zoning district regulations meet this State requirement for compatibility.
3	16.20.010.6	Neighborhood Traditional: Building Envelope: Maximum Height and Minimum Setbacks.	**Policy Change**	**Description:** In 2025, City Council adopted Ord. No. 611-H amending the regulation of properties located within the Special Flood Hazard Area. Specifically, existing structures proposed for elevation to meet minimum FEMA flood elevation standards were allowed encroachments into the normally prescribed setbacks. Since adoption of this regulation, several proposals have been received to retain the existing first floor exterior walls, fortify the first-floor exterior walls, and then add new vertical additions to shift the main living space upstairs to the new second floor. **Recommended Action:** Retain the elevation allowance as originally adopted and expand the applicability to include a vertical addition to the existing building footprint.
4	16.20.010.11	Neighborhood Traditional: Building and Site Design Standards Windows; Roofs; and Garages	Clarifications & **Policy Change**	**Description:** The Building and Design Standards include standards for windows, roofs, and garages. This amendment is primarily a clarification to: • Update a reference to architectural styles from "Modern" to "Contemporary" • Update roofs to include "flat roof" This amendment also includes one policy change to the garage standards. The existing garage standards require that garage doors be located at least 10-feet behind the front façade of the principal structure for properties located in NT-3 and 10-feet behind the front plane of the front porch for properties located in NT-1, NT-2, and NT-4. This proposal provides additional flexibility for properties located in the NT-3 zoning category by shifting the measurement from the front facade line of the principal structure to the front plane of the front porch. **Recommended Action:** Strike the reference to NT-1, NT-2, and NT-4 thereby expanding the standard to include NT-3. Garages shall be located at least 10-feet behind the front plane of the front porch, or where no porch is provided, 10-feet behind the front façade line of the principal structure.
5	16.20.015.7	Neighborhood Traditional Mixed-Residential: Entrances	Clarification	**Description:** Minor amendment to clarify the primary entrance standards. **Recommended Action:** Amend the related table to streamline the primary entrance standard for each building type. "Attached Townhouse" is co-labeled with "Duplex" to recognize related building code references and terminology.
6	16.20.020.7	Neighborhood Suburban: Building Setback Roofline between 24- and 28-feet	**Policy Change**	**Description:** In 2025, City Council adopted Ord. No. 611-H, which helped accommodate the redevelopment of storm damaged properties. Since adoption of these regulations, several houses have tried to build in front of existing swimming pools that were retained. This is creating conflict between the required front yard setback where the beginning of roofline measurement is greater 24-feet up to 28-feet. **Recommended Action:** Within the NS-1 zoning category, adjust the front yard building setback from 30-feet to 25-feet where the beginning of roofline measurement is greater than 24-feet up to 28-feet.
7	16.20.020.7	Neighborhood Suburban: Building Setback Roofline between 24- and 28-feet	**Policy Change**	**Description:** In 2025, City Council adopted Ord. No. 611-H amending the regulation of properties located within the Special Flood Hazard Area. Specifically, existing structures proposed for elevation to meet minimum FEMA flood elevation standards were allowed encroachments into the normally prescribed setbacks. Since adoption of this regulation, several proposals have been received to retain the existing first floor exterior walls, fortify the first-floor exterior walls, and then add new vertical additions to shift the main living space upstairs to the new second floor. **Recommended Action:** Retain the elevation allowance as originally adopted and expand the applicability to include a vertical addition to the existing building footprint.
8	16.20.020.12	Neighborhood Suburban: Building and Site Design Standards Wall Composition Garages	Clarification	**Description:** The Building and Design Standards include standards for wall composition, including windows. This amendment is a clarification to update a reference to architectural styles and the front porch requirement. **Recommended Action:**

				Amend the architectural style reference from “Modern” to “Contemporary” and add the word “front” to the existing word “porch” thereby matching the definition for a “front porch” listed in Section 16.90.
9	16.20.040	2026 FL Legislative Session: Florida Law Chapter 2026-7 Manufactured Housing 2026 FL Legislative Session: Florida Law Chapter 2026-63 Manufactured Housing	State Mandate	**Description:** The new law 2026-7 provides for the placement of manufactured housing on any lot in a recreational vehicle or mobile home park (Section 7; FS 553.382; Effective January 1, 2027). The new law 2026-63, is a companion to 2026-7, exempting manufactured homes in mobile home parks. (Section 5 and 6; FS 553.382 and 553.385; Effective July 1, 2026). The City’s Land Development Regulations are not exclusionary as they already allow manufactured housing in residential zoned areas. The City will need to amend the Neighborhood Suburban Mobile Home District to include a supporting reference for manufactured homes pursuant to the new law. Special Note: Section 8 of Florida Law Chapter 2026-07 is inconsistent with Section 6 of Florida Law Chapter 2026-63. Both bills are amending Florida Statutes, Section 553.385. Florida Law Chapter 2026-07 was filed on March 27, 2026; Florida Law Chapter 2026-63 was filed on May 6, 2026. According to the City Attorney’s Office, the default is what is actually codified into the final Statute 553.385 and Lexis is saying that this will be the version that is valid as of January 1, 2027.
				Recommended Action: Amend Section 16.20.040.1 Composition of Neighborhood Suburban Mobile Home to include that manufactured homes may replace mobile homes, in accordance with the new law and Florida Statute 553.385.
10	16.20.060.7	2026 FL Legislative Session: Florida Law Chapter 2026-63 Glazing / Transparency CRT Zoning District	State Mandate	**Description:** The new law prohibits any requirement that imposes a glazing requirement that results in the glazing of more than 15-percent of the surface area of the primary façade for the first 10-feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district (Section 8; Effective July 1, 2026) The City regulates fenestration and glazing requirements in its building design standards within multiple zoning categories. The transparency requirement is sometimes written as a percentage of the street level façade, a fraction of the more comprehensive fenestration requirement, or it has minimum design standards that might result in a greater percentage than is allowed by this new law. It is noted that this regulation includes faux windows and defines “primary façade” as the building side with the primary entrance to the building. The CRT (Corridor Residential Traditional) zoning category requires at least 50 percent transparency of street level façades for all residential, commercial, and mixed-use developments.
				Recommended Action: Amend the City Code to insert a statement referring to the State of Florida pre-emption.
11	16.20.070.7	2026 FL Legislative Session: Florida Law Chapter 2026-63 Glazing / Transparency CRS Zoning District	State Mandate	**Description:** The new law prohibits any requirement that imposes a glazing requirement that results in the glazing of more than 15-percent of the surface area of the primary façade for the first 10-feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district (Section 8; Effective July 1, 2026) The CRS (Corridor Residential Suburban) zoning category requires at least 33.2 percent transparency of street level façades for all residential, commercial, and mixed-use developments.
				Recommended Action: Amend the City Code to insert a statement referring to the State of Florida pre-emption.
12	16.20.080.7	2026 FL Legislative Session: Florida Law Chapter 2026-63 Glazing / Transparency CCT Zoning District	State Mandate	**Description:** The new law prohibits any requirement that imposes a glazing requirement that results in the glazing of more than 15-percent of the surface area of the primary façade for the first 10-feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district (Section 8; Effective July 1, 2026) The CCT (Corridor Commercial Traditional) zoning category requires at least 50 percent transparency of street level façades for all commercial developments.
				Recommended Action: Amend the City Code to insert a statement referring to the State of Florida pre-emption.
13	16.20.090.7	2026 FL Legislative Session: Florida Law Chapter 2026-63 Glazing / Transparency CCS Zoning District	State Mandate	**Description:** The new law prohibits any requirement that imposes a glazing requirement that results in the glazing of more than 15-percent of the surface area of the primary façade for the first 10-feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district (Section 8; Effective July 1, 2026) The CCS (Corridor Commercial Suburban) zoning category requires at least 50 percent transparency of street level façades for all commercial developments.

				Recommended Action: Amend the City Code to insert a statement referring to the State of Florida pre-emption.
14	16.20.120.8	2026 FL Legislative Session: Florida Law Chapter 2026-63 Glazing / Transparency DC Zoning District	State Mandate	**Description:** The new law prohibits any requirement that imposes a glazing requirement that results in the glazing of more than 15-percent of the surface area of the primary façade for the first 10-feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district (Section 8; Effective July 1, 2026) The DC (Downtown Center) zoning category requires at least 50 percent transparency of street level façades for all commercial developments. **Recommended Action:** Amend the City Code to insert a statement referring to the State of Florida pre-emption.
15	16.20.130.8	2026 FL Legislative Session: Florida Law Chapter 2026-63 Glazing / Transparency EC Zoning District	State Mandate	**Description:** The new law prohibits any requirement that imposes a glazing requirement that results in the glazing of more than 15-percent of the surface area of the primary façade for the first 10-feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district (Section 8; Effective July 1, 2026) The EC (Employment Center) zoning category requires at least 50 percent transparency of street level façades for all commercial developments on Pedestrian Level “A” and “B” Street and 30 percent transparency on all other streets. **Recommended Action:** Amend the City Code to insert a statement referring to the State of Florida pre-emption.
16	16.20.150.7	2026 FL Legislative Session: Florida Law Chapter 2026-63 Glazing / Transparency RC Zoning District	State Mandate	**Description:** The new law prohibits any requirement that imposes a glazing requirement that results in the glazing of more than 15-percent of the surface area of the primary façade for the first 10-feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district (Section 8; Effective July 1, 2026) The RC (Retail Center) zoning category requires at least 50 percent transparency of street level façades for all commercial developments. **Recommended Action:** Amend the City Code to insert a statement referring to the State of Florida pre-emption.
17	16.30.070.2.5.C.6	Historic Preservation Non-Owner Initiated Designations City Council Contact	**Policy Change**	**Description:** City Code Section 16.30.070.2.5.C.6 regulates the submission of third-party applications to designate property a local landmark. The second of four necessary actions requires the applicant to, “…meet with the City Council member of the district in which the property is located to determine if the councilmember will make a motion to request that the City initiate a designation application.” The original intent of this requirement was to give the pending applicant a sense of whether the City Council member (or larger body) would likely support their third-party application, if filed. In execution however, City Council members have expressed concern about whether their early communications compromises the quasi-judicial proceeding that will follow, if an application was filed. Both the Community Planning and Preservation Commission and City Council discussed this requirement at their joint Committee of the Whole (COW) on September 24, 2026, and jointly requested that this requirement be removed from the City Code. **Recommended Action:** Strike requirement no. 2 mandating contact with the City Council member of the district in which the property is located and renumber the section accordingly.
18	16.40.050.4.3.6	2026 FL Legislative Session: Florida Law Chapter 2026-55 Chickees (Definition)	State Mandate	**Description:** The new law redefines “chickee” to allow certain materials, non-wood fasteners, and optional electrical or plumbing features. Chickees are currently regulated in City Code Section 16.40.050.4.3, which states “Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.” The new allowances are more expansive and shall be accommodated through an updated definition. **Recommended Action:** Amend City Code Section 16.40.050.4.3.6 redefining “chickee” to allow certain non-wood materials, and optional electrical or plumbing features with a building permit.
				Description:

19	16.40.050.4.3.6	2026 FL Legislative Session: Florida Law Chapter 2026-55 Chickees (Fire Code Reference)	State Mandate	The new law exempts chickees from the Florida Fire Prevention Code if they are built at least 20 feet from another structure or feature, approved fire-proofing measures (Section 3; FS 633.202; Effective July 1, 2026). **Recommended Action:** Amend City Code Section including new reference and exemption from the Florida Fire Prevention Code, with 20-foot setback requirement.
20	16.40.060	2025 FL Legislative Session Florida Law Chapter 25-140 DEP Rule 62-308.100 Synthetic Turf	State Mandate	**Description:** During the 2025 Florida Legislative Session, a bill was adopted and subsequently recorded as Florida Law Chapter 2025-140. The new law pre-empted local regulations of artificial or synthetic turf. Specifically, the new law prohibits any local municipality from adopting or enforcing any ordinance, resolution, order, rule, or policy that prohibits, or is enforced to prohibit, a property owner from installing synthetic turf that complies with the Department of Environment Protection (DEP) standards adopted pursuant to this section on single-family residential properties 1 acre or less in size. (Section 1; FS 125.572; Rule 62-308.100, Became Effective on May 19, 2026 Upon Publication by DEP). The final rule was published on May 19, 2026. Minimums standard for the installation of synthetic turf include material type, color, permeability, stormwater management, potable water conservation, water quality, proximity to trees and other vegetation, and other factors impacting environmental conditions. **Recommended Action:** Amend City Code Section 16.40.060.2.1.1.5, Development and Redevelopment of New One- and Two-Unit Residential Properties, to update reference to permeable landscaped vegetative green space. Amend City Code Section 16.40.060.2.1.2.A and B and D, Additional Requirements for New and Existing One- and Two-Unit Residential Properties, to update references, clarify permeability, and add a cross reference to the State pre-emption relating to the use of synthetic turf.
21	16.40.090.3.4.B.13	Parking Lot Design Standards Cart Return Corrals	Attorney General's Opinion: AGO 2026-03	**Description:** On January 31, 2026, James Uthmeier, Attorney General, published AGO 2026-03 regarding the preemption of shopping cart regulations. The Opinion concludes that Section 506.5131(2) expressly preempts any ordinance "that requires a business establishment to install a retention system to retain shopping carts within the real property boundaries of a business location." In response to this Opinion and subsequent evaluation by our City Attorney's Office, it is necessary to update City Code Section 16.40.090.3.4.B.13. **Recommended Action:** Delete City Code Section 16.40.090.3.4.B.13 regulating cart return corrals.
22	16.40.120.6.1	Neighborhood Signs	**Policy Change**	**Description:** The sign ordinance does not clearly authorize neighborhood subdivision signs to be located within the public right-of-way; this proposed amendment will establish clear authorization for their location within the public ROW. **Recommended Action:** Add a new subsection D with proper authorization, provided that the sign is approved through the City's neighborhood signs program.
23	16.40.130.3.C	Traditional Streetscapes Hexagon Block Sidewalks Stamping of Concrete	Clarification	**Description:** On April 9, 2026, Planning Department staff presented to the Public Service and Infrastructure Committee (PSI). The purpose of the presentation was to review and discuss miscellaneous concerns relating to the regulation of hexagon block sidewalks. One emerging problem is damage to the pavers during construction on the adjacent property. Current code section states the following, which has been erroneously interpreted by the public to mean that stamped concrete is prohibited everywhere: "Sidewalk preservation. In areas regulated by this section, where hexagon blocks currently exist as part of the public sidewalk, the City and the adjoining property owner(s) shall maintain and preserve the hexagon blocks and are prohibited from installing any alternative construction material that is different from the existing hexagon block sidewalks. The use of a decorative hexagon block surface pattern is prohibited at these locations." The prohibition (against stamped concrete) is applied in the protection zones only and where someone is requesting to remove existing hexagonal block pavers. **Recommended Action:** Amend Section 16.40.130.3.C to clarify this regulation.
24	16.40.130.3.E	Traditional Streetscapes Hexagon Block Sidewalks Damage During Construction	Clarification	**Description:** On April 9, 2026, Planning Department staff presented to the Public Service and Infrastructure Committee (PSI). The purpose of the presentation was to review and discuss miscellaneous concerns relating to the regulation of hexagon block sidewalks. One emerging problem is damage to the pavers during construction on the adjacent property.

				Recommended Action: Create a new Section 16.40.130.3.E stating that hexagon block pavers within the right-of-way shall remain the property of the City and that contractors shall have certain obligations to protect these historic blocks throughout the construction period.
25	16.50.020.4.2.B.2	Accessory Structures and Ancillary Equipment Ancillary Equipment	Correction	**Description:** This section was updated in 2025 but includes a remnant sentence that was erroneously left in the final, adopted Ordinance when it should have been deleted. **Recommended Action:** Strike the remnant sentence requiring that ancillary equipment exceeding one (1) foot above the ground level or design flood elevation line shall be located behind the rear façade of the structure or the top of the roof.
26	16.50.130.9.4	Docks: Roof or Canopy Structure	Clarification	**Description:** Attempt to clarify the roof pitch standard by converting from a 1-foot elevation per 20-foot horizontal distance to an angle of degrees measurement. **Recommended Action:** Amend this section to add reference to 2.86 degrees, equal to the existing 1:20 ratio.
27	16.60.010.6	Dimensional Regulations and Lot Characteristics: Building Height Measurement (in Special Flood Hazard Area)	**Policy Change**	**Description:** The Planning Department has been presented an issue relating to single-family houses actively rebuilding after 2024's storm season and flood impacts. On November 5, 2026, the Housing, Land Use, and Transportation Committee received a presentation on the subject of amending how the City's measures building heights in the Special Flood Hazard Area and whether changes should be considered to allow additional exception for vehicles to be parked underneath the living space rather than adjacent to it. Building height measurements begin at the Design Flood Elevation Line. In some instances, the Building Flood Elevation Line and Design Flood Elevation Line are not high enough to accommodate a parking garage to be positioned underneath the elevated living spaces. **Recommended Action:** Amend the City Code as presented to the HLUT Committee and directed by HLUT Committee Members. This will allow up to an additional five (5) feet from the Design Flood Elevation Line when located within the Special Flood Hazard Area.
28	16.60.050.2	Allowable Encroachments Setbacks: Garages, Resident Front-Loading Pools and Spas	Clarification	**Description:** Clarification *Garages, Resident Front-Loading*. Clarify language by adding reference to traditional dimensions for a maximum garage width. *Pools and Spas*. Clarify descriptions to better distinguish between waterfront yards and all others and add a reference to engineering standards for avoiding conflicts with existing, underground tie-backs. **Recommended Action:** Amend as shown in the attached Ordinance.
29	16.70.010.8.A	Applications and Procedures: Successive Applications	Clarification	**Description:** The section regulating the time-period for submitting successive applications does not address scenarios that include a City Council denial. **Recommended Action:** Amend the section to clearly include scenarios that also involve a City Council denial.
30	16.70.040.1.1.E	Applications and Procedures: Amendments to the Comprehensive Plan and Land Development Regulations.	Correction	**Description:** This section in the City Code includes two misspellings for *policies* and *existing*. **Recommended Action:** Correct two (2) misspellings.
31	16.70.050.1.7.D	2026 FL Legislative Session: Florida Law Chapter 2026-64	State Mandate	**Description:** Changes in State Law regarding the processing of preliminary plats requires additional changes relating to expedited approvals.

		Platting		**Recommended Action:** Amend as shown in the attached ordinance.
32	16.80.010.2 16.80.020.2	Community Planning and Preservation Commission (CPPC): Development Review Commission (DRC): Membership	**Policy Change**	**Description:** In 2026, several Commissioners on the Development Review Commission (DRC) and Community Planning and Preservation Commission (CPPC) held, or were considered for, Officer positions in their neighborhood association. This was historically discouraged as a condition of appointment to these two (2) Commissions to avoid the appearance of a conflict of interest, especially when the neighborhood associations are engaged on a specific application and submit an official position to the Commission or City Council. **Recommended Action:** Amend the membership qualifications within each of these two (2) Commissions.
33	16.90.010.C	Application and Submittal Requirements: Buildings and Structures	Attorney General's Opinion: AGO 2026-03	**Description:** On January 31, 2026, James Uthmeier, Attorney General, published AGO 2026-03 regarding the preemption of shopping cart regulations. The Opinion concludes that Section 506.5131(2) expressly preempts any ordinance "that requires a business establishment to install a retention system to retain shopping carts within the real property boundaries of a business location." In response to this Opinion and subsequent evaluation by our City Attorney's Office, it is necessary to update City Code Section 16.40.090.3.4.B.13. **Recommended Action:** Delete reference to "shopping cart corral locations" from the list of site plan requirements.
34	16.90.020.3	Definition: Carport	Clarification	**Description:** The Florida Building Code simply defines a carport as having two (2) open sides. In 2026, the City received a request to add a garage door along the alley for security, while retaining two (2) open sides on the interior. **Recommended Action:** Add definition for the word "carport" consistent with Florida Building Code definition and include additional
35	16.90.020.3	Definition: De minimis	**Policy Change**	**Description:** The Zoning Division historically allowed accommodation for "de minimis" encroachments relating to external trim and siding materials and construction error. Where needed, the allowance was limited to 0.25 feet, reviewed on a case-by-case basis, and applied administratively; however, this accommodation was never codified. The purpose of this text amendment is to insert supporting language in City Code Section 16.60.050.2 clearly stating that a de minimis encroachment may be administratively reviewed and approved. **Recommended Action:** Add a definition for "de minimis" encroachments not to exceed 0.25 feet.
ORDINANCE 657-H: PRIVATE PROVIDER				
36	16.70.010.1	2026 FL Legislative Session: Florida Law Chapter 2026-64 Private Prover Registry	State Mandate	**Description:** This new law requires the City to establish a registry of at least four (4) qualified contractors or two (2) qualified contractor firms which the City may use to supplement staff resources in ways determined by the City subject to certain conditions outlined in the State Law (Section 2; FS 163.3169; Effective July 1, 2026). Qualified application types cited by cross reference to State Statute 166.033(1) include applications for zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. **Recommended Action:** Add a new statement that pre-application consultation services may be provided by a qualified contractor from the City's registry to satisfy the pre-application conference requirement for certain applications pursuant to Florida Statute 163.3169.

ORDINANCE 657-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA CREATING A REGISTRY OF QUALIFIED CONTRACTORS FOR PREAPPLICATION CONSULTATION SERVICES IN ACCORDANCE WITH STATE LAW; AMENDING CITY CODE SECTION 16.70.010.1 TO ADD THE OPTION TO USE QUALIFIED CONTRACTORS FOR REQUIRED PREAPPLICATION CONFERENCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the 2026 Florida Legislative session House Bill No. 927 became Law of Florida, Chapter 2026-64 and created Florida Statute section 163.3169 which requires that the City establish a registry of at least four qualified contractors or two qualified contractor firms which the City shall use to supplement the City staff resources; and

WHEREAS, Chapter 2026-64 also amended Florida Statute section 166.033 to require municipalities to create a program making available development preapplication consultation services at an applicant's request; and

WHEREAS, the City already requires preapplication conferences with City staff prior to submission of development applications in City Code Section 16.70.010.1

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. In compliance with Florida Statute 163.3169 the City hereby establishes a registry of qualified contractors for preapplication consultation services for permits under F.S. 166.033(1); processing and expediting the review of applications for preliminary plats; or the requirements of F.S. 177.071 requiring the administrative approval of a plat or replat. The registry shall be reviewed and updated as needed by City planning staff and maintained on the City's website. The initial registry of qualified contractors is attached hereto as Exhibit A.

SECTION 2. Section 16.70.010.1. of the St. Petersburg City Code is hereby amended to read as follows:

Section 16.70.010.1. Required pre-application conference

A. An applicant for development shall request an informal conference with the City professional staff prior to filing an application for the purpose of discussing the proposed development and to identify the views and concerns of the applicant and the City's professional staff. In certain situations a fee may be charged.

B. Preapplication consultation services may be provided by a qualified contractor from the City's registry to satisfy the pre-application conference requirement for certain applications pursuant to Florida Statute 163.3169.

SECTION 3. Coding. As used in this ordinance, language appearing in struck-through type is language to be deleted from the Comprehensive Plan, and underlined language is language to be added to the Comprehensive Plan, in the issues, objectives, or policies where indicated. Language not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. The Planning Department is herby authorized to make non-substantive changes to the Comprehensive Plan for the purpose of renumbering policies and updating formatting to improve readability provided such changes do not alter the intent or substance of the policies.

SECTION 4. Severability. The provisions of this ordinance shall be deemed severable. If any provision of this ordinance is determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 5. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is required for compliance with federal or state law or regulation. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

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

REVIEWED AND APPROVED AS TO FORM AND CORRECTNESS:

	11-6-2026
City Attorney/Designee	Date
	11/05/2026
Planning Department	Date

EXHIBIT A

QUALIFIED CONTRACTORS FOR

PREAPPLICATION SERVICES

AECOM
Booth Design Group, Inc.
Carbon Design
C.B. Goldsmith & Associates, Inc.
Colliers Engineering & Design, Inc.
Harvard Jolly, Inc.
HDR Engineering Inc.
Jacobs Engineering Group, Inc.
Kimley-Horn & Associates, Inc.
Renker Eich Parks Architects, Inc.
Stantec Consulting Services
Sweet Sparkman Architects, Inc.
Wade Trim, Inc.
Wannemacher Jensen Architects, Inc.

ORDINANCE 658-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 16, LAND DEVELOPMENT REGULATIONS, TO MAKE CHANGES AND UPDATES TO REGULATIONS BASED ON NEW STATE LAWS RELATED TO COMPATIBILITY, MANUFACTURED HOMES, GLAZING REQUIREMENTS, CHICKEES, SYNTHETIC TURF, SHOPPING CART RETENTION, AND PLATTING; MAKING CLARIFYING CHANGES TO SECTIONS RELATED TO HEXAGON BLOCK SIDEWALKS, PORCHES, GARAGES, CARPORTS, AND SUBMISSIONS OF APPLICATIONS; REVISING HEIGHT REQUIREMENTS AND SETBACKS IN SPECIAL FLOOD HAZARD AREAS; REVISING REQUIREMENTS FOR COMMISSION MEMBERSHIP; AMENDING THIRD PARTY HISTORIC DESIGNATION APPLICATION REQUIREMENTS; PROVIDING FOR A NEIGHBORHOOD SIGN PROGRAM; PROVIDING DEFINITIONS; CORRECTING TYPOGRAPHICAL ERRORS; AMENDING CHAPTER 8 OF THE CITY CODE TO MAKE CONCURRENT CHANGES RELATED TO HEXAGON BLOCK SIDEWALKS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN

SECTION 1. Subsection 8-6(a)(3) of the St. Petersburg City Code is hereby amended to read as follows:

(3) Right-of-way protection. Prior to any excavation, all construction sites shall identify all public utilities on site and in any right-of-way abutting the site and the area to be used to access the construction site prior to any excavation. Existing sidewalks, curbs and roadways shall be protected from damage by vehicles and construction equipment and any damage thereto shall be

repaired prior to issuance of a certificate of occupancy. Equipment and vehicles are prohibited from parking over public utilities located in any part of the right-of-way which is not paved unless appropriate measures are taken to protect the utilities which are approved by the POD. Traditional streetscape materials such as hexagon block sidewalks, brick streets, and granite curbs are regulated by the Land Development Regulations, currently Chapter 16 of this Code. ~~Historic granite curbs and hex-block sidewalk pavers shall be preserved and protected.~~ Any damage thereto caused by construction shall be repaired prior to a certificate of occupancy being issued. All public sidewalks shall remain accessible whenever possible.

SECTION 2. Section 16.10.010.4.K of the St. Petersburg City Code is hereby amended to read as follows:

16.10.010.4. Zoning district regulations.

K. *Building and site design standards.*

The City's rich and unique architectural legacy has contributed significantly to the City's image, economic growth and quality of life. While the City's architectural legacy was previously enriched by the development of raw land, development in recent years has been replaced by redevelopment including, but not limited to, additions to existing buildings, demolition and replacement of existing buildings, and new construction on vacant lots within developed neighborhoods.

The City's building and site design standards expect new construction to respect and reinforce the neighborhood context created by existing development. While modern buildings will most likely be larger and have different needs than buildings constructed in the past, all new construction should blend with the established development pattern and not challenge it. For these reasons, many of the design standards seek to ensure that proposed buildings are properly located on the site, provide consistent connectivity for pedestrians and vehicles, and provide the typical features appropriate to the existing context. Contextual site layout will be the number one priority of the building and site design review process.

The City desires to allow the property owner and the design professional to choose the architectural style that is appropriate for the project. For these reasons, the design standards do not prescribe the use of certain architectural styles or specific architectural details. However, it is expected that once an architectural style is selected, it will be utilized correctly with the proper choice of materials, detailing, and proportioning. It is further expected that the chosen architectural style will have the features and attributes of a site layout that blends the new construction with the existing neighborhood context.

In order to assist the community with the transition from development to redevelopment, this chapter establishes building and site design standards to assist the property owner and design professional in choosing materials, proportions, location and other organizational arrangements. These design standards and zoning district regulations include factors for assessing compatibility of allowable uses and establish requirements for examining development applications for

compatibility in compliance with State law requirements. The design standards are not intended to restrict imagination, innovation or variety, but rather to assist in focusing design principles. The design standards will permit creative solutions that strengthen the overall contextual setting with a highly diverse architectural legacy of good design and unique urban context.

SECTION 3. Section 16.20.010.6 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.010.6. Building envelope: Maximum height and minimum setbacks.

Building Height	**Beginning of Roofline**	**Top of Roof Peak**
Primary building	24 ft.	36 ft.
Accessory building	20 ft.	30 ft.
Refer to technical standards regarding measurement of building height and height encroachments.		



Minimum Building Setbacks

Building Setbacks	**NT-1 and 2**			**NT-3**		**NT-4**	
	If beginning of roof line is less than or	If beginning of roof line is greater	If beginning of roof line is greater	If beginning of roof line is less than or	If beginning of roof line is greater	If beginning of roof	If beginning of roof line is greater

		equal to 18 ft.	than 18 ft. up to 24 ft.	than 24 ft.	equal to 24 ft.	than 24 ft.	line is up to 24 ft.	than 24 ft.
Front yard	Stoop	15 ft. or M	15 ft. or M	35 ft.	20 ft. or M	40 ft.	9 ft. or M	28 ft.
	Open Porch[(1)]	18 ft. or M	18 ft. or M	35 ft.	23 ft. or M	40 ft.	12 ft. or M	28 ft.
	Building	25 ft. or M	25 ft. or M	35 ft.	30 ft. or M	40 ft.	18 ft. or M	28 ft.
Interior side yard	For lots greater than 60 ft. in width	6 ft. or M	6 ft. or M	12 ft.	7.5 ft. or M	16 ft.	5 ft. or M	10 ft.
	For lots equal to or less than 60 ft. in width	10 percent of lot width[(2)] or M	6 ft. or M	12 ft.	7.5 ft. or M	16 ft.	5 ft. or M	10 ft.
Street side yard		12 ft. or M	12 ft. or M	16 ft.	15 ft. or M	22 ft.	eight ft. or M	15 ft.
Rear yard, with alley	For alleys equal to or greater than 16 ft. in width	6 ft. or M	6 ft. or M	20 ft.	6 ft. or M	20 ft.	5 ft. or M	20 ft.
	For alleys less than 16 ft. in width	10 ft., or 22 ft. including the width of the alley, whichever	10 ft., or 22 ft. including the width of the alley, whichever	20 ft.	10 ft., or 22 ft. including the width of the alley, whichever	20 ft.	8 ft., or 22 ft. including the width of the alley, whichever	20 ft.

		is less, or M	is less, or M		is less, or M		is less, or M	
Rear yard, no alley		10 ft. or M	10 ft. or M	30 ft.	10 ft. or M	30 ft.	10 ft. or M	30 ft.
Waterfront yard		20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	20 ft. ft.	20 ft.

Notes:

(1) Open porches are limited to a one story covered porch with or without a second story uncovered porch; two story covered porches shall meet the principal structure setback.

(2) For properties that are 50 feet or less in width, the minimum side yard building setback shall be five feet.

M (minor encroachment): Minor encroachments into normally prescribed setbacks may be allowed in order to accommodate an addition to align with the side of the existing structure, provided:

(a) The total floor area of the encroaching portion of an addition shall not exceed 50 square feet;
(b) No portion of the encroachment shall exceed 24 feet in height;
(c) In no case shall any encroaching structure be closer to a property line than four feet.

Refer to the dimensional regulations and lot characteristics and height, maximum allowable and encroachments sections (currently 16.60.010 and 020) for yard types and setback encroachments.

For properties located in a Special Flood Hazard Area, encroachments into normally prescribed setbacks may be allowed in order to accommodate a vertical addition to the existing building footprint or to elevate an existing single-family home ~~being elevated~~ to meet the required FEMA design flood elevation provided:

(a) Any additions to the existing building footprint, stairways or elevated decks must meet the normally prescribed setbacks; and
(b) The interior side yard setback shall be a minimum of three feet, if the beginning of roofline is less than or equal to 18-feet.
(c) The interior side yard setback shall be a minimum of four feet, if the beginning of roofline is greater than 18-feet up to 24-feet.

Enclosing porches in the front yard setback is regulated by the general development standards.

The larger of the minimum building separation distances required by the Florida Building Code or the fire prevention code or the minimum building setback established for the interior side yard setback shall apply.

Building setbacks are based on the overall height of the various sections of a proposed building. As the building height increases, so does the minimum required setback.



Minimum Building Setbacks for SE Uses

Building Setbacks SE Uses	**NT-1 and 2**	**NT-3**	**NT-4**
All yards (including waterfront)	35 ft.	35 ft.	35 ft.
Refer to technical standards for yard types.			

SECTION 4. Section 16.20.010.11 of the St. Petersburg City Code is hereby amended to update the paragraphs related to *Wall composition and transparency*, *Roofs*, and *Garages* to read as follows:

Wall composition and transparency. Wall composition standards ensure that ground-level storefronts and multifamily and single-family residential buildings offer attractive features to the pedestrian. Wall composition standards also mitigate blank walls and ensure that all sides of a building have visual interest. Transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety. The following criteria shall not apply to accessory structures.

1. Doors, windows and other appropriate fenestration, architectural details, and features shall be incorporated into all sides of a building. There shall be no blank façades, and no portion of a façade shall contain a blank area greater than 16 feet in width, except as otherwise provided herein. Interior side and rear façades on principal structures and all façades on accessory structures located in the rear one-half of the lot may contain a blank area up to 20 feet in width, provided that the façade is not visible from a right-of-

way, excluding alleys. Garages located at the rear one-third of the lot may have blank façades but not on the street side.

2. At least 30 percent of primary and secondary street façades shall consist of fenestration or architectural details and features. At least 20 percent of the front two-thirds of interior side façades shall consist of fenestration or architectural details and features. At least ten percent of the rear façade on corner lots and through lots shall consist of fenestration or architectural details and features. At least 50 percent of the required fenestration shall be transparent (i.e., window glass). For Certified Affordable/Workforce Housing, the primary and secondary street façades minimum shall be 20 percent and the interior side yard façade minimum shall be 15 percent.

   Refer to Section 16.90.020 for the definition of fenestration and architectural details.

   For yards on through-lots see the dimensional regulations and lot characteristics section.

3. Structures which are situated on corner lots, through lots, or, by the nature of the site layout have a façade which is clearly visible from rights-of-way, shall be designed with full architectural treatment on all sides visible from rights-of-way, excluding alleys. Full architectural treatment shall include roof design, wall materials, trim, and door and window openings. While it is recognized that buildings have primary and secondary façades, the construction materials and detailing should be similar throughout. Windows on the street side façades shall be evenly distributed in a consistent pattern, unless a different proportion is permitted or required by an identifiable architectural style. No portion of any façade visible from a right-of-way, excluding alleys, shall contain a blank area greater than 16 feet in width.

4. Window sashes and glass shall be square or vertical, unless a different proportion is permitted or required by an identifiable architectural style.

5. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill. Trim including a header, sill and side trim are not required if not consistent with the architectural style, i.e. ~~Modern~~ Contemporary or Mediterranean Revival.

6. Where the required design elevation is equal to or greater than 48 inches above finished grade, an articulated base is required to delineate the first floor level. The base may consist of a different material or decorative band, depending on the architectural style.

Roofs. Rooflines add visual interest to the streetscape and establish a sense of continuity between adjacent buildings. When used properly, rooflines can help distinguish between residential and commercial land uses, reduce the mass of large structures, emphasize entrances, and provide shade and shelter for pedestrians.

1. Buildings shall provide a pitched roof, flat roof or a flat roof with a decorative parapet wall compatible with the architectural style of the building.

Garages. Garage standards maintain and enhance the attractiveness of the streetscape and are influenced by a hierarchy of transportation, which begins with the pedestrian. The requirements relating to garage doors do not apply to garage doors facing alleys.

1. Garage doors facing the primary street:
   a. Shall be located at least ten feet behind the front plane of the front porch or, where no front porch is provided due to architectural style, the front façade line of the principal structure. ~~In the NT-1, NT-2 and NT-4 districts, this distance shall be measured from the front of the front porch, if any.~~
   b. Shall not exceed 40 percent of the linear frontage of the façade of the principal structure and shall have decorative garage doors. Decorative garage doors shall include raised panels with decorative hardware and/or glazing, or other designs approved by the POD which serve to visually break up a blank door.
2. Garage doors facing a non-primary side street, where adjoining side yard abuts another property's front yard:
   a. Shall be one or two single bay garage doors. Double garage bay doors are prohibited.
   b. Shall not exceed 40 percent of the linear frontage of the façade of the principal structure.
   c. Shall be decorative garage doors or feature at least one of the following enhancements: an arbor system surrounding the garage doors, or a projecting balcony, cupola, or other decorative element above the garage to lessen the impact of the vehicular orientation of the house. The decorative feature proposed by the applicant shall be compatible with the principal structure and must be approved by the POD. This decision may only be appealed by the property owner.

SECTION 5. Section 16.20.015.7 of the St. Petersburg City Code is hereby amended to read as follows:

The number and location of entrances can have a consequential impact on the compatibility of multi-family housing with surrounding single-family housing. These standards are intended to reinforce the residential character of the surrounding neighborhoods.

TABLE 16.20.015.7: Entrances[1, 2]

~~Accessory Dwelling Unit ("ADU")~~	~~Per ADU standards~~
Detached House	1 entrance facing the primary street
Duplex and Attached Townhouses	1 entrance minimum, 2 entrances maximum, per street face ~~facing the primary street; on corner lots, each unit entrance~~

	~~shall face a different street, except where entrances are provided from within an interior vestibule or hallway~~
Triplex and Fourplex	1 entrance minimum, 2 entrances maximum, per street face ~~facing the primary street; on corner lots, each unit entrance shall face a different street, except where entrances are provided from within an interior vestibule or hallway~~
Bungalow Court	Each main entrance shall face the shared court, except cottages abutting the primary street ~~shall~~ where a maximum of two cottages may have their main entrance facing the primary street.
[1] Any additional buildings that are located behind the front building are not required to have entrances facing a street. If an existing building is expanded to accommodate additional dwelling units and is on a corner lot, it shall be permitted to have two entrances facing the primary street and two entrances facing the non-primary street. [2] Pedestrian connections shall link each exterior entrance to the public rights-of-way, private open space, and parking areas.	

SECTION 6. Section 16.20.020.7 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.020.7. Building envelope: Maximum height and minimum setbacks.

Maximum Building Height (All NS Districts)

Building Height	**Beginning of Roofline**	**Top of Roof Peak**
Primary building	24 ft.	36 ft.
Accessory building	20 ft.	30 ft.
Refer to technical standards regarding measurement of building height.		



Maximum Building Height, Minimum Building Setbacks

Building Setbacks		NS-1			NS-2			NS-E	
		If beginning of roof line is less than or equal to 24 ft.	If beginning of roof line is greater than 24 ft. up to 28 ft.	If beginning of roof line is greater than 28 ft.	If beginning of roof line is less than or equal to 24 ft.	If beginning of roof line is greater than 24 ft. up to 28 ft.	If beginning of roof line is greater than 28 ft.	If beginning of roof line is less than or equal to 24 ft.	If beginning of roof line is greater than 24 ft.
Front Yard	Stoop	17 ft. or M	20 ft. or M	35 ft.	22 ft. or M	25 ft. or M	40 ft.	27 ft. or M	45 ft.
	Open Porch(1)	20 ft. or M	23 ft. or M	35 ft.	25 ft. or M	30 ft. or M	40 ft.	30 ft. or M	45 ft.
	Building	25 ft. or M	~~30~~ 25 ft. or M	35 ft.	30 ft. or M	35 ft. or M	40 ft.	35 ft. or M	45 ft.
Interior Side Yard		7.5 ft. or M	10 ft. or M	15 ft.	7.5 ft. or M	10 ft. or M	15 ft.	15 ft. or M	25 ft.
Street Side Yard		12 ft. or M	15 ft. or M	20 ft.	15 ft. or M	20 ft. or M	25 ft.	20 ft. or M	30 ft.
Rear Yard	Principal	20 ft. or M	25 ft. or M	30 ft.	20 ft. or M	25 ft. or M	30 ft.	30 ft. or M	40 ft.
	Accessory	10 ft. or M	20 ft. or M	30 ft.	10 ft. or M	20 ft. or M	30 ft.	20 ft. or M	40 ft.
Waterfront Yard		15 ft.	20 ft.	20 ft.	15 ft.	20 ft.	20 ft.	20 ft.	20 ft.

Notes:

(1) Open porch shall be limited to a one story covered porch with or without a second story uncovered porch; a two story covered porch shall meet the principal structure setback.

M (minor encroachment). Minor encroachments into the normally prescribed setbacks may be allowed so that an addition may align with the side of the existing structure, provided:

(a) The total floor area of the encroaching portion of an addition shall not exceed 50 square feet;

(b) No portion of the encroachment shall exceed 24 feet in height;

(c) In no case shall any setback be less than four feet.

For properties located in a Special Flood Hazard Area, encroachments into normally prescribed setbacks may be allowed in order to accommodate a vertical addition to the existing building footprint or to elevate

an existing single-family home ~~being elevated~~ to meet the required FEMA design flood elevation provided:

(a) Any additions to the existing building footprint, stairways or elevated decks must meet the normally prescribed setbacks, except for a stoop which shall have a minimum front yard setback of 14 feet.

(b) The minimum front yard setback shall be 20 feet for existing garages converted to habitable space when elevating the structure.

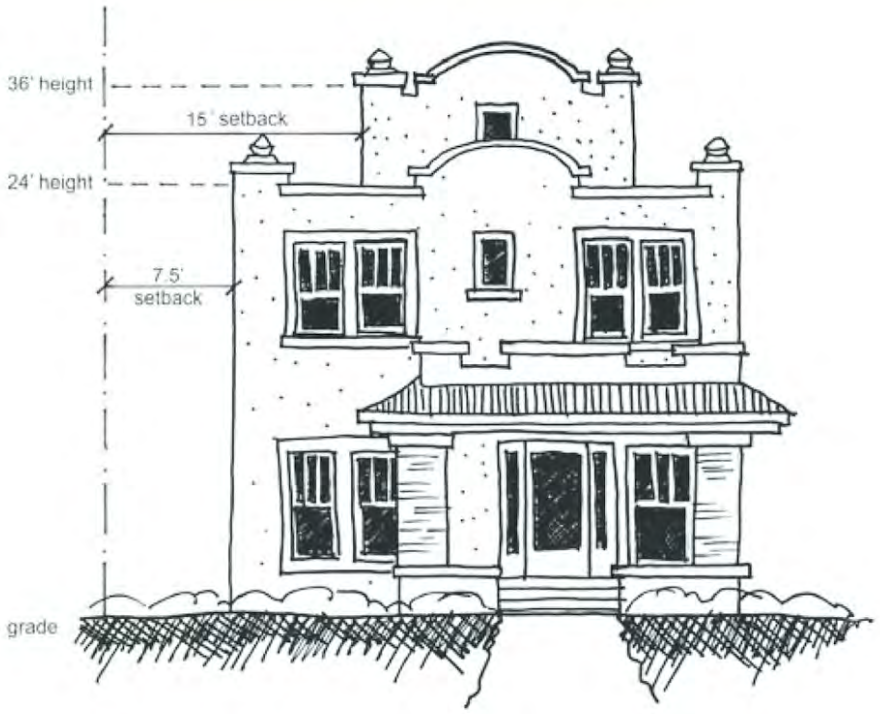
(c) The minimum interior side yard setback shall be three feet.

(d) The maximum building height to beginning of roofline shall not exceed 24-feet.

Refer to the dimensional regulations and lot characteristics and height, maximum allowable and encroachments sections (currently 16.60.010 and 020) for yard types and stoop and setback encroachments.

Enclosing porches in the front yard setback is regulated by the general development standards.

Building setbacks are based on the overall height of the various sections of a proposed building. As the building height increases, so does the minimum required setback.



Minimum Building Setbacks for SE Uses

Building Setbacks SE Uses	**NS-1**	**NS-2**	**NS-E**
All yards, including waterfront	35 ft.	35 ft.	35 ft.

Refer to technical standards for yard types.

SECTION 7. Section 16.20.020.12 of the St. Petersburg City Code is hereby amended update the paragraphs *Wall Composition* and *Garages* to read as follows:

Wall composition. Wall composition standards ensure that ground-level storefronts and multifamily and single-family residential buildings offer attractive features to the pedestrian. Wall composition standards also mitigate blank walls and ensure that all sides of a building have visual interest. Providing for transparency enhances visual connections between activities inside and outside buildings thereby improving pedestrian safety. The following criteria shall not apply to accessory structures.

1. Doors, windows and other appropriate fenestration, architectural details and features shall be incorporated into all sides of a building. With the exception of garages up to 15-feet in height located at the rear one-third of the lot there shall be no blank façades. No portion of a façade on any story shall contain a blank area greater than 16 feet in width, except as otherwise provided herein. Interior side and rear façades on principal structures and all façades on accessory structures located in the rear one-half of the lot may contain a blank area up to 20 feet in width, provided that the façade is not visible from a right-of-way, excluding alleys.
2. Structures which are situated on corner lots, through lots, or by the nature of the site layout have a façade which is clearly visible from rights-of-way, excluding alleys, shall be designed with full architectural treatment on all sides visible from rights-of-way. Full architectural treatment shall include roof design, wall materials, trim, and door and window openings. While it is recognized that buildings have primary and secondary façades, the construction materials and detailing should be similar throughout. Windows on the street side façades shall be evenly distributed in a consistent pattern, unless a different proportion is permitted or required by an identifiable architectural style. No portion of any façade visible from a right-of-way, excluding alleys, shall contain a blank area greater than 16 feet in width.

   Refer to Section 16.90.020 for the definition of fenestration and architectural details.

   For yards on through-lots see the dimensional regulations and lot characteristics section.
3. Where the required design elevation is equal to or greater than 48 inches above finished grade, an articulated base is required to delineate the first floor level. The base may consist of a different material or decorative band, depending on the architectural style.
4. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill. Trim including a header, sill and side trim are not required if not consistent with the architectural style, i.e. ~~Modern~~ Contemporary or Mediterranean Revival.

Garages. Garage standards maintain and enhance the attractiveness of the streetscape and are influenced by a hierarchy of transportation, which begins with the pedestrian.

1. Where alley access exists, alley access is highly encouraged.
2. Garage doors shall comprise no more than 60 percent of the linear frontage of the façade of the principal structure. When garage doors comprise more than 40 percent of the linear frontage of the façade, the principal structure shall feature a front porch connected to the principal entry that projects a minimum of five feet in front of the front façade line.
3. Where garages, including detached garages, which project past the front or street side façade of the principal structure and have garage doors that face a street, the garage entry shall feature at least one of the following enhancements: decorative garage doors, an arbor system surrounding the garage doors, a projecting balcony, cupola or other decorative element above the garage to lessen the impact of the vehicular orientation of the house. The decorative feature proposed by the applicant shall be compatible with the principal structure and must be approved by the POD. This decision may only be appealed by the property owner.

SECTION 8. Section 16.20.040.1 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.040.1. Composition of neighborhood suburban mobile home.

Mobile home parks exist throughout the City. These zoning regulations allow mobile home parks to exist and allow mobile homes to be replaced with new mobile homes, or a residential manufactured building certified under F.S. Chapter 553, in mobile home parks.

SECTION 9. Section 16.20.060.7, amending the building design standards for transparency within the Corridor Residential Traditional (CRT) zoning category, of the St. Petersburg City Code is hereby amended to read as follows:

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety.

1. At least 50 percent of street level façades of commercial units shall be transparent. The bottom of these windows shall begin no higher than two feet above grade level, and the top of all windows and doors shall be no lower than eight feet above grade level. Taller windows are encouraged. For a proposed new commercial or mixed-use construction or restoration project, not including contributing structures in a National Register of Historic Places district, a primary façade as defined by Florida Statute 553.79(24)(a)(3), may utilize glazing percentages as applicable pursuant to State law.

SECTION 10. Section 16.20.070.7, amending the building design standards for wall compensation and transparency within the Corridor Residential Suburban (CRS) zoning category, of the St. Petersburg City Code is hereby amended to read as follows:

Wall composition. Wall composition standards ensure that ground-level storefronts, and multifamily and single-family residential buildings, offer attractive features to the pedestrian. Wall composition also mitigates blank walls and ensures that all sides of a building have visual interest.

1. At least 50 percent of street façades shall have fenestration. At least 30 percent of the interior side and rear façades shall have fenestration. Entry doors shall count as fenestration if side panels or decorative windows are provided. Garage doors are not fenestration on street facing façades. For a proposed new commercial or mixed-use construction or restoration project, not including contributing structures in a National Register of Historic Places district, a primary façade as defined by Florida Statute 553.79(24)(a)(3), may utilize glazing percentages as applicable pursuant to State law.

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety.

1. At least two-thirds of the fenestration on each façade shall be transparent (i.e., window glass). For a proposed new commercial or mixed-use construction or restoration project, not including contributing structures in a National Register of Historic Places district, a primary façade as defined by Florida Statute 553.79(24)(a)(3), may utilize glazing percentages as applicable pursuant to State law.

SECTION 11. Section 16.20.080.7, amending the building design standards for transparency within the Corridor Commercial Traditional (CCT) zoning category, of the St. Petersburg City Code is hereby amended to read as follows:

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety.

1. At least 50 percent of street level façades of commercial units shall be transparent. The bottom of windows shall begin no higher than two feet above grade level, and the top of all windows and doors shall be no lower than eight feet above grade level. Taller windows are encouraged. For a proposed new commercial or mixed-use construction or restoration project, not including contributing structures in a National Register of Historic Places district, a primary façade as defined by Florida Statute 553.79(24)(a)(3), may utilize glazing percentages as applicable pursuant to State law.

SECTION 12. Section 16.20.090.7, amending the building design standards for transparency within the Corridor Commercial Suburban (CCS) zoning category, of the St. Petersburg City Code is hereby amended to read as follows:

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings thereby improving pedestrian safety.

1. At least 50 percent of street level façades of nonresidential buildings abutting streets shall be transparent. The bottom of windows shall begin no higher than three feet above grade level, and the top of all windows and doors shall be no lower than eight feet above grade level. Taller windows are encouraged. For a proposed new commercial or mixed-use construction or restoration project, not including contributing structures in a National Register of Historic Places district, a primary façade as defined by Florida Statute 553.79(24)(a)(3), may utilize glazing percentages as applicable pursuant to State law.

SECTION 13. Section 16.20.120.8, amending the building design standards for transparency within the Downtown Center (DC) zoning category, of the St. Petersburg City Code is hereby amended to read as follows:

Pedestrian building edge and store fronts (non-residential uses).

2. Ground level façades along primary streets shall have at least 50 percent transparency at the ground level. Ground level façades along secondary streets shall have at least 30 percent transparency at the ground level. For a proposed new commercial or mixed-use construction or restoration project, not including contributing structures in a National Register of Historic Places district, a primary façade as defined by Florida Statute 553.79(24)(a)(3), may utilize glazing percentages as applicable pursuant to State law.

SECTION 14. Section 16.20.130.8, amending the building design standards for transparency within the Employment Center-2 (EC-2) zoning category, of the St. Petersburg City Code is hereby amended to read as follows:

Pedestrian building edge and storefronts in the EC-2 district only.

2. For non-residential uses, ground level façades along pedestrian level "A" and pedestrian level "B" streets shall have at least 50 percent transparency at the ground level and ground level façades along all other streets shall have at least 30 percent transparency at the ground level. For a proposed new commercial or mixed-use construction or restoration project, not including contributing structures in a National Register of Historic Places district, a primary façade as defined by Florida Statute 553.79(24)(a)(3), may utilize glazing percentages as applicable pursuant to State law.

SECTION 15. Section 16.20.150.7, amending the building design standards for transparency within the Retail Center (RC) zoning category, of the St. Petersburg City Code is hereby amended to read as follows:

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety.

1. At least 50 percent of street level façades of nonresidential uses shall be transparent. The bottom of windows shall begin no higher than two feet above grade level, and the top of all windows and doors shall be no lower than eight feet above grade level. Taller windows are encouraged. For a proposed new commercial or mixed-use construction or restoration project, not including contributing structures in a National Register of Historic Places district, a primary façade as defined by Florida Statute 553.79(24)(a)(3), may utilize glazing percentages as applicable pursuant to State law.

SECTION 16. Subsection 16.30.070.2.5.C.6 of the St. Petersburg City Code is hereby amended to read as follows:

6. Non-owner initiated individual designation applications shall require the following:

(a) At least 30 days prior to submission of an application the applicant shall complete the following notice of intent to file actions:

1. Invite all property owner(s) as shown in the Public Records of Pinellas County, by certified and regular mail to a meeting to determine if the owners are willing to become co-applicants.

~~2.Meet with the City Council member of the district in which the property is located to determine if the councilmember will make a motion to request that the City initiate a designation application.~~

~~3~~2.Provide a complete copy of a designation application for the individual property to each property owner as shown in the Public Records of Pinellas County by certified and regular mail.

~~4~~3.Proof of compliance with this subsection shall be provided to the POD, and the POD shall not process the application for public hearing until all required materials are received.

SECTION 17. Subsection 16.40.050.4.3.6 of the St. Petersburg City Code is hereby amended to read as follows:

6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials~~,~~; that may have a wooden deck; and that does not incorporate any electrical, plumbing, or other non-wood features. A chickee may incorporate nonwood fasteners, including, but not limited to, nails, screws, bolts, nuts, washers, staples, and hurricane straps. A chickee may incorporate electrical or plumbing

features in accordance with a building permit for the incorporation of such features. A chickee is exempt from the Florida Fire Prevention Code if the chickee is at least 20 feet from another structure subject to the Florida Building Code or the chickee otherwise implements fire-proofing measures approved by a certified fire protection system contractor.

SECTION 18. Subsection 16.40.060.2.1.1.5 of the St. Petersburg City Code is hereby amended to read as follows:

5. All required yards not abutting streets shall be maintained as permeable landscaped vegetative green space with the exception of driveways, walks, patios and similar paved areas and non-organic mulch areas. Single-family residential properties one (1) acre or less in size may utilize synthetic turf that complies with the adopted Florida Department of Environmental Protection standards.

SECTION 19. Section 16.40.060.2.1.2 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.060.2.1.2. Additional requirements for new and existing one- and two-unit residential properties.

A. *Required permeable green space for yards abutting streets.* Required front yards and required side yards abutting streets shall be maintained as permeable landscaped vegetative green space with the exception of driveways, walks, patios, porches and similar paved areas, which areas combined shall not exceed 25 percent of the required front and street side yard areas for corner lots and 45 percent of the required front yard area for inside lots. Facilities constructed to achieve compliance with ADA requirements shall be exempt from this surface calculation. Yards abutting streets which do not conform to the provisions herein and which existed as of August 25, 1977, are grandfathered and exempt from this subsection. Required landscaped vegetative green space may be substituted with synthetic turf, on single-family residential property one (1) acre or less in size, if such synthetic turf is installed and manufactured according to the standards set by the Florida Department of Environmental Protection.

B. *Ground cover, private property.* Permeable portions of private property including required yards shall be maintained with an herbaceous layer of sod or ground cover plant material. This requirement may be substituted with synthetic turf which meets all the standards set by the Florida Department of Environmental Protection on single-family residential property one (1) acre or less in size. Installation of St. Augustine sod turf at a property with a new structure which receives construction permits is limited to a maximum of 50 percent of the permeable area of the lot.

C. *Ground cover, rights-of-way.* Permeable portions within the adjoining rights-of-way shall be maintained in accordance with an approved streetscape plan or, where an approved streetscape plan does not exist, with an herbaceous layer of sod or ground cover plant material. Where landscaping material is used in the right-of-way within four feet of the curb or road edge and there is no approved landscape plan, the landscaping materials, excluding sod, shall not exceed 24 inches in height above the top of the adjacent curb, or if there is no curb, the road bed,

provided that the landscaping material does not result in a hazard or impairment to public vehicular or pedestrian traffic or violate the visibility at intersection section.

D.*Mulch.* Organic mulch is a beneficial addition to landscaping in many situations including providing a surface covering under shrubs, or where ground cover material is maturing. The intention of these regulations is to allow mulch within a landscape design while not allowing an entire yard to only be covered with mulch. The use of cypress mulch is discouraged.

1. *Installation standards.* Where used in lieu of sod or ground cover plant material, mulch shall be placed to a minimum depth of three inches. The top level of the mulch shall not exceed the height of the immediately adjacent ground surface. Mulch shall not be placed directly against a plant stem or tree trunk, or in a required drainage area. Non-organic mulch including rubber, decorative gravel, shell or crushed stone shall be allowed only in planting areas (e.g., in gardens or hedge areas).

2. *Limits on installation on one- and two-unit residential properties.*

a. Organic mulch may be used without limit underneath ground cover, accent plants, shrubs and trees, provided the ground cover, accent plants, shrubs and trees or a combination thereof are planted and maintained at a cumulative ratio of at least one shrub or tree, planted within the mulch per each ten square feet of organic mulched area;

b. No more than 50 percent of the required front and street side yards may be covered only with organic mulch and no landscaping; organic mulch can be used without limit in the buildable area, and interior side and rear yards.

c. Where a mulch parking surface has been permitted pursuant to the parking and loading design section, a separation consisting of an herbaceous layer of sod or ground cover of not less than eight feet in width shall be provided between the parking area and any adjacent mulch area allowed pursuant to this section.

3. *Limits on installation in rights-of-way.* Organic mulch may be used in permeable areas of the right-of-way to keep moisture in the soil while other forms of approved ground cover plant material are maturing. Mulch is prohibited within four feet of the curb or road edge if there is no curb. Mulch in the right-of-way must be contained within borders sufficient to prevent flotation of mulch into the roadway. With the exception of permitted driveway or sidewalk materials, the use of shell, rock or other similar hardened non-organic mulch in the right-of-way is prohibited. Synthetic turf, regardless of its permeability or compliance with Florida Department of Environmental Protection standards, is prohibited in the right-of-way.

E. *Irrigation, existing one- and two-unit residential properties.* A permanent irrigation system is not required for existing one- and two-unit residential properties; however, where one is installed, it shall be designed to avoid runoff, overspray or other similar conditions where water flows onto or over adjacent property, non-irrigated areas, walkways, roadways or structures. Irrigation systems shall be maintained so there are no broken irrigation heads or leaks. Automatic sprinkler systems shall install a rain sensor device or switch which will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.

F. *Vegetation, existing one- and two-unit residential properties.* Any one- or two-unit residential property that meets or exceeds the tree and/or shrub standards set forth in the previous section for new one or two unit residential properties, shall maintain the minimum standards for

the property. This does not mean that existing one- or two-unit residential properties that do not meet the requirements set forth in the previous section for new one- or two-unit residential properties are required to install vegetation to meet those requirements.

G.*Landscaping adjacent to mechanical equipment on site.* Mechanical equipment, (e.g. backflow preventers, utility cabinets, air conditioners, etc.) visible from streets, excluding alleys, shall be landscaped with a continuous hedge comprised of shrubs planted no more than 30 inches on center or a decorative fence or architectural feature. Landscaping shall be installed no less than three feet from the equipment to allow for access, maintenance and required air flow.

H.*Landscaping adjacent to fences, walls, or dumpster enclosures.* The exterior of any opaque fence or wall which exceeds 150 linear feet in length, visible from any street (not alley) shall be landscaped with a minimum of one shrub for every three linear feet and one under-story tree for every 25 linear feet.

I. Decorative objects, including, but not limited to, rocks and planter beds, shall not be located within four feet of the curb of the street or where there is no curb, the road edge.

SECTION 20. Subsection 16.40.090.3.4.B is hereby amended to delete paragraph 13 and renumber the rest of the subsection accordingly.

~~13. *Cart return corrals.* When the use provides shopping carts for the use of customers, a minimum of one cart return corral measuring a minimum 180 square feet shall be provided for every 100 parking spaces. In no event shall any parking space be located further than 200 feet from a cart return corral. Cart return corrals shall be of durable, non-rusting, all season construction, and shall be designed and colored to be compatible with the building and parking lot light standards. Cart storage adjacent to the building entry shall be within the building, or within designated, walled enclosures measuring a minimum of four feet in height. The design of the walled enclosure shall be compatible with the primary building by incorporating similar fenestration and construction materials. Sidewalks necessary for pedestrian use shall not be permitted for cart storage.~~

SECTION 21. Section 16.40.120.6.1 of the St. Petersburg City Code is hereby amended to add a new subsection D. to read as follows:

D. District or neighborhood signs may be allowed in the right-of-way and in numbers exceeding the requirements of this section if they are approved by the City through its neighborhood signs program.

SECTION 22. Section 16.40.130.3 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.130.3. Hexagon block sidewalk repair and replacement.

A. *Definition.* For the purpose of this section:

1. "Hexagon block sidewalks" shall mean any sidewalk surface which is currently constructed of hexagon-shaped paver block.
2. "Sidewalk" shall mean the paved area in the right-of-way that is intended for use by pedestrians and is the minimum width required by the subdivision section.
3. "Parkway" shall mean that area, whether paved or not, between the sidewalk and curb, and between the sidewalk and property line.
4. The right-of-way (not including the vehicular driving area) immediately fronting a subject property may include both a sidewalk and a parkway.

B. *Applicability.* Hexagon block sidewalks shall be repaired and replaced, in the manner set forth in this section, in the following areas:

1. All local and National Register historic districts, including districts that have received official designation or have applied for local or National Register designation and which contain hexagon block sidewalks which are identified as a contributing element. Property which is included in an active designation request is only subject to this section after the POD has determined that the application is complete and hexagon block sidewalks are identified as a contributing element of the proposed district. If the request is denied, the property shall no longer be subject to this section;
2. Old Southeast Hexagon Block Preservation District;
3. Sidewalks abutting local landmarks.

C. *Sidewalk preservation.* In areas regulated by ~~this~~ subsection B., where hexagon blocks currently exist as part of the public sidewalk, the City and the adjoining property owner(s) shall maintain and preserve the hexagon blocks and are prohibited from installing any alternative construction material that is different from the existing hexagon block sidewalks. The use of a decorative stamp on poured concrete to replicate the hexagon block surface pattern is ~~prohibited at these locations~~ not allowed for replacing hexagon block pavers in the areas listed in subsection B, but may be allowed in other areas subject to approval by the City's Engineering Department.

D. *Sidewalk replacement.* In areas regulated by ~~this~~ subsection B, when the City is replacing an existing sidewalk and assessing the property owner, the City shall install hexagon block sidewalks at no additional charge to the property owner (over the cost of installing a concrete sidewalk) when the following conditions are met:

1. The subject area has had an approved historic survey or has been determined eligible for designation as a National Register Historic District and/or a Local Historic District;
2. Hexagon block sidewalks are identified as a contributing historic element in a historic district or a specific block face in a historic survey area;
3. Hexagon block sidewalks were the original sidewalk material;
4. At least one entire block face of concrete sidewalk is scheduled for replacement; and
5. The property owners of at least 50 percent plus one foot of the lineal footage abutting the sidewalk request that the concrete sidewalk be replaced with hexagon block sidewalk in writing.

E. Retention of Hexagon blocks. Hexagon block pavers within the right-of-way shall remain the property of the City. Contractors have an obligation to protect, inventory, and secure on-site, or return pavers to the City. If historic hexagon block pavers are allowed to be removed or replaced, the historic hexagon block pavers shall be neatly stacked, palletized, and delivered to the City or scheduled for pick-up by the City.

~~E~~F. *Exemptions.* Exemptions to the requirements of this section are discretionary, legislative actions and are not appealable. Exemptions may be initiated by City Council or an abutting property owner. Requests for an exemption shall be made to the Community Planning and Preservation Commission who shall hold a public hearing after providing mailed notice to abutting property owners and at least one posted notice on each block face.

SECTION 23. Subsection 16.50.020.4.2.B of the St. Petersburg City Code is hereby amended to read as follows:

B. *Development standards within traditional and suburban zoning districts*. Ancillary equipment in traditional and suburban zoning districts shall comply with the following:

1. Setbacks shall comply with those listed in the Setbacks, Allowable Encroachments Section.

2. The base of ground-mounted equipment shall not exceed one foot above ground level. Elevated equipment shall be mounted on a cantilevered platform attached to the side of a structure and not exceed one foot above the minimum design flood elevation required by City Code for flood protection. ~~If the base of ground-mounted equipment exceeds one foot above the ground level or design flood elevation then it shall be located behind the rear façade of the structure or on top of the roof.~~

3. Existing equipment that was lawfully installed in a nonconforming location shall be permitted to be replaced with equipment of a reasonably equivalent or lower industry rating or performance standard.

4. The sides of any new or replacement equipment facing or visible from a street, excluding alleys, shall be screened with material that is compatible with the architectural style of the principal structure, landscaping, or a six-foot-tall decorative fence or wall.

SECTION 24. Subsection 16.50.130.9.4 of the St. Petersburg City Code is hereby amended to read as follows:

The maximum pitch of any roof or canopy constructed as part of a dock structure shall not exceed 2.86 degrees (1:20 pitch) ~~one foot of elevation per every 20 feet of horizontal coverage~~. Roof or canopy structures are prohibited on lots with less than 50 feet of waterfront frontage and on any non-contiguous water lots which have a public sidewalk abutting the seawall. Roof or canopy structures may not be placed within a side setback unless a variance is granted specifically for the roof or canopy structure. Boathouses are prohibited.

SECTION 25. Section 16.50.450.6 of the St. Petersburg City Code is hereby amended to read as follows:

16.50.450.6. - Right-of-way location.

A permit issued for pushcart vending on the right-of-way shall be issued for a specific location on the sidewalk in the right-of-way subject to the following conditions:

1. Pushcarts shall not be allowed in medians.
2. Pushcart vending locations on rights-of-way shall be at least 100 feet from any restaurant on the same block face (measured from the closest wall of the restaurant).
3. Pushcart vending locations shall be at least 100 feet apart.
4. No more than two pushcart locations shall be permitted on each side of a block bounded by intervening streets or avenues.
5. Pushcarts with a valid permit for a specific location which was issued prior to the issuance of a certificate of occupancy for a restaurant shall be grandfathered at that location for so long as the permit is continuously renewed and does not expire or is not revoked.
6. Pushcarts shall be located a minimum of 18 inches from the back of the curb and shall leave an unobstructed space not less than six feet wide for pedestrian passage.
7. Pushcarts shall not be located within five feet of any crosswalk or fire hydrant, and shall not block any ingress or egress from a building entrance or emergency exit. <u>No part of a pushcart or its accessory equipment shall be located beyond the building edge or property line at a street intersection.</u>
8. The permitted pushcart vending location shall not exceed five and one-half feet in width and ten feet in length. Accessory equipment, such as coolers and storage crates, shall be located within the permitted area and shall be kept in a neat and orderly fashion.

SECTION 26. Subsection 16.60.010.6 of the St. Petersburg City Code is hereby amended to read as follows:

16.60.010.6. Height measurement.

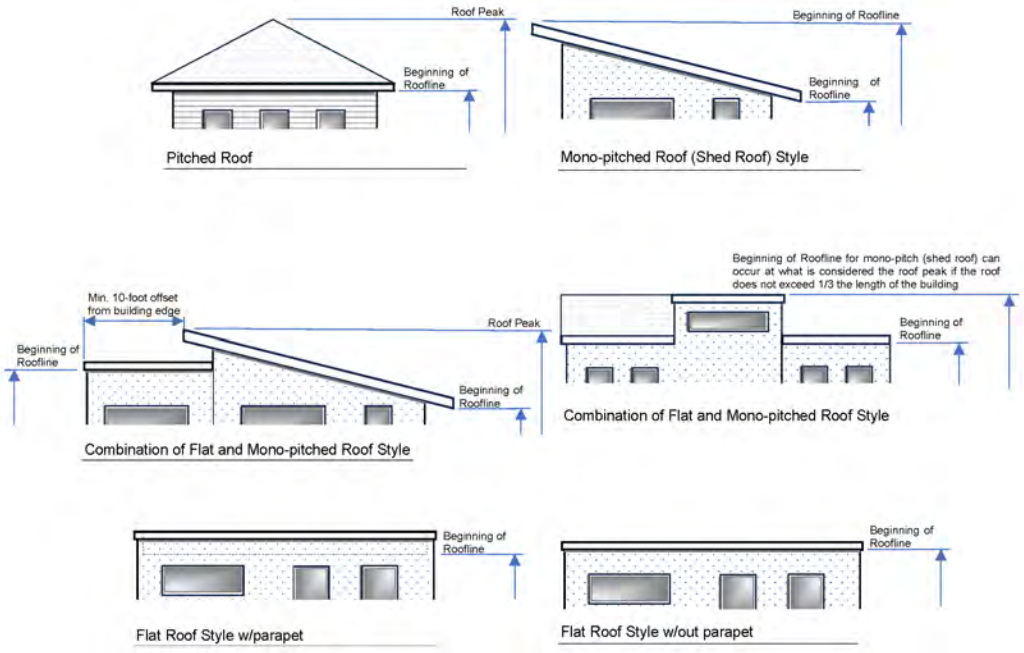
A. Outside of special flood hazard areas, building height shall be measured from the mean elevation of the existing grade to the beginning of the roofline or roof peak, as determined within the individual zoning districts.

B. Within special flood hazard areas, building height shall be measured from the required design flood elevation line to the beginning of the roofline or roof peak, as determined within the individual zoning districts. When the Florida Building Code requires the lowest horizontal structural members supporting the lowest floor to be provided at or above the design flood elevation, then building height shall be measured from two-feet above the

required design flood elevation to the beginning of the roofline or roof peak, as determined within the individual zoning districts.

C. Within special flood hazard areas, to accommodate vehicular parking underneath single-family dwellings, building height may be measured from ten (10) feet above the mean elevation of the existing grade of the buildable area of the site to the beginning of roofline or roof peak, as determined within the individual zoning district, when the required design flood elevation is less than ten (10) feet above the mean elevation of the existing grade of the buildable area of the site. The adjusted building height measurement shall not exceed five (5) feet above the required design elevation.

~~C~~D. Pitched roofs shall be measured at the point farthest from the side of the building and flat roofs with decorative parapets will be measured at the lowest point of the parapet wall. Refer to the images below that illustrate how building height is measured depending on the roof style.



~~D~~E. For structures other than buildings, height shall be measured from the mean elevation of the existing grade to the highest point of the structure above the existing grade.

~~E~~F. For all properties subject to the Albert Whitted Airport overlay regulations, the building height shall be measured from the mean sea level elevation datum unless specified otherwise.

~~F~~G. Exemptions to the maximum height requirements are outlined in the height, maximum allowable and encroachments section.

SECTION 27. Subsection 16.60.050.2 of the St. Petersburg City Code is hereby amended to read as follows (changes made only to the entries cited below, the rest remain the same):

Ancillary Equipment, refer to Section 16.50.020.4.2. (C) for development standards for zoning districts not listed in this chart	**F=Front S=Side SS=Street side R=Rear W=Waterfront**	**NT, NTM, CRT, CCT, IT zoning districts**	**NS, NSM, NMH, NPUD, CRS, CCS, IS, P zoning districts**
Carports, residential use ~~(open on a minimum of two sides)~~	F, SS	No encroachment permitted	Leading edge no more than 5 ft. from setback line
	S, R	Leading edge no closer to property line than 3 ft.	Leading edge no closer to property line than 3 ft.
Garages, residential front-loading (maximum width of 20-feet measured from exterior wall to exterior wall)	F	No encroachment permitted	No more than 5 ft. from setback line
	S	No encroachment permitted	No more than 2 ft. from setback line
	SS	No encroachment permitted	No more than 3 ft. from setback line
Pool, above ground (greater than 12 inches above existing grade)	S, SS, R	No closer to property line than 5 ft.	No closer to property line than 5 ft.
	~~W~~	~~No closer to property line or seawall than 8 ft.~~	~~No closer to property line or seawall than 8 ft.~~
Pool, in-ground (up to 12 inches above existing grade) ~~pools adjacent to seawalls shall require additional engineering to avoid conflict with existing, underground tie-backs.)~~	S, SS, R~~, W~~	No closer to property line ~~or seawall~~ than 5 ft.	No closer to property line ~~or seawall~~ than 5 ft.
Pools and spas located within Waterfront Yard (pools adjacent to seawalls shall require additional engineering	S, W	No closer to side property lines or seawall than 5 ft. when pool is 12	No closer to side property lines or seawall than 5 ft. when pool is 12

to avoid conflict with existing, underground tie-backs.)		inches or less above the top of an existing seawall; and, no closer to seawall than 8 ft. when pool is less than 30 inches above the top of an existing seawall	inches or less above the top of an existing seawall; and, no closer to seawall than 8 ft. when pool is less than 30 inches above the top of an existing seawall
Spa	S, SS, R~~, W~~	No closer to property line ~~or seawall~~ than 5 ft.	No closer to property line ~~or seawall~~ than 5 ft.

SECTION 28. Subsection 16.70.010.8.A of the St. Petersburg City Code is hereby amended to read as follows:

A. If an application is submitted to a commission for review and recommendation or for a decision, and if the Commission denies or recommends denial of the application, and if the action of the Commission is not reversed by the City Council (or if the applicant does not appeal the action of the Commission to the City Council), or if the application is denied by City Council, the same or a substantially similar application shall not be accepted by the POD within 18 months following the action of the Commission on the earlier application unless the applicant demonstrates that there has been a substantial change of conditions or character of the surrounding land area or the land in question.

SECTION 29. Subsection 16.70.040.1.1.E of the St. Petersburg City Code is hereby amended to read as follows:

E. *Standards for review*. In addition to the standards of review for a zoning and planning decision generally, a decision shall be guided by the following factors:

1.Compliance of the proposed use with the goals, objectives, ~~polices~~ policies and guidelines of the Comprehensive Plan;

2.Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for the listed species as defined by the conservation element of the Comprehensive Plan;

3.Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units or public schools;

4. Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including, but not limited to: water, sewer, sanitation, recreation and stormwater management and impact on LOS standards for traffic and mass transit. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS;

5. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansions;

6. The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties;

7. Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity;

8. Whether the ~~exiting~~ existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change;

9. If the proposed amendment involves a change from residential to a nonresidential use or a mixed use, whether more nonresidential land is needed in the proposed location to provide services or employment to residents of the City;

10. Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or coastal high hazard areas as identified in the coastal management element of the Comprehensive Plan;

11. Other pertinent facts.

SECTION 30. Subsection 16.70.050.1.7. D of the St. Petersburg City Code is hereby amended to read as follows:

D. *Expiration.*

1. The approval of the preliminary plat shall expire unless a final plat based thereon is submitted within 18 months from the date of such approval or unless an extension of time is applied for and granted by the POD prior to expiration thereof. Each extension shall be for a period of time not to exceed one year.

2. For the purposes of expedited approval of residential building permits pursuant to state law, an approved preliminary plat may be valid for up to 5 years if all of the following conditions are met:

a. The applicant relies in good faith on the approved preliminary plat or any amendments thereto; and

b. The applicant incurs obligations and expenses, commences construction of the residential subdivision or planned community, and is continuing in good faith with the development of the property.

SECTION 31. Section 16.80.010.2 of the St. Petersburg City Code is hereby amended to read as follows:

16.80.010.2. - Membership.

A. The CPPC shall be composed of seven regular members and three alternate members. Each member shall be a resident of the City of St. Petersburg. Each member shall be appointed by the Mayor and confirmed by the City Council.

B. In making appointments to the CPPC, the Mayor and City Council should seek a membership with diverse economic, geographic, social and professional representation and, where possible, should include members qualified and experienced in the fields of architecture, planning, landscape architecture, engineering, construction, and land use law and real estate.

C. A member of CPPC may not serve as a board member or director of a neighborhood association during their term(s).

SECTION 32. Subsection 16.80.020.2 of the St. Petersburg City Code is hereby amended to read as follows:

16.80.020.2. - Membership, terms, vacancies and removal.

A. The DRC shall be composed of seven regular members and three alternate members. Each member shall be a resident of the City. Each member shall be appointed by the Mayor and confirmed by the City Council.

B. In making appointments to the DRC, the Mayor and City Council should seek a membership with diverse economic, geographic, social and professional representation and, where possible, should include members qualified and experienced in the fields of architecture, planning, landscape architecture, engineering, construction, and land use law and real estate.

C. A member of DRC may not serve as a board member or director of a neighborhood association during their terms(s).

SECTION 33. Subsection 16.90.010.C of the St. Petersburg City Code is hereby amended to read as follows:

C. Buildings and structures shall be shown on all site plan applications:

Buildings and Structures
Main buildings and structures

Location and setback dimensions to property lines
Building dimensions, including a dotted line denoting overhangs
Label identifying land use and gross floor area
Accessory buildings and structures
Location and setback dimensions to property lines
Building dimensions, including a dotted line denoting overhangs
Label identifying type and land use, including gross floor area where applicable
~~Shopping cart corral locations depicted and accounted for in parking calculations~~
Solid waste containers
Location and detail of solid waste container
Detail should include proposed elevations, dimensions and materials
Mechanical equipment
Location of all HVAC equipment, backflow preventers, water meters, generators, transformer boxes and speaker boxes, etc.
Fences and walls
Location and detail of fences, walls or retaining walls
Detail should include proposed elevations, dimensions and materials
Outdoor lighting
Location and type of light standards
Information should show proper shielding to prevent sideways glare at property lines
Signage
Location of freestanding signs

SECTION 34. Section 16.90.020.3 of the St. Petersburg City Code is hereby amended to add the following definitions in the correct alphabetical order to read as follows:

Carport means a vehicular parking structure, which is open at least 50% on at least two sides and does not have a garage door.

De minimis means a determination by the POD that a measurement that is less than 0.25 feet in difference in the as-built condition from the approved plans shall not require a variance. A de minimis determination does not eliminate or supersede any requirements of the Florida Building Code or Florida Fire Prevention or Life Safety Code.

SECTION 35. Coding. As used in this ordinance, language appearing in struck-through type is language to be deleted from the Comprehensive Plan, and underlined language is language to be added to the Comprehensive Plan, in the issues, objectives, or policies where indicated. Language not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. The Planning Department is herby authorized to make non-substantive changes to the Comprehensive Plan for the purpose of renumbering policies and updating formatting to improve readability provided such changes do not alter the intent or substance of the policies.

SECTION 36. Severability. The provisions of this ordinance shall be deemed severable. If any provision of this ordinance is determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 37. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. Sections of this ordinance are required for compliance with federal or state law or regulation. Therefore, a business impact estimate was not required and was not prepared for those portions. For those sections not falling under an exemption a business impact estimate was prepared and posted to the City's website no later than the date of publication of the ordinance.

SECTION 38. Effective Date. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

REVIEWED AND APPROVED AS TO FORM AND CORRECTNESS:

	11-6-2026
City Attorney/Designee	Date
Derek A. Killmer	11/05/26
Department	Date

DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning Department,
Zoning Division and City Attorney's Office

For Public Hearing on Wednesday, November 4, 2026
at 1:00 PM in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LDR 2026-05
2026 FLORIDA LEGISLATIVE SESSION UPDATES & MISCELLANEOUS UPDATES

This is a City-initiated application requesting that the Development Review Commission ("DRC"), in its capacity as the Land Development Regulation Commission ("LDRC"), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** the following text amendments to the City Code, Chapter 16, Land Development Regulations ("LDRs").

APPLICANT INFORMATION

APPLICANT: City of St. Petersburg
175 5th Street North
St. Petersburg, Florida 33701

CONTACT: Derek S. Kilborn, Director
Planning Department
One 4th Street North
St. Petersburg, Florida 33701
Derek.Kilborn@stpete.org
(727) 893-7868

INTRODUCTION

This application for text amendment to the City of St. Petersburg's Land Development Regulations (LDRs) is in direct response to the 2026 State of Florida Legislative Session, which convened on January 13, 2026, and adjourned on March 13, 2026. Throughout the legislative session, the Planning Department monitored numerous bills proposing to pre-empt and amend local land use and zoning law. Three (3) enacted bills include substantive changes to building permit procedures, land use and zoning regulations. An additional

five (5) bills were enacted relating to more targeted or specific land use and zoning concerns. Each of these bills are itemized and linked in the attached table of amendments, but not all adopted bills require updates in the City Code, Chapter 16, Land Development Regulations (LDRs).

The Planning Department, working with the City Attorney's Office, has prepared the attached proposal to amend the LDRs. The proposal includes 31 amendments divided across two (2) Ordinances and classified into five (5) different categories.

- State Mandate
  Amendments to maintain consistency with changes in State law. This amendment package includes nine (9) mandates requiring consistency.

- Attorney General's Opinion
  Amendments to maintain consistency with Attorney General Opinions. This amendment package includes one (1) Attorney General Opinion requiring consistency, listed in two (2) different sections.

- Regulatory (Policy) Change
  Amendments resulting from new issues or whose need has emerged from staff's experience in administering the City Code. This amendment package includes 8.5 regulatory (policy) changes.

- Clarification
  Amendments resulting from the ongoing effort to provide clear and simple regulatory language. These amendments do not change the existing rule but have been rewritten to improve clarity and comprehension. This amendment package includes 9.5 clarifications.

- Correction
  Amendments to typographical and grammatical errors. This amendment package includes two (2) corrections.

The attached "Land Development Regulations (LDRs) Code Improvements" table includes a complete inventory of the proposed amendments with a *description* and *recommended action*. The amendments are itemized in numerical order as they appear in the City Code.

CONSISTENCY AND COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the LDRC, is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs. The following objectives and policies from the City's Comprehensive Plan are applicable to the attached proposal:

Chapter Three, Future Land Use Element

LU2: The Future Land Use Element shall facilitate a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in activity centers and other appropriate areas.

LU3.4: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

LU3.6: Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

LU3.8: The City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.

LU8: The City will continue to revise and amend the land development regulations, as necessary, to ensure compliance with the requirements of Section 163.3202, Florida Statutes. The City will amend its land development regulations consistent with the requirements of Section 163.3202, Florida Statutes so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

LU8.1: Pursuant to the requirements of Section 163.3202 F.S. the land development regulations (Chapter 16, City Code of Ordinances) will be amended, as necessary, to ensure consistency with the goals, objectives and policies of the Comprehensive Plan.

LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

LU21.1: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

Chapter Seven, Housing Element

H1.3: Review ordinances, codes, regulations and the permitting process for the purpose of eliminating excessive and overlapping requirements and resolving conflicting requirements and amending or adding other requirements in order to increase private sector participation in meeting housing needs, while continuing to insure the health, welfare and safety of the residents.

PUBLIC HEARING PROCESS

The proposed amendment requires one (1) public hearing, conducted by the Development Review Commission in its capacity as the Land Development Regulation Commission and one (1) City Council public hearing. The City Council shall consider the recommendation of the DRC and vote to approve, approve with modification or deny the proposed amendments.

RECOMMENDATION

The Planning Department finds that the proposed request is consistent with the Comprehensive Plan and recommends **APPROVAL**.

REPORT PREPARED BY:



Derek S. Kilborn, Director
Planning Department

Exhibits and Attachments

Exhibit: Housing Affordability Impact Statement
Attachment A: Table of Proposed Amendments
Attachment B: Ordinance

HOUSING AFFORDABILITY IMPACT STATEMENT

City of St. Petersburg
Housing Affordability Impact Statement

Each year, the City of St. Petersburg receives approximately $2 million in State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that *increase the cost of housing construction, or of housing redevelopment*, and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1– June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City's Housing and Community Development Department.

I. **Initiating Department:** Planning Department

II. **Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:**

See attached amendment to Chapter 16, City Code of Ordinances (City File LDR 2026-05).

III. **Impact Analysis:**

A. Will the proposed policy, procedure, regulation, or plan amendment, (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fees, require more infrastructure costs up front, etc.)

No X (No further explanation required.)
Yes __ Explanation:

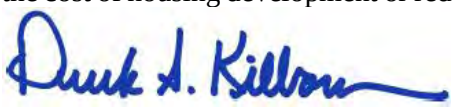
B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

No X (No further explanation required)
Yes __ Explanation:

IV: Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required.



Derek S. Kilborn, Director
Planning Department

Copies to: City Clerk
Director, Housing and Community Development

The following page(s) contain the backup material for Agenda Item: Ordinance 659-H, An Ordinance of the City of St. Petersburg amending Section 11-53(1) of the City Code related to loud and raucous noises emitted from motor vehicles in the travel portion of a right-of-way; providing for severability; and providing an effective date.
Please scroll down to view the backup material.



E-3

ST. PETERSBURG CITY COUNCIL

Meeting of November 19, 2026

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

FROM: Heather Judd, Managing Assistant City Attorney

SUBJECT: Ordinance 659-H - An Ordinance of the City of St. Petersburg amending Section 11-53(1) of the City Code related to loud and raucous noises emitted from motor vehicles in the travel portion of a right-of-way; providing for severability; and providing an effective date.

The noise ordinance of the City of St. Petersburg is found in Chapter 11, Article III of the City Code. The Code generally uses a "plainly audible" based standard for noise disturbances otherwise enumerated as "loud and raucous noises". The proposed ordinance seeks to amend Section 11-53 where loud and raucous noises are categorized by emitting location or source. The proposed ordinance makes amendments to subsection (1) which addresses motor vehicles in the vehicular travel portion of a right-of-way or motorboats moored or operating in waters within the City's jurisdiction. Current code provides that between the hours of 8:00 a.m. and 11 p.m. the radius at which a sound emitted from a motor vehicle or motorboat becomes a prohibited loud and raucous noise is 50 or more feet. During the hours of 11 p.m. to 8 a.m. the following morning that radius is reduced to 25 feet.

Earlier this year Chair Hanewicz in responding to a constituent flagged inconsistencies with the daytime radius and State Law, specifically Florida Statute 316.3045, which provides for a radius of 25 feet at all times. Thus, the ordinance proposes to remove the distinction in times for measurement and match the State's 25 feet anytime distance for plainly audible sounds generated from motor vehicles in the right-of-way. Other clarifying edits to the section, as suggested by Police Legal Advisor Laura Roe, have also been included in the draft.

Request: Conduct the first reading of the ordinance title and schedule for second reading and Public Hearing on December 3, 2026.

Attachments:

Proposed Ordinance

Ord. No. 659-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING SECTION 11-53(1) OF THE CITY CODE RELATED TO LOUD AND RAUCOUS NOISES EMITTED FROM MOTOR VEHICLES IN THE TRAVEL PORTION OF A RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION ONE. Section 11-53(1) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 11-53. Loud and raucous noises enumerated.

The following acts, among others, and the causing thereof, are declared to be loud, raucous, disturbing, and/or excessive noise, posing a threat to the health, safety and welfare of the residents of the City, and therefore unlawful and in violation of this article:

(1) *Motor vehicles in the vehicular travel portion of a right-of-way or motorboats moored or operating in waters within the City's jurisdiction.*

~~a. Operating or amplifying the sound produced by a radio, tape or compact disc player, or other instrument or amplification device from within a motor vehicle which is located in the paved or vehicular travel portion of a right-of-way, including parking areas in the right-of-way, or a motorboat moored or operating in waters within the City's jurisdiction, so that the sound is plainly audible at a distance of 50 or more feet from the motor vehicle or motorboat to any person other than the operator and any passengers in the motor vehicle or motorboat between the hours of 8:00 a.m. and 11:00 p.m.~~

a~~b~~. Operating or amplifying the sound produced by a radio, tape or compact disc player, or other instrument or amplification device from within a motor vehicle ~~which~~ that is located in the paved or vehicular travel portion of a right-of-way, including parking areas in the right-of-way, or motorboat moored or operating in waters within the City's jurisdiction, so that the sound is plainly audible at a distance of 25 feet or more from the motor vehicle or motorboat to any person other than the operator and any passengers in the motor vehicle or motorboat ~~between the hours of 11:00 p.m. and 8:00 a.m. the following morning~~.

b~~c~~. Operating a motor vehicle not equipped with a muffler~~,~~ or other legally required sound dissipative device ~~required by any applicable law,~~ that is in good working condition so as to effectively prevent loud or explosive noise, so that the sound is plainly audible at a distance of 100 feet or more from the motor vehicle to any person other than the operator and any passengers in the motor vehicle between the hours of 11:00 p.m. and 8:00 a.m. the following morning.

c~~d~~. The provisions of this section shall not apply to any law enforcement vehicle or motorboat equipped with any communications device necessary in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

d~~e~~. The provisions of this section do not apply to the sounds made by a horn or other warning device required or permitted by any applicable law.

e~~f~~. The restrictions described herein are greater than those set forth in the following subsection (2), Publicly-owned outdoor places including the right-of-way, and in the event of a conflict concerning a motor vehicle in the paved or vehicular travel portion of a right-of-way including parking areas in the right-of-way, the restrictions set forth herein shall govern.

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

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

SECTION FOUR. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is required for compliance with state law or regulation. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

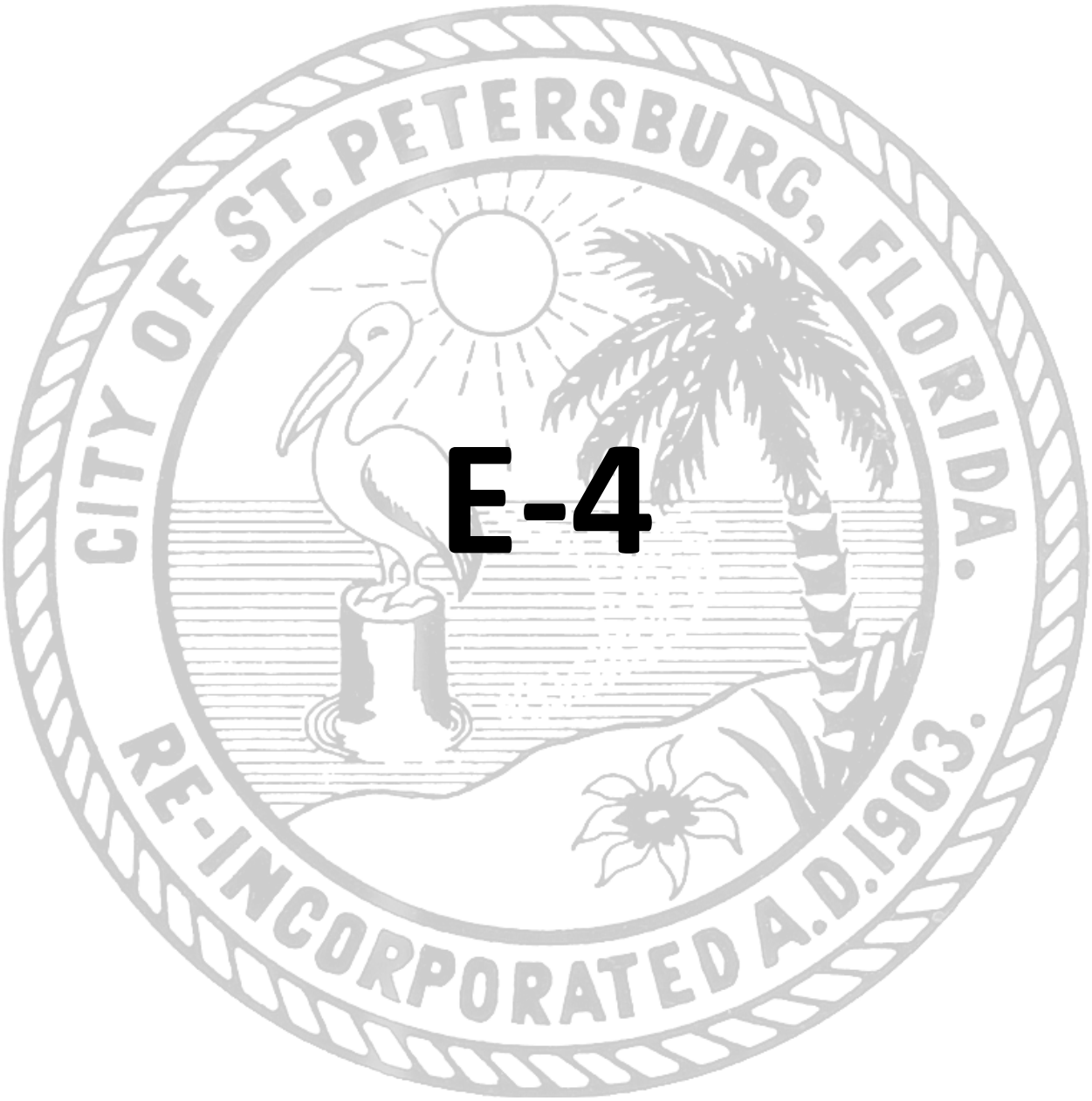
SECTION FIVE. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor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

LEGAL:



Assistant City Attorney

The following page(s) contain the backup material for Agenda Item: Ordinance 660-H, an ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, within City-owned Williams Park located at 330 2nd Avenue North, St. Petersburg, Florida. Please scroll down to view the backup material.



E-4

ST. PETERSBURG CITY COUNCIL

Meeting of November 19, 2026

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

SUBJECT: An Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, within City-owned Williams Park located at 330 2nd Avenue North, St. Petersburg, Florida; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

BACKGROUND: Real Estate & Property Management received a request from Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, ("Duke Energy"), requesting the City to grant Duke Energy a Public Utility Easement ("Easement") (also referred to by Duke Energy as a "Distribution Easement - Corporate"), within City-owned Williams Park located at 330 2nd Avenue North, St. Petersburg, Florida.

The Easement, as shown in the attached illustration, is necessary to install and maintain electrical power facilities expanding Duke's existing facilities, to provide more power for park lighting and the proposed amphitheater. The Easement will have no significant effect on the public's use of the property.

An ordinance is required to authorize the grant of this Easement to Duke Energy as the requested Easement is to be located on land classified by the City Charter as "Park and Waterfront Property." This action is in compliance with Section 1.02(c)(3) of the City Charter that provides "*…utility easements may be granted upon specific approval by ordinance where the easement will have no significant effect on the public's use of the property*."

RECOMMENDATION: Administration recommends that City Council adopt the attached Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy within City-owned Williams Park located at 330 2nd Avenue North, St. Petersburg, Florida; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

ATTACHMENTS: Illustration and Ordinance

APPROVALS: Administration: _____ AMF

Budget: N/A

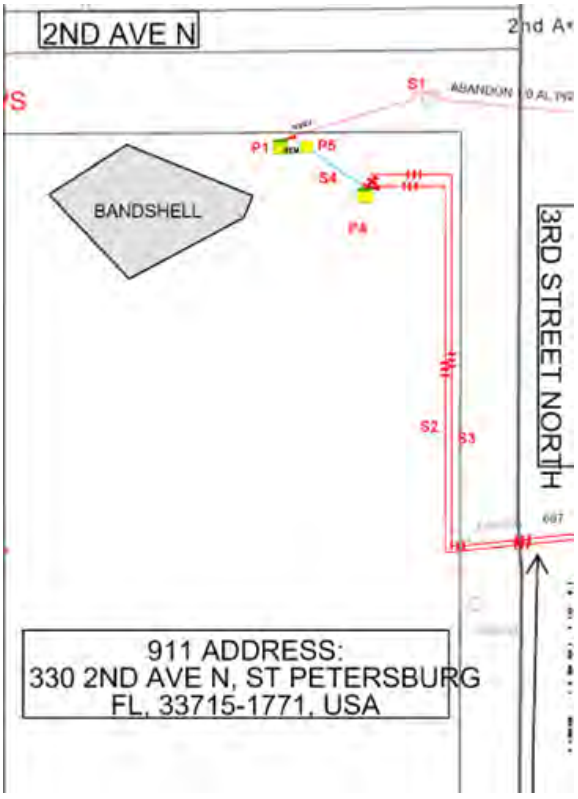
ILLUSTRATION

(Easement in Relation to Williams Park)



Red is the boundary line of the City-owned Williams Park located at 330 2nd Avenue North, St. Petersburg, Florida.

Green is the easement location housing the facilities installed by Duke Energy (also see workprint below) depicting said facilities in yellow.



ORDINANCE NO. _____

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(3), ST. PETERSBURG CITY CHARTER, AUTHORIZING THE GRANT OF A PUBLIC UTILITY EASEMENT TO DUKE ENERGY FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, D/B/A DUKE ENERGY, WITHIN CITY-OWNED WILLIAMS PARK LOCATED AT 330 2ND AVENUE NORTH, ST. PETERSBURG, FLORIDA; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The City Council of the City of St. Petersburg, Florida, hereby approves the grant of a Public Utility Easement to Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy to install and maintain electrical power facilities within the Easement location set forth in the legal description and illustration which are attached hereto as Exhibit "A-1" and Exhibit "A-2", respectively, and incorporated herein ("Easement"), within City-owned Williams Park located at 330 2nd Avenue North, St. Petersburg, Florida.

Section 2. This Easement will have no significant effect on the public's use of the property and is granted pursuant to Section 1.02(c)(3) of the St. Petersburg, Florida, City Charter ("City Charter").

Section 3. The Mayor, or his designee, is authorized to execute all documents necessary to effectuate this Ordinance.

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

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

Legal:

Isabella Salvel

City Attorney (Designee)
00928079

Community Enrichment Administration:

Michael Jefferis, Administrator

Real Estate & Property Management:

Aaron Fisch, Director

EXHIBIT "A-1"

THIS IS NOT A SURVEY

ITEM XX

Legal Description:

PARCEL #19-31-17-74455-021-0170

A strip of land being a portion of "Park" Block as recorded in Plat Book 1, Page 49, Public Records of Pinellas County, Florida, said strip of land lying and being in Section 19, Township 31 South, Range 17 East, being more particularly described as follows:

BEGIN at a point marking the Northeast corner of the "Park" Block as recorded in Plat Book 1, Page 49, Public Records of Pinellas County, Florida, thence coincident with the West right of way boundary of 3rd Street North, S 00°08'58" E a distance of 47.19 feet; thence departing said West right of way boundary, S 89°54'02" W a distance of 10.00 feet to a point coincident with a line being 10.00 feet West of and parallel with said West right of way boundary, thence coincident with said parallel line, N 00°08'58" W a distance of 37.19 feet to a point coincident with a line 10.00 feet South of and parallel with the South right of way boundary of 2nd Avenue North; thence coincident with said parallel line, S 89°56'37" W a distance of 92.77 feet; thence departing said parallel line, N 00°03'23" W a distance of 10.00 feet to a point coincident with said South right of way boundary; thence coincident with said South right of way boundary, N 89°56'37" E a distance of 102.77 feet to the POINT OF BEGINNING.

Contains 0.032 Acres (1399.49 Square Feet) more or less

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to NAD 1983 Florida West Zone and N 89°56'37" E for the South right-of-way boundary of 2nd Avenue North, also being the North boundary of parent parcel.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to SurvTech Solutions, Inc. Any easements or encumbrances that may appear on a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by SurvTech Solutions, Inc. per client request and is based on deeds and plats of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J-17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and complex generated seal of a Florida Licensed Surveyor and Mapper.

Date: 2026.09.30 14:26:23 -04'00'

09/30/26

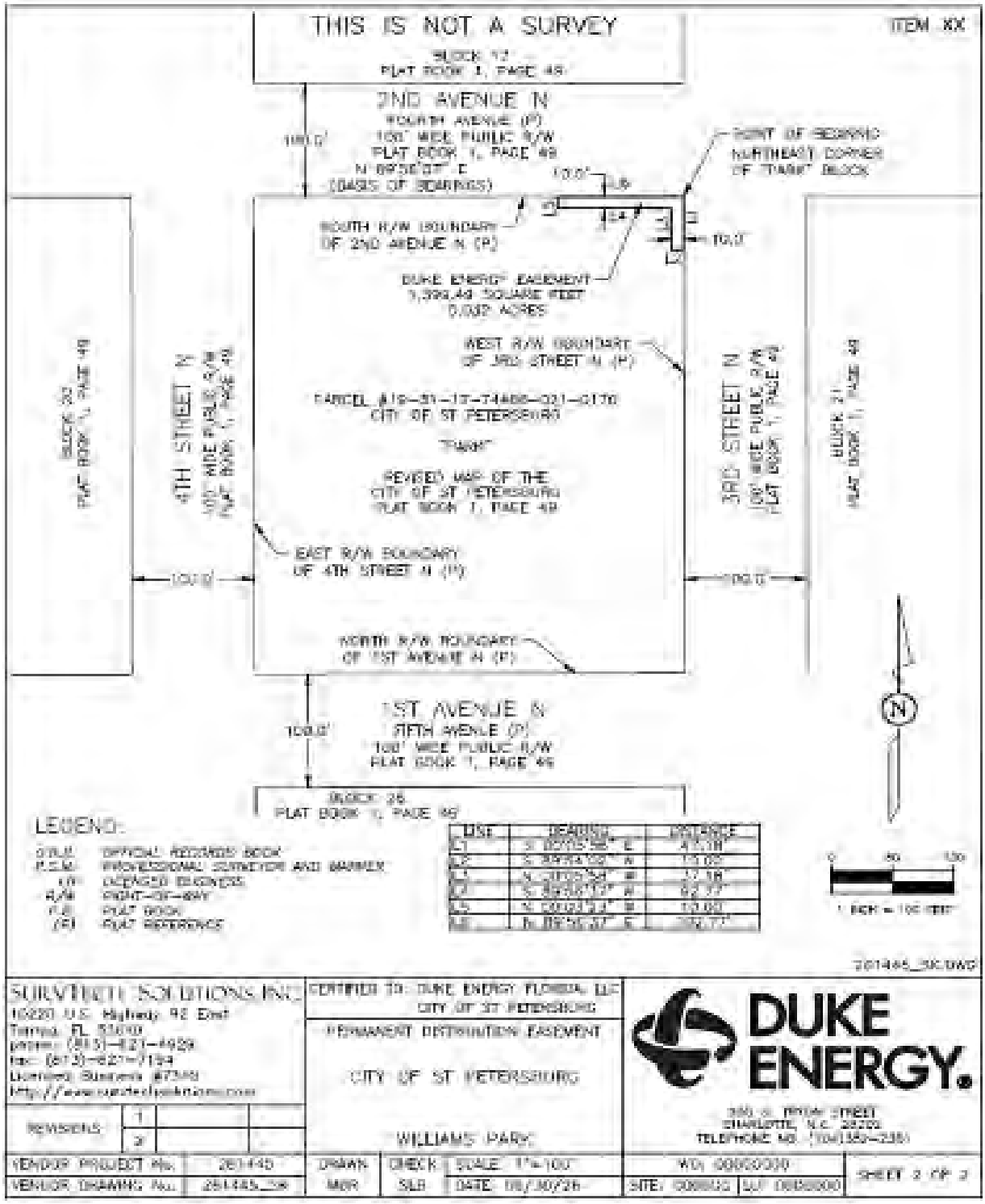
Stacy L. Shawn
Florida Professional Surveyor and Mapper No. 6516
SurvTech Solutions, Inc.
Florida Licensed Business No. 7340

DATE

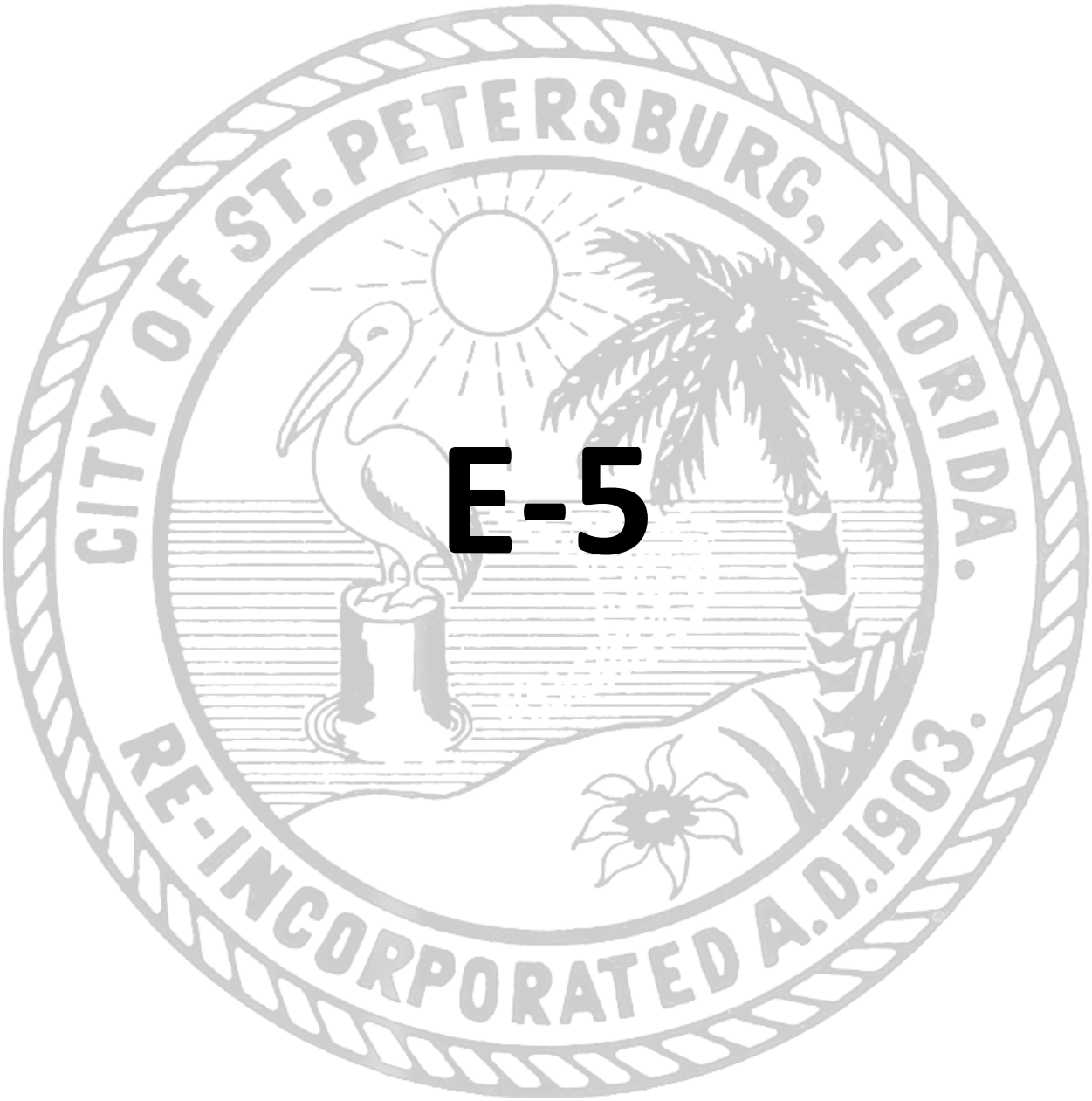
261445_SK.DWG

SURVTECH SOLUTIONS, INC. 10220 U.S. Highway 92 East Tampa, FL 33610 phone: (813)-621-4929 fax: (813)-621-7184 Licensed Business #7340 http://www.survtechsolutions.com			CERTIFIED TO: DUKE ENERGY FLORIDA, LLC CITY OF ST PETERSBURG PERMANENT DISTRIBUTION EASEMENT CITY OF ST PETERSBURG WILLIAMS PARK			DUKE ENERGY. 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2351	
REVISIONS	1						
	2						
VENDOR PROJECT No.	261445	DRAWN	CHECK	SCALE: N/A	WO: 00000000		SHEET 1 OF 2
VENDOR DRAWING No.	261445_SK	MDR	SLB	DATE: 09/30/26	SITE: 000000	LU: 0000000	

EXHIBIT "A-2"


THIS IS NOT A SURVEY
ITEM XX
BLOCK 12
PLAT BOOK 1, PAGE 48
2ND AVENUE N
FOURTH AVENUE (P)
100' WIDE PUBLIC R/W
PLAT BOOK 1, PAGE 48
N 89°56'07" E
(BASIS OF BEARINGS)
100.0'
POINT OF BEGINNING
NORTHEAST CORNER
OF "PARK" BLOCK
SOUTH R/W BOUNDARY
OF 2ND AVENUE N (P)
DUKE ENERGY EASEMENT
1,399.49 SQUARE FEET
0.032 ACRES
WEST R/W BOUNDARY
OF 3RD STREET N (P)
PARCEL #19-31-17-74466-031-0170
CITY OF ST PETERSBURG
"PARK"
REVISED MAP OF THE
CITY OF ST PETERSBURG
PLAT BOOK 1, PAGE 49
4TH STREET N
100' WIDE PUBLIC R/W
PLAT BOOK 1, PAGE 48
3RD STREET N
100' WIDE PUBLIC R/W
PLAT BOOK 1, PAGE 48
BLOCK 32
PLAT BOOK 1, PAGE 48
BLOCK 21
PLAT BOOK 1, PAGE 48
EAST R/W BOUNDARY
OF 4TH STREET N (P)
100.0'
100.0'
NORTH R/W BOUNDARY
OF 1ST AVENUE N (P)
1ST AVENUE N
FIFTH AVENUE (P)
100' WIDE PUBLIC R/W
PLAT BOOK 1, PAGE 48
100.0'
BLOCK 25
PLAT BOOK 1, PAGE 48
LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
L.B. LICENSED BUSINESS
R/W RIGHT-OF-WAY
P.B. PLAT BOOK
(P) PLAT REFERENCE
LINE DISTANCE
L1 41.18'
L2 100.00'
L3 17.18'
L4 82.77'
L5 100.00'
L6 282.77'
0 50 100
1 INCH = 100 FEET
261445_SK.DWG
SURVEYING SOLUTIONS, INC.
10220 U.S. Highway 92 East
Tampa, FL 33610
phone: (813)-621-4929
fax: (813)-627-7184
Licensed Business #7360
http://www.surveyingsolutionsinc.com
CERTIFIED TO: DUKE ENERGY FLORIDA, LLC
CITY OF ST PETERSBURG
PERMANENT DISTRIBUTION EASEMENT
CITY OF ST PETERSBURG
WILLIAMS PARK
DUKE ENERGY.
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2351
REVISIONS
1
2
VENDOR PROJECT No. 261445
VENDOR DRAWING No. 261445_SK
DRAWN MBR
CHECK SLB
SCALE 1"=100'
DATE 09/30/26
WO# 00000000
SITE: 000000
SUF: 0000000
SHEET 2 OF 2

The following page(s) contain the backup material for Agenda Item: Ordinance 661-H, an Ordinance concerning the procedural requirements for a Council Member to take office, including the oath of office taken by Council Members (as well as other City officials and members of City boards and commissions); making findings regarding the need to clarify those procedural requirements; amending City Code Chapter 2 to clarify those procedural requirements; and providing an effective date.
Please scroll down to view the backup material.



E-5

MEMORANDUM

Agenda for the Meetings of November 19, 2026, and December 3, 2026

TO: Lisset Hanewicz, City Council Chair; Members of City Council

FROM: Brett B. Pettigrew, Assistant City Attorney

DATE: November 5, 2026

SUBJECT: Cleanup amendment for City Code provisions concerning procedural requirements for a Council Member to take office, including the oath of office

---

The City Attorney's Office prepared the attached cleanup ordinance based on input from the Council Chair and the City Council Administrative Officer in connection with the preparation of the oaths for City Council Chair and Vice-Chair last January and the amendment and restatement of the City Council Policies and Procedures Manual over the summer.

As explained in the legislative findings and shown in the amendment text of the attached ordinance, the proposed amendments clean up the procedural requirements for a Council Member to take office at the start of their term, including the oath of office taken at that time (which is also taken by other City elected and appointed officials and by members of a City board or commission). The proposed amendments are intended to improve usability and to better reflect law, custom, and practice.

I look forward discussing the proposed ordinance with you at the upcoming meetings of City Council. If you have any questions prior to those meetings, please do not hesitate to contact me directly.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE PROCEDURAL REQUIREMENTS FOR A COUNCIL MEMBER TO TAKE OFFICE, INCLUDING THE OATH OF OFFICE TAKEN BY COUNCIL MEMBERS (AS WELL AS OTHER CITY OFFICIALS AND MEMBERS OF CITY BOARDS AND COMMISSIONS); MAKING FINDINGS REGARDING THE NEED TO CLARIFY THOSE PROCEDURAL REQUIREMENTS; AMENDING CITY CODE CHAPTER 2 TO CLARIFY THOSE PROCEDURAL REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

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

(a) The term of each Council Member is governed by provisions in the City Charter, including subsection 3.02(c), which establishes the date on which a Council Member elected during a regular election will take office. Under that provision, four Council Member terms will begin on Thursday, January 7, 2027.

(b) City Code section 2-21 establishes procedural requirements for a Council Member to take office at the beginning of a term, including requirements for the Council Member to take an oath of office before a judge of the Circuit Court for Pinellas County at a City Council meeting held at City Hall.

(c) City Code section 2-76 establishes procedural requirements for the oath of office to be taken by Council Members, other City elected or appointed officers, and members of a City board or commission. That section incorporates by reference the oath of office established by Florida Constitution article II, section 5, for state and county officers.

(d) The procedural requirements in those two sections of City Code should be amended to make clarifications to improve their usability and their alignment with law, custom, and

practice, including (i) addition of a provision to address a Council Member who is unavailable to be sworn in on the date provided in the Charter; (ii) removal of an outdated reference to a "bond" for officers and members of a board or commission; (iii) revisions to more closely track the text of the analogous Constitutional oath provision; and (iv) confirmation that the oath includes references to the City Charter and other local law.

(e) For the reasons stated in these findings, the actions taken by this ordinance serve a valid municipal purpose and are in the best interests of the City, and this ordinance is adopted in consideration of these findings.

SECTION 2—Amendment of City Code: City Code sections 2-21 and 2-76 are hereby amended as follows, with additions indicated by underlining, deletions indicated by ~~strikethrough~~, and unchanged paragraphs omitted for brevity indicated by three widely spaced ellipsis dots on a separate line:

Sec. 2-21. ~~Assumption of office by newly elected Councilmembers~~ Procedures for a Council Member to take office.

~~At 12:00 noon on the day that terms of newly-elected Councilmembers commence, the Council shall meet at the City hall. All terms of newly-elected Councilmembers commence at 12:00 noon on the day specified in the Charter. At such time the newly elected Councilmembers shall take the prescribed oath of office before one of the judges of the circuit court.~~

(a) Except as provided in subsection (b), each Council Member shall take office on the date provided under the Charter for their term to begin and shall do so by taking the oath of office required under section 2-76 before a judge of the Circuit Court for Pinellas County at a meeting of City Council held at City Hall.

(b) If a Council Member is incapacitated or otherwise unavailable to take office in accordance with subsection (a), that Council Member shall take office as soon as they are available to do so and shall do so by taking the oath of office required under section 2-76 before a person authorized to administer an oath under Florida law. If necessary or appropriate, a Council Member taking office under this subsection may take the oath of office outside of a meeting of City Council that is held at City Hall.

Sec. 2-76. Oath ~~and bond~~ of officers and members of a board or commission.

(a) ~~Every~~ Each person elected or appointed to office in this City ~~shall,~~ before entering upon the duties of ~~such~~ that office, shall take and subscribe the ~~official~~ following oath ~~prescribed by the State Constitution.~~:

"I, (name of officeholder), do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the laws of the State of Florida and the City of St. Petersburg; and that I will well and faithfully perform the duties of (title of office) on which I am now about to enter. (So help me God.)"

(b) The term "appoint~~ment~~ed to office," as used in this section, includes appointment~~s~~ to a City board~~s~~ ~~and~~ or commission~~s~~.

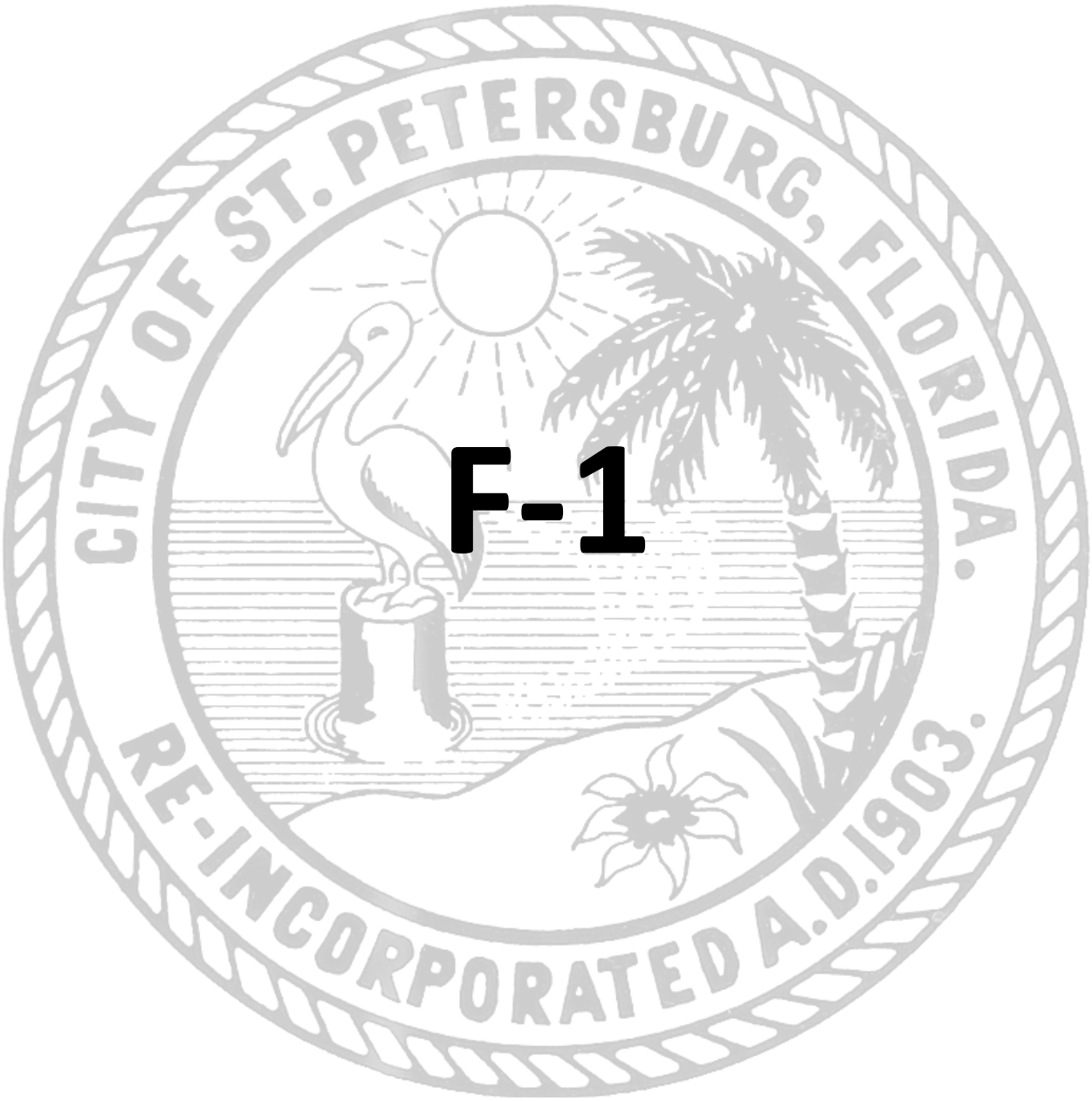
SECTION 3—SEVERABILITY: The provisions of this ordinance are intended to be severable, and a determination that any portion of this ordinance is invalid should not affect the validity of the remaining portions of this ordinance.

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

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

LEGAL: OFFICE OF CITY COUNCIL:

The following page(s) contain the backup material for Agenda Item: St. Petersburg Police Department Quarterly Report
Please scroll down to view the backup material.



F-1

Quarterly Report

July, August, September
(3rd Quarter 2026)

Anthony Holloway
Chief of Police

November 19, 2026

HOMICIDES

Homicides	2nd Quarter	3rd Quarter
Total	5	3
Open	0	0
Closed	5	3

CRIME GUN INTELLIGENCE CENTER (CGIC STATS)

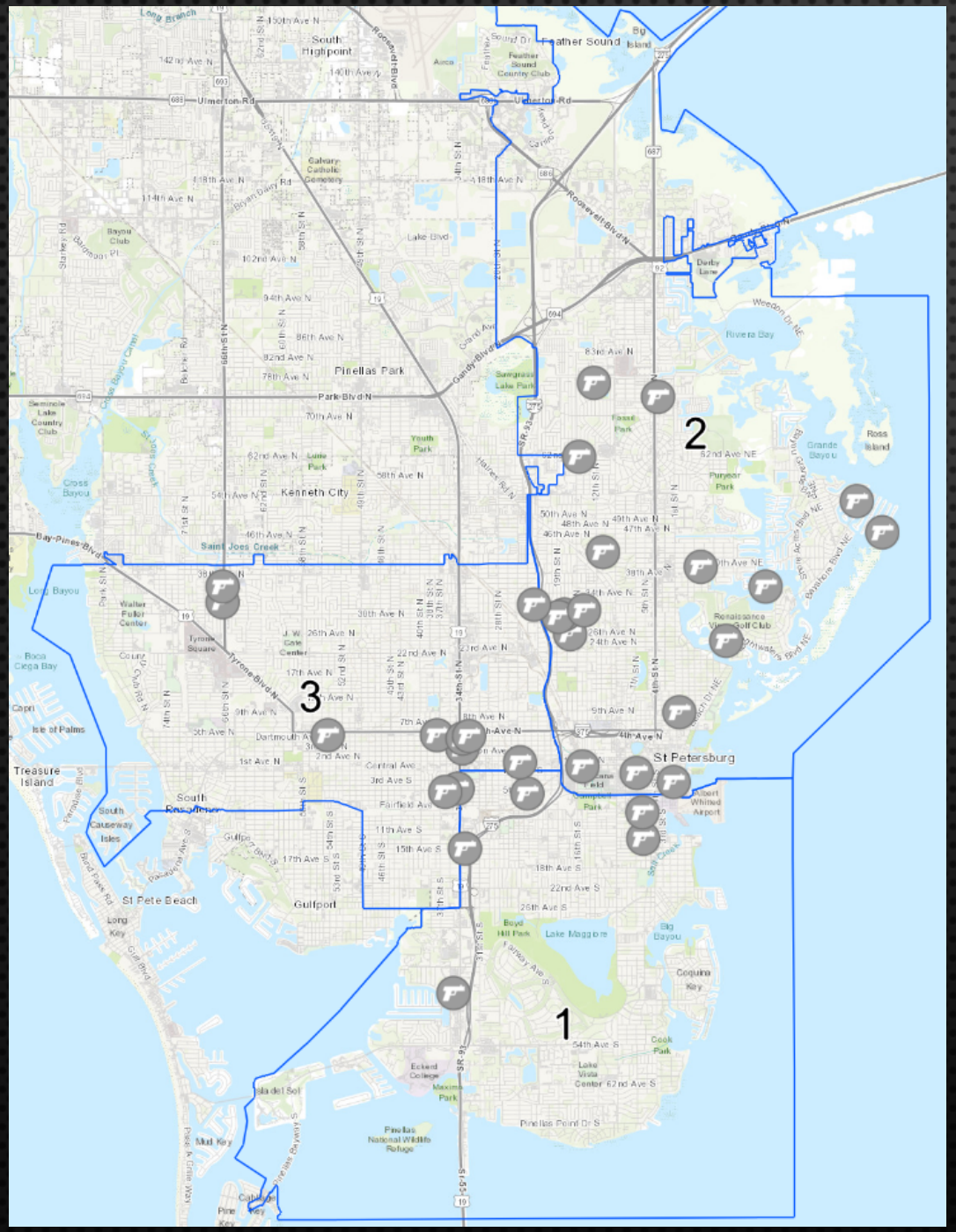
	2nd Quarter	3rd Quarter
Crime Guns	87	85
NIBIN Hits	88	46

- **"CRIME GUN"** – A GUN RECOVERED BY LAW ENFORCEMENT THAT WAS ILLEGALLY POSSESSED, USED IN A CRIME, OR SUSPECTED BY LAW ENFORCEMENT OFFICIALS OF HAVING BEEN USED IN A CRIME.

  **THE GUN IS TEST FIRED & A TEST FIRED CARTRIDGE CASE IS ENTERED INTO NIBIN

- **NIBIN Hits** – Number of cases a gun (crime gun or crime scene cartridge case) was previously used in.

GUNS STOLEN



Stolen Gun Stats	Total (3rd Quarter)
Total Stolen	37
Taken from vehicle	27
Taken from building	9
Taken from person	1
Recovered	22

CRIME OFFENSES

Offenses (2nd Quarter)	April	May	June	Total
Robbery	6	20	18	44
Burglary/Breaking and Entering	32	50	52	134
Motor Vehicle Theft	26	27	53	106

Offenses (3rd Quarter)	July	August	September	Total
Robbery	18	11	11	40
Burglary/Breaking and Entering	41	31	33	105
Motor Vehicle Theft	31	25	24	80

CRIME ARRESTS

Arrests (2nd Quarter)	April	May	June	Total
Robbery	13	14	11	38
Burglary/Breaking and Entering	11	23	22	56
Theft from Motor Vehicle	27	26	20	73
Motor Vehicle Theft	14	10	18	42

Arrests (3rd Quarter)	July	August	September	Total
Robbery	9	10	9	28
Burglary/Breaking and Entering	27	14	19	60
Theft from Motor Vehicle	18	25	16	59
Motor Vehicle Theft	19	26	9	54

TRAFFIC STATS

Type	2nd Quarter	3rd Quarter
Traffic Citation	4,108	3,845
Traffic Crashes	2,180	1,919
Traffic Stops	3,782	3,312
No Wake Citations	0	0

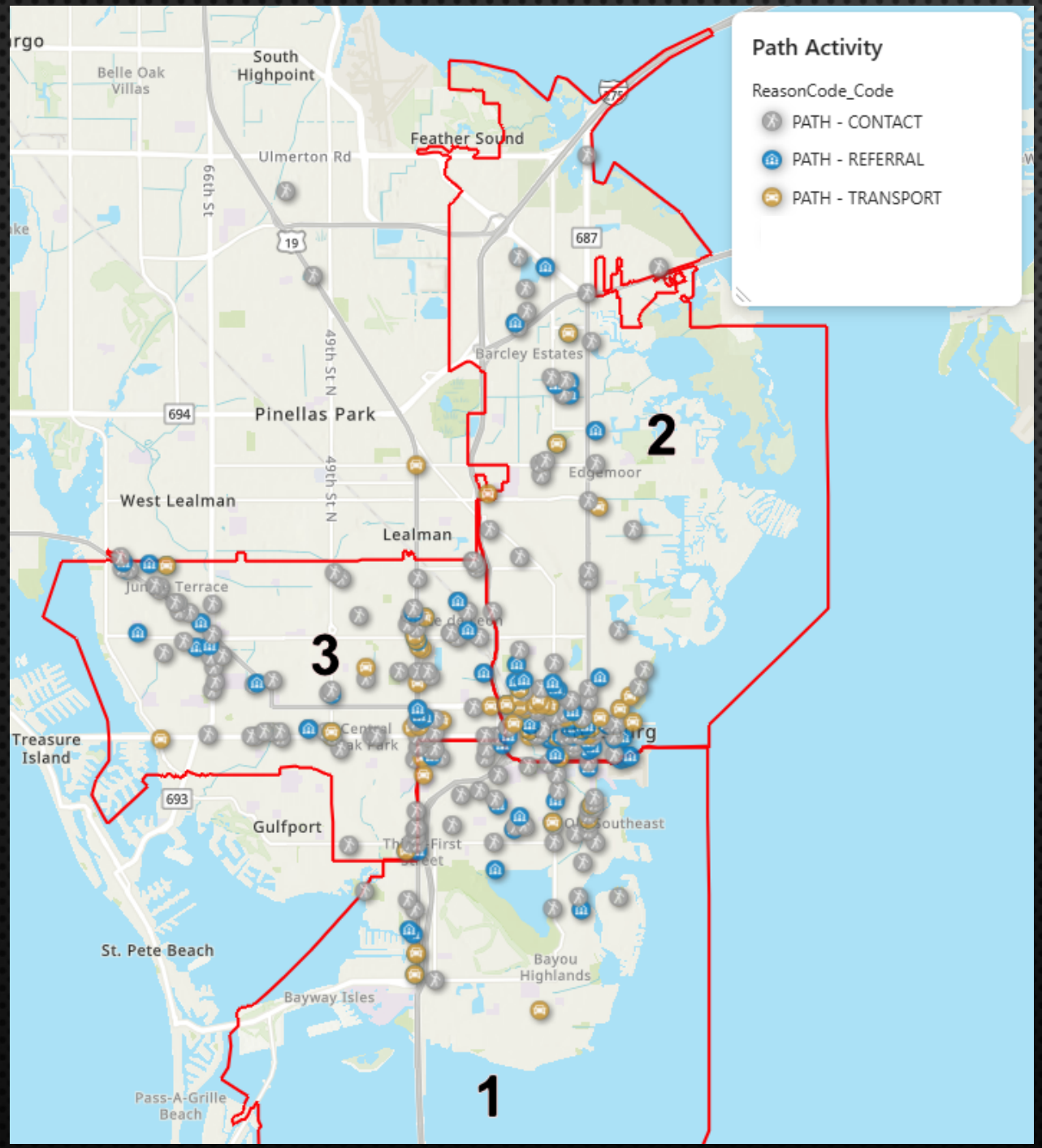
H.O.M.E.

HABITUAL OFFENDER MONITORING ENFORCEMENT

Juvenile Stats	2nd Quarter	3rd Quarter
Intensive Supervision	6	11
RADAR	224	203
BOTH Supervision & Radar	1	10
Electronic Monitors	42	72
Curfew / Compliance Checks	518	587

P.A.T.H. - POLICE ASSISTING THE HOMELESS

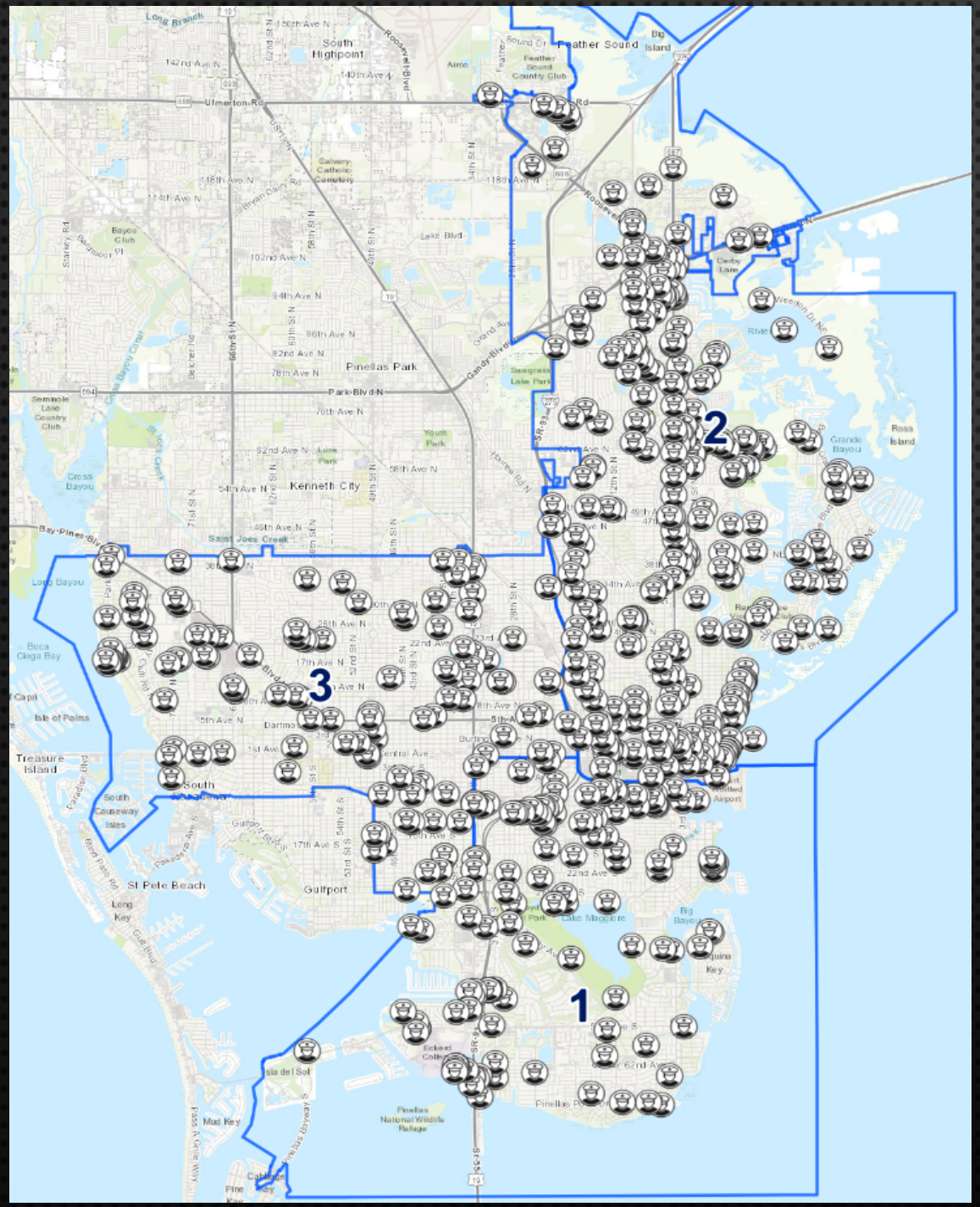
	2nd Quarter	3rd Quarter
Total Contacts Made	680	740
Total Referrals	243	257
Turning Point	169	112
Pinellas Hope	51	67
Safe Harbor	46	38
Salvation Army	0	0
St. Vincent De Paul	5	3
Bay Pines VA	0	1
Family Assistance	1	0
PSTA Bus Tickets	7	6
Transports by PATH	96	112



PATH UNIT ENCOUNTERS

(MAP REFLECTS 3RD QUARTER)

2nd Quarter	3rd Quarter
1032	1118



PARK, WALK & TALK (PWT)

(MAP REFLECTS 3RD QUARTER)

2nd Quarter	3rd Quarter
888	1438

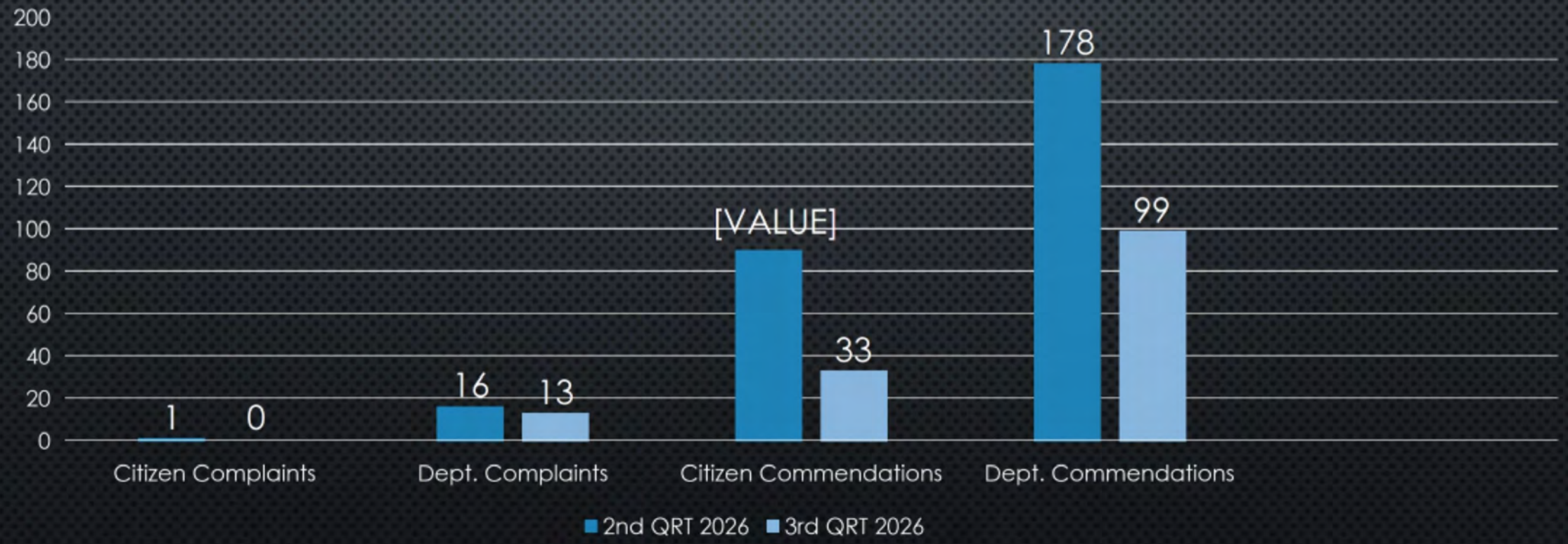
EAGLE EYE

Eagle Eye	3RD Quarter
Added During Quarter	8
TOTAL Participants	926

USE OF FORCE INCIDENTS

2nd Quarter	3rd Quarter
364	352

COMPLAINTS & COMMENDATIONS



COMMUNITY ASSISTANCE & LIFE LIAISON PROGRAM (CALL)

- July through September 2026, the CALL team:
  - Made 1,167 contacts with the community, including responding to calls from dispatch, employee referrals, and follow-ups. Last quarter, CALL made 1,212 contacts.
- The most frequent zip codes for response: 33710, 33713, and 33705.
- 97.3% of responses are independent of law enforcement.
- There have been 0 injuries or incidents causing violence.

FORWARD TOGETHER
JULY - SEPTEMBER 2026

Suncoast Voices for Children

- During this period, 122 youth and foster families in St. Petersburg dependency cases received critical support, including:
  - Beds for 44 youth
  - Safety items to ensure 15 youth could remain in their placements
  - Clothing for 35 youth
  - Emergency food provided for 29 youth

Gulf Coast JFCS

- 61% of all youth (new and existing clients) have not reoffended. Last quarter, 63.8% of youth had no new offenses.

FORWARD TOGETHER
JULY – SEPTEMBER 2026

St. Petersburg Police Athletic League (PAL)

- Wrapped up 9 week summer enrichment camp, 65 enrolled.
  - Fees as low as $7.50/week, with scholarships for families in need.
  - 95% of attendees come from low-income households and attend Title I schools.
  - Research-based literacy integrated with STEM, arts, and hands-on learning.

- Back to school transition, 60 afterschool students receive homework help, individualized literacy intervention, caregiver support, and positive peer relationships help children succeed academically and socially.

- In addition to academics – PAL has a "Maker Space" full of arts, crafts, LEGOs and more, as well as gym and game room for just having fun with their friends – in a supervised environment.

ACCREDITATION

CALEA ADVANCED LAW ENFORCEMENT PROGRAM

- Accredited since May 1985 – Longest Accredited Municipal agency
- Reaccredited in July 2026
- The department complies with approximately 400 standards

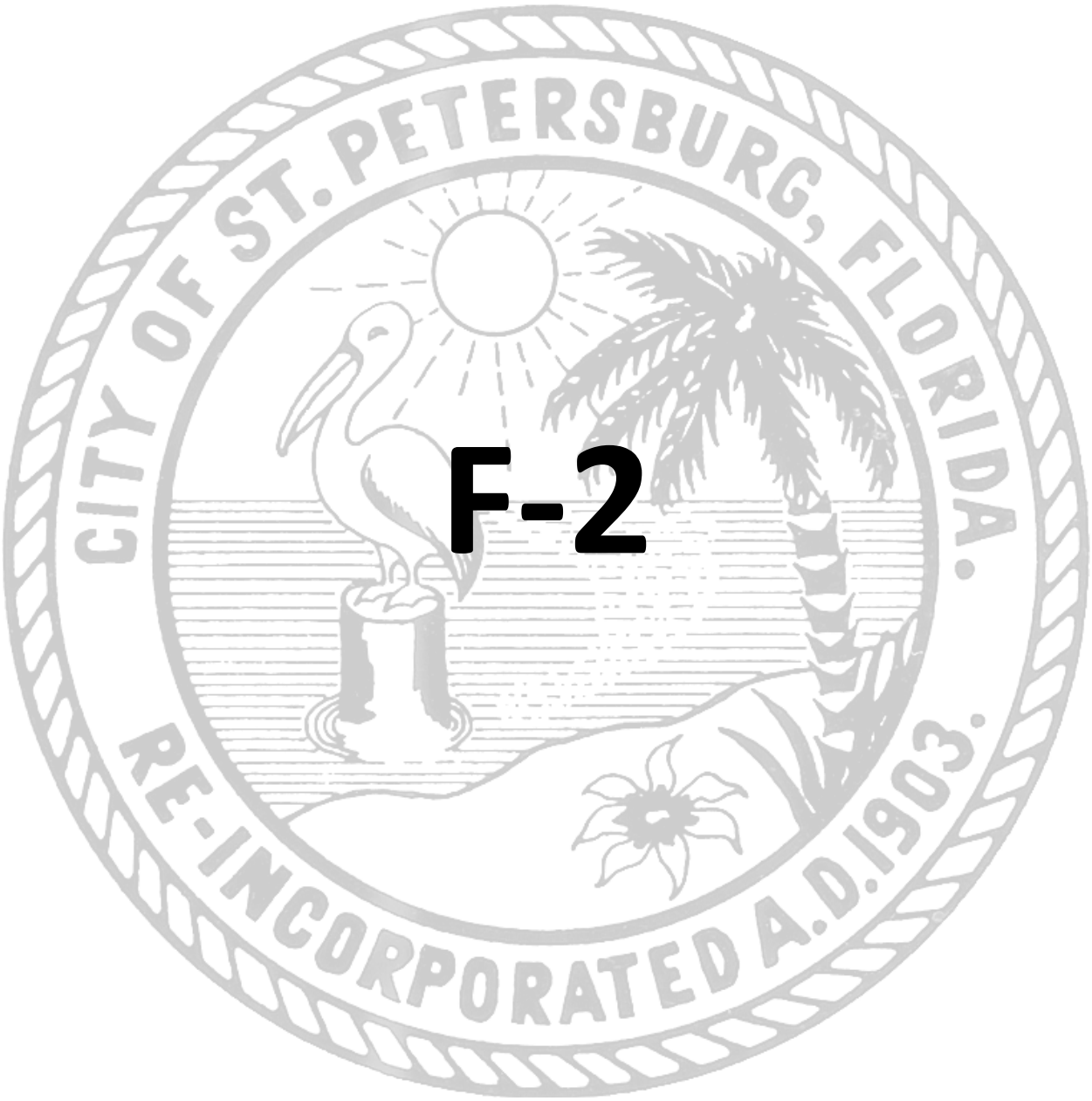
CALEA PUBLIC SAFETY COMMUNICATIONS PROGRAM

- Accredited since July 2022
- Reaccredited in July 2026
- The communications center complies with approximately 200 standards

COMMISION FOR FLORIDA LAW ENFORCEMENT ACCREDITATION

- Accredited since October 2003
- Next review in July 2027
- The department complies with 80+ standards

The following page(s) contain the backup material for Agenda Item: FY 26 Grants Report
Please scroll down to view the backup material.



F-2

CITY COUNCIL AGENDA
REPORT ITEM

DATE: October 12, 2026

TO: The Honorable Members of City Council

SUBJECT: FY 26 Grants Report

PRESENTER: Aubrey Phillips, Strategic Initiatives and Grant Director

SCHEDULE FOR COUNCIL ON: November 19, 2026

Copley Gerdes
Council Member, District 1

St. Petersburg City Council

Report

Meeting of November 19, 2026

TO: The Honorable Chair and Members of City Council

SUBJECT: Fiscal Year 2026 Grants Report

EXPLANATION: This report provides an overview of City grant activities during Fiscal Year 2026 , covering October 1, 2025, through September 30, 2026. The report summarizes grant opportunities reviewed through the City's grant coordination process, application outcomes, grant awards accepted by City Council, major grant initiatives, and the outlook for future funding opportunities.

FY26 Grant Activity

During FY26, the City's grants coordination process reviewed 62 grant opportunities. As of September 30, 2026, 31 applications remained pending award determination, 9 had been awarded, 13 were not awarded, 8 remained in development, and 1 opportunity was not pursued. Total application and award figures are summarized in the accompanying presentation.

The application-status figures above reflect opportunities reviewed through the Grants Working Group process during the fiscal year. They are distinct from awards accepted by City Council, which may include applications initiated in prior fiscal years.

Awards Accepted by City Council

City Council accepted 29 grant awards totaling approximately $172.4 million during FY26. Grant funding accepted during the fiscal year supported disaster recovery, public safety, transportation, infrastructure, resilience, housing, and community development initiatives throughout the City. Federal funding represented the largest component of the accepted-awards total, primarily because of the City's direct Community Development Block Grant-Disaster Recovery allocation from the U.S. Department of Housing and Urban Development.

Compared with FY25, the number of grant awards accepted by City Council declined by 17% (6 fewer awards), while the total value of accepted awards increased by $158.5M or 1137%. The substantial change in accepted-award value was primarily attributable to the City's CDBG-DR award which is being implemented locally as Sunrise St. Pete.

Sunrise St. Pete

The City's Sunrise St. Pete recovery initiative continued to advance during FY26. Following Council acceptance of the grant, program implementation activities commenced, including community outreach, application intake, and deployment of the initial recovery programs designed to support residents and neighborhoods impacted by recent disasters.

Grants Management System

The City began implementation of the EUNA Grants Management System in FY26. The system is intended to provide a centralized platform for managing the City's grant portfolio System configuration

and departmental onboarding are underway. The system is expected to support application tracking, financial compliance, reporting, and grant-making workflows across City departments.

FY27 Community Project Funding Requests

In addition to other grant activities, the City submitted six FY27 Congressional Community Project Funding requests totaling $15.5 million for the following projects:

- Mirror Lake Library Improvements
- 88th Ave N Storm Drainage Improvements
- Downtown Water Main Replacement
- SPPD Real Time Intelligence Center
- Bear Creek Wet Weather Stormwater Treatment
- Oberly Generator Replacement

All requests except the 88th Ave N Storm Drainage Improvements and Bear Creek Wet Weather Stormwater Treatment projects remain under federal consideration.

Grant Trends and Strategy Outlook

The grant environment continues to evolve as federal agencies implement regulatory changes and adjust application requirements. The Strategic Initiatives and Grants Department continues to monitor these developments, coordinate grant opportunities, and collaborate with other departments to position the City to remain competitive for external funding resources.

RECOMMENDATION: The Administration recommends that City Council receive the Fiscal Year 2026 Grants Report.

COST/FUNDING INFORMATION: This is an informational report only and has no direct fiscal impact. Individual grant awards, associated appropriations, and funding authorizations are presented to City Council separately in accordance with established City procedures.

ATTACHMENTS: Fiscal Year 2026 Grants Report Presentation

APPROVALS:

Administration: Thomas Greene

Budget: Noah Caprio

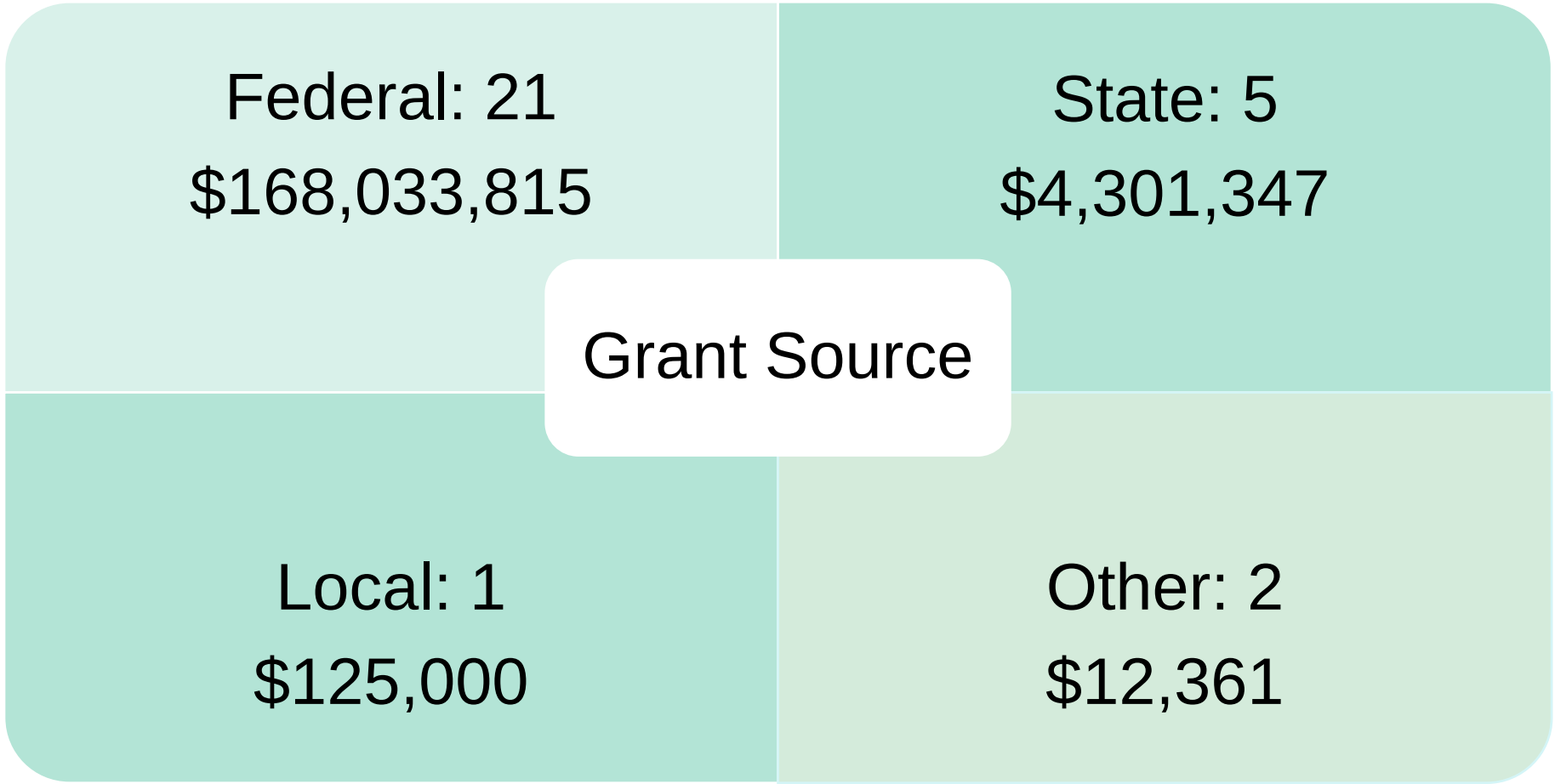
Fiscal Year 2026 Grants Report

November 19, 2026



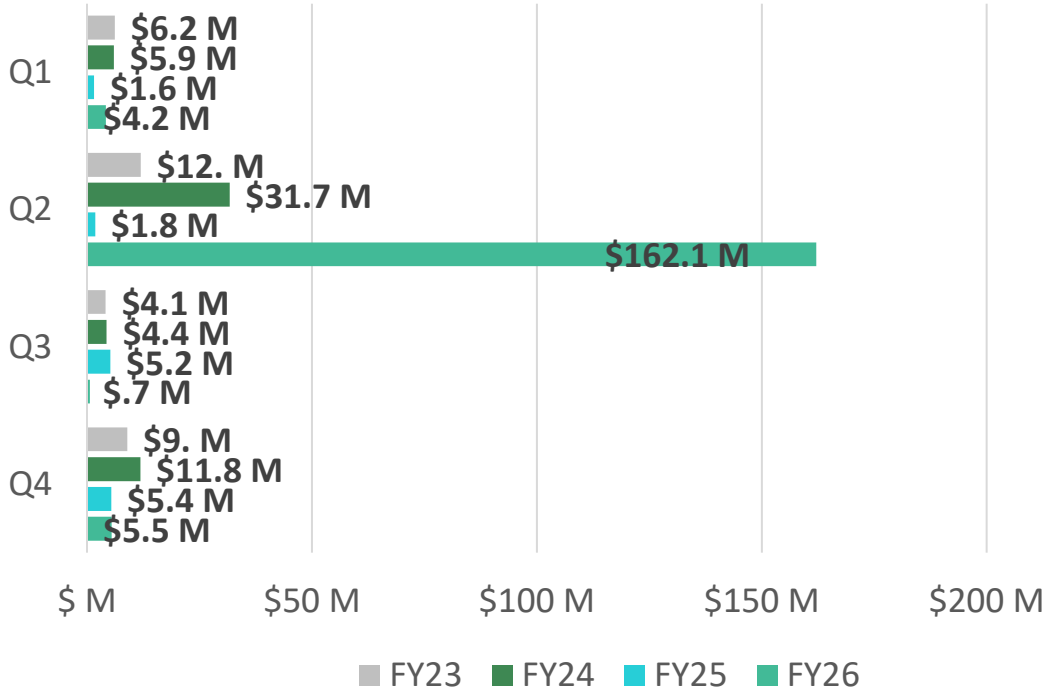
FY26 Awards Accepted by Council

$172,472,524

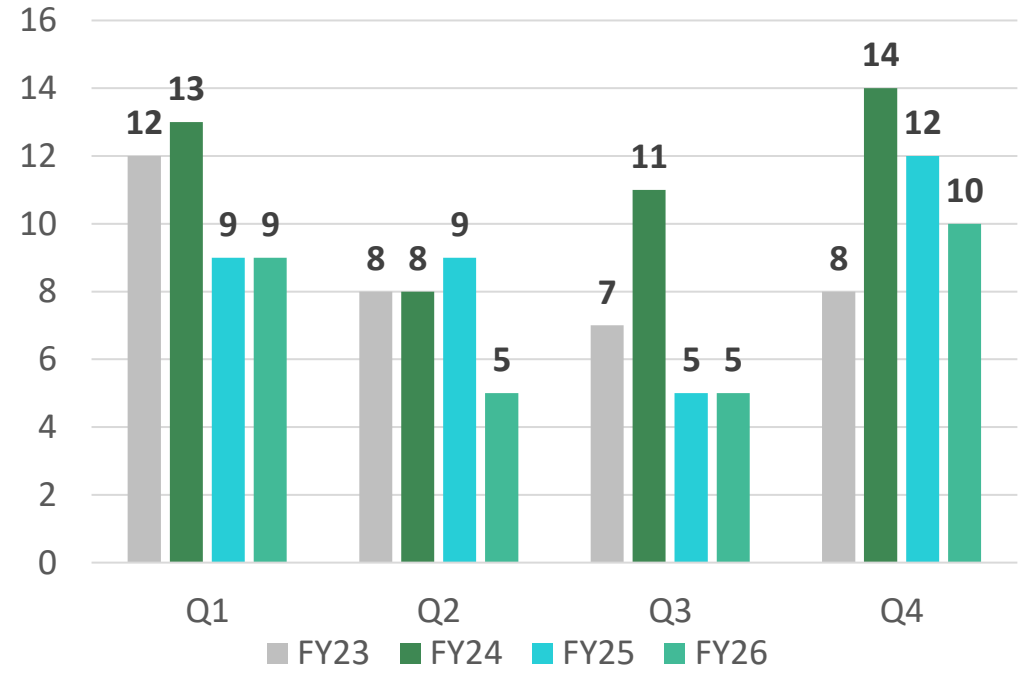


Annual Grant Award Acceptance Comparison

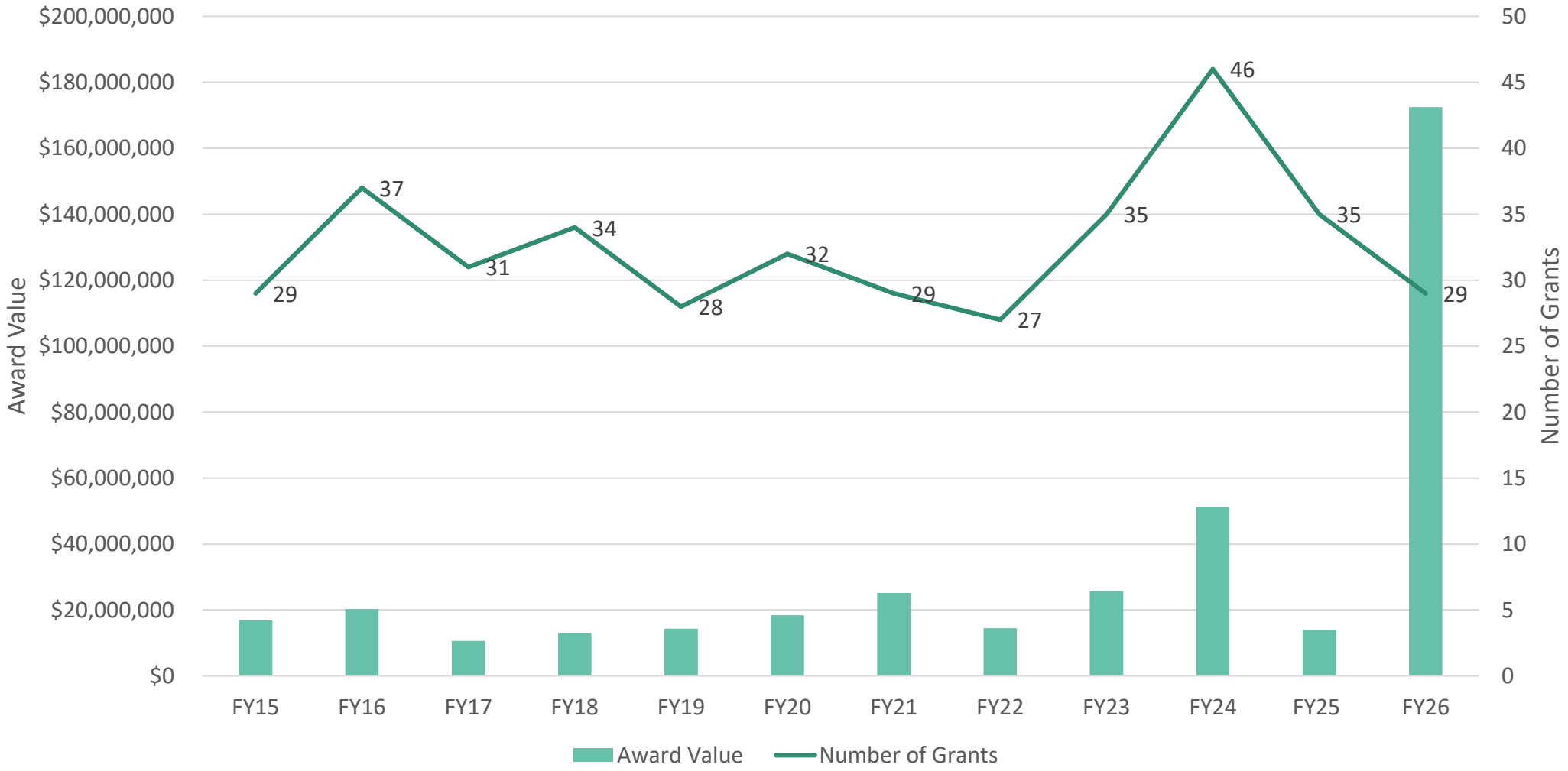
Grant Funds Accepted



Number of Grants Accepted



Historical Grant Trends: Accepted by Council



Grant Award Forecast



$19.9 M

across

15 awards

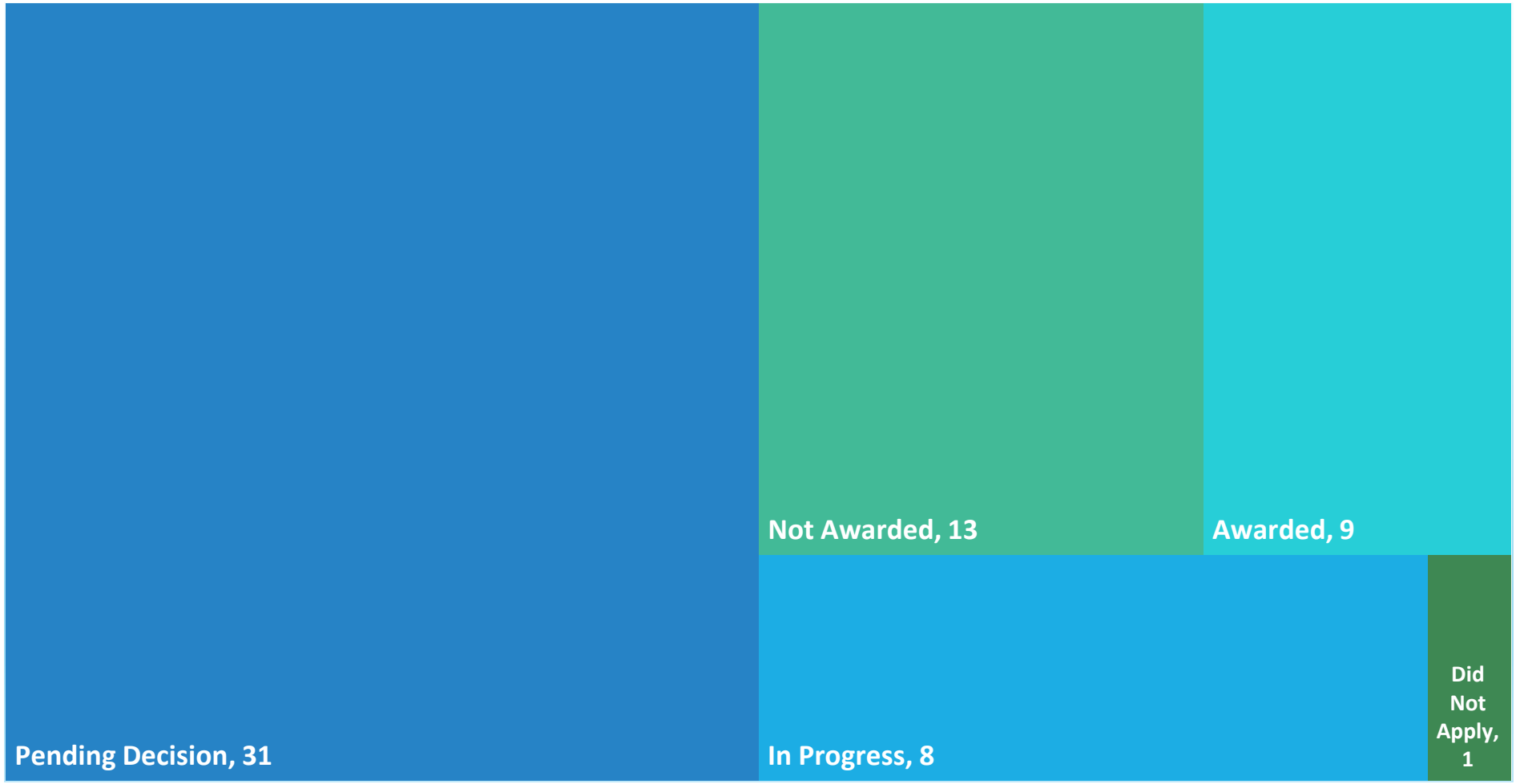
funding investments in

- **Infrastructure**
- **Resilience**
- **Transportation**
- **Public Safety**
- **Community**

FY26 Grant Efforts Overview

62 grants

reviewed by Grants Working Group in FY26



Federal policy changes are reshaping how the City competes for & manages grants

The emerging environment favors earlier project development, stronger compliance capacity, & flexible strategies.

1 Policy changes to watch

Uniform Guidance
Proposed federal rules could take effect for new and renewed awards in FY27, with broader oversight and executive-order requirements.

Housing reforms
The 21st Century ROAD to Housing Act expands potential uses of CDBG and HOME funds

Shorter windows
Major federal NOFO periods are moving from roughly 90 days to 60 days or less, with some as short as 43 days.

2 Anticipated local impacts

Administrative burden
More documentation, oversight, and review requirements may increase staff and consultant capacity needs.

Funding uncertainty
Mid-award changes or termination provisions could raise financial and project-delivery risk.

Mixed landscape
Housing flexibility may expand, while tighter compliance and faster deadlines could reduce access for projects that are not ready.

3 How grant strategy is adapting

Prepare before NOFO release
Advance scopes, narratives, budgets, match strategies, and supporting documents for priority projects.

Strengthen compliance
Standardize procedures, clarify ownership, and implement grant-management tools for monitoring and reporting.

Use a policy-informed pipeline
Track federal rulemaking and program changes, then prioritize opportunities by readiness, strategic fit, and manageable risk.

Policy implication: competitiveness will increasingly depend on decisions made before a grant opportunity opens.

THANK YOU

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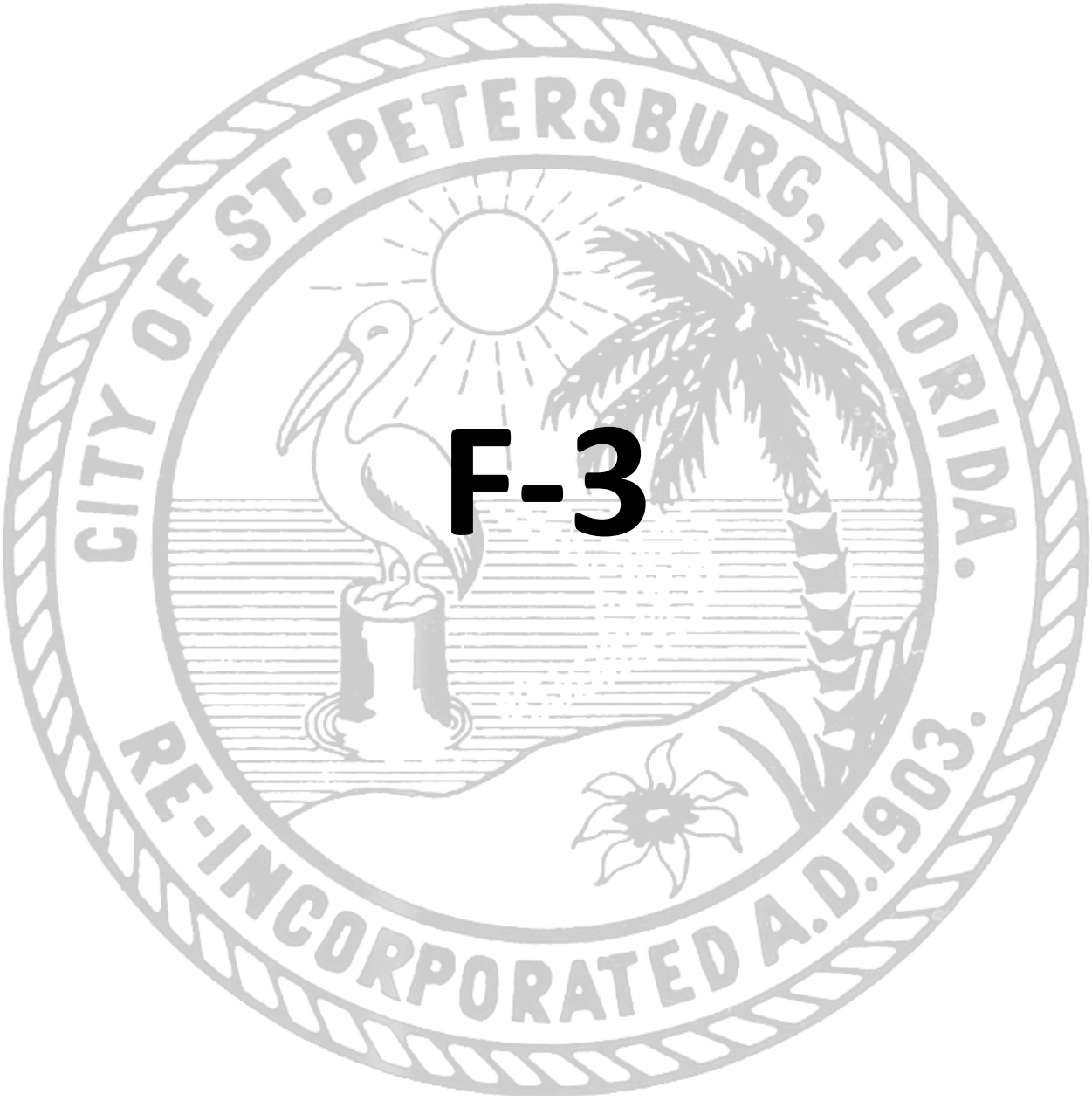
The following page(s) contain the backup material for Agenda Item: St. Pete Heights Neighborhood Plan
Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL
Report
Meeting of November 19, 2026

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

FROM: Kayleigh Sagonowsky, Neighborhood Relations Manager

SUBJECT: St. Pete Heights Neighborhood Plan

EXPLANATION:

Attached for your review and discussion is the St. Pete Heights Neighborhood Plan prepared by the Neighborhood Relations Department with the input and ideas of residents, property owners, and stakeholders of the St. Pete Heights Neighborhood. The plan was approved by the Community Planning and Preservation Committee on November 10, 2026.

RECOMMENDATION:

The Administration recommends that City Council review and accept the St. Pete Heights Neighborhood Plan.

COST/FUNDING/ASSESSMENT INFORMATION:

No funding is required for this approval.

ATTACHMENTS:

- Resolution
- St. Pete Heights Neighborhood Plan
- PowerPoint Presentation

APPROVALS:

Administration: _____ Budget: Emily Rapchak

Resolution No._____

A RESOLUTION ACCEPTING THE ST. PETE HEIGHTS NEIGHBORHOOD PLAN ("PLAN"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO INITIATE PROJECTS AND PROGRAMS IDENTIFIED IN THE NEW PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Neighborhood Planning Program has been approved by the City Council of the City of St. Petersburg and is mandated by the City's Comprehensive Plan; and

WHEREAS, in January 2024, the St. Pete Heights Neighborhood began its effort to create a neighborhood plan ("Plan"); and

WHEREAS, the planning area consists of approximately 112 acres with boundaries generally extending from 28th Street North to the west, 38th Avenue North to the north, following Interstate 275 to the east, and 30th Avenue North to the south; and

WHEREAS, the St. Pete Heights Neighborhood residents and property owners worked with the City of St. Petersburg's Neighborhood Relations Department and other City staff to identify their priorities and create their neighborhood plan; and

WHEREAS, at a September 2025 neighborhood community meeting, resident feedback was incorporated into the Plan; and

WHEREAS, on November 10, 2026, the Community Planning and Preservation Commission conducted a public hearing and found the Plan consistent with the St. Petersburg Comprehensive Plan; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the St. Pete Heights Neighborhood Plan ("Plan") is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to initiate the development of regulations, programs and projects as identified in the Plan to the extent they are consistent with the City's plans, goals and objectives and within the approved budget.

BE IT FURTHER RESOLVED that the Administration shall update City Council on the progress of the Plan implementation within one year after acceptance of the Plan.

This Resolution shall become effective immediately upon its adoption.

LEGAL: ADMINISTRATION:





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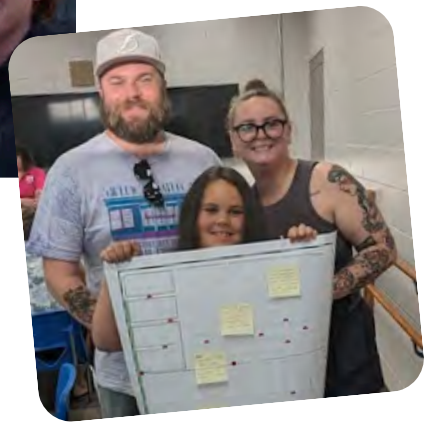
St. Pete Heights Neighborhood Plan

November 2026







ST. PETE HEIGHTS
NEIGHBORHOOD

Contents

Introduction

- Executive Summary 5
- Neighborhood Vision Statements 6
- Neighborhood Context and History 7

Process

- Engagement Timeline 10
- Engagement Process 12
- What We Learned 13

Workshop Categories

- Greenspace and Beautification 14
- Transportation and Mobility 16
- Business Development and Redevelopment 19
- Neighborhood Character and Engagement 21
- Public Safety 22

Implementation and Recommended Actions

- Housing and Neighborhood Services 24
- Community Enrichment 25
- Public Works 26
- City Development 27
- Public Safety 28

Conclusion 29



Acknowledgements

The St. Pete Heights Neighborhood Plan reflects the community's shared vision for the future. It would not have been possible without the active participation of residents, neighborhood leaders, business owners, community partners, and City staff.

We extend our sincere appreciation to everyone who attended community workshops, completed surveys, participated in discussions, shared local knowledge, and provided thoughtful feedback throughout the planning process. Your insights helped create a roadmap that will help guide future investments, strengthen neighborhood partnerships, and enhance the quality of life for current and future generations in St. Pete Heights.



For information about this plan, please contact:

City of St. Petersburg
Neighborhood Relations
175 5th St N
St. Petersburg, FL 33701

NeighborhoodSupport@stpete.org

St. Pete Heights Neighborhood Association Leadership

Bryan Casañas-Scarsella: President
Kevin Elliott: Vice President
Barry Ezell: Board Member at Large
Bella Arango: Board Member at Large

St. Pete Heights Participating Residents

Nick Acevedo
Terry Anderson
Frances Andresen
Sam Arango
Bruce Berry
Kali Brodt
Adrienne Brown
Mimi Brown
Will Brown
Aislinn Brown
Will Brown
Shane Campbell
Jim Cobble
Tiffany Conkle
Jim Copening
Helene Rettig Czarnopys
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Catalina Delgado
Spencer Derriman
Kai Donner
Arthur Donner
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Crafty Filmore
Sandi Going
Elizabeth Goodrich
Cameron Goodrich
Brock Grady
Michael Greer
Rick Greer
Natalie Greer
Lisa Grunwald
Derdre Guilloton
Cathy Harrelson
Laurel Huyler
Sophie Kent
Stephanie Kinney
Jason Kinney
Kristopher Knaak
Beate Marston
Skyler Mastro
Dusti Miller
Thomas Otto
Paula Pelletier
Valerie Scafoglio
Bobby Schaech
Alexandria Servia
Jodi Shelton
Kevin Shelton
Donna Slawsky
Jonathan Spiker
Thomas Stevens
Aaron Warren
Lucas Wilson
Ainsley Wilson
Patricia Young

And all other residents and business owners who have contributed in their own ways to caring about our community.

City of St. Petersburg Staff

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Cheryl Stacks
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Joe Waugh

Introduction

Executive Summary

The St. Pete Heights Neighborhood Plan documents the neighborhood’s shared vision and guide future investments that support the long-term vitality of the neighborhood. This plan was developed through an extensive public engagement process led by the City of St. Petersburg's Neighborhood Relations Department in partnership with neighborhood leadership, residents, business owners, community stakeholders, and City staff.

Throughout the planning process, residents consistently expressed a strong appreciation for the neighborhood's central location, spacious lots, architectural diversity, welcoming atmosphere, and active neighborhood association. Community engagement is one of St. Pete Heights' greatest strengths. Residents value the neighborhood's diversity, strong sense of community, and active civic participation.

Residents also identified opportunities to strengthen St. Pete Heights through strategic investments that improve quality of life and preserve the neighborhood's identity. The highest priority identified by residents was the need for parks, green spaces, and recreational amenities. They also emphasized the importance of creating a safe, walkable, and well-connected neighborhood, supporting neighborhood-serving businesses, and preserving and enhancing neighborhood character.

The recommendations contained in this Neighborhood Plan reflect the collective vision of the St. Pete Heights community. They can be summarized in the five vision and priority statements on the next page. Together, these statements provide a framework to guide public and private investments that will enhance the neighborhood for current and future residents.

Neighborhood Vision Statements

- St. Pete Heights will have attractive, safe, and well-maintained public spaces and will prioritize the addition of accessible greenspace within its boundaries.

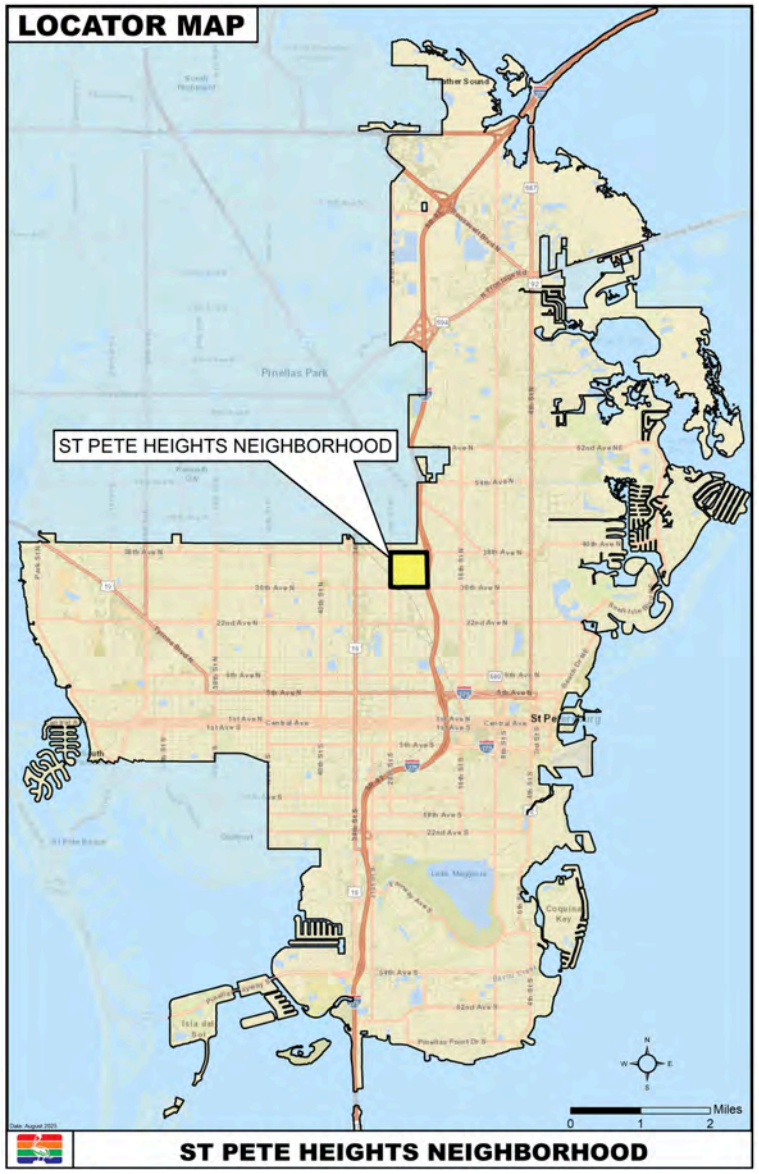
- St. Pete Heights will be a safe, connected, and accessible neighborhood with a complete pedestrian network, effective traffic calming, and multimodal transportation options that allow residents to comfortably walk, bike, drive, and use public transit.

- St. Pete Heights will encourage neighborhood-scale development, including neighborhood-serving businesses and appropriate missing-middle housing along major corridors, while promoting economic opportunity, reinvestment, and development that benefits existing residents.

- St. Pete Heights will preserve and enhance the neighborhood's identity and character while fostering a strong, engaged, and connected community.

- St. Pete Heights residents will feel safe, secure, and confident using public spaces and moving throughout the community.

ST.PETE HEIGHTS
NEIGHBORHOOD



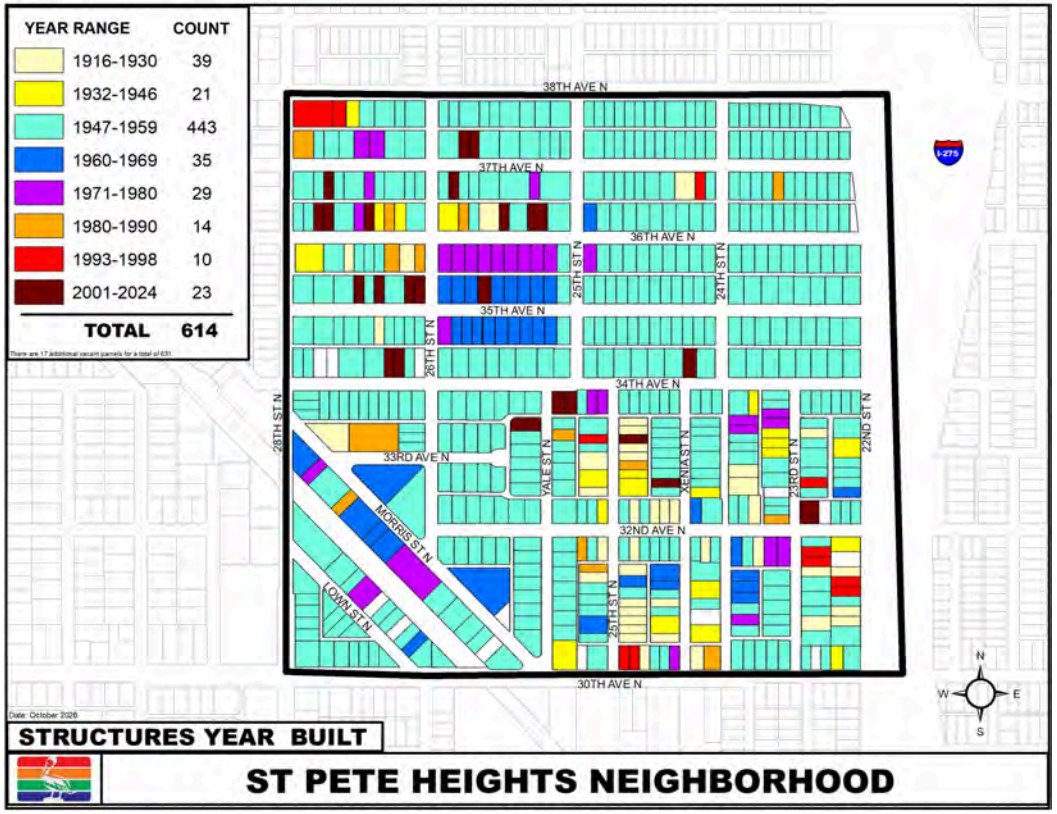
Neighborhood Context and History

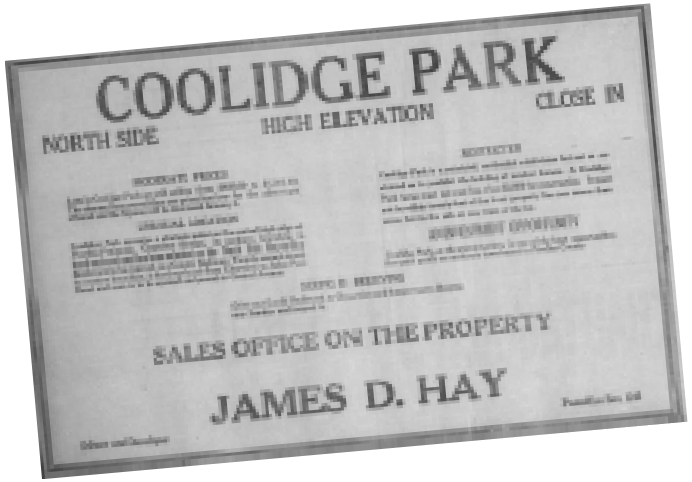
The St. Pete Heights Neighborhood is a 112-acre community located on the north-central edge of St. Petersburg, between 30th and 38th Avenues North, from I-275 to 28th Street North. The neighborhood's name is derived from a love of the city and the area's higher elevation. Its central location provides residents with access to major transportation corridors, employment centers, schools, parks, shopping, and downtown St. Petersburg.

St. Pete Heights has a current population of 1,493 people. There was a 2.2% increase in population between 2010 and 2020 and a 5.9% increase in the number of households. The median household income in 2026 is $67,939 and is expected to increase to $87,353 by 2030.

The neighborhood is characterized primarily by single-family homes arranged on a traditional grid street network, with a mix of long-term residents and newer homeowners contributing to its evolving character. The commercial corridor along 28th Street North provides easy access to limited storefront businesses and services, while I-275 offers regional connectivity and accessibility.

A review of subdivisions within the St. Pete Heights Neighborhoods shows that there are 13 subdivisions platted within the area. The majority of the neighborhood, was platted between 1923 and 1924 and a majority of home construction occurred between 1947 – 1959. At that time, developers advertised the neighborhood's high elevation, selling lots for $650 to $1,000.





When the area was first platted, the northern half was known as Coolidge Park. Eventually, neighbors came together to form an association known as Highland Grove. The neighborhood's boundaries extended north to 40th Avenue North and west to 34th Street North. The Highland Grove Neighborhood Association was inactive for many years when a group of concerned neighbors came together in response to concerns about speeding on residential streets where children were playing.

That effort helped bring neighbors together and ultimately led to the re-establishment of an active neighborhood association in May 2018. As part of that process, residents voted to rename the neighborhood St. Pete Heights and establish the current, smaller boundaries. The new boundaries, seen in the map on the right, were intended to create a more cohesive and manageable neighborhood, with major, heavily trafficked roads also serving as natural transitions between neighborhoods.



After re-establishing, St. Pete Heights residents sought to increase their visibility through the creation of a public-facing logo. In 2019, they utilized a Neighborhood Partnership grant to work with artist Leo Gomez on a full neighborhood branding campaign, which included the official neighborhood logo, color scheme and unique lettering.

The development of St. Pete Heights' brand also helps to promote the association's goals: fostering community, promoting neighbor engagement and participation in the association's activities, beautifying the neighborhood, and building pride within St. Pete Heights.

In 2021, the neighborhood received a second Neighborhood Partnership Grant for neighborhood identity signs and installed them along 38th Avenue N., 28th Street N., and 30th Avenue N.

Significant progress has occurred in St. Pete Heights in the last decade and the neighborhood intends to build on their success and continue advocating for accessible greenspace, complete streets, neighborhood-serving businesses, and the preservation and enhancement of the neighborhood's character.









Process

The St. Pete Heights Neighborhood Plan was developed through a collaborative, community-driven process. Beginning in January 2024, the City of St. Petersburg's Neighborhood Relations Department partnered with neighborhood leadership, residents, business owners, community stakeholders, and City staff to identify neighborhood strengths, challenges, opportunities, and desired improvements through a series of workshops.

Engagement Timeline

Date	Meeting	Location
January 30, 2024	Neighborhood Plan Kick-Off Meeting	Gladden Park Recreation Center
April 23, 2024	Greenspace, Beautification, and Neighborhood Character Workshop	Kevin Elliott's Backyard
May 28, 2024	Transportation Workshop	Gladden Park Recreation Center
June 25, 2024	Business, Development, and Codes Workshop	Gladden Park Recreation Center
July 23, 2024	Neighborhood Engagement, Public Safety, Sustainability Workshop	Gladden Park Recreation Center
September 16, 2025	Neighborhood Community Meeting (Draft Plan Review and Discussion)	Gladden Park Recreation Center
October 30, 2025	Meeting with SPH Leadership Regarding Draft Neighborhood Plan Concerns	City Hall
February 5 - March 27, 2026	Neighborhood Plan Post-Workshops Survey	Online
April - November 2026	Neighborhood Plan Revisions	N/A



Following the completion of the workshops, Neighborhood Relations prepared a draft Neighborhood Plan based on the community input received throughout the engagement process. To continue the planning process and share the draft recommendations, a Neighborhood Community Meeting was held on September 16, 2025. Residents were invited to review the draft plan, discuss proposed recommendations, and provide additional feedback.

Following the community meeting and review of the draft plan, St. Pete Heights neighborhood leadership expressed concerns that the document did not fully reflect the community's vision or the outcomes of the planning process.

In response to the feedback received, Neighborhood Relations and neighborhood leadership agreed to continue refining the draft plan through additional community engagement and revisions. To further expand participation and validate community priorities, a Neighborhood Plan Post-Workshop Survey was distributed on February 5, 2026, and remained open through March 27, 2026.

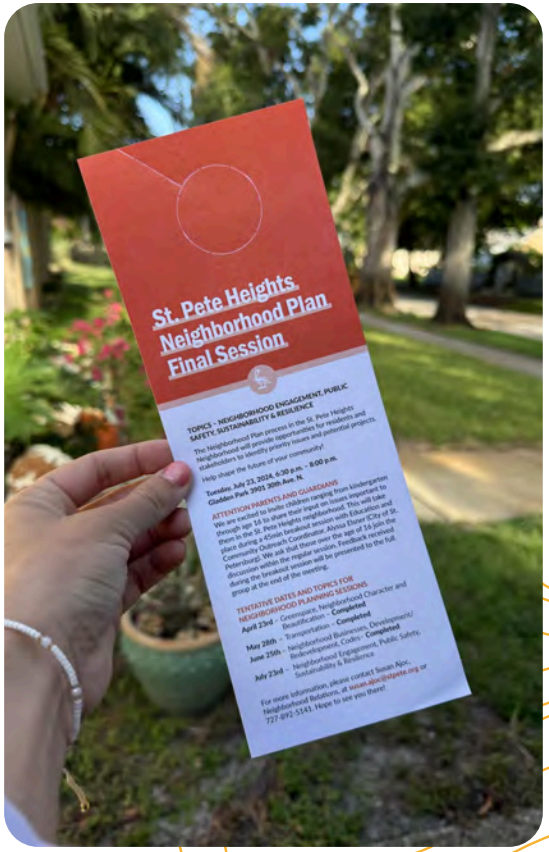
Feedback collected through the survey was reviewed and considered as part of the final refinement of the Neighborhood Plan.

Engagement Process

Throughout the St. Pete Heights Neighborhood Planning process, Neighborhood Relations and the St. Pete Heights Neighborhood Association worked collaboratively to promote community participation and encourage resident engagement. Neighborhood Relations designed and printed promotional materials, including postcards and door hangers that were distributed throughout the neighborhood by St. Pete Heights residents and volunteers. The St. Pete Heights Neighborhood Association further expanded outreach by sharing information through its social media platforms and email distribution list.







What We Learned

The planning process included participation from a substantial group of St. Pete Heights residents across five community meetings and workshops, a neighborhood-wide draft plan review meeting, and the Neighborhood Plan Post-Workshop Community Survey.

The neighborhood planning process revealed a clear and consistent vision for the future of St. Pete Heights. Residents consistently emphasized investments in parks and greenspace, multimodal transportation, beautification, neighborhood character, public safety, and community revitalization as essential to enhancing quality of life in St. Pete Heights.

By organizing and synthesizing community input from multiple engagement activities, this Neighborhood Plan establishes a clear connection between resident-identified needs and future improvement opportunities. It serves as a practical roadmap for City staff, neighborhood leaders, community partners, and other stakeholders to prioritize projects, pursue funding opportunities, and guide future decision-making in a manner that reflects the community's shared vision.







Workshop Categories

Greenspace and Beautification

St. Pete Heights will have attractive, safe, and well-maintained public spaces and will prioritize the addition of accessible greenspace within it's boundaries.

Residents identified the creation of public greenspace as their highest priority during the neighborhood planning process, emphasizing the lack of existing public parks or greenspaces within the neighborhood's boundaries. The nearest public parks and greenspaces are located outside the neighborhood, as follows:

- Gladden Park: 1.4 miles | 31-minute walk
- Kiwanis Park: 0.9 miles | 21-minute walk
- Kelly Lake: 0.8 miles | 19-minute walk
- Norwood Playlot: 0.9 miles | 20-minute walk

Although several public parks and greenspaces exist in surrounding neighborhoods, none are located within St. Pete Heights, and accessing them on foot can be challenging. Relatively significant walking distances, major roadways with heavy traffic, and incomplete pedestrian connections create barriers that limit residents' convenient access to these amenities. This underscores the community's desire for accessible public greenspace within the neighborhood itself, where residents of all ages can safely and easily gather, recreate, and connect with their community.

Planting additional trees and enhancing the landscaping along main corridors was identified as a secondary priority. These improvements could help create a

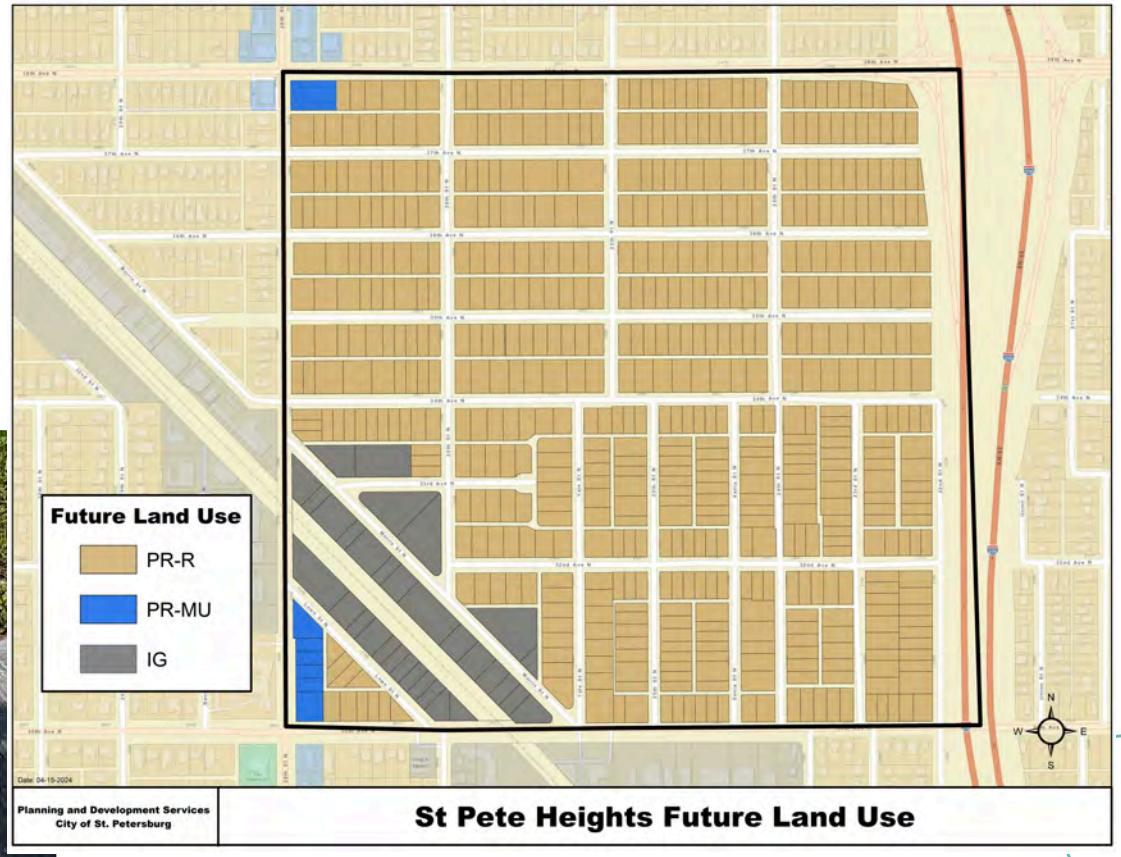


more attractive buffer between the interstate and surrounding residential areas, while contributing to the neighborhood's tree canopy and overall character.

The neighborhood association has demonstrated an ongoing commitment to beautification through initiatives. In 2023, they received a grant to plant trees in city right-of-ways throughout the neighborhood. These and other community-led beautification efforts, such as neighborhood identity signs, tree surveys, Care Days, cleanups, and neighborhood improvement projects, would continue to benefit the neighborhood.







Transportation and Mobility

St. Pete Heights will be a safe, connected, and accessible neighborhood with a complete pedestrian network, effective traffic calming, and multimodal transportation options that allow residents to comfortably walk, bike, drive, and use public transit.

St. Pete Heights has an established street network providing access to surrounding neighborhoods, commercial areas, employment centers, parks, and other community destinations. While many of these destinations are easily reachable by car, major roadways, incomplete pedestrian connections, and other physical barriers make it difficult for pedestrians to reach important amenities.

Residents prioritize the creation of safer, more walkable, and more accessible streets. A better-connected neighborhood and safer streets are important in their own right, but they are also what allow residents to safely reach neighborhood businesses, public transit, recreational amenities, and other destinations.







St. Pete Heights residents have been heavily involved in advocating for traffic-calming improvements. Neighborhood traffic and speeding issues were part of the original impetus for residents to organize and re-establish the St. Pete Heights Neighborhood Association. Residents remain committed to continuing to request traffic studies to evaluate the need for additional traffic calming measures like speed bumps to reduce speeding and cut-through traffic on residential streets.

St. Pete Heights residents also continue to advocate for neighborhood connectivity improvements. Sidewalks are currently limited to the perimeter of the neighborhood and the northwest and southeast corners. Expanding sidewalk coverage throughout the neighborhood could greatly improve pedestrian connectivity.



Current Traffic Calming Measures in St. Pete Heights

St. Pete Heights has many alleys, some paved with asphalt and others with millings. Residents regularly participate in Keep Pinellas Beautiful's Adopt-an-Alley Program to keep the alleys clean, and they would like to continue to improve their walkability.

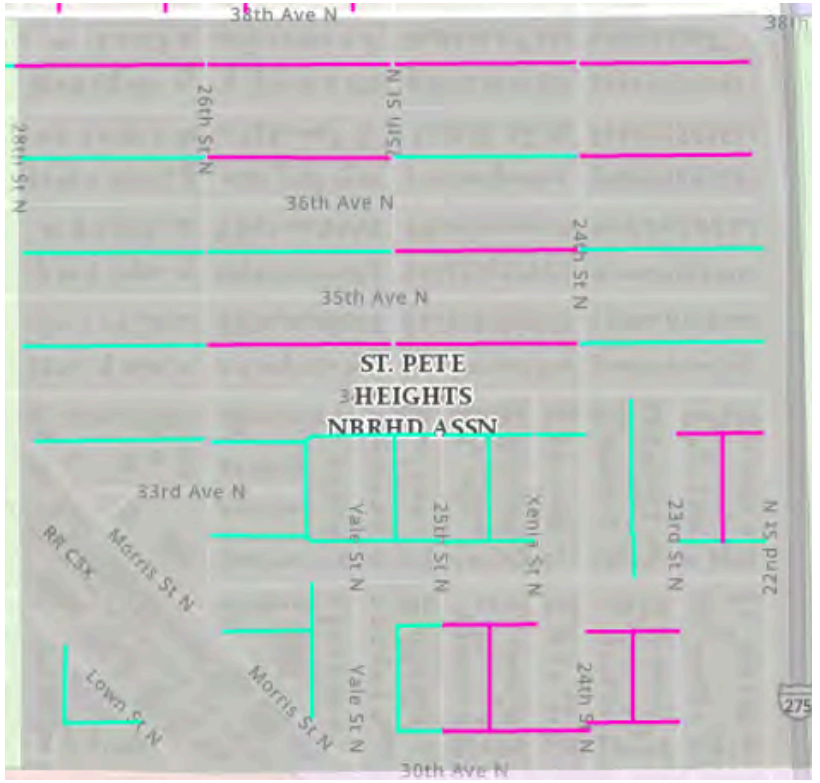
St. Pete Heights continues to advocate for the extension of the I-275 sound barriers from 38th Avenue North south to 30th Avenue North. This is an important quality-of-life issue for residents and an opportunity to advocate to the Florida Department of Transportation for future improvements.

The addition of street trees and micromobility amenities such as e-bike and scooter hubs could also have a positive impact on the neighborhood.

Sidewalks in St. Pete Heights



Alleys in St. Pete Heights



Business Development and Redevelopment

St. Pete Heights will encourage neighborhood-scale development, including neighborhood-serving businesses and appropriate missing-middle housing along major corridors, while promoting economic opportunity, reinvestment, and development that benefits existing residents.

There are handful of existing businesses in the southwest corner of the neighborhood, along Morris Street North as well as on the neighborhood perimeter streets of 28th Street North and 38th Avenue North. These businesses mostly consist of light industrial uses like construction companies and auto repair shops. The physical appearance of some of these businesses has improved in recent years, though some blight still exists. Although these businesses bring people to the area, they may not directly benefit neighborhood residents in their day-to-day lives.

St. Pete Heights is also home to the Cambodian Buddhist Center and True Faith and Deliverance Community Church. Both churches have strong attendance and add to the cultural diversity landscape of the neighborhood.

A primary goal for St. Pete Heights is attracting and retaining walkable and bikeable businesses that serve the neighborhood. Key target retail and services include:

- Dining & Food: Coffee shops, restaurants, bakeries, grocers, and produce markets
- Wellness & Personal Care: Gyms, salons, and tailors
- Arts & Culture: Bookstores, art and craft supply shops, and art, dance, or music studios





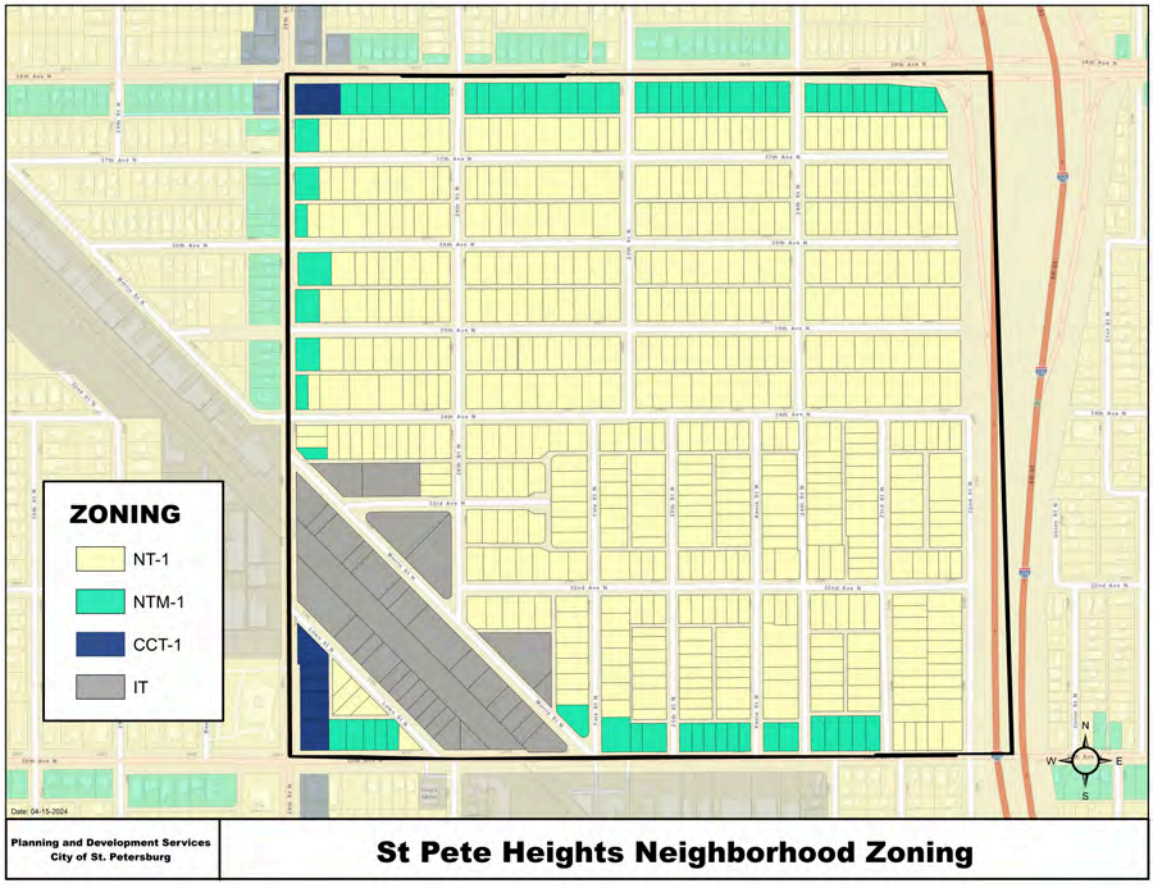


Businesses like these would enhance residents' quality of life and ensure they benefit from investments in the neighborhood. The goal is not simply more commercial development, but more neighborhood-scale storefronts that are easily accessible to residents and contribute to a more walkable neighborhood.

In addition to neighborhood-serving storefront businesses, residents support opportunities for missing-middle housing and NTM-1 development along the neighborhood's major corridors. In 2019, the Neighborhood Association formally endorsed the creation of the NTM-1 zoning category, believing the added density would benefit the community in terms of affordability and quality of life.







Neighborhood Character and Engagement

St. Pete Heights will preserve and enhance the neighborhood's identity and character while fostering a strong, engaged, and connected community.

Feedback gathered from residents at the neighborhood workshops and through the online survey suggest a strong desire to preserve St. Pete Heights' character through compatible development, housing diversity, and protection of established architectural patterns. Residents prioritize protecting neighborhood character while promoting thoughtful development that maintains neighborhood walkability, attractive public spaces, and well maintained private properties.

St. Pete Heights has an established network of residents, businesses, and community stakeholders who contribute to neighborhood activities and communication. Residents said they value opportunities to connect and participate in volunteerism and partnership opportunities and would like these opportunities to continue to grow.





Public Safety

St. Pete Heights residents will feel safe, secure, and confident using public spaces and moving throughout the community.

St. Pete Heights is an established urban neighborhood served by the City's public safety services, including police, fire, and emergency medical response. The neighborhood's public safety environment is influenced by its mix of residential properties, businesses, streets, sidewalks, and connections to surrounding areas. Fire Station Number 10 is located close by and hosts community events, some in partnership with the Neighborhood Association.

St. Pete Heights residents report that safety, walkability, communication, and partnership-based policing are their top public safety priorities. Residents desire an environment where people feel safe walking and biking and would like to use environmental design strategies to improve visibility, deter crime, and create a safer neighborhood.

St. Pete Heights would like to improve street and pedestrian lighting, reduce speeding and cut-through traffic, address nuisance activity and property conditions that contribute to safety concerns, and strengthen existing community-law enforcement partnerships.





Recommended Actions

Recommendations on the following pages incorporate feedback from residents and business owners regarding potential neighborhood improvements. Potential funding sources may include City funding, grant opportunities available through Neighborhood Relations, other City departments and partner agencies, and private entities. These recommendations are organized to align with the City's organizational structure, not necessarily according to the workshop categories.

Proposed plan projects are conceptual and will require additional City review to better understand neighborhood concerns, existing conditions, project feasibility, and available resources. Physical projects exceeding $50,000 are generally proposed for consideration as part of a department's five-year Capital Improvement Program (CIP), which provides a framework for evaluating annual project requests in relation to available resources. In addition, some recommendations may require the completion of established City processes before implementation. Depending on the nature of a proposed project, these processes may include rezoning, traffic-calming studies or approvals, permitting, engineering review, or other regulatory requirements.







Housing and Neighborhood Services

Action	Lead	City Department	Time Frame	Funding Source
Educate residents about the code enforcement process and how to report code violations	City	Codes Compliance Assistance	Short-Term	N/A
Encourage resident participation in the Adopt a Drain Program	City	Neighborhood Relations	Short-Term	N/A
Host neighborhood cleanup events with Keep Pinellas Beautiful (KPB)	SPH Neighborhood and KPB	Neighborhood Relations	Short-Term to Continuous	City KPB
Distribute educational materials about City resources and programs to renters, prospective home buyers, and home owners to	City	Codes Compliance Assistance	Short-Term to Continuous	N/A
Encourage and incentivize the development of missing-middle housing in and around St. Pete Heights, particularly along major neighborhood corridors, to expand housing options, promote affordability, and support neighborhood-scale development	City	N/A	Long-Term	Private

Community Enrichment

Action	Lead	City Department	Time Frame	Funding Source
Explore and pursue opportunities to establish publicly accessible greenspace and recreational uses within the St. Pete Heights neighborhood boundaries, potentially utilizing vacant lots, the CSX rail corridor, or other suitable properties	City	Real Estate and Parks and Recreation	Long-Term	City Grants Private

Public Works

Action	Lead	City Department	Time Frame	Funding Source
In conjunction with the City's Sidewalk Master Plan, consider sidewalk improvements that fill existing gaps and create a more complete and connected pedestrian network throughout St. Pete Heights	City	Transportation and SPTO	Mid-Term	City
Submit sidewalk and curb repair requests through See Click Fix	St. Pete Heights	SPTO	Ongoing	City
Improve landscaped medians, especially on high-pedestrian traffic streets and commercial corridors like 34th Ave.	City	Transportation and SPTO	Long-Term	City Grants
Submit incidents of street flooding/catch basin blockages to See Click Fix	St. Pete Heights	SPTO	Ongoing	City
Advocate for the extension of the I-275 sound barriers from 38th Avenue North south to 30th Avenue North	St. Pete Heights	FDOT	Ongoing	State
Increase the tree canopy in the neighborhood	City	Sustainability and Resiliency	Long-Term	City Grants
Consider paving alleys for improved access	City	Engineering	Mid-Term to Long-Term	City
Improve structural integrity of roads by filling potholes	City	SPH Neighborhood SPTO	As requested via See-Click-Fix	City
Reduce litter by adding public trash bins along major neighborhood corridors	City	PSTA and SPTO	Short-Term	City

City Development

Action	Lead	City Department	Time Frame	Funding Source
Consider upgrading the bike lanes along 30th Ave N and 28th St N corridors to include vertical elements where feasible	City	SPH, Transportation and Engineering	Mid-Term to Long-Term	City Grants
Explore the possibility of adding public e-bikes and scooter hubs within the neighborhood	City	Transportation and Parking Management	Short-Term to Mid-Term	City Grants Private
Evaluate the need for intersection improvements at Yale and Morris Streets at 30th Ave North	City	SPH, Transportation and Engineering	Long-Term	City Grants
Evaluate and identify appropriate traffic-calming measures on 22nd Street between 30th – 32nd Aves N, on 30th Avenue N, 24th St N and 25th St N, and on Morris Street N from 28th Street to 30th Avenue N as well as other locations throughout the neighborhood as needs arise	City	SPH, Transportation and Parking Management and Engineering	Mid-Term to Long-Term	City
Attract and retain neighborhood serving local businesses	City	City Development	Mid-Term to Long-Term	City and Grants
Explore opportunities for public art and privately funded art at commercial businesses throughout the neighborhood	City SPH Neighborhood	Arts, Culture & Tourism	Mid-Term to Long-Term	City Grants Private

Public Safety

Action	Lead	City Department	Time Frame	Funding Source
Request a CPTED (Crime Prevention Through Environmental Design) presentation at a neighborhood meeting	St. Pete Heights	Neighborhood Relations St. Petersburg Police	Short-Term	N/A
Educate residents on how to quickly and effectively report illegal activities they see in the neighborhood	City	St. Petersburg Police Codes Compliance Assistance	Short-Term to Continuous	N/A
Request additional Park, Walk, and Talks, and directed patrols from SPPD	City	St. Petersburg Police District 3 Sgt. & CSO	Short-Term to Continuous	N/A
Explore additional engagement opportunities with Police and Fire Departments for safety presentations, community events, etc.	St. Pete Heights	St. Petersburg Police and Fire	Short-Term	N/A

Conclusion

The St. Pete Heights Neighborhood Plan reflects the community's priorities of accessible public greenspace, safe, connected, multimodal streets, neighborhood-scale development, the preservation and enhancement of neighborhood character and community, and safe and secure public spaces. Feedback throughout the planning process consistently emphasized the importance of maintaining the qualities that make St. Pete Heights unique while addressing tangible neighborhood needs.

Implementation of the plan will depend on continued collaboration among residents, businesses, neighborhood organizations, the City of St. Petersburg, and other community partners. The recommendations provide a framework for identifying and pursuing opportunities, but individual projects will require additional review to evaluate existing conditions, feasibility, funding, timing, and applicable City processes.

The St. Pete Heights Neighborhood Plan is intended to be a living framework for the neighborhood's continued growth and improvement. By building on the community's existing strengths and working collaboratively to address identified needs and opportunities, St. Pete Heights can continue to grow and evolve while remaining a connected, walkable, attractive, and welcoming neighborhood.







St. Pete Heights Neighborhood Plan

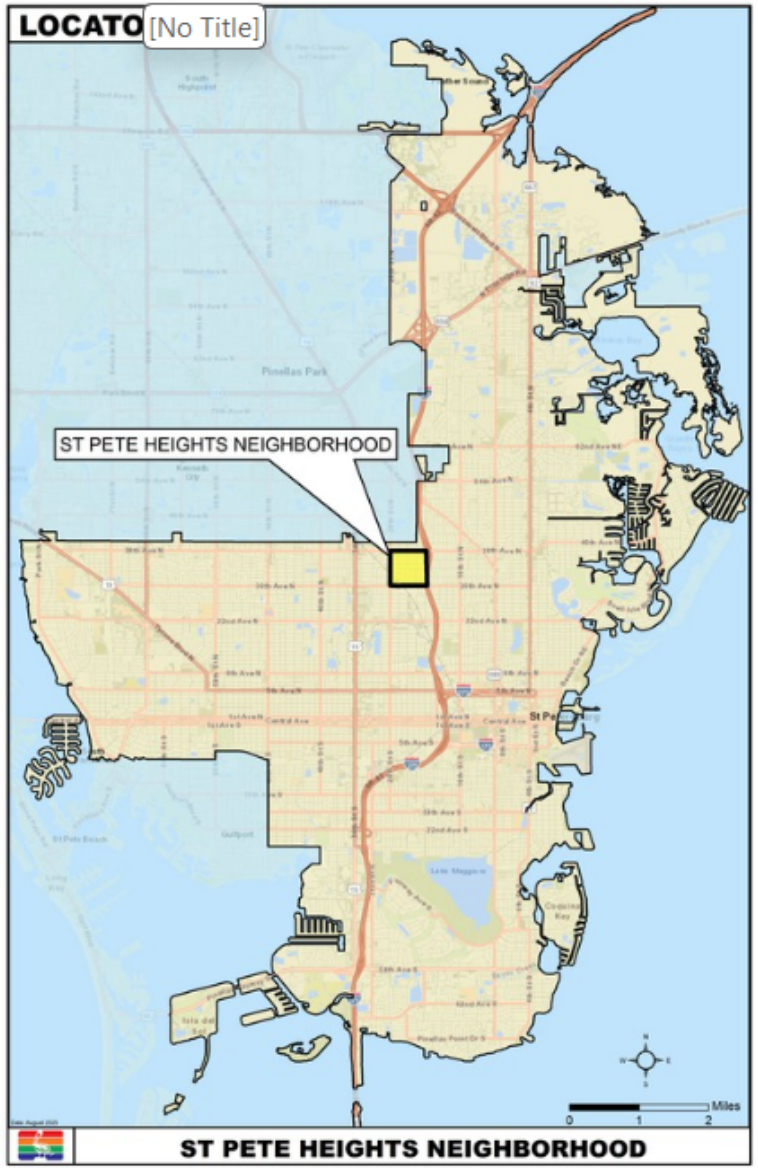
City Council Meeting

November 19, 2026

St. Pete Heights History

- Re-establishment of an active neighborhood association in May 2018
  - Smaller boundaries
    - 30th - 38th Avenues North, from I-275 to 28th Street North
  - New name (formerly Highland Grove)

- Partnership Grants
  - 2019 - Neighborhood Branding Campaign with local artist Leo Gomez
  - 2021 – Neighborhood Identity Signs

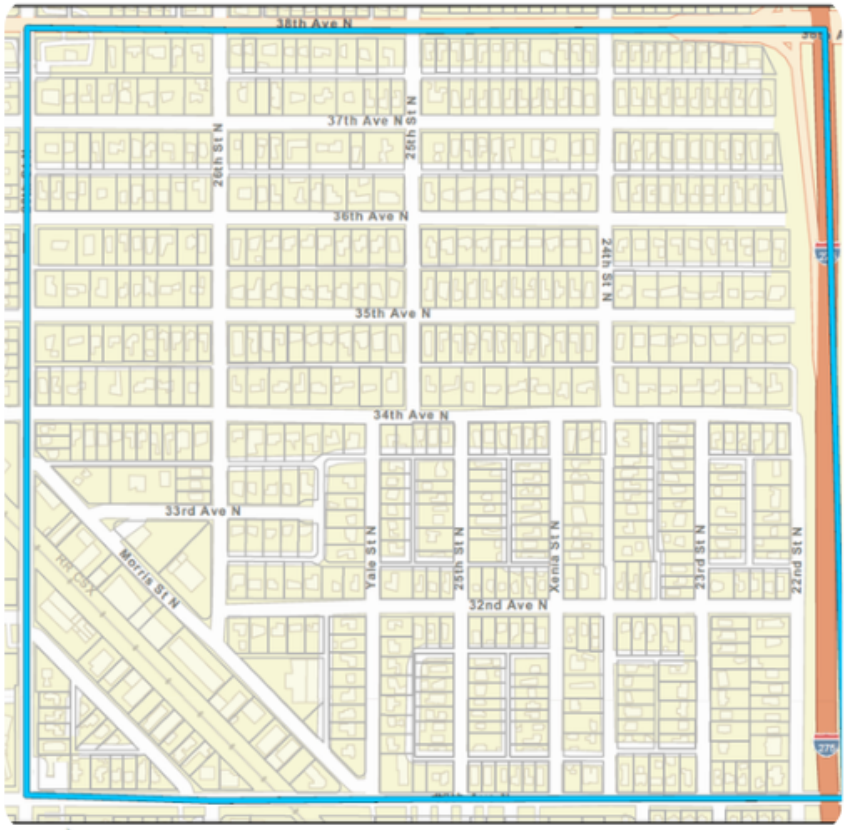


Planning Context

- Goals of a Neighborhood Plan:
  - Identifies residents' priorities and documents their shared vision
  - Increases awareness about existing City programs, processes, and resources

- Neighborhood Strengths:
  - Central location, spacious lots, architectural diversity, welcoming atmosphere, and active neighborhood association

- Neighborhood Opportunities:
  - Greenspace, safety and walkability, neighborhood-serving businesses, and preserving and enhancing neighborhood character

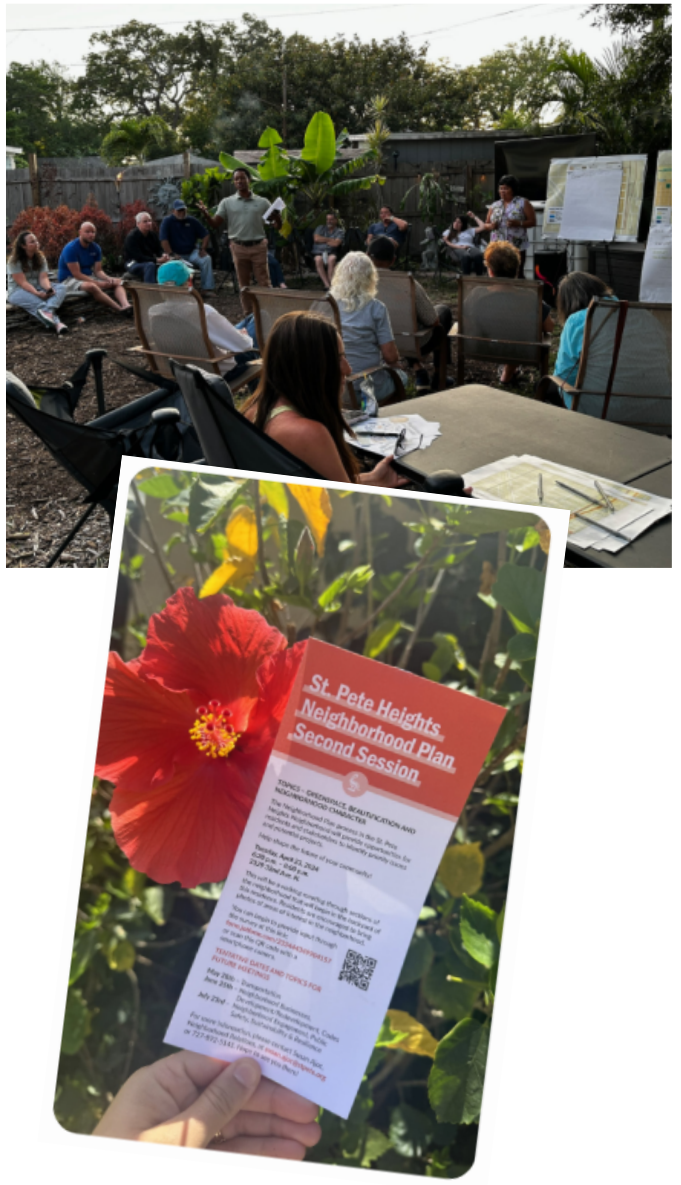


Engagement Process

- Neighborhood Relations partnered with residents, neighborhood leadership, business owners, community stakeholders, and City staff

- Kickoff meeting, 4 workshops, draft plan review meeting
  - Publicized with postcards, door hangers, and Neighborhood Association social media and email

- Neighborhood Association requested plan revisions
  - Post-workshop online survey



Engagement Timeline

Date	Meeting	Location
January 30, 2024	Neighborhood Plan Kick-Off Meeting	Gladden Park Recreation Center
April 23, 2024	Greenspace, Beautification, and Neighborhood Character Workshop	Kevin Elliott's Backyard
May 28, 2024	Transportation Workshop	Gladden Park Recreation Center
June 25, 2024	Business, Development, and Codes Workshop	Gladden Park Recreation Center
July 23, 2024	Neighborhood Engagement, Public Safety, Sustainability Workshop	Gladden Park Recreation Center
September 16, 2025	Neighborhood Community Meeting (Draft Plan Review and Discussion)	Gladden Park Recreation Center
October 30, 2025	Meeting with SPH Leadership Regarding Draft Neighborhood Plan Concerns	City Hall
February 5 - March 27, 2026	Neighborhood Plan Post-Workshops Survey	Online
April - November 2026	Neighborhood Plan Revisions	N/A



Greenspace and Beautification

St. Pete Heights will have attractive, safe, and well-maintained public spaces and will prioritize the addition of accessible greenspace within its boundaries.

- Neighborhood led beautification:
  - Regular neighborhood cleanup and improvement projects
  - 2023 – Grant to plant trees in right-of-ways
- Greenspace
  - Neighborhood is separated from several public parks and greenspaces by significant walking distances, major roadways, and incomplete pedestrian connections create barriers
  - Desire for more trees and enhanced landscaping along main corridors



Transportation and Mobility

St. Pete Heights will be a safe, connected, and accessible neighborhood with a complete pedestrian network, effective traffic calming, and multimodal transportation options that allow residents to comfortably walk, bike, drive, and use public transit.

- Speeding issues were part of the original impetus for residents to re-establish St. Pete Heights. Residents remain committed to continued advocacy:
  - Traffic calming within the neighborhood
  - Extension of the I-275 sound barriers

- Complete sidewalk grid, safe intersections, and micromobility amenities such as e-bike and scooter hubs



Business Development and Redevelopment

St. Pete Heights will encourage neighborhood-scale development, including neighborhood-serving businesses and appropriate missing-middle housing along major corridors, while promoting economic opportunity, reinvestment, and development that benefits existing residents.

- Attract and retain walkable and bikeable businesses
  - Dining & Food: Coffee shops, restaurants, bakeries, grocers, and produce markets
  - Wellness & Personal Care: Gyms, salons, and tailors
  - Arts & Culture: Bookstores, art and craft supply shops, and art, dance, or music studios



Neighborhood Character and Engagement

St. Pete Heights will preserve and enhance the neighborhood's identity and character while fostering a strong, engaged, and connected community.

- Thoughtful development that maintains neighborhood walkability, attractive public spaces, and well-maintained private properties.

- Opportunities to connect and volunteer





Public Safety

St. Pete Heights residents will feel safe, secure, and confident using public spaces and moving throughout the community.

- Improve street and pedestrian lighting, reduce speeding and cut-through traffic, and address nuisance activity and poor property conditions

Recommended Actions

Housing and Neighborhood Services

- Continue and expand beautification efforts through neighborhood cleanups and the code compliance process
- Encourage and incentivize the development of missing-middle housing

Community Enrichment

- Publicly accessible greenspace and recreational uses within the St. Pete Heights neighborhood boundaries



Recommended Actions

Public Works

- Complete sidewalk grid
- Improve landscaped medians, especially on high-pedestrian traffic streets
- Report broken sidewalks, curbs, and catch basins to See Click Fix
- Increase the tree canopy in the neighborhood
- Pave alleys, fill potholes, add public trash bins





Recommended Actions

City Development

- Upgrade bike lanes where feasible
- Potentially add public e-bikes and scooter hubs within the neighborhood
- Intersection improvements throughout the neighborhood
- Attract and retain neighborhood serving local businesses
- Explore opportunities for public and private art

Public Safety

- Request additional Park, Walk, and Talks, and directed patrols
- Explore additional engagement opportunities with Police and Fire
- Continue crime prevention education

Consistency with the Comprehensive Plan

Potential Neighborhood Projects	Comprehensive Plan Element
Complete Streets and Intersection Improvements	Chapter 6 – Transportation Element, Objectives T4, T8, T9, T11 Chapter 10 – Capital Improvements Element
Mixed-use, multifamily infill development	Chapter 7 – Housing Element, Objectives H1, H3B, H8A
Public Realm Improvements	Chapter 10 – Capital Improvements Element, Objective CI1
Establish publicly accessible greenspace and recreational uses within St. Pete Heights	Chapter 8 – Recreation and Open Space Element, Objectives R1, R4 and R7

Next Steps

- Work with neighborhood leadership to identify opportunities to leverage current funding sources to assist with plan implementation projects

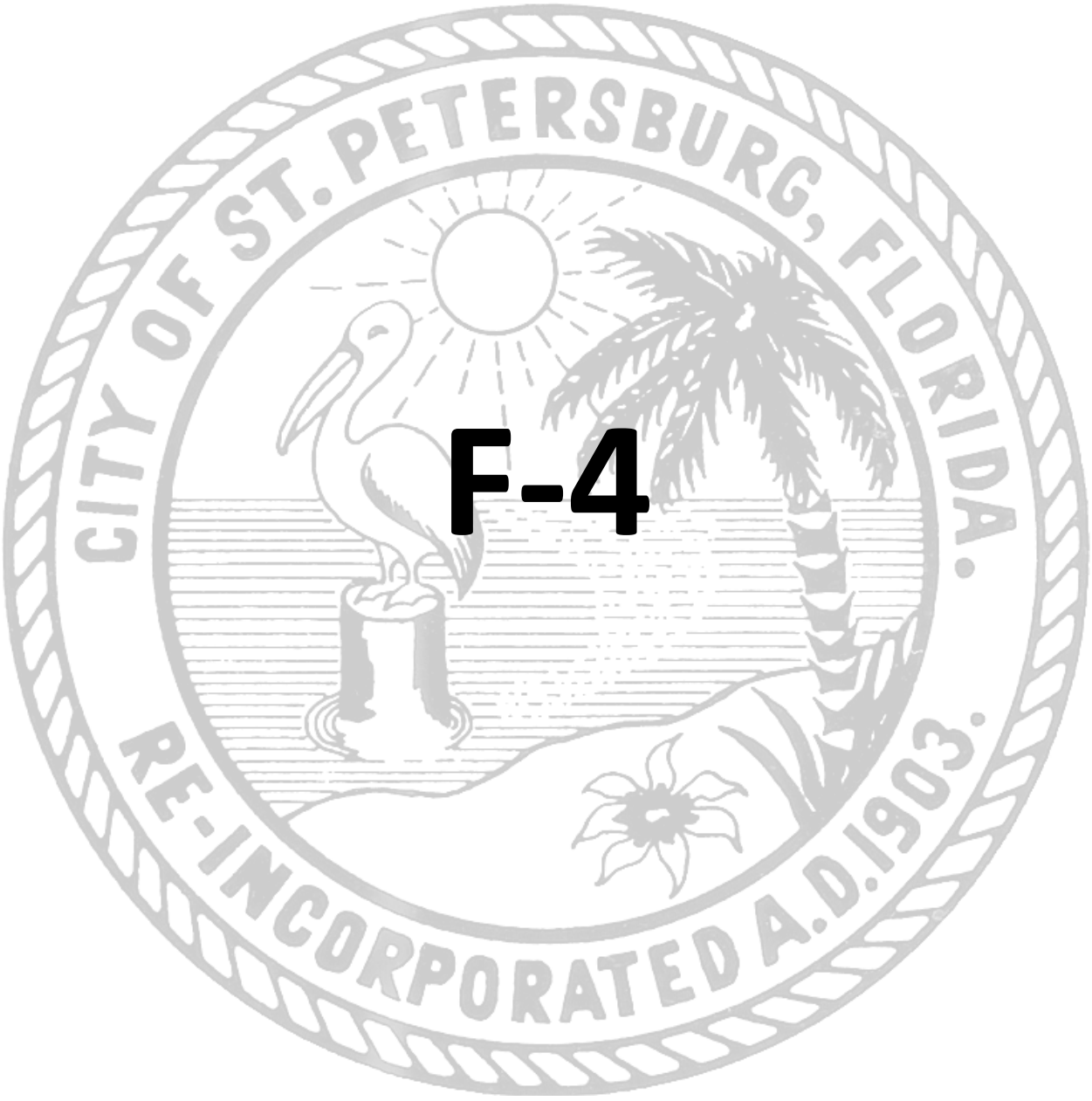
- General Fund:
  - Neighborhood Partnership Grants
    - $20,000/year

- Capital Improvement Fund:
  - Neighborhood Enhancement
  - Neighborhood Partnership Grants



Questions?

The following page(s) contain the backup material for Agenda Item: Namaste Homes Sixteenth Square Phase 2 Funding Approval
Please scroll down to view the backup material.



F-4

ST. PETERSBURG CITY COUNCIL

Meeting of November 19, 2026

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

SUBJECT: A resolution approving funding in an amount not to exceed $400,000.00 in Housing Capital Improvement Program (HCIP) funds to Namaste 1616, LLC for the construction of 16th Square Townhomes, Phase 2, located at 1509 Dr MLK Jr St S., subject to certain conditions; authorizing the city's attorney's office to make non-substantive changes to the grant agreement and other documents; and providing an effective date.

PROJECT OVERVIEW: The applicant, Namaste 1616, LLC, will develop four for-sale townhome units on real property located at 1509 Dr. Martin Luther King Jr. St. South, as phase 2 of the previously constructed 11-unit 16th Square Townhome project. The 4 additional units will be sold to buyers with household incomes of 100% of AMI or below, and phase 2 will provide additional parking spaces for the phase 1 units. The project is permitted and shovel-ready and will begin construction shortly after funding approval with construction completion expected by November, 2027.

PROJECT FUNDING: The total project cost is $1,866,387.00, making the per unit cost $466,597.00. At $400,000.00, the City of St Petersburg gap subsidy equals $100,000.00 per unit.

RECOMMENDATION: Administration recommends approval.

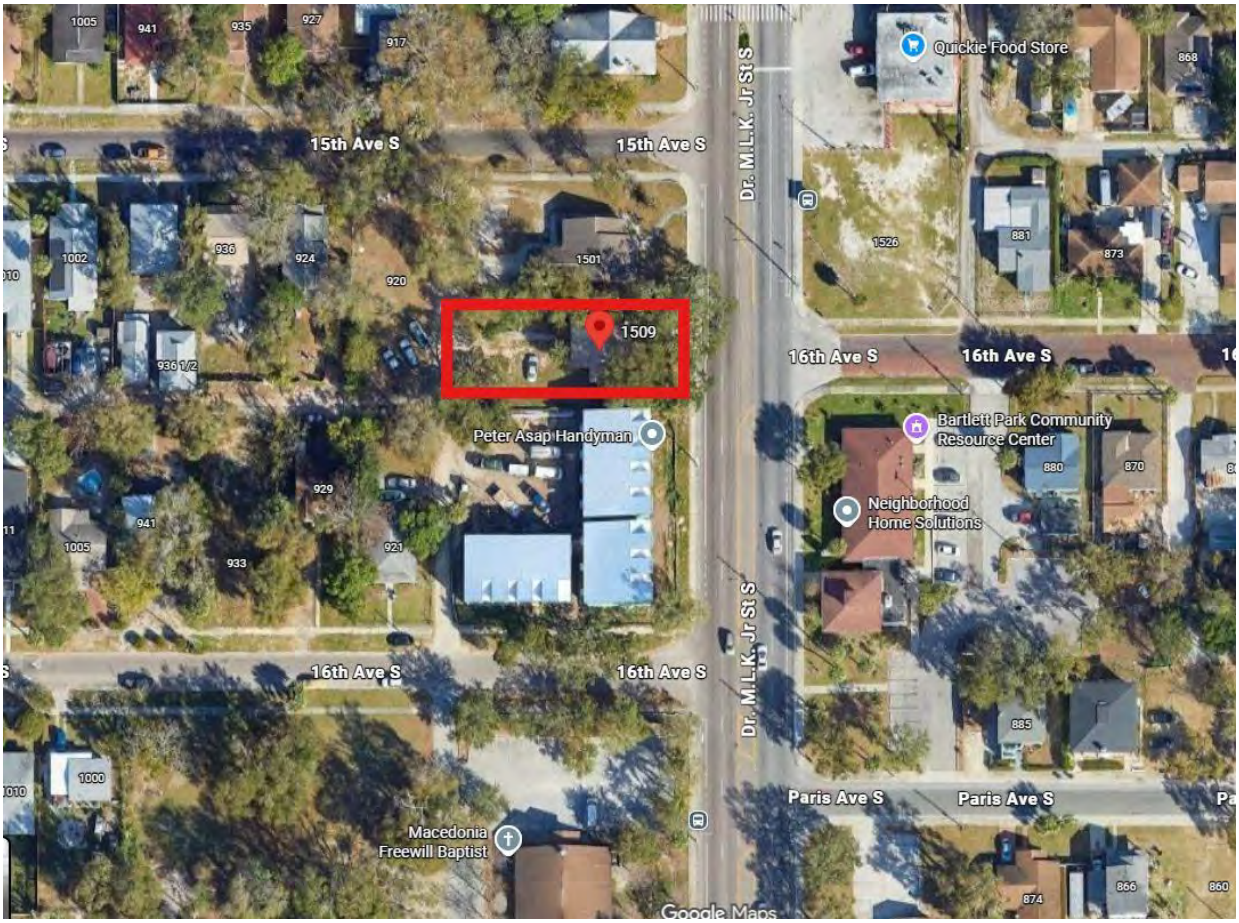
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Housing Capital Improvement Fund (3000), Affordable/Workforce Housing Project (16670) and Affordable/Workforce Housing FY26 Project (21232).

ADMINISTRATION _____

BUDGET _____

ATTACHMENTS: Illustrations

Location:



RESOLUTION NO. 2026-_

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $400,000.00 IN HOUSING CAPITAL IMPROVEMENT PROGRAM FUNDS TO NAMASTE 1616, LLC FOR THE CONSTRUCTION OF 16TH SQUARE TOWNHOMES, PHASE TWO, LOCATED AT 1509 DR. MARTIN LUTHER KING JR. STREET SOUTH, ST. PETERSBURG, FLORIDA, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE GRANT AGREEMENT; AUTHORIZING EXECUTION OF THE GRANT AGREEMENT AND OTHER DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Namaste 1616, LLC, a Florida limited liability company ("Namaste"), previously constructed an 11-unit for-sale townhome development ("16th Square Townhomes"), on certain real property located at 1509 Dr. Martin Luther King Jr. Street South, St. Petersburg, Florida, as further described in the grant agreement (the "Property"); and

WHEREAS, Namaste has requested funding assistance for the construction of 16th Square Townhomes, Phase Two, which will be located on the Property and consist of 4 dwelling units, all of which will be sold to households earning at or below 100% of the area median income (the "Project"); and

WHEREAS, City administration recommends funding in an amount not to exceed $400,000.00 in Housing Capital Improvement Program ("HCIP") funds for the Project; and

WHEREAS, funds in the amount of $400,000.00 have been previously appropriated in the Housing Capital Improvement Fund (3000), Affordable/Workforce Housing Project (16670) ($157,729.47), and Affordable/Workforce Housing FY26 Project (21232) ($242,270.53); and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby approves funding in an amount not to exceed $400,000.00 in HCIP funds to Namaste for the construction of the Project, subject to certain conditions, as described in the above recitals.

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

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

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00902157

Namaste Homes

16th Square Phase 2- 4 Units

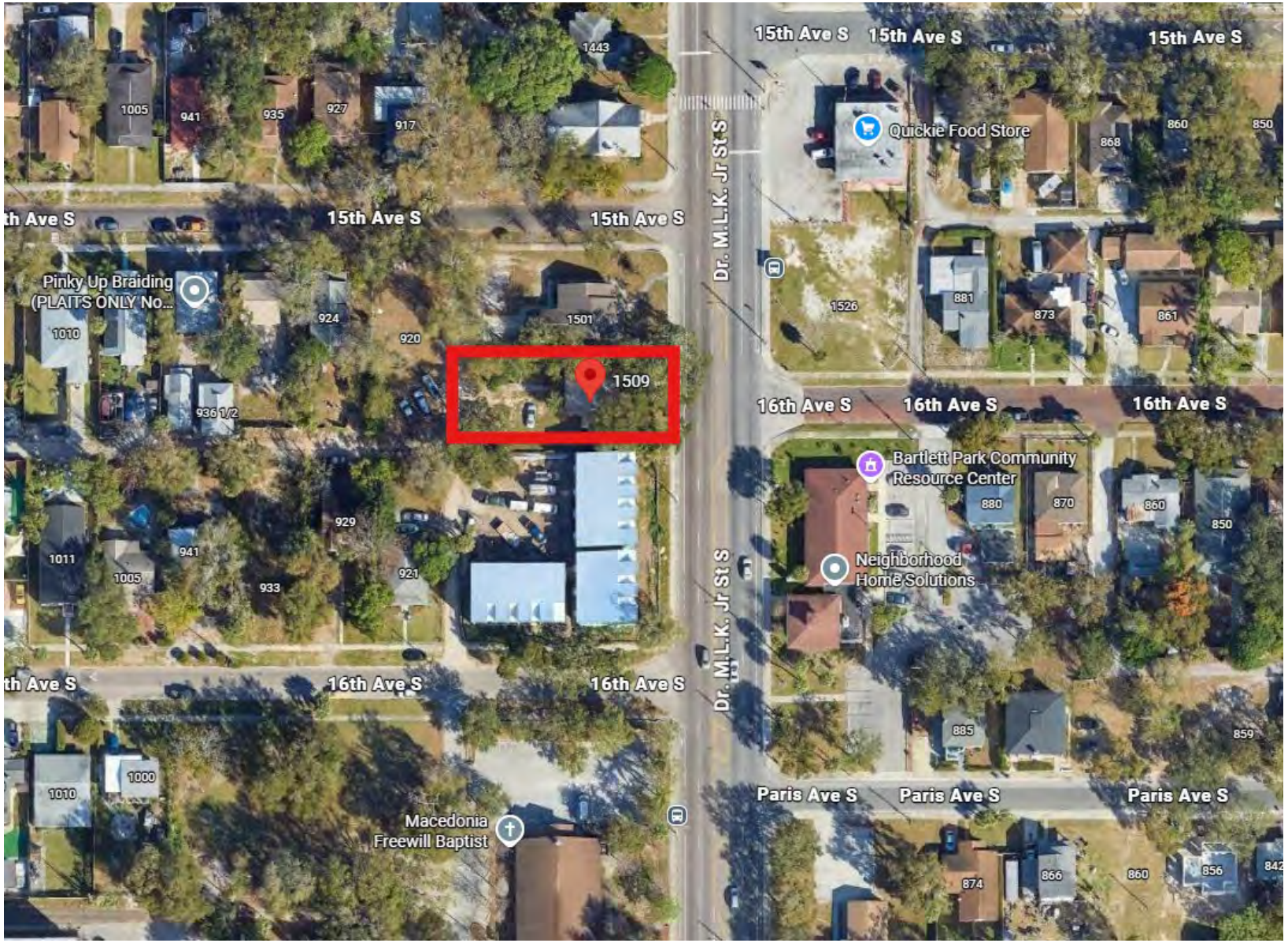
MLK Jr St S. & 16th Ave S.

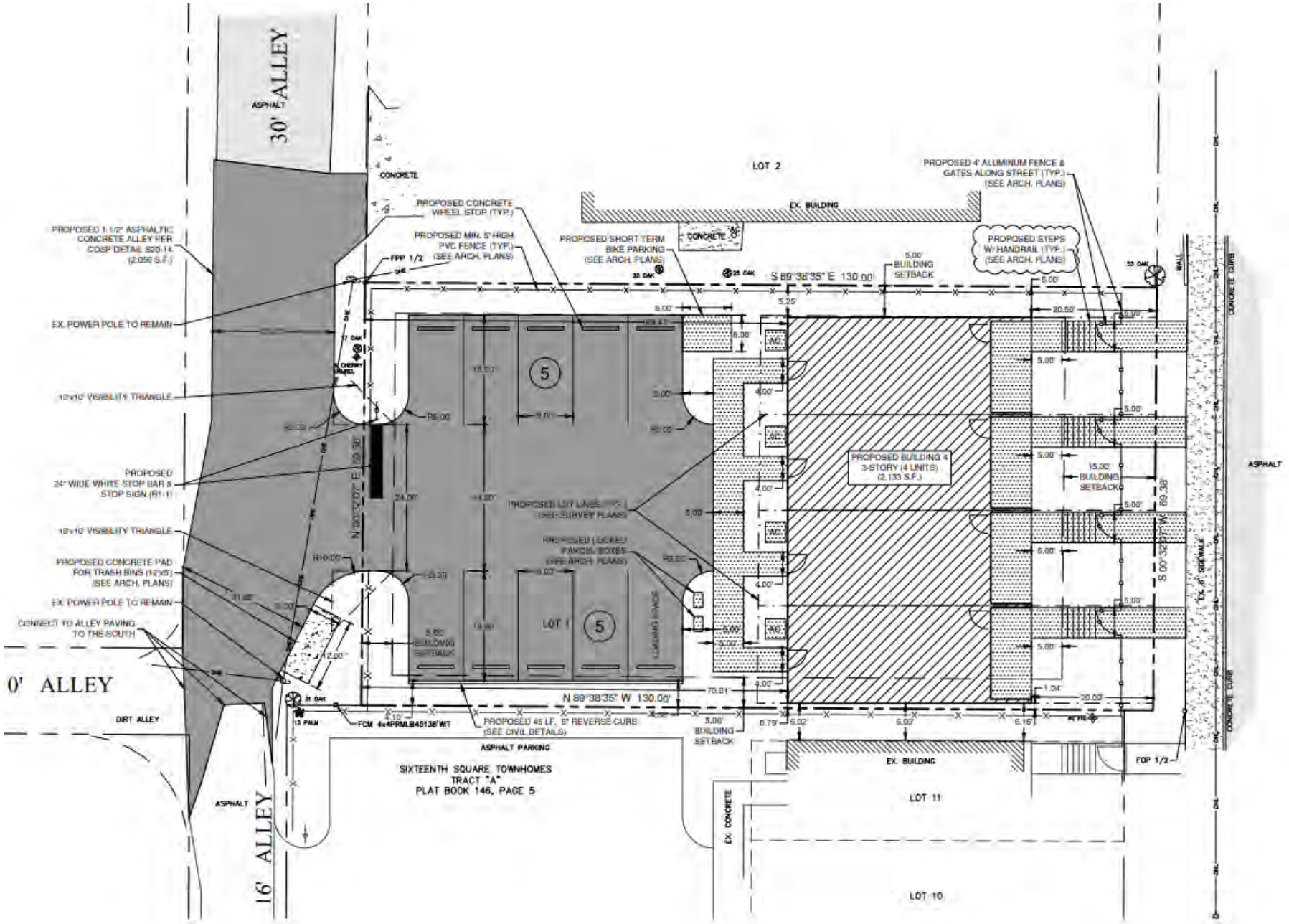


Project Description

- Developer will construct four additional units on the north end of the original 16th Square project at MLK Jr. St. S. and 16th Ave. S.. All units will be 2-bedroom, 2.5 bathroom for-sale townhomes, and will be restricted to buyers with household income of 100% of Area Median Income (AMI) or less for 15 years.
- The project is shovel ready and will begin construction shortly after funding approval.

Project Location




30' ALLEY
ASPHALT
CONCRETE
LOT 2
EX. BUILDING
PROPOSED 4' ALUMINUM FENCE & GATES ALONG STREET (TYP.) (SEE ARCH. PLANS)
PROPOSED CONCRETE WHEEL STOP (TYP.)
PROPOSED MIN. 5' HIGH PVC FENCE (TYP.) (SEE ARCH. PLANS)
PROPOSED SHORT TERM BIKE PARKING (SEE ARCH. PLANS)
PROPOSED STEPS W/ HANDRAIL (TYP.) (SEE ARCH. PLANS)
PROPOSED 1 1/2" ASPHALTIC CONCRETE ALLEY PER COSP DETAIL S28.14 (2,056 S.F.)
EX. POWER POLE TO REMAIN
10'x10' VISIBILITY TRIANGLE
PROPOSED 24" WIDE WHITE STOP BAR & STOP SIGN (R1-1)
PROPOSED CONCRETE PAD FOR TRASH BINS (12'x5') (SEE ARCH. PLANS)
CONNECT TO ALLEY PAVING TO THE SOUTH
0' ALLEY
DIRT ALLEY
16' ALLEY
ASPHALT
S 89°38'35" E 130.00'
N 89°38'35" W 130.00'
5.00' BUILDING SETBACK
PROPOSED BUILDING 4 3-STORY (4 UNITS) (2,133 S.F.)
15.00' BUILDING SETBACK
PROPOSED LOT LINES (TYP.) (SEE SURVEY PLANS)
PROPOSED (DEFAULT) PARCEL BOXES (SEE ARCH. PLANS)
LOT 1
PROPOSED 45 LF, 6" REVERSE CURB (SEE CIVIL DETAILS)
ASPHALT PARKING
SIXTEENTH SQUARE TOWNHOMES
TRACT "A"
PLAT BOOK 146, PAGE 5
EX. BUILDING
LOT 11
LOT 10
EX. CONCRETE
FOP 1/2
EX. 6' SIDEWALK
CONCRETE CURB
ASPHALT

Project Basics

Total Project Cost (TPC)	Total Cost Per Unit	City Funds Requested/Awarded	City Funds Per Unit Total	City Funds Per Aff/WFH Unit	City Funds As % Of TPC
$ 1,866,387	$ 466,597	$ 400,000	$ 100,000	$ 100,000	21%

Financing Plan

- Developer will construct the homes using a bank construction loan and will fully recoup the cost through buyers purchase price, South St. Petersburg Community Redevelopment Area (SSCRA) Down Payment Assistance, and the requested $400,000 city gap funding from the Housing Capital Improvement Project (HCIP) fund.

Staff Request

- Administration recommends that City Council approve $400,000 in Housing Capital Improvement Project (HCIP) funding for Namaste Homes 16th Square Phase 2.

THANK YOU

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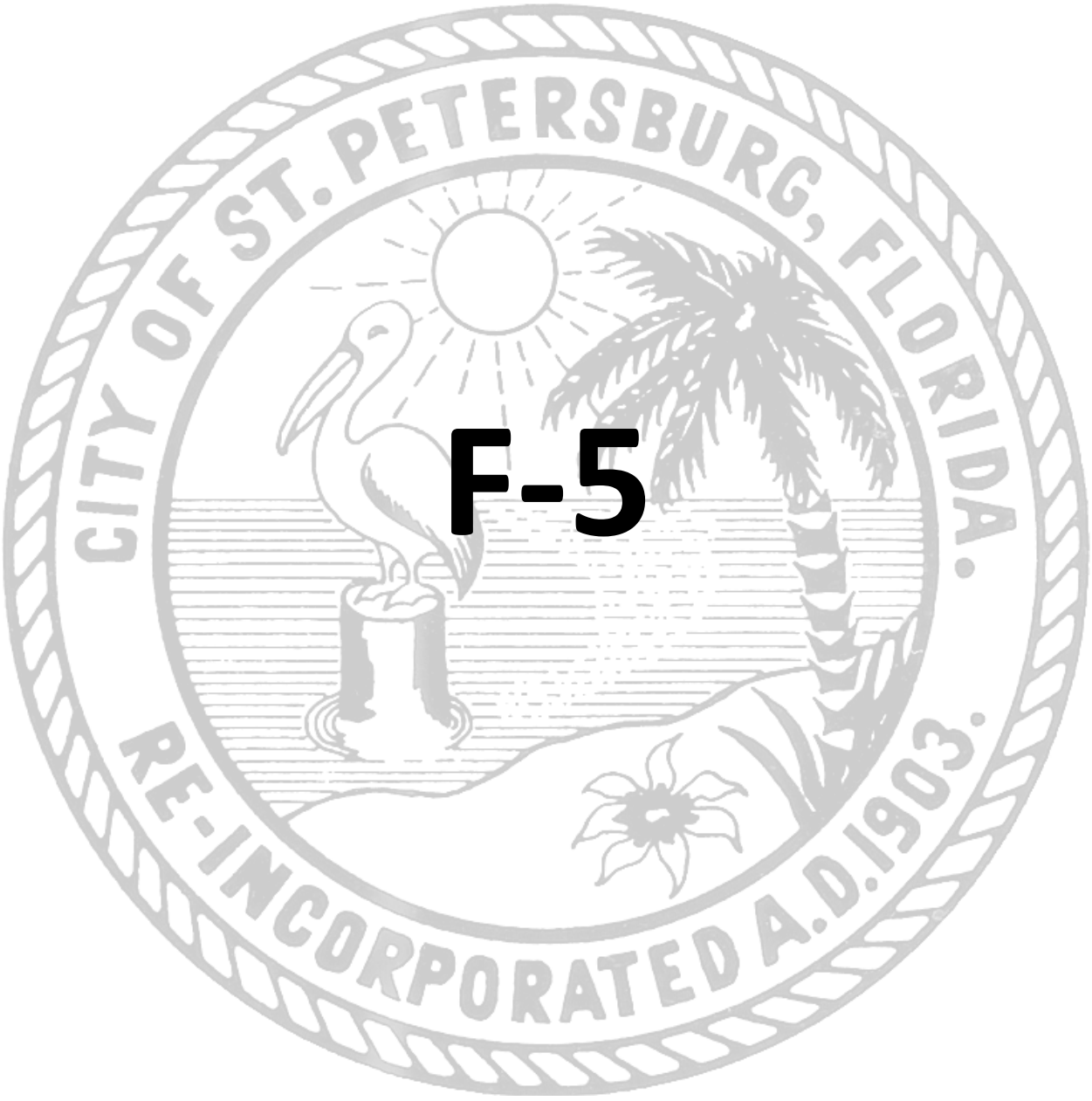
Community and Neighborhood Affairs
Housing and Community Development

The following page(s) contain the backup material for Agenda Item: Hunter, Brady, Long Ease on 5th Funding Approval
Please scroll down to view the backup material.



F-5

ST. PETERSBURG CITY COUNCIL

Staff Memo

Meeting of November 19, 2026

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

SUBJECT: A resolution approving funding in an amount not to exceed $2,200,000 in previously appropriated tax increment financing funds from the South St. Petersburg Redevelopment District Fund to Hunter Brady SPV II, LLC for the construction of Ease on 5th, a multi-family housing development located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; authorizing the City Attorney's Office to make non-substantive changes to the performance agreement; authorizing execution of the performance agreement and other documents; and providing an effective date.

PROJECT OVERVIEW: The applicant, Hunter Brady SPV II, LLC, plans to redevelop the site located at 3170 5th Ave. South, St.

The applicant proposes to construct a multi-family community consisting of 72 dwelling units, 45 of which will be restricted as affordable apartments for a period of thirty (30) years. The development will consist of 1 and 2-bedroom units. The proposed affordability provision of the apartments is as follows with a minimum 30-year affordability period:

- 10 units for households at 40% of area median income and below
- 10 units for households at 60% of area median income and below
- 25 units for households at 80% of area median income and below

The project will utilize Chapter 17.5 to develop a residential project on commercial zoned land and will restrict 63% of the total units as affordable housing.

CURRENT SITUATION: The developer, Hunter Brady SPV II, LLC, has secured all funding necessary to begin construction of the project and anticipates the following milestone dates:

- Financial Closing Date: on or prior to **March 30, 2027**, at which time the Borrower will execute a City Mortgage, City Note, and Declaration of Restrictions securing a thirty (30) year City Period of Affordability;
- Construction Start: On or prior to **March 30, 2027**;
- Construction Completion (certificate of occupancy) on or before **August 30, 2028**;
- Begin Lease Up of City Assisted Units on or before **February 5, 2028**.

RECOMMENDATION: Administration recommends approval.

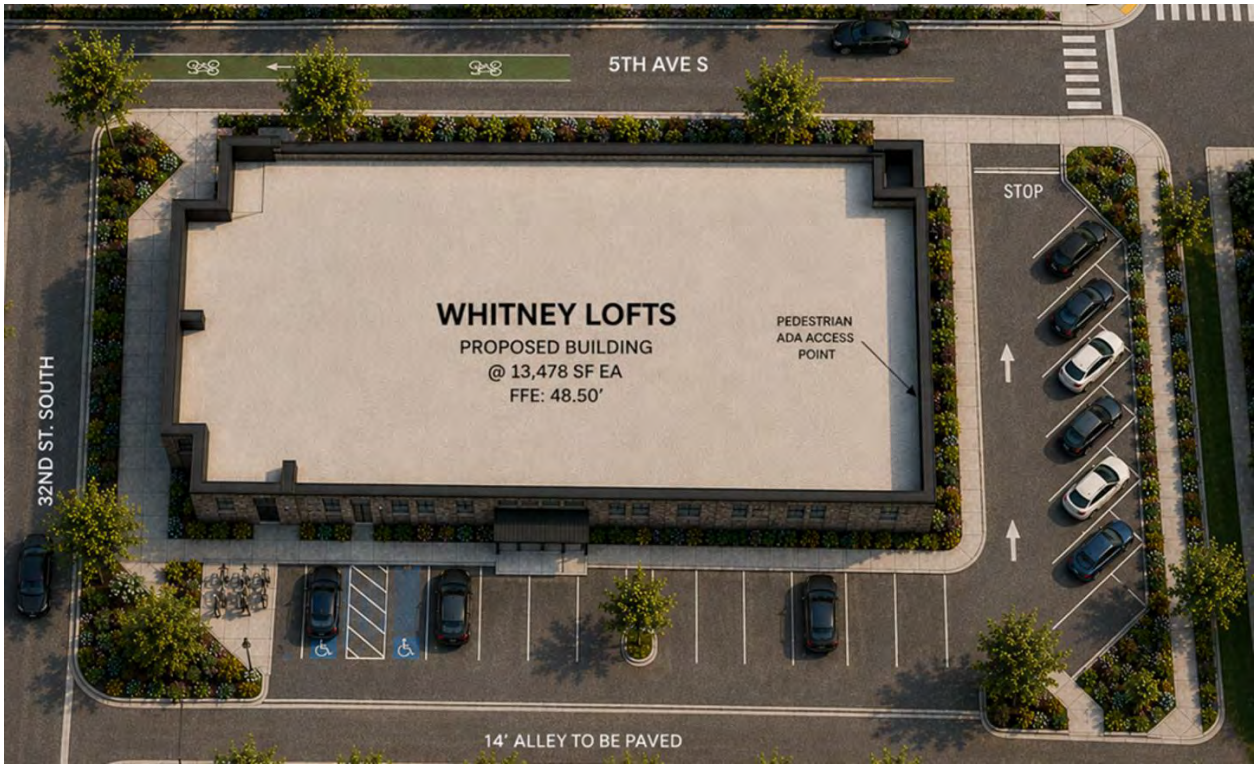
COST/FUNDING/ASSESSMENT INFORMATION: Funding has been previously appropriated in the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609).

APPROVALS:

Budget: Patricia Pena Administration:

ATTACHMENTS: Illustrations

ILLUSTRATIONS





RESOLUTION NO. 2026-__

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $2,200,000 IN PREVIOUSLY APPROPRIATED TAX INCREMENT FINANCING FUNDS FROM THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND TO HUNTER BRADY SPV II, LLC FOR THE CONSTRUCTION OF EASE ON 5TH, A MULTI-FAMILY HOUSING DEVELOPMENT LOCATED IN THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA, SUBJECT TO CERTAIN CONDITIONS; FINDING THE EXPENDITURE OF TAX INCREMENT FINANCING FUNDS TO BE CONSISTENT WITH THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE PERFORMANCE AGREEMENT; AUTHORIZING EXECUTION OF THE PERFORMANCE AGREEMENT AND OTHER DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Hunter Brady SPV II, LLC, a Florida limited liability company (the "Developer"), currently owns certain real property generally located at 3170 5th Avenue South, St. Petersburg, Florida 33712 and bearing Parcel ID. No. 23-31-16-76590-012-0080 (the "Property"), which is located within the SSCRA; and

WHEREAS, the Developer has requested funding assistance to construct a 71-unit multi-family apartment community on the Property known as "Ease on 5th", 45 of which will be restricted for a period of 30 years to households with the following incomes as defined by and in accordance with the Florida Housing Finance Corporation's (FHFC) State Housing Initiatives Partnership (SHIP) program ("AMI"):

a. 10 units for households at 40% of AMI or below
b. 10 units for households at 60% of AMI or below
c. 25 units for households at 80% of AMI or below;

(the "Project"); and

WHEREAS, City administration recommends funding in an amount not to exceed $2,200,000 in TIF Funds for the Project; and

WHEREAS, at a September 1, 2026, duly noticed public meeting, the Citizen Advisory Committee ("CAC") for the SSCRA recommended that the St. Petersburg Community Redevelopment Agency ("Agency") recommends approval of funding in amount not to exceed $2,200,000 for the Project and makes a finding that expenditure of TIF Funds for the Project is consistent with the SSCRA Plan; and

WHEREAS, at a November 19, 2026, duly noticed public meeting, the Agency made a recommendation to City Council to approve the expenditure of an amount not to exceed $2,200,000 in TIF Funds for the Project and made a finding that expenditure of TIF Funds for the Project is consistent with the SSCRA Plan; and

WHEREAS, City Council has previously appropriated $2,200,000 in TIF Funds from the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609), that can be used for this purpose; and

WHEREAS, the funding provided by this resolution will be subject to certain conditions, as set forth in the performance agreement, including but not limited to provisions to ensure the affordability of the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby approves funding in an amount not to exceed $2,200,000 in previously appropriated TIF Funds from the SSCRA within the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609), to the Developer for the construction of the Project, subject to certain conditions, as further described in the above recitals.

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

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the performance agreement and all other documents necessary to effectuate the purpose of this resolution, including but not limited to, loan agreements, mortgages, promissory notes, and declarations of restrictions.

This resolution shall become effective immediately upon its adoption.

LEGAL: Isabella Sabel

00927532

DEPARTMENT: Avery Slyker

Hunter, Brady, Long

Ease on 5th (FKA Whitney Lofts)

3170 5th Avenue South



Project Description

- Developer will construct a mixed-income, seventy-one dwelling unit rental project at 3170 5th Avenue South. Units will be a mix of one and two bedrooms with 45 of the 71 units restricted to buyers with household income as follows for 30 years:
  - 10 units @ 40% Area Median Income (AMI) or less
  - 10 units @ 60% AMI or less
  - 25 units @ 80% AMI or less
- The remaining twenty-six units will rent at market rate.

Project Location




5TH AVE S
STOP
WHITNEY LOFTS
PROPOSED BUILDING
@ 13,478 SF EA
FFE: 48.50'
PEDESTRIAN
ADA ACCESS
POINT
32ND ST. SOUTH
14' ALLEY TO BE PAVED


WHITNEY LOFTS
WHITNEY LOFTS

Project Basics

Total Project Cost (TPC)	Total Cost Per Unit	City Funds Requested/Awarded	City Funds Per Unit Total	City Funds Per Aff/WFH Unit	City Funds As % Of TPC
$ 14,038,255.00	$ 197,722	$ 2,200,000.00	$ 30,986	$ 48,889	16%

Financing Plan

- Developer will construct the project using a bank construction loan, developer partner funds, and the requested $2,200,000 city gap funding from the South St Petersburg Community Redevelopment Area (SSCRA) Multifamily Developer Incentive Funds. The SSCRA Citizen Advisory Committee has reviewed and recommends approval of the funds.

Staff Request

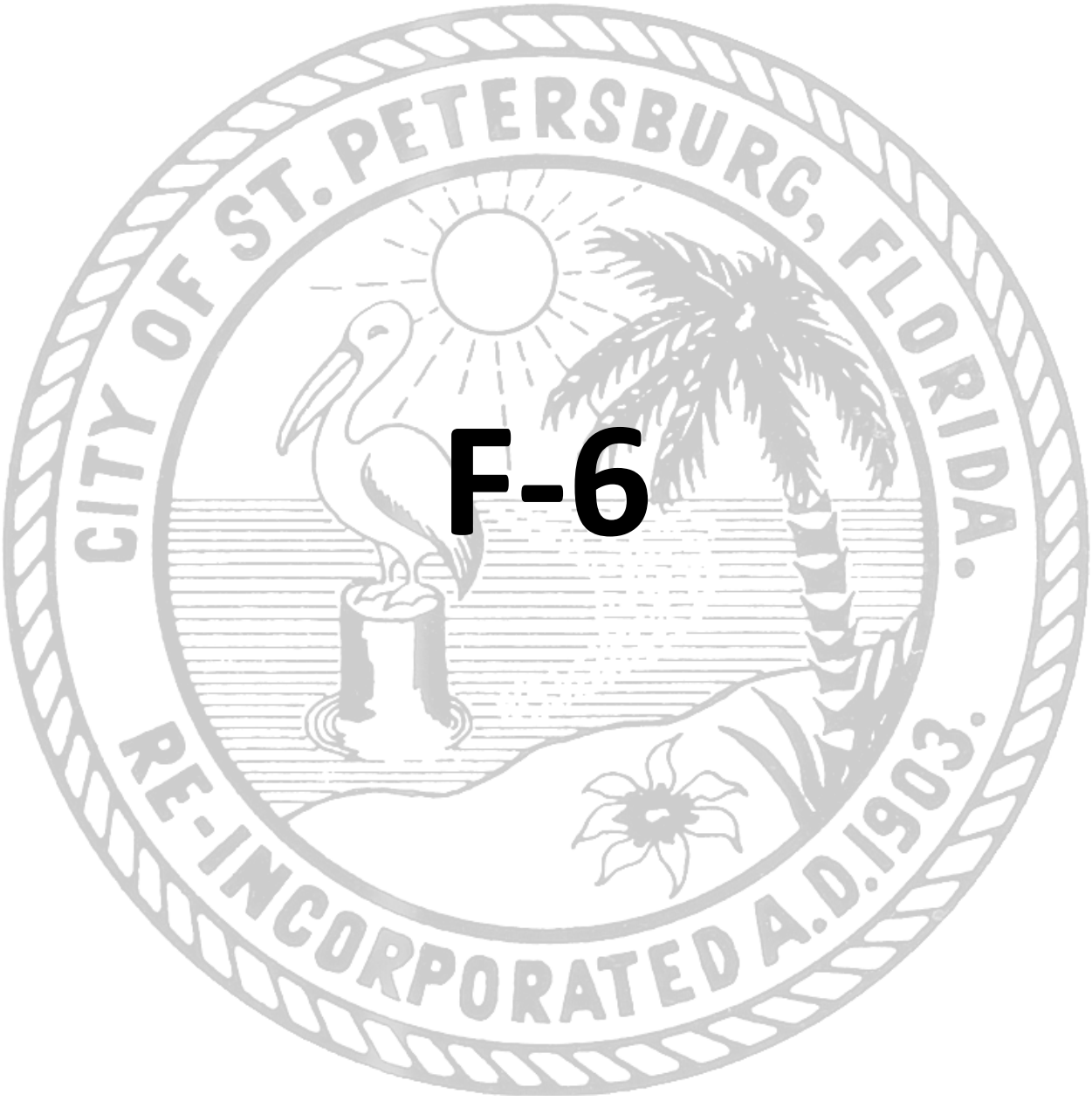
- Administration recommends that City Council approve $2,200,000 in SSCRA Developer Incentive funding for Hunter, Brady, Long Ease on 5th rental housing project.

THANK YOU

st.petersburg
www.stpete.org

Community and Neighborhood Affairs
Housing and Community Development

The following page(s) contain the backup material for Agenda Item: A resolution approving (I) the Community Development Block Grant-Disaster Recovery Agreement between the United States Department of Housing and Urban Development (HUD), Pinellas County, Florida (County), and the City of St. Petersburg, Florida (City) related to a geo-coding error that resulted in $173,681,000 in CDBG-DR funds that should have been part of the City's federal award being included in the County's federal award (misallocated funds) and (II) the CDBG-DR Funds Coordination Agreement between the County and the City that establishes a coordinated and efficient framework for the use and oversight of the misallocated funds; authorizing the City Attorney's Office to make non-substantive changes to these agreements; authorizing the Mayor or his designee to execute these agreements and all documents necessary to effectuate these transactions; approving a supplemental appropriation in the amount of $126,000,000 from the increase in the unappropriated balance of the CDBG-DR Fund (1118), resulting from these grants revenues, to the Strategic Initiatives and Grants Department, Sunrise St. Pete Division (255-1788); and providing an effective date.
Please scroll down to view the backup material.



F-6

St. Petersburg City Council

Report

Meeting of November 19, 2026

TO: The Honorable Chair and Members of City Council

SUBJECT: A resolution approving (I) the Community Development Block Grant-Disaster Recovery Agreement between the United States Department of Housing and Urban Development ("HUD"), Pinellas County, Florida ("County"), and the City of St. Petersburg, Florida ("City") related to a geo-coding error that resulted in $173,681,000 in CDBG-DR funds that should have been part of the City's federal award being included in the County's federal award ("misallocated funds") and (II) the CDBG-DR Funds Coordination Agreement between the County and the City that establishes a coordinated and efficient framework for the use and oversight of the misallocated funds; authorizing the City Attorney's Office to make non-substantive changes to these agreements; authorizing the Mayor or his designee to execute these agreements and all documents necessary to effectuate these transactions; approving a supplemental appropriation in the amount of $126,000,000 from the increase in the unappropriated balance of the CDBG-DR Fund (1118), resulting from these grants revenues, to the Strategic Initiatives and Grants Department, Sunrise St. Pete Division (255-1788); and providing an effective date.

EXPLANATION: The U.S. Department of Housing and Urban Development (HUD) awarded Community Development Block Grant-Disaster Recovery (CDBG-DR) funds made available by the Disaster Relief Supplemental Appropriations Act, 2025 to Pinellas County and the City of St. Petersburg. HUD initially awarded $813,783,000 to Pinellas County and $159,884,000 to the City. A subsequent review identified a geo-coding error that caused $173,681,000 that should have been included in the City's federal award to be included in the County's federal award instead.

The proposed three-party agreement among HUD, Pinellas County, and the City establishes the framework to correct the allocation error. Under the agreement, $126,000,000 will be transferred from the County's CDBG-DR grant to the City's CDBG-DR grant for housing recovery. The City's total federal award will increase from $159,884,000 to $285,884,000, and the County's award will decrease from $813,783,000 to $687,783,000. The remaining $47,681,000 will remain with the County for one or more eligible infrastructure or mitigation projects that benefit both City and County residents.

The three-party agreement also provides that HUD will modify the applicable Federal Register notice to add Hurricane Milton (FEMA Disaster No. 4834) as a qualifying disaster for the City, reflect the $126,000,000 reallocation, and revise the unmet needs and mitigation set-aside amounts for the City and County. The agreement becomes effective when signed by all three parties.

The separate County-City coordination agreement implements the cooperative framework required by the three-party agreement. It provides the City sole discretion, subject to applicable federal requirements, to allocate and use the $126,000,000 in transferred funds among the City's CDBG-DR-funded housing recovery programs.

For the $47,681,000 retained by the County, the coordination agreement requires the City and County to cooperate in selecting and defining the scope of eligible infrastructure or mitigation projects that benefit residents of both jurisdictions. Project selection and scope require mutual written approval.

Each party will remain responsible for compliance with its own CDBG-DR grant agreement and applicable law. Following execution of the agreements and completion of required Action Plan amendments, implementation will proceed in accordance with the approved CDBG-DR program requirements.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution approving (I) the Community Development Block Grant-Disaster Recovery Agreement

between the United States Department of Housing and Urban Development, Pinellas County, Florida, and the City of St. Petersburg, Florida related to a geo-coding error that resulted in $173,681,000 in CDBG-DR funds that should have been part of the City's federal award being included in the County's federal award ("misallocated funds") and (II) the CDBG-DR Funds Coordination Agreement between the County and the City that establishes a coordinated and efficient framework for the use and oversight of the misallocated funds; authorizing the City's Attorney's office to make non-substantive changes to these agreements; authorizing the Mayor or his designee to execute these agreements and all documents necessary to effectuate these transactions; approving a supplemental appropriation in the amount of $126,000,000 from the increase in the unappropriated balance of the CDBG-DR Fund (1118), resulting from these grants revenues, to the Strategic Initiatives and Grants Department, Sunrise St. Pete Division (255-1788); and providing an effective date.

COST/FUNDING INFORMATION: Revenues of up to $126,000,000 are to be received from HUD and deposited into the CDBG-DR Fund (1118). Funds will be available after the approval of a supplemental appropriation in the amount of $126,000,000 from the increase in the unappropriated balance of the CDBG-DR Fund (1118), resulting from these grant revenues, to the Strategic Initiatives and Grants Department, Sunrise St. Pete Division (255-1788).

ATTACHMENTS:

Resolution
Community Development Block Grant-Disaster Recovery Agreement among HUD, Pinellas County, and the City
CDBG-DR Funds Coordination Agreement between Pinellas County and the City

APPROVALS:

Administration: _____

Budget: Noah Caprio

RESOLUTION NO. 2026-____

A RESOLUTION APPROVING (I) THE COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), PINELLAS COUNTY, FLORIDA ("COUNTY") AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") RELATED TO A GEO-CODING ERROR THAT RESULTED IN $173,681,000 IN CDBG-DR FUNDS THAT SHOULD HAVE BEEN PART OF THE CITY'S FEDERAL AWARD BEING INCLUDED IN THE COUNTY'S FEDERAL AWARD ("MISALLOCATED FUNDS") AND (II) THE CDBG-DR FUNDS COORDINATION AGREEMENT BETWEEN THE COUNTY AND THE CITY THAT ESTABLISHES A COORDINATED AND EFFICIENT FRAMEWORK FOR THE USE AND OVERSIGHT OF THE MISALLOCATED FUNDS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THESE AGREEMENTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THESE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $126,000,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE CDBG-DR FUND (1118), RESULTING FROM THESE GRANT REVENUES, TO THE STRATEGIC INITIATIVES AND GRANTS DEPARTMENT, SUNRISE ST. PETE DIVISION (255-1788); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Department of Housing and Urban Development ("HUD") allocated Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds made available by the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. No. 118-158) to the Pinellas County, Florida ("County") and the City of St. Petersburg, Florida ("City") as identified in a Federal Register notice published at 90 Fed. Reg. 4759 on January 16, 2025; and

WHEREAS, HUD awarded the County $813,783,000 in CDBG-DR funds through a grant agreement with Federal Award Date July 30, 2025, and Federal Award Identification Number B-25-UU-12-0007, and HUD awarded the City $159,884,000 in CDBG-DR funds through a grant agreement with Federal Award Date January 27, 2026, and Federal Award Identification Number B-25-MU-12-0002; and

WHEREAS, a geo-coding error resulted in $173,681,000 in CDBG-DR funds that should have been part of the City's federal award being included in the County's federal award instead ("Misallocated Funds"); and

WHEREAS, HUD, the County and the City desire to enter into a Community Development Block Grant-Disaster Recovery Agreement ("Three-Party Agreement") to address the allocation error by (i) transferring $126,000,000 of the Misallocated Funds from the County to the City for housing recovery purposes, (ii) keeping $47,681,000 of the Misallocated Funds with the County to be used for one or more eligible infrastructure or mitigation projects benefitting both City and County residents, and (iii) requiring the City and the County to establish through a separate agreement a coordinated framework related to the administration of the entirety of the Misallocated Funds; and

WHEREAS, the County and the City desire to enter into the CDBG-DR Funds Coordination Agreement to establish a coordinated and efficient framework for the use and oversight of the Misallocated Funds in compliance with CDBG-DR program requirements, the Parties' respective CDBG-DR Grant Agreements and the Three-Party Agreement; and

WHEREAS, funding will be available after approval of a supplemental appropriation in the amount of $126,000,000 from the increase in the unappropriated balance of the CDBG-DR Fund (1118), resulting from these grant revenues, to the Strategic Initiatives and Grants Department, Sunrise St. Pete Division (255-1788); and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that (I) the Community Development Block Grant-Disaster Recovery Agreement between the United States Department of Housing and Urban Development ("HUD"), Pinellas County, Florida ("County") and the City of St. Petersburg, Florida ("City") related to a geo-coding error that resulted in $173,681,000 in CDBG-DR funds that should have been part of the City's federal award being included in the County's federal award ("Misallocated Funds") and (ii) the CDBG-DR Funds Coordination Agreement between the County and the City that establishes a coordinated and efficient framework for the use and oversight of the misallocated funds are hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute these agreements and all other documents necessary to effectuate these transactions.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the CDBG-DR Fund (1118), resulting from these grant revenues, the following supplemental appropriation for FY27:

CDBG-DR Fund (1118)	
Strategic Initiatives and Grants Department, Sunrise St. Pete Division (255-1788)	$126,000,000

This resolution shall become effective immediately upon its adoption.

LEGAL:

00929697.docx

DEPARTMENT:

BUDGET:

CDBG-DR FUNDS COORDINATION AGREEMENT

Between Pinellas County and The City of St. Petersburg

This CDBG-DR Funds Coordination Agreement (hereinafter "'Agreement") is made by and between Pinellas County, Florida, hereinafter referred to as "County", and the City of St. Petersburg, Florida, hereinafter referred to as "City" (collectively, the "Parties" and individually a "Party"), this _____ day of _____, 2026 ("Effective Date") and provides as follows.

WHEREAS, the United States Department of Housing and Urban Development ("HUD") allocated Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds made available by the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. No. 118-158) to the County and the City as identified in a Federal Register notice published at 90 Fed. Reg. 4759 on January 16, 2025; and

WHEREAS, HUD awarded the County $813,783,000 in CDBG-DR funds through a grant agreement with Federal Award Date July 30, 2025, and Federal Award Identification Number B-25-UU-12-0007 ("County CDBG-DR Grant Agreement"), and HUD awarded the City $159,884,000 in CDBG-DR funds through a grant agreement with Federal Award Date January 27, 2026, and Federal Award Identification Number B-25-MU-12-0002 ("City CDBG-DR Grant Agreement"); and

WHEREAS, a geo-coding error resulted in $173,681,000 in CDBG-DR funds that should have been part of the City's federal award, being included in the County's federal award instead ("Misallocated Funds"); and

WHEREAS, HUD, the County and the City are entering into a Community Development Block Grant-Disaster Recovery Agreement ("Three-Party Agreement") to address the allocation error by (i) transferring $126,000,000 of the Misallocated Funds from the County to the City for housing recovery purposes ("Transferred Funds"), (ii) keeping $47,681,000 of the Misallocated Funds with the County to be used for one or more eligible infrastructure or mitigation projects benefitting both City and County residents ("Retained Funds"), and (iii) requiring the City and the County to establish through a separate agreement a coordinated framework related to the administration of the entirety of the Misallocated Funds; and

WHEREAS, the Parties desire to establish a coordinated and efficient framework for the use and oversight of the Misallocated Funds in compliance with CDBG-DR program requirements, the Parties respective CDBG-DR Grant Agreements and the Three-Party Agreement.

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

I. **Roles and Responsibilities Regarding Transferred Funds:**

A. The City will:

i. Have sole and exclusive discretion to allocate and use the Transferred Funds among the City's CDBG-DR funded housing recovery programs ("City CDBG-DR Funded Programs"), subject to compliance with the City's CDBG-DR Grant Agreement, CDBG-DR program requirements and applicable Laws (as hereinafter defined), including but not limited to, the right to:

a. Determine the amount of Transferred Funds to be allocated to each City CDBG-DR Funded Program, and reallocate such funds among the City CDBG-DR Funded Programs, as the City deems appropriate; and

b. Determine which City CDBG-DR Funded Programs will be made available to individuals or households who have applied to one or more County CDBG-DR funded housing recovery programs ("County Applicants"); and

c. Require County Applicants to apply directly to the City through City CDBG-DR Funded Program application processes and procedures; and

d. Use Applicant Data (as hereinafter defined) for any purpose authorized by the City's CDBG-DR Grant Agreement, CDBG-DR program requirements and applicable Laws, including, but not limited to, verifying County Applicants' eligibility for City CDBG-DR Funded Programs; and

e. Determine whether any County Applicant will receive an award of any portion of the Transferred Funds based on the applicable City CDBG-DR Funded Program requirements.

B. The County will:

i. Conduct direct outreach to County Applicants to inform them of the City CDBG-DR Funded Programs and invite them to apply in accordance with the City's application processes.

ii. Transfer a County Applicant's case information and supporting documentation to the City if (a) the County Applicant applies for a City CDBG-DR Funded Program, (b) the City provides the County with evidence of the applicant's consent to such transfer (obtained by the City in connection with the applicant's City application), and (c) such transfer is permissible under the County's CDBG-DR Grant Agreement, CDBG-DR program requirements and applicable Laws.

C. The Parties acknowledge and agree that County Applicants' applications submitted to the County will not automatically transfer to the City or become active applications in the City's CDBG-DR Funded Programs. The County's transfer of a County Applicant's case information and supporting documentation will not constitute, and will not be construed as, a determination or representation by the County that the County Applicant is eligible for a City CDBG-DR Funded Program.

D. Each Party's collection, use, disclosure and retention of Applicant Data is governed by and subject to its respective CDBG-DR Grant Agreement, CDBG-DR program requirements and applicable Laws. Nothing herein will require the County to transfer, or the City to accept, any case information or supporting documentation if such transfer or acceptance would

violate the Party's CDBG-DR Grant Agreement, CDBG-DR program requirements or applicable Laws.

E. The Parties will cooperate in good faith to resolve any issues concerning the transfer of County Applicant case information and supporting documentation.

II. **Coordination on Infrastructure/Mitigation Project(s)**:

A. The County will use the Retained Funds exclusively for one or more eligible infrastructure or mitigation projects that benefit both residents of the City and the County ("Project(s)"), subject to compliance with the County's CDBG-DR Grant Agreement, CDBG-DR program requirements and applicable Laws.

B. The Parties will coordinate and cooperate in the selection of the Project(s) and the determination of the scope and implementation of the Project(s). The selection of the Project(s) and scope of the Project(s) (including any modifications thereto) require the mutual written approval of the Parties and all other approvals that may be required under applicable Laws. Neither Party has the authority to change the selection of the Project(s) or scope of the Project(s) without the written approval of the other and all other approvals that may be required under applicable Laws. In identifying and evaluating a potential Project, the Parties will consider, as appropriate:

i. The extent to which a proposed project addresses documented disaster recovery, resiliency, mitigation, or infrastructure needs;
ii. The geographic area and population benefited by the project;
iii. The project's consistency with applicable CDBG-DR requirements and approved action plans or amendments;
iv. The project's anticipated costs and availability of other funding sources;
v. Opportunities to leverage other public or private resources;
vi. Potential regional or interjurisdictional benefits; and
vii. Avoidance of duplication of benefits.

C. The Parties will establish mutually agreeable procedures for coordination on Project selection and scope approval, which may include, but not be limited to, regular meetings between designated City and County representatives.

D. The County will administer the Retained Funds and implement the selected Project(s), either directly or through a subrecipient agreement, as applicable, in accordance with the County CDBG-DR Grant Agreement, CDBG-DR program requirements, applicable Laws and any other applicable grant requirements.

E. Nothing in this Section will be construed to require either the County or the City to approve a Project, expenditure, contract, permit, land-use action, or other governmental action that the Party is not legally authorized or otherwise required to approve.

III. **Data Sharing:**

A. The County and the City agree to share all data, records, and information related to County Applicants, excluding HUD-provided data ("Applicant Data"), to the extent such data is reasonably necessary to administer, monitor, evaluate, or coordinate CDBG-DR programs and activities contemplated by this Agreement.

B. Data sharing may include, as appropriate, applicant and household information, program status information, property and project information, duplication-of-benefits information, program eligibility information, recovery needs assessments, infrastructure and mitigation information, and other information reasonably necessary to carry out the purposes of this Agreement.

C. Each Party will share data only to the extent that it is legally authorized to do so and will comply with applicable Laws and contractual requirements governing privacy, confidentiality, security, public records, retention, disclosure, and use of such information.

D. Each Party will use reasonable administrative, technical, and physical safeguards to protect shared data from unauthorized access, use, disclosure, alteration, or destruction. Shared data will be used solely for lawful purposes related to the administration, coordination, monitoring, reporting, compliance, or implementation of the programs and activities contemplated by this Agreement, unless otherwise authorized by applicable Laws or in writing by the Party providing the data.

E. To the extent required by applicable Laws, the Parties will execute additional data-sharing, confidentiality, security, or similar agreements or establish written procedures addressing particular categories of information.

F. A Party receiving shared data from the other Party will assume sole responsibility for the custody, use, disclosure, storage, security, and disposition of such data after receipt.

IV. **Action Plan Amendments:** Each Party will amend its respective Action Plan within one hundred and eighty (180) days following the Effective Date, as necessary to reflect the use of Misallocated Funds, including (i) the City's receipt of the Transferred Funds, (ii) the County's retention and use of the Retained Funds for the Project(s), and (iii) any other modifications required to comply with the Three-Party Agreement and this Agreement. Each Party will determine, in accordance with applicable federal requirements and HUD guidance, whether its Action Plan amendment constitutes a substantial amendment or non-substantial amendment under applicable Laws and each Party's respective CDBG-DR Grant Agreement. For purposes of this Agreement, "Action Plan" means, with respect to each Party, the Party's applicable HUD-approved Action Plan for the use of CDBG-DR funds as required by applicable Laws and that Party's CDBG-DR Grant Agreement.

V. **No Modification of CDBG-DR Grant Agreements:** Nothing in this Agreement modifies, amends, or supersedes any provision of the County CDBG-DR Grant Agreement or the City CDBG-DR Grant Agreement.

VI. **Term**: This Agreement will become valid and binding upon proper execution by the Parties. The term will continue until such time that all Misallocated Funds are fully expended and both the County CDBG-DR Grant Agreement and City CDBG-DR Grant Agreement are terminated.

VII. **Compliance with Laws:** The Parties will 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").

VIII. **Amendments**: This Agreement may be modified or amended only by a document executed by the Parties with the same formality of this Agreement.

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

a. County:

i. Erica R. Henry
ii. Title: Disaster Recovery Program Manager
iii. Address: Pinellas County Government
400 S. Ft. Harrison Ave, Suite 349
Clearwater, FL 33756

b. City:

i. Name: Aubrey Phillips
ii. Title: Director, Strategic Initiatives and Grant
iii. Address: City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33701

X. **Assignability**: This agreement is not assignable.

XI. **Survival**: All obligations and rights of a Party arising during or attributable to the period prior to expiration of this Agreement will survive such expiration or earlier termination.

XII. **Governing Law:** The laws of the State of Florida govern this Agreement.

XIII. **Counterparts:** This Agreement may be executed in counterparts by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF ST. PETERSBURG, FLORIDA

By:_____
Kenneth T. Welch, as its Mayor

ATTEST

_____
City Clerk

(SEAL)

Approved as to Form and Content

_____
City Attorney (Designee)
00926166

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

_____
Chair

ATTEST:
KEN BURKE

_____
Deputy Clerk

APPROVED AS TO FORM:

_____
Office of the County Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,

PINELLAS COUNTY, FLORIDA,

AND

CITY OF ST. PETERSBURG, FLORIDA

This agreement is between the United States Department of Housing and Urban Development ("HUD"), Pinellas County, Florida ("County"), and the City of St. Petersburg, Florida ("City") ("Agreement").

HUD allocated Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds made available by the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. No. 118-158) to the County and the City.

These allocations were identified in a Federal Register notice, *Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG–DR Consolidated Waivers and Alternative Requirements Notice (UN AAN)*, published at 90 Fed. Reg. 4759 on January 16, 2025, and subsequently reflected in federal awards to the County and the City.

Consistent with HUD's allocations, HUD awarded the County $813,783,000 in Pub. L. No. 118-158 CDBG-DR funds through a grant agreement with Federal Award Date July 30, 2025, and Federal Award Identification Number B-25-UU-12-0007 ("County CDBG-DR Grant Agreement"), and HUD awarded the City $159,884,000 in Pub. L. No. 118-158 CDBG-DR funds through a grant agreement with Federal Award Date January 27, 2026, and Federal Award Identification Number B-25-MU-12-0002 ("City CDBG-DR Grant Agreement").

Subsequently, a geo-coding error was discovered which resulted in $173,681,000 in CDBG-DR funds which should have been part of the City's federal award, being included in the County's federal award instead.

The County and the City have jointly proposed to establish a coordinated, efficient, and administratively streamlined framework for resolving the calculation error, which aims to maximize recovery resources for their residents while minimizing delays, duplication, administrative burden, and risk to both jurisdictions.

The parties therefore wish to enter into this Agreement to (1) amend both the County CDBG-DR Grant Agreement and the City CBDG-DR Grant Agreement to address part of the allocation error related to CDBG-DR funds that will be utilized for housing recovery and (2)

establish a coordinated framework between the County and the City related to the administration of the entirety of CDBG-DR funds subject to the allocation error.

The parties therefore agree as follows:

1. **Amendments to CDBG-DR Grant Agreements for CDBG-DR Funds for Housing Recovery**

   The County CDBG-DR Grant Agreement and City CDBG-DR Grant Agreement are amended as follows to transfer $126,000,000 of the $173,681,000 in misallocated CDBG-DR funds, which will be used for housing recovery, from the County to the City:

   a) the "Amount of Federal Funds Obligated by this Action" and the "Total Amount of the Federal Award" in Section II of the County CDBG-DR Grant Agreement is hereby revised by replacing "$813,783,000" with "$687,783,000";

   b) the "Amount of Federal Funds Obligated by this Action" and the "Total Amount of the Federal Award" in Section II of the City CDBG-DR Grant Agreement is hereby revised by replacing "$159,884,000" with "$285,884,000."

2. **County Use of CDBG-DR Funds for Infrastructure/Mitigation Project(s)**

   The remaining $47,681,000 of the $173,681,000 in misallocated CDBG-DR funds shall remain under the County CDBG-DR Grant Agreement and the County shall:

   (a) retain responsibility for the use, management, and oversight, of these funds consistent with all of the requirements applicable to CDBG-DR funds under the County CDBG-DR Grant Agreement; and

   (b) use these funds for one or more eligible infrastructure or mitigation projects, all of which benefit both the residents of the City and the County.

3. **County-City Coordination Agreement**

   The County and the City shall enter into a separate agreement governing County and City cooperation related to use of the entirety of the $173,681,000 in CDBG-DR funds subject to the allocation error ("County-City Coordination Agreement") within 120 days of the effective date of this Agreement, and the County-City Coordination Agreement shall include terms requiring:

   (a) County and City coordination related to the City's use of the $126,000,000 in transferred CDBG-DR funds for housing recovery;

(b) the County to provide applicant information, excluding HUD-provided data, to the City's CDBG-DR funded housing programs;

(c) County and City coordination related to the selection and scope of the mutually beneficial infrastructure or mitigation project(s) to be funded with the $47,681,000 in CDBG-DR funds remaining with the County;

(d) County and City data sharing of non-HUD-provided data (i.e. data other than HUD-provided federal data); and

(e) continued County and City compliance with all of the requirements applicable to CDBG-DR funds under the County CDBG-DR Grant Agreement and the City CDBG-DR Grant Agreement.

4. **Action Plan Amendments**

The County and the City shall amend their applicable Actions Plans within 180 days of the effective date of the County-City Coordination Agreement, as necessary to reflect the use of the $173,681,000 in CDBG-DR funds subject to the allocation error, through either substantial or non-substantial amendments, consistent with applicable requirements.

5. **HUD Modification of Federal Register Notice**

HUD shall modify the Federal Register notice, *Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG–DR Consolidated Waivers and Alternative Requirements Notice (UN AAN)*, published at 90 Fed. Reg. 4759 on January 16, 2025, to:

a) add FEMA Disaster No. 4834, Florida Hurricane Milton, to the list of qualifying disasters the City may use City CDBG-DR Grant Agreement funds to address;

b) reflect the reallocation of $126,000,000 in CDBG-DR funds from the County to the City; and

c) establish updated unmet needs amounts as $598,072,000 for the County and $248,595,000 for the City, and updated mitigation set-aside amounts as $89,711,000 for the County and $37,289,000 for the City.

6. **Availability of Waivers**

HUD will consider reasonable requests for waivers from the County and the City related to addressing the allocation error, including waivers of public participation requirements for any required Action Plan amendments.

7. **Effectiveness and Date**

This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it as indicated by the date associated with that party's signature.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: _____
(Signature)

_____
(Typed Name and Title)

_____
(Date)

PINELLAS COUNTY, FLORIDA

BY: _____
(Signature)

_____
(Typed Name and Title)

_____
(Date)

CITY OF ST. PETERSBURG, FLORIDA

BY: _____
(Signature)

_____
(Typed Name and Title)

_____
(Date)



November 19, 2026

CDBG-DR Reallocation Agreements

HUD, Pinellas County, and the City of St. Petersburg

AGENDA ITEM OVERVIEW

- Present resolution requesting approval of:
  - (i) the Community Development Block Grant-disaster Recovery agreement between the HUD, Pinellas County, and the City related to a geo-coding error that resulted in $173,681,000 in misallocated CDBG-DR funds
  - (ii) the CDBG-DR funds coordination agreement between the County and the City that establishes a coordinated and efficient framework for the use and oversight of the misallocated funds;
- Request authorization to execute these agreements and appropriate funds

WHY COUNCIL ACTION IS NEEDED

ALLOCATION ERROR

$173.681M

CDBG-DR funds intended for the City were included in Pinellas County's award due to a geo-coding error.

THREE-PARTY AGREEMENT

HUD + Pinellas County + City

Establishes the framework to correct the allocation and coordinate use of the funds.

COUNCIL ACTION

Approve agreements and appropriation

Authorizes implementation after required approvals and Plan amendments.

Bottom line: The agreements correct the award structure and put the City in position to direct $126 million to housing recovery.

HOW FUNDS WILL BE REALLOCATED

$173.7 million is divided between housing recovery and shared-benefit projects

$173.7M

Total misallocated amount

$126.0M

Transferred to the City for housing recovery

$47.7M

Retained by the County for eligible infrastructure projects

City discretion

Subject to federal requirements, the City determines how to allocate the transferred funds among its CDBG-DR housing recovery programs.

Mutual approval

The City and County jointly select and define the scope of projects that benefit residents of both jurisdictions.

WHAT THE AGREEMENTS ESTABLISH

Two agreements provide the authority and coordination framework

1 HUD–County–City Agreement

- Transfers $126 million to the City
- Keeps $47.7 million with the County for shared-benefit projects
- Provides for Federal Register updates, including Hurricane Milton eligibility
- Effective when signed by all three parties

2 County–City Coordination Agreement

- Gives the City discretion over the transferred housing-recovery funds
- Requires mutual approval for shared infrastructure projects
- Keeps each party responsible for its own grant compliance
- Creates a coordinated framework for use and oversight

NEXT STEPS

Execution and program changes follow Council approval

1. **Council adopts resolution**
2. **All three parties sign**
3. **Publish Amended Action Plan for Public Comment Period (30-days)**
4. **Submit Amended Action Plan for HUD Approval (45-days)**
5. **Implementation under approved CDBG-DR requirements**

Federal Register changes are expected to reflect the reallocation, revised unmet needs and mitigation set-asides, and Hurricane Milton as a qualifying disaster for the City.

ADMINSTRATION RECOMMENDATION

Administration recommends adoption of the resolution

APPROVE the HUD–County–City CDBG-DR Agreement

APPROVE the County–City CDBG-DR Funds Coordination Agreement

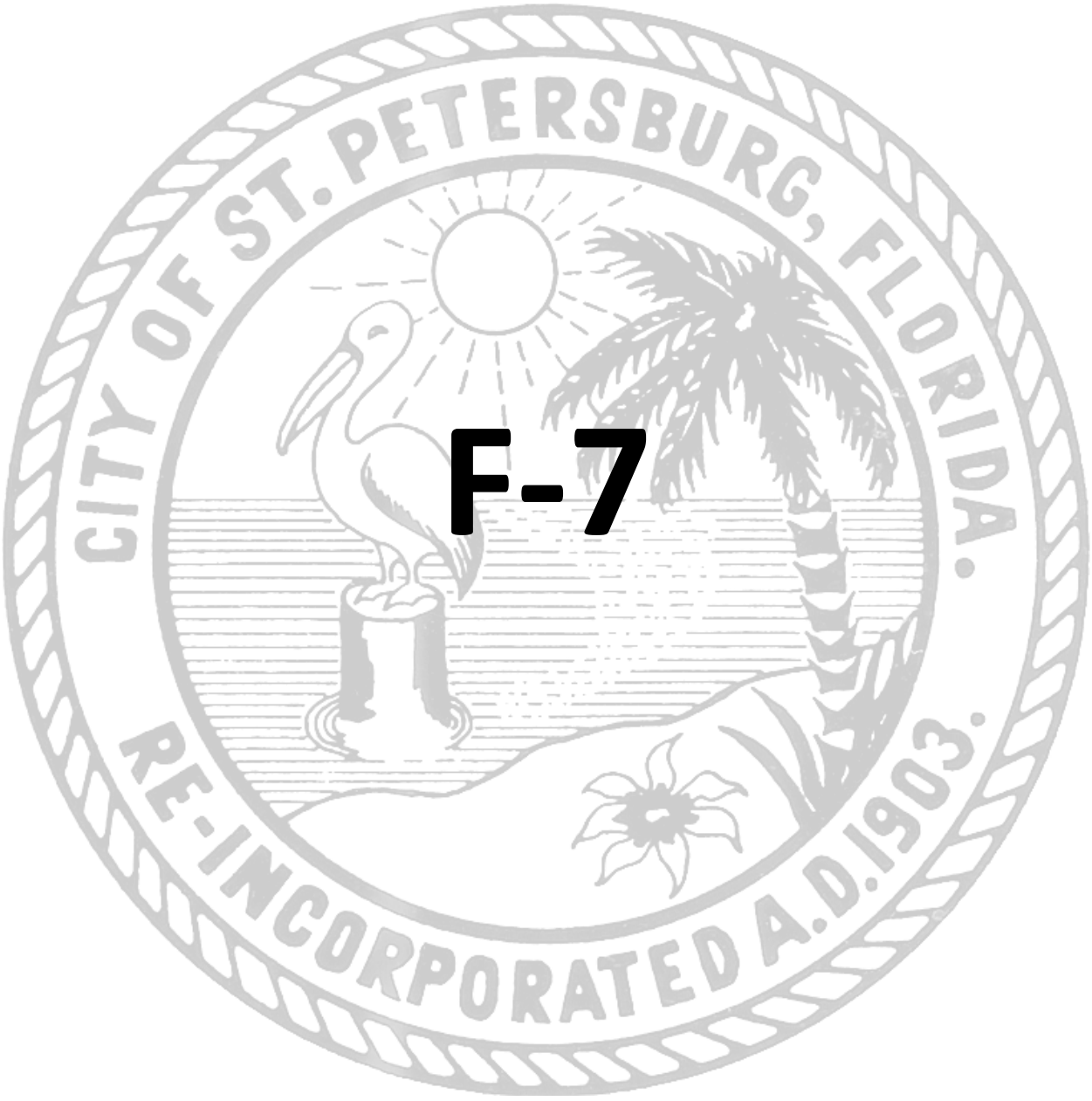
AUTHORIZE non-substantive changes by the City Attorney's Office

AUTHORIZE Mayor or designee to execute agreements and related documents

APPROPRIATE $126 million to the CDBG-DR Fund (1118)


THANK YOU

The following page(s) contain the backup material for Agenda Item: A resolution approving the award of (I) a CDBG-DR Subrecipient Agreement to Pinellas Ex-Offender Re-Entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC) for Non-Profit Community Support Services that include case management and assertive outreach at a total contract amount not to exceed $896,990.26 and (II) a CDBG-DR Subrecipient Agreement to Gulf Coast Jewish Family and Community Services, Inc. for Non-Profit Community Support Services that include clinical mental health services at a total contract amount not to exceed $350,000; authorizing the Mayor or his designee to execute these CDBG-DR subrecipient agreements and all other documents necessary to effectuate these transactions; and providing an effective date.
Please scroll down to view the backup material.



F-7

ST. PETERSBURG CITY COUNCIL
Report Item
Meeting of November 19th, 2026

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

SUBJECT: A resolution approving the award of (I) a CDBG-DR Subrecipient Agreement to Pinellas Ex-Offender Re-Entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC) for Non-Profit Community Support Services that include case management and assertive outreach at a total contract amount not to exceed $896,990.26 and (II) a CDBG-DR Subrecipient Agreement to Gulf Coast Jewish Family and Community Services, Inc. for Non-Profit Community Support Services that include clinical mental health services at a total contract amount not to exceed $350,000; authorizing the Mayor or his designee to execute these CDBG-DR subrecipient agreements and all other documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION:

Congress appropriated funds through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) Program in response to the 2023 Hurricane Idalia (DR-4734-FL) and the 2024 Hurricane Helene (DR-4828-FL). Assistance for these disasters was appropriated on December 21, 2024, by the Disaster Relief Supplemental Appropriations Act of 2025. The City of St. Petersburg (City) was allocated $159,884,000 per the Allocation Announcement Notice (90 FR 4759) published on January 16, 2025.

On June 12, 2025, City Council approved the CDBG-DR Action Plan for the use of the federal grant funds (Resolution No. 2025-327) which allocated $6,000,000 to the Non-Profit Community Support Services (NPCSS) program. HUD approved the City's Action Plan in August 2025 and executed the City's Grant Agreement in February 2026.

Through extensive public input and Unmet Needs and Mitigation Needs Assessments in the Action Plan, the City determined the need to create the Non-Profit Community Support Services (NPCSS) program to address the increased need for essential community services as a result of the qualifying disasters. The City recognizes that true community recovery and long-term resilience are not possible without expanding essential community services provided to residents by local nonprofits. Nonprofits and the direct services they provide to residents are essential to successful community recovery and building community resilience after a disaster.

The NPCSS program is designed with flexibility to address a broad range of wrap-around recovery needs, enabling nonprofits to deliver tangible services and commodities to impacted

households. Eligible activities may include, but are not limited to, the provision of food assistance, housing navigation services, mental health and trauma recovery counseling, childcare services, and emergency shelter support. The program will issue a series of Requests for Applications (RFAs), with each funding opportunity focused on a specific support service for the community.

The first RFA opened for application under this program is focused on providing mental health services and wraparound support to city residents in an interconnected ecosystem of care. The City sought to procure three Core Services: Case Management, Assertive Outreach, and Clinical Mental Health Services. The RFA opened on Monday, July 27, 2026, with applications due on Friday, August 28, 2026. A combined total of $1,250,000 was available to award across all three Core Services.

The City received 11 applications, conducted a minimum eligibility review, and a review committee reviewed and scored all eligible applications. The Review Committee was a cross-functional team which included City staff representatives from Housing and Neighborhood Services Administration, Housing and Community Development, Codes Compliance Assistance, Neighborhood Relations, and St. Pete Police Department.

On September 21, 2026, the Review Committee deliberated and recommended awards for Case Management and Assertive Outreach to the highest scoring application for both Core Services. The Committee determined the need to request additional information from the top two scorers for Clinical Mental Health Services. The Committee met again to discuss the additional information received on October 6, 2026 and recommended the award for Clinical Mental Health Services.

The Review Committee's recommendations are as follows:

- **Core Service: Case Management**
    - Recommended Organization: People Empowering and Restoring Communities (PERC)
    - Award total: $722,158.06
- **Core Service: Assertive Outreach**
    - Recommended Organization: People Empowering and Restoring Communities (PERC)
    - Award total: $174,832.20
- **Core Service: Clinical Mental Health Service**
    - Recommended Organization: Gulf Coast Jewish Family and Community Services
    - Award total: $350,000

The period of performance will be one year from the effective date of the fully executed subrecipient agreement. The City may award additional funds under this RFA should additional funding become available. The City continues to work on additional RFAs under the NPCSS

program, with the next RFA focusing on housing stability and supportive services scheduled to open for applications in early 2027.

RECOMMENDATION:

Administration recommends approval of the attached resolution approving the award of (I) a CDBG-DR Subrecipient Agreement to Pinellas Ex-Offender Re-Entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC) for Non-Profit Community Support Services that include case management and assertive outreach at a total contract amount not to exceed $896,990.26 and (II) a CDBG-DR Subrecipient Agreement to Gulf Coast Jewish Family and Community Services, Inc. for Non-Profit Community Support Services that include clinical mental health services at a total contract amount not to exceed $350,000; authorizing the Mayor or his designee to execute these CDBG-DR subrecipient agreements and all other documents necessary to effectuate these transactions; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding has been previously appropriated in the Community Development Block Grant Disaster Recovery Fund (1118), Housing and Community Development Department, Administration Division (082-1089), NPCSS – Mental Health Project (21574).

Attachments: Resolution
Subrecipient Agreements for Recommended Awardees
Request for Applications (RFA)

APPROVALS:

Administration: _____ Budget: Emily Rapchak

RESOLUTION NO. 2026-____

A RESOLUTION APPROVING THE AWARD OF (I) A CDBG-DR SUBRECIPIENT AGREEMENT TO PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC. D/B/A PEOPLE EMPOWERING AND RESTORING COMMUNITIES (PERC) FOR NON-PROFIT COMMUNITY SUPPORT SERVICES THAT INCLUDE CASE MANAGEMENT AND ASSERTIVE OUTREACH AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED $896,990.26 AND (II) A CDBG-DR SUBRECIPIENT AGREEMENT TO GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES, INC. FOR NON-PROFIT COMMUNITY SUPPORT SERVICES THAT INCLUDE CLINICAL MENTAL HEALTH SERVICES AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED $350,000; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THESE CDBG-DR SUBRECIPIENT AGREEMENTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THESE CDBG-DR SUBRECIPIENT AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the City for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) ("HCDA") as described in the City's HUD-approved Disaster Recovery Action Plan; and

WHEREAS, the City believes it is in the public interest to serve as a pass-through entity by providing CDBG-DR funding to subrecipients for certain activities benefiting City residents through the City's Non-Profit Community Support Services (NPCSS) Program; and

WHEREAS, the City issued a Request for Applications ("RFA") on July 27, 2026, to fund core services that included case management, assertive outreach and clinical mental health services with the City's CDBG-DR funds; and

WHEREAS, City received eleven (11) applications in response to the RFA; and

WHEREAS, a cross-functional review committee (from Housing and Neighborhood Services Administration, Housing and Community Development, Codes Compliance Assistance, Neighborhood Relations, and St. Pete Police Department) evaluated and ranked the applications

based on the criteria set forth in the RFA and recommended (i) funding for case management and assertive outreach in the amount of $896,990.26 to Pinellas Ex-Offender Re-Entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC) and (ii) funding for clinical mental health services in the amount of $350,000 to Gulf Coast Jewish Family and Community Services, Inc.; and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of (i) a CDBG-DR Subrecipient Agreement to Pinellas Ex-offender Re-entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC) for non-profit community support services that include case management and assertive outreach at a total contract amount not to exceed $896,990.26 and (ii) a CDBG-DR Subrecipient Agreement to Gulf Coast Jewish Family and Community Services, inc. for non-profit community support services that include clinical mental health services at a total contract amount not to exceed $350,000 are hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to these CDBG-DR Subrecipient Agreements.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute these CDBG-DR Subrecipient Agreements and all other documents necessary to effectuate these transactions.

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00928268.docx

Attached is the current draft of the CDBG-DR Subrecipient Agreement that will be discussed at the November 19, 2026 City Council meeting. This agreement is under final review.

CDBG-DR SUBRECIPIENT AGREEMENT
NON-PROFIT COMMUNITY SUPPORT SERVICES PROGRAM

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into on this _____ day of November, 2026 (the "Effective Date"), by and between the City of St. Petersburg, Florida ("City") and Pinellas Ex-Offender Re-Entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC) (the "Subrecipient") (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the City for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) ("HCDA") as described in the City's HUD-approved Disaster Recovery Action Plan; and

WHEREAS, the City believes it is in the public interest to serve as a pass-through entity by providing CDBG-DR funding to subrecipients for certain activities benefiting City residents through the City's Non-Profit Community Support Services (NPCSS) Program; and

WHEREAS, CDBG-DR funding made available for use by the Subrecipient under this Agreement constitutes a subaward of the City's Federal award, for which the use of funds must conform to the requirements of applicable Laws (as hereinafter defined) and this Agreement.

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

1. **CDBG-DR Award Information.**

Item	**Information**
Federal Award Identification Number (FAIN) / HUD CDBG-DR Grant No.	B-25-MU-12-0002
Assistance Listing Number (formerly CFDA No.)	14.218 Community Development Block Grants/Entitlement Program
Federal Register Notice(s) and Public Law(s)	FR-6512-N-01
Federal Award / HUD Grant Agreement Date	January 27, 2026
Responsible Entity	City of St. Petersburg, Florida
Lead Department / Program	Strategic Initiatives and Grants Department
CDBG-DR Funding Source / Program	U.S. Department of Housing and Urban Development, Community Development Block Grant - Disaster Recovery
Subrecipient Name	Pinellas Ex-Offender Re-Entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC)

Subrecipient Unique Entity Identifier (UEI) / SAM.gov	TRLWL1B2MEU9
Subrecipient Period of Performance	December 1, 2026 to November 30, 2027
Total Amount Obligated by this Agreement	$896,990.26
Total CDBG-DR Obligation to Subrecipient	$896,990.26
Federal Award Program/Project/Activity Description	Public Services
Indirect Cost Rate	De Minimis rate
Official City Contact for Award	Aubrey Phillips Director, Strategic Initiatives and Grants P.O. Box 2842, St. Petersburg, FL 33701 Sunrise@stpete.org 727-893-7882

2. **Purpose of Agreement.** The purpose of this Agreement is for the City to provide a subaward to Subrecipient of CDBG-DR funds for Subrecipient to perform and complete the project more particularly described in **Exhibit A, "Project"**. The Subrecipient agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with the terms and conditions of this Agreement, all CDBG-DR requirements applicable to the Project, including, but not limited to, the HCDA, 24 CFR Part 570, 2 CFR Part 200, applicable Federal Register Notice(s) and waivers/alternative requirements, HUD CDBG-DR guidance, the Action Plan, the City's CDBG-DR policies and procedures, and all other applicable Laws.

3. **Agreement Components**. The agreement components are this Agreement, the exhibits attached to this Agreement, and the following documents, which are made a part hereof by reference ("Other Documents"):

(i) the City's HUD-approved Disaster Recovery Action Plan for Hurricanes Idalia and Helene, as may be amended from time to time ("the Action Plan");

(ii) the NPCSS Program Guidelines (as that term is defined herein), as may be amended from time to time;

(iii) City's CDBG-DR Non-Profit Community Support Services Program Request For Applications: Mental Health Services (the "RFA");

(iv) Subrecipient's application submitted in response to City's CDBG-DR Non-Profit Community Support Services Program Request For Applications: Mental Health Services (the "Application").

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 Other Documents, in the order in which they appear in the list above (for example, the Action Plan controls over the RFA).

4. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and terminate on November 30, 2027 ("Term"), unless this Agreement is earlier terminated as provided fore herein. The Mayor or his designee may extend the Term for up to one hundred eighty (180) days provided such extension is effectuated by an amendment to this Agreement.

5. **Project Funding and Budget.**

a. **Payment.** The City shall pay to the Sub-recipient, pursuant to the project budget ("Project Budget") set forth in **Exhibit B**, an amount not to exceed Eight Hundred Ninety-Six Thousand Nine Hundred Ninety and 26/100 Dollars ($896,990.26) ("Maximum Amount") for the Sub-recipient's performance and completion of the Project. The Subrecipient is responsible for all costs required to complete the Project that exceed the Maximum Amount. The City will have no responsibility for any Project costs in excess of the Maximum Amount.

b. **Eligible Costs.** Reimbursement provided by the City pursuant to this Agreement will only be available during the Term for eligible costs identified in the Project Budget and in accordance with applicable Laws. Subrecipient acknowledges and agrees that eligible costs are determined by applicable Laws, including, but not limited to the HCDA, 24 CFR 570 Subpart C, and the Action Plan, which set forth specific authorized activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of related risk. Subrecipient is responsible for all costs not eligible for reimbursement as determined by applicable Laws or this Agreement ("Ineligible Costs"). The City will have no responsibility or liability whatsoever for any Ineligible Costs.

c. **Disbursement of Funds.** The City will provide funds to the Subrecipient in accordance with the Project Budget.

i. Disbursement of funds will be made on a reimbursement basis after the City's review and approval of documentation that evidences payment of expenditures, unless the City, in its sole discretion, authorizes an advance payment in accordance with subsection v. below. Requests for reimbursement shall include an invoice and supporting documentation for the period of work being billed that are acceptable to the City. The Subrecipient shall submit invoices through the City's designated grants management system, or through such other format or system as may be required by the City. The Subrecipient shall use the invoice format and submission procedures that are approved by the City. Invoices shall be submitted by the Subrecipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in **Exhibit A.** 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 the Agreement.

ii. All reimbursement requests shall include the following for each expenditure item listed in the Project Budget, and any other information deemed necessary by the City (in its discretion), prior to each disbursement:

(a) a copy of invoices with date of service or for purchase of eligible items.

For material and supplies purchased, if applicable, the invoice or cash register receipt must have a description of each item for which reimbursement is requested and must be legible;

(b) a copy of canceled checks or proof of electronic payment from Sub-recipient. For an item to be approved for reimbursement, the name of the vendor on a canceled check or electronic payment proof must match the name of the vendor on the corresponding invoice; and

(c) a copy of signed time sheets and payroll documentation (in paper or electronic format acceptable to the City) for salary costs, if applicable.

iii. Reimbursement requests shall be made by the Subrecipient during the first fifteen (15) days of any given calendar month in which the request is made. All requests for payment made after the fifteenth day of the month will be held for processing until the next month.

iv. The City's approval of a reimbursement request and payment to the Subrecipient does not waive the City's right to later disallow costs, recover funds, or require corrective action based on monitoring, audit, HUD review, or other subsequent determination by the City or HUD.

v. Advance Payments. The method of payment under this Agreement is reimbursement. Notwithstanding the foregoing, the City may, in its sole discretion, authorize an advance payment upon separate written approval. No advance payment is permitted unless expressly approved by the City in writing. Any advance payment is conditioned upon the Subrecipient's certification, in form and substance acceptable to the City, that the Subrecipient is in compliance with all applicable CDBG-DR administrative requirements, cost principles, audit requirements, financial management standards, internal control requirements, and cash management requirements, including those set forth in 2 CFR Part 200, 24 CFR Part 570, the applicable Federal Register Notice(s), HUD waivers and alternative requirements, the Action Plan, this Agreement, and any other applicable CDBG-DR guidance or requirements issued by HUD. The Subrecipient represents that, if it requests advance payment from the City, it maintains: (i) written procedures that minimize the time elapsing between the transfer of funds in advance from the City and the subsequent disbursement of such funds by the Subrecipient for eligible CDBG-DR costs; and (ii) financial management systems that meet the standards for fund control, accountability, source documentation, and allowability of costs as established in 2 CFR Part 200 and applicable CDBG-DR requirements. The City may require the Subrecipient to provide additional documentation, certifications, reconciliations, or reports as a condition of any advance payment or subsequent disbursement, and may withhold, suspend, offset, recapture, or require repayment of any advanced funds that are not timely

disbursed, adequately documented, or used in accordance with this Agreement and applicable Laws.

vi. The Subrecipient agrees (i) not to expend funds received under this Agreement for items which are not set forth in the Project Budget and (ii) not to expend funds in a total amount which exceeds the corresponding dollar value for any items in the Project Budget. The Mayor (or his designee) and the Subrecipient may mutually agree in writing to make changes to the Project Budget in a manner determined to be reasonably necessary to maximize the value of the Project (e.g. by increasing the amount for one item in the Project Budget and making a corresponding reduction in the amount for another item in the Project Budget), provided that such changes do not result in an increase to the Maximum Amount. If the Mayor (or his designee) and the Subrecipient mutually agree in writing to change the Project Budget and such change does not result in an increase to the Maximum Amount, such written document will be attached to **Exhibit B** and such exhibit will be deemed amended accordingly.

d. **No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the City. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, federal government of the United States or any representatives of the federal government makes the United States a party to this Agreement.

e. **Subaward Contingent on Federal Funding.** The Subrecipient acknowledges and agrees that the City's payment of funds under this Agreement is contingent on the City receiving the funds from the federal government of the United States. If, for any reason, the federal government of the United States reduces the amount of federal funds available for this subaward, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, including **Exhibit B**, only outstanding incurred costs within the limits of the federal government of the United States provided financial assistance shall be eligible for reimbursement and the Subrecipient will be responsible for any outstanding incurred costs outside of the limits of the financial assistance provided by the federal government of the United States.

f. **Repayment of Funds.** Subrecipient shall repay to the City any CDBG-DR funds paid in excess of the amount to which Subrecipient is entitled, expended for Ineligible Costs, unsupported by adequate documentation, used in a manner that fails to meet a HUD National Objective (as required by 24 CFR 570.208), duplicative of other assistance, or otherwise disallowed by the City, HUD, the HUD Office of Inspector General, or any other authorized oversight authority. Repayment shall be made within thirty (30) days after written notice to Subrecipient unless otherwise agreed to by the City in writing.

g. **Return of Funds.** Upon expiration or earlier termination of this Agreement, or at such earlier time as directed by the City, the Subrecipient shall promptly return or transfer to the City any CDBG-DR funds on hand, including any unexpended advanced funds, cash balances, program income, interest earned to the extent required by applicable law, and any

other funds attributable to this Agreement.

6. **Records.**

a. **Project Costs.** Subrecipient shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Subrecipient and must be open to examination or audit by the City and the federal government of the United States for the longer of the following: (i) the Term of this Agreement, (ii) the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, or (iii) the applicable CDBG-DR records retention period. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by applicable Laws. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

b. **Reports**. The Subrecipient shall submit to the City such data, reports, records, contracts and other documents relating to the Project ("Project Documentation") as the City, HUD, the federal government of the United States, or any other applicable oversight authority may require, including any Project Documentation described in **Exhibit A** to this Agreement, the RFA, guidelines established by the City for the NPCSS Program ("NPCSS Program Guidelines") and any other Project Documentation necessary to enable the City to satisfy its CDBG-DR reporting obligations. The Subrecipient shall submit all required Project Documentation through the City's designated grants management system, or through such other format or system as may be required by the City. The Subrecipient shall comply with the reporting format, frequency, submission procedures, and documentation standards established by the City, as they may be amended from time to time during the Term in the City's sole discretion. Without limiting the foregoing, the Subrecipient shall report all performance metrics, beneficiary data, demographic information, service delivery data, financial assistance data, outreach data, provider network data, and other programmatic information required by the City. The City reserves the right to require additional reports, data, records, certifications, backup documentation, or other information at any time, including information necessary to support the City's reporting to HUD, monitoring of the Project, verification of eligible activities and beneficiaries, review of national objective compliance, duplication of benefits review, financial reconciliation, audit, or other CDBG-DR compliance requirements. The Subrecipient's failure to timely submit complete and accurate reports or supporting documentation in the form and manner required by the City may result in the City withholding payment, rejecting invoices or reimbursement requests, requiring corrective action, suspending performance, or exercising any other remedy available under this Agreement or applicable law.

c. **Closeout**.

i. The Subrecipient shall cooperate with the City in closing out this Agreement and the Project. Unless the City establishes an earlier deadline in writing, within thirty (30) days after expiration or earlier termination of this Agreement, the Subrecipient shall submit to the City, in form and substance

acceptable to the City: (i) a final invoice; (ii) a final financial reconciliation; (iii) a final performance report; (iv) final beneficiary, demographic, income, service-delivery, disaster tie-back, and national-objective documentation; (v) an inventory of all equipment, supplies, real property, intangible property, and other assets acquired, improved, or furnished in whole or in part with CDBG-DR funds; (vi) a report of any program income, accounts receivable, refunds, rebates, credits, recoveries, or other amounts attributable to CDBG-DR funds; (vii) copies of any unresolved audit, monitoring, insurance, litigation, or claim matters relating to the Project; and (viii) such other closeout documentation as the City may require.

ii. The Subrecipient shall liquidate all obligations incurred under this Agreement within the time required by 2 CFR Part 200 and City direction, provided that no obligation shall be eligible for payment unless it was properly incurred during the period of performance, is allowable, allocable, reasonable, adequately documented, consistent with the Project Budget, and otherwise compliant with this Agreement and applicable Laws. Closeout shall not affect the City's right to disallow costs, recover funds, require repayment, require corrective action, conduct monitoring, resolve audit findings, or enforce any surviving obligation.

d. **Access to Records, Personnel, and Project Sites**. Subrecipient shall permit the City, HUD, the HUD Office of Inspector General, the Comptroller General of the United States and any of their duly authorized representatives to have timely and reasonable access to books, documents, papers, electronic records, personnel, facilities, goods, services, and Project activity sites for audit, examination, excerpting, transcription, copying, monitoring, inspection, interviews, and other oversight purposes.

7. **Audits.** The administration of resources awarded through the City to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the City. The Subrecipient shall provide an independent audit of all Project 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. Additionally, Subrecipient is a non-Federal entity as defined by 2 C.F.R. Part 200, Subpart F as a subrecipient of a Federal award and is therefore subject to the requirements of 2 CFR Part 200 Subpart F, Audit Requirements. Without limiting the generality of the foregoing, in the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit C, Federal Financial Assistance (Single Audit Act)** to this Agreement identifies the Federal resources awarded through the City by this Agreement.

8. **Termination and Suspension.**

a. **Termination for Cause.** If, through any cause, the Subrecipient fails to fulfill in a

timely and proper manner its obligations under this Agreement, or if the Subrecipient violates any of the covenants, conditions or stipulations of this Agreement, the City will have the right to immediately terminate this Agreement by giving notice to the Subrecipient of such termination. Further, if the Subrecipient uses any funds provided by this Agreement for any purpose or expense other than authorized under this Agreement, the Subrecipient shall repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement. Notwithstanding the foregoing, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-recipient. In addition to the City's other rights and remedies and without limiting such other rights and remedies, the City may withhold any payments to the Subrecipient equal to the amount of damages incurred by the City as a result of the Sub-recipient's breach. If the amount of damages incurred by the City cannot immediately be determined, the City may withhold any payments to the Subrecipient equal to the estimated damages incurred by the City until such time as the exact amount of damages due the City from the Subrecipient is determined.

b. **Termination for Convenience.** This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to the Sub-recipient.

c. Suspension of Project Activities. In addition to, and without limiting the City's rights under subsections a. and b. above, if the City determines that the Subrecipient has failed to comply with this Agreement, applicable CDBG-DR requirements or applicable Laws, the City may, upon written notice to the Subrecipient, 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 CDBG-DR funds, ensuring Agreement compliance, addressing monitoring or audit findings, investigating suspected Agreement non-compliance, preventing the incurrence of Ineligible Costs, responding to a HUD directive or other oversight determination or requiring corrective action of the Subrecipient. During any period of suspension, the Subrecipient shall not incur additional costs, enter into new obligations, expend CDBG-DR funds, or continue suspended Project activities for which reimbursement or payment will be sought. Any costs incurred by the Subrecipient during a suspicion without the City's prior authorization in writing shall be incurred at the Subrecipient's sole risk.

9. **Contracts of the Sub-recipient.** The disbursement of funds to third parties (whether as a subaward or to a contractor or beneficiary) in connection with the performance and completion of the Project by Subrecipient under this Agreement is permitted; provided, however, that the Subrecipient may not enter into any lower tier third party contract, including any subaward agreement, financed in whole or in part with financial assistance under this Agreement without the prior written approval of the City. Subrecipient shall be solely responsible for ensuring that any person or entity receiving a subaward of the financial assistance provided hereunder ("Sub-subrecipient") and any contractor hired or used by Subrecipient in connection with the performance and completion of the Project ("Subrecipient Contractor") act in a manner consistent with and in accordance with the terms and conditions of this Agreement and applicable Laws, including, but not limited to, all CDBG-DR requirements, including the HCDA, 24 CFR Part 570, 2 CFR Part 200, the applicable Federal Register Notice(s), HUD guidance, the Action Plan, NPCSS Program Guidelines, and all other applicable federal, state, and local requirements. Subrecipient shall include in each agreement financed in whole or in part with financial assistance

under this Agreement all contract provisions required by applicable Laws. Subrecipient shall require every Sub-subrecipient and every Subrecipient Contractor to defend and indemnify the Indemnified Parties to the same extent as Subrecipient and obtain and maintain the same types and amount of insurance as Subrecipient is required to obtain and maintain, including naming the Indemnified Parties as additional insureds under such policies.

10. **Indemnification.**

a. Subrecipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Sub-recipient, its employees, agents, representatives, contractors, subcontractors, consultants or sub-consultants; or

(ii) The failure of Sub-recipient, its employees, agents, representatives, contractors, sub-contractors, consultants or sub-consultants to comply and conform with applicable Laws (as defined herein); or

(iii) Any negligent act or omission of Sub-recipient, its employees, agents, representatives, contractors, subcontractors, consultants, or subconsultants, whether or not such negligence is claimed to be either solely that of Sub-recipient, its employees, agents, representatives, contractors, subcontractors, consultants or subconsultants 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 Sub-recipient, its employees, agents, representatives, contractors, subcontractors, consultants or sub-consultants; or

(v) Sub-recipient's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

b. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Subrecipient pursuant to this Agreement or otherwise obtained by Sub-recipient, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

11. **Insurance.**

a. Subrecipient shall maintain the following minimum types and amounts of insurance throughout the term of this Agreement at its own expense:

(i) Commercial general liability insurance in an amount of at least One Million Dollars

($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy must include coverage bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.

(ii) Commercial automobile liability insurance of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

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

(iv) If the Project includes providing services to minors, Abuse and Molestation coverage in an amount of at least One Million Dollars ($1,000,000) per claim. This shall include coverage for bodily injury, mental anguish, and emotional distress arising from the actual, alleged, or threatened abusive behavior, conduct, verbal or nonverbal communication, molestation, or exploitation, whether for sexual gratification, discrimination, intimidation, coercion, or for any other purpose.

b. All of Sub-recipient's insurance policies, except Workers' Compensation, must name the Indemnified Parties as additional insureds.

c. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

d. Subrecipient shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Subrecipient shall provide copies of current policies with all applicable endorsements.

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

f. If the insurance carried by Subrecipient has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Subrecipient insurance limits are greater than the minimum limits set forth herein, then Sub-recipient's insurance limits are deemed to be the required limits in this Agreement.

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

h. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

12. **General Federal Requirements.** The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

a. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.** In performing the Project, the Subrecipient agrees to comply with all applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The Subrecipient may not enter into any lower tier third party contract, including any subaward agreement, financed in whole or in part with financial assistance under this Agreement without the prior written approval of the City.

b. **Beneficiary Data and Other Sensitive Information.** The Subrecipient is required to maintain data demonstrating client eligibility for Project activities. Such data may include, but not be limited to, beneficiary name, address, income level or other basis for determining eligibility, and description of activities provided. The Subrecipient must comply with 2 CFR Section 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy obligations and confidentiality.

c. **Procurement**. Subrecipient shall comply with 2 CFR 200.318 through 200.327.

d. **Use of Assets**. Equipment, fixed assets, supplies, intangible property, and other property purchased, improved, or acquired in whole or in part with CDBG-DR funds must be safeguarded, inventoried, insured, used only for authorized purposes, and managed and disposed of in accordance with 2 CFR 200.310 through 200.316, 2 CFR 200.439, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.505, the applicable Federal Register Notice(s), and City direction.

e. **Real Property.** Any real property under Subrecipient's control that is acquired or improved in whole or in part with CDBG-DR funds in excess of $25,000 shall be used to meet a CDBG national objective until five (5) years after expiration or termination of this Agreement, or for such longer period as required by law, HUD, the Action Plan, or the City. If the property is not used to meet a national objective during the required period, Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property less any portion attributable to non-CDBG-DR funds, as determined by the City.

f. **Program Income.** Subrecipient shall identify, account for, report, and remit or use program income only as directed by the City and in accordance with 24 CFR 570.500, 24 CFR 570.504, 24 CFR 570.502(a)(8), the applicable Federal Register Notice(s), the Action Plan, and City procedures. Net proceeds from disposition of equipment or other property purchased with CDBG-DR funds shall be treated as program income unless otherwise directed by the City or HUD.

g. **CDBG-DR Certifications and Assurances.** Subrecipient shall execute and comply with CDBG-DR certifications and assurances required by HUD, the City, the Action

Plan, the applicable Federal Register Notice(s), and this Agreement.

h. Duplication of Benefits. The Subrecipient certifies that it shall no carry out any Project activities in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 USC 5155 et seq.) and described within the Appropriations Acts and Federal Register Guidance ("DOB"). The Subrecipient must comply with HUD's requirements for DOB as described in the Federal Register Guidance (Section IV.A.1 – Grant Administration; Duplication of Benefits and HUD guidance (including HUD training materials), including specific Order of Assistance requirements as noted under Subsection XIII.D. Use of Funds and Order of Assistance. The Subrecipient shall carry out Project activities under this Agreement in compliance with any City procedures (including NPCSS Program Guidelines) to prevent DOB.

i. Title VI of the Civil Rights Act of 1964 (24 CFR Part 1) General Compliance. The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended, and 24 CFR 570.601 and 570.602, as applicable. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. As a condition to the execution of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the Project described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 24 CFR part 1.

j. Section 3 of the Housing and Urban Development Act of 1968. The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and its implementing regulations at 24 CFR Part 135. The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" as defined in 24 CFR 135.5.

k. Conflicts of Interest; Conduct. Subrecipient shall comply with 24 CFR 570.611, 2 CFR 200.318(c) and all applicable City conflict-of-interest requirements. Subrecipient shall maintain written standards of conduct and conflict-of-interest procedures, shall not permit any employee, officer, agent, consultant, elected or appointed official, or other person with a real or apparent conflict to participate in selection, award, administration, or benefit decisions, and shall promptly disclose any actual, potential, or apparent conflict to the City for review before proceeding. The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V

of the U.S.C.

l. Suspension; Debarment. The Subrecipient represents and certifies that neither it nor its principals, affiliates, officers, directors, managers, employees with responsibility for Federal award administration, contractors, subcontractors, subrecipients, or lower-tier participants are suspended, debarred, excluded, disqualified, or otherwise prohibited from participating in Federal awards or covered transactions. The Subrecipient shall maintain an active registration in SAM.gov, unless exempt, and shall immediately notify the City in writing of any change in its SAM.gov registration, Unique Entity Identifier, legal name, tax identification information, ownership or control, suspension or debarment status, or eligibility to receive Federal funds. The Subrecipient shall not enter into any lower-tier covered transaction using funds provided under this Agreement unless the Subrecipient has verified that the lower-tier participant is not suspended, debarred, excluded, disqualified, or otherwise prohibited from participating in Federal awards.

m. Federal Contract Provisions. Subrecipient acknowledges that Subrecipient's compliance with each applicable provision of the "City of St. Petersburg Federal Contracts Provisions Rider" attached to this Agreement as **Exhibit D** is an essential element of the Agreement.

n. Federal Certification and Assurances; Execution and Incorporation. The Subrecipient agrees to comply with and to certify compliance with all current federally required certifications and assurances for the grant program under which the federally funded subaward provided by this Agreement is made.

o. Performance Monitoring. In accordance with 2 CFR §200.332 (b), the City has performed a pre-award risk assessment of Sub-recipient. The results of the Subrecipient's pre-award risk assessment will be commensurate with the level and frequency of post-award monitoring activities by the City. The following post-award monitoring activities may be performed by City to ensure funds provided pursuant to this Agreement are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement; and that any performance metrics described in **Exhibit A** are achieved:

i. Reviewing required financial and performance reports prepared and submitted by Subrecipient to City.

ii. Performing desk and/or on-site review of the Sub-recipient's Project operations.

iii. Verifying that the Subrecipient is audited, where required by 2 CFR Part 200, Subpart F – Audit Requirements when it is expected that the Subrecipient's Federal awards expended during its respective fiscal year equal or exceed the threshold set forth in 2 CFR §200.501.

iv. Following up and ensuring the Subrecipient takes timely and appropriate action on all deficiencies, pertaining to the Agreement, detected through audits, on-site reviews, and other means.

v. Issuing a management decision for applicable audit findings pertaining to the Agreement as required in 2 CFR §200.521.

Based upon the results of the pre-award risk assessment and any post-award monitoring activities as defined above, the City may utilize the following monitoring tools and activities to ensure proper accountability and compliance with Project requirements and achievement of performance goals:

i. Provide Subrecipient with training and technical assistance on Project-related matters.

ii. Perform follow-up desk and/or on-site reviews of the Subrecipient's Project operations.

iii. Consider whether the results of the Subrecipient's audits, on-site-reviews, or other monitoring indicate conditions necessitating adjustments to City's own records.

Notwithstanding any access to record requirements contained elsewhere in this Agreement, Subrecipient agrees to cooperate and participate with the above monitoring activities and tools conducted by the City to include, but not limited to, providing access to Subrecipient's records and financial statements, as necessary, for City to meet these monitoring requirements.

In the event of City's determination of noncompliance by Subrecipient as it relates to Subrecipient's performance under the Agreement, the City may take enforcement action steps in accordance with this Agreement.

13. **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.

14. **Miscellaneous Provisions.**

a. **Compliance with Laws.** Subrecipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, the orders and decrees of lawful authorities having jurisdiction over the matter at

issue, including but not limited to the HCDA, 24 CFR Part 570, 2 CFR Part 200, applicable HUD notices, waivers, alternative requirements, HUD guidance, the Action Plan, the City's CDBG-DR policies and procedures, and the City's CDBG-DR award terms and conditions (collectively, "Laws") Subrecipient hereby makes all certifications required under Florida Statute section 287.135.

b. **Compliance with Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 Florida Statutes. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

c. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

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

e. **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.

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

g. **Governing Law.** 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.

h. **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.

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

CITY:

City of St. Petersburg
Department: Housing and Neighborhood Services Administration
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7901
Attention: Jess Riedel, Special Projects Manager

SUB-RECIPIENT:

Pinellas Ex-Offender Re-Entry Coalition, Inc. d/b/a People Empowering and Restoring Communities (PERC)
12810 US Hwy 19 N Suite 1
Clearwater, Florida 33764

Attention: Michael Jalazo

l. **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.

m. **Agreement not Assignable.** Subrecipient shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement

contrary to this paragraph is void and confers no rights upon the assignee.

n. **Amendments.** This Agreement may be amended only in writing executed by the Parties.

o. **Survival**. Notwithstanding the expiration or earlier termination of this Agreement, this Agreement shall remain in effect during any period in which the Subrecipient has custody, possession, or control of any CDBG-DR funds or other assets (such as program income) attributable to this Agreement. The Subrecipient's obligations relating to records, reporting, audits, monitoring, access to records, repayment, closeout, program income, return of funds, confidentiality, public records, indemnification, insurance, corrective action, and compliance with applicable CDBG-DR requirements shall survive expiration or earlier termination of this Agreement.

15. **Exhibits**.

Exhibits: The following Exhibits are attached and incorporated into this Agreement:

Exhibit A: Project
Exhibit B: Project Budget

Exhibit C: Federal Financial Assistance (Single Audit Act)
Exhibit D: Federal Contract Provisions Rider
*Additional Exhibit(s)

*** Indicates that the Exhibit is only attached and incorporated if identified.**

[signatures on following page]

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

SUBRECIPIENT:

By: _____

Print: _____

Title:_____

CITY OF ST. PETERSBURG, FLORIDA: **ATTEST**

(SEAL)

By: _____

Print:_____

Title: _____

_____
City Clerk (Designee)

Approved as to Form and Content:

_____
City Attorney (Designee) 00929226

EXHIBIT A

Project

1. Background

In order to holistically and strategically support the long-term recovery of the community, the City issues this mental health-focused RFA to create an ecosystem of interconnected service provision that wraps support around residents who need care the most. This is not a grantmaking opportunity where organizations apply to meet their individual needs; this is a solicitation where the City is procuring a specific set of services to meet the needs of city residents.

In the wake of disasters, there has been recognition of the importance of providing access to local providers who can respond in real time to emergency challenges facing residents. Community-based intervention services are a key element to addressing barriers to access that residents experience when in crisis. The increased stigma related to mental health and social services coupled with barriers to accessing these services increase negative outcomes in the social determinants of health. Community-based, trauma-informed mental health and wraparound services meet individuals in an environment where they are comfortable, provides relief quickly, and provides appropriate care and support by local organizations who are known and trusted by the community.

The need for mental health care and wraparound support has increased in the face of residents still struggling to recover from back-to-back devastating hurricanes in 2023 and 2024, increasing housing costs and overall affordability issues further exacerbated by the storms, and other myriad issues contributing to the rise in mental health conditions across the country. The services outlined in this RFA are designed to address these increased needs and support city residents on their journey to long-term recovery as a community. By conducting intentional outreach to connect residents to care, providing an open door to a streamlined intake process and case management support, and enrolling residents directly into clinical mental health services, the City aims to bridge the gap in access to critical support services needed for community-wide healing and recovery.

This model is informed by lessons learned from separate initiatives the City has operated previously. One such example is the Community Support Hubs program, which the City launched with American Rescue Plan Act (ARPA) funding from the U.S. Department of Treasury. Since 2023, the Community Support Hub team has learned many important lessons while doing this essential work of serving residents by meeting them where they are, providing quality care, and making connections where clients need to go next. ARPA funds terminate on 12/31/2026, bringing this phase of the Community Support Hub to a close. The Hub has served over 1,000 residents, providing healing and connective care through care management, outreach, and clinical mental health support. While similar services as outlined below have been funded by the City previously, key considerations demonstrate that activities under this current funding opportunity do not supplanting existing funds. As ARPA funds terminate prior to the activities under this current RFA, there is no supplanting of funds by using CDBG-DR funds. CDBG-DR funds will not be disbursed until ARPA funds are fully expended. If CDBG-DR funds did not exist, the Community

Support Hub would end, demonstrating that this is not a matter of replacing other continuing funding sources with CDBG-DR. Additionally, the model outlined below is a distinct, new program based on the Hub model but revised and expanded based on lessons learned, the specific emerging needs resulting from the qualifying disasters, and in alignment with CDBG-DR regulations instead of ARPA SLFRF regulations. Under ARPA, the Community Support Hub program targeted specific zip codes based on pandemic impacts within the city. In this current funding opportunity, services are expanded to have a more citywide presence with targeted outreach focusing on areas disproportionately impacted by the hurricanes. This funding opportunity is a new open, competitive solicitation, further demonstrating that this is not a routine continuation of existing efforts as new partners may enter the non-profit partnership makeup.
The funds provided to the Subrecipients under these Agreements shall be used to establish an ecosystem of services that have their own individual purposes and scope but also work in conjunction with one another: clinical mental health services, case management, and assertive outreach (i.e. the Core Services). The overall vision of the model, each service type, and associated responsibilities are outlined below.

2. Model

In this model, the vision is that the case management organization serves as the center of the Program wheel: responsible for client intake, wrapping support around each client via the case management team, ensuring streamlined enrollment into clinical mental health services, and orchestrating coordination between all spokes of the wheel in this ecosystem of care. This case management organization does not oversee the other partner organizations conducting outreach and mental health services but is responsible for facilitating the operational partnership between the selected organizations.

The clinical mental health services organization is made up of several different clinical providers, either through the organization's own clinicians on staff or through vendor partnerships with outside clinicians. These clinicians conduct assessments, counseling sessions, psychiatric care, medication management, and other clinical mental health care service types. The case management team will be able to directly enroll clients into these mental health services. The mental health services organization will assign providers to clients based on client need, client preference, and requested or indicated modality based on the issues the client wants to work on.

In addition to providing mental health services to clients one on one, there are times when clinicians will be asked to provide on-site support in the community or at the Program site – whether after a significant crisis in a neighborhood, at a community event where attendees may need extra support, or other situations where having a clinical presence on-site is deemed necessary for community recovery and safety. The organization responsible for administering the mental health services will coordinate with providers to secure on-site presence, in partnership with the case management organization and assertive outreach organization to determine when those needs arise.

The assertive outreach team also works in concert with the other partner organizations to determine high-need areas that need outreach support and to identify when Program clients need to be re-engaged. This team conducts assertive outreach, which means they conduct intentional, empathetic engagement through a proactive approach that meets individuals with barriers to services where

they are within the community. This team is responsible for connecting residents to programs and services in a way that feels safe, welcoming, and accessible.
While operating under separate agreements with the City, the intent and requirement is that these organizations administering each core service work together to best serve each client's needs, coordinate between each other for case conferencing and overall service provision, while maintaining the high level of care that they are each known for in their areas of expertise. It is imperative that the selected organizations are able to work together in an authentic and mission-driven way.

3. Core Services

The Subrecipient subject to this agreement is responsible for the following two (2) Core Services: Case Management and Assertive Outreach:

3.1. **Core Service: Case Management**

The selected case management (CM) organization serves as the center of the Program ecosystem and is responsible for:

- Conducting intake for all new clients.
- Conducting needs assessments with clients and determining their service plan.
- Completing required intake verifications for clients, such as identification checks, income qualification, and citizenship status verification outlined below.
- Assigning clients to a case manager, who walks alongside each client to connect them to Core Services and other community resources, ensuring their needs are addressed and supported.
- Overall partnership facilitation and meaningful engagement with the assertive outreach and mental health service organizations, to ensure the spokes of the wheel are working together to serve the community as intended.
- Staying informed and up to date on local resources, programs, and activities that meet the needs of clients receiving case management services.
- The provision of emergency financial assistance, described below.
- Maintaining and operating the public-facing pathways to entry for clients:
    - Physical location for clients to walk in – this may be a full dedicated site, or a co-located space within another organization's facility.
        - Responsible for staffing the site at an appropriate level for the number of clients on site each day, supporting staff if an incident occurs, and providing skilled supervision to staff on site during operating hours.
    - Phone number
    - Website
- Tracking and reporting data required by HUD and the City.
- Financial reporting and invoicing.

3.1.1. Case Management Approach

There are a variety of ways that organizations conduct case management. This Program's approach to case management is to assist clients with accessing services and support in a complex system

of care, in a way that looks at the whole person versus individual components. As described in the Trauma Recovery Center model, it looks at the big picture and takes an ongoing role in service coordination.

The approach of providing case management services to residents through this Program goes beyond linking clients to resources and providing referrals. It looks like calling a resource for or with your client, helping to make the appointment, supporting them getting to the appointment, following up with the client and provider to see how it went. It requires warm hand-offs and a person-centered lens that truly meets the client where they are in that moment. It is the warm feeling of "I got you" instead of handing them a list of phone numbers they need to call and figure it all out for themselves.

3.1.2. Emergency Financial Assistance

For CDBG-DR, HUD allows limited provision of emergency financial assistance. As outlined in HUD regulations 570.207(b)(4):

> "***Income payments.*** The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, "income payments" means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family."

While not a main focus of the Program, there are instances when clients being served experience financial hardship, are at risk of displacement and instability, which further exacerbate mental health issues and prevents recovery. Even more so, it is understandably difficult for residents to think about what type of big picture help they might need if they will be evicted tomorrow, aren't sure how they are going to feed their family, or if their utilities are already shut off. As such, there is allowability for providing emergency financial assistance directly to third-party providers on behalf of Program clients to prevent displacement and destabilization. Organizations applying to provide case management services must include emergency financial assistance in their submitted proposal and budget.

The City will assist the selected case management organization in setting up the appropriate process for these payments to ensure compliance with HUD regulations, including the provision that full income verification (not self-attestation) must be completed prior to providing this type of assistance. Duplication of benefits checks must also be conducted for each client receiving this assistance, to ensure they have not received financial assistance previously for the same period and purpose.

3.1.3. Client Verification Requirements

Organizations awarded CDBG-DR funds must comply with all applicable federal regulations. Key responsibilities related to HUD-required client verifications are outlined below, to ensure that applicant organizations understand the scope of documentation and verification required to serve individual beneficiaries (the organization's clients served as part of this Program). These client verifications are the responsibility of the case management organization conducting intake.

- Identity Verification:
    - Clients served by the Program will be required to submit a valid photo identification, in compliance with the NPCSS Program Guidelines.
- Citizenship Verification
    - Per federal requirements, assistance is limited to U.S. citizens and qualified aliens as defined in 8 U.S.C. § 1641. Accordingly, the Program may require participating nonprofits to collect documentation from direct beneficiaries to verify citizenship or qualified alien status.
    - The Program may, to the extent required by applicable law, use the Systematic Alien Verification for Entitlements (SAVE) system, or an equivalent verification system approved by the federal government, to prevent any federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- Income Verification
    - In accordance with the Urgent Need National Objective, income verification is not required for individual clients as beneficiaries, except when the Program provides Emergency Financial Assistance payments (outlined below).
- Income Verification and Duplication of Benefits (DOB) for Emergency Financial Assistance
    - When providing emergency assistance payments in accordance with Section III.D.5.g of the Universal Notice, the Case Management organization will be required to complete a full income verification using the IRS 1040 method (outlined in the Program Guidelines and RFA) with Program clients prior to issuing such assistance. This requires an individual Duplication of Benefits review to ensure the client does not receive other types of funding for the same purpose. The City will assist the selected organization in setting up policies and procedures to ensure compliance with these requirements.

3.2. Core Service: Assertive Outreach

A principle of the Trauma Recovery Center model, assertive outreach is a proactive method of meeting clients with barriers to accessing services where they are in the community. Assertive outreach is meant to connect the community to the Program's services, build trust, and cultivate a relationship with community members that makes access to service feel safe and inviting.
Assertive outreach through this model engages the community in a variety of ways:

- Going into the community and engaging with individuals anywhere they may be. This can range from their homes to the corner store or a laundromat.
- Providing needed support after a significant event occurs that may have a direct impact on the wellness of those that reside in the community (e.g., natural disaster, a shooting, violent crime).
- Attending and/or holding an outreach event that invites the community to gather.
- As a means of re-engaging Program clients who initially presented for services but lost contact before resolving their needs.

Assertive outreach staff are not solely conduits for sending clients to the Program's door but are

knowledgeable members of the community who know where resources are and can point residents in the right direction. Mental health care isn't only about clinical services and connection to social services. Sometimes care looks like knocking on a door during a neighborhood canvass, hearing about their needs, connecting them directly to the Program, but also telling a family about the City's summer programming and rec center activities for a pre-teen who needs a productive activity after struggling with the loss from the storms. This type of effort also builds rapport and trust in the Program team, so residents know they can call when any other need for support arises in the future.

The organization responsible for administering the Assertive Outreach portion of this Program is responsible for:

- Conducting outreach activities that successfully engage residents, such as door knocking and canvassing, attending community events, building relationships with other community organizations, providing support on site after significant events, etc.
- Staying informed and up to date on local resources, programs, and activities that are beneficial for residents to hear about when engaging them during outreach activities.
- Meaningfully engaging in partnership with the case management and provider network organizations, to ensure the spokes of the wheel are working together to serve the community as intended.
- Providing skilled oversight and training to the outreach team.
- Tracking and reporting data required by HUD and the City.
- Financial reporting and invoicing.

4. Data and Reporting Requirements

4.1. HUD-Required Data

The City is required to submit Quarterly Performance Reports to HUD; with specific metrics it must include in the report per activity type. For the NPCSS Program, the following metrics must be reported by the awarded agencies:

- Number of Persons Served
    - Number of Persons Served who are Low Income (0-50% AMI)
    - Number of Persons Served who are Moderate Income (51-80% AMI)

Additional data reporting requirements are listed below. The City reserves the right to request additional data at any time.

4.2. Additional Reporting Requirements

The following data points are required by the City to be reported monthly by the organization awarded for each core service:

- Case Management data
    - Intake
        - Number of inquiries (all individual inquiries to the Program, including non-St. Petersburg residents who are not eligible to be served under the Program)

        - Number of clients served
        - Demographic information
        - Referral pathway (walk-in, phone, website)
        - Referral source, if reported
    - Service data
        - Needs assessments conducted and percentage of needs indicated by category
        - Warm hand-offs for services completed by service type
        - Client impact stories (anonymized)
    - Emergency financial assistance – amounts paid and cost category
    - Client satisfaction survey data conducted at periodic intervals

- Assertive Outreach data
    - Number of and location of client engagements using spatial location (such as Survey123)
        - When spatial location is unavailable/not applicable based on the outreach type, submission of data roll-up with type of contact and number of residents engaged
    - Number of, location, and type of significant event engagement, including how many residents engaged
    - Number of and location of outreach events attended, including how many residents engaged
    - Number of and location of follow-ups to active clients
    - Number/percent clients that were reconnected to services after a period of disengagement

EXHIBIT B

Project Budget

BUDGET AND BUDGET NARRATIVE

Organization Name: **Pinellas Ex-Offender Re-entry C**

Total Amount of Request: **$ 896,990.26**

REMINDER: You must submit a budget that does not exceed the total cap per each Core Service type. If an organization is applying to administer multiple Core Services, the submitted budget must not exceed the combined total of both Core Service award caps.
- Case Management award: up to $725,000
- Assertive Outreach award: up to $175,000
- Clinical Mental Health Services award: up to $350,000

You MUST break out the budget into sections outlining which costs are related to each Core Service, even personnel costs tied to administrative oversight. Only fill in the number of sections needed to cover each Core Service for which you are applying.

You can edit/add rows, columns, descriptive categories as needed - just make sure any formulas are accurately calculating your totals before you submit.

CORE SERVICE 1:	***Case Management***					
PERSONNEL EXPENSES					**TOTAL**	**BUDGET NARRATIVE**
Direct Personnel Expenses	**Annual Salary Rate**		**% Effort**	**$**	**261,280.00**	
CM Program Director / Site Lead		66000	0.5	$	33,000.00	Salaried role. $66,000 annual at 1.0 FTE, charged at 0.50 FTE = $33,000. Basis: site leadership, skilled supervision of case management staff, service-plan quality review, and Emergency Financial Assistance eligibility approval. The remaining 0.50 FTE is paid by PERC for other organizational and program responsibilities and is not charged to this award; the split is documented through PERC's per-pay-period time and effort records by program and by employee.
Case Manager (3 positions)		47840	3	$	143,520.00	Hourly role. $23.00/hour x 2,080 hours = $47,840 per position at 1.0 FTE; 3 positions = 300% effort = $143,520. Basis: PERC current scale for this role. Three positions sized against the City planning estimate of ~750 new clients/year (Q&A #19) under the tiered caseload model at question 4.1.
Case Management / Outreach Supervisor		60000	0.65	$	39,000.00	Salaried role. $60,000 annual at 1.0 FTE, charged 0.65 FTE = $39,000. Same individual is charged 0.35 FTE to Assertive Outreach for a combined 1.0 FTE, deliberately structured so one person owns the outreach-to-intake hand-off across both Core Services.
Intake / Reception Coordinator		45760	1	$	45,760.00	Hourly role. $22.00/hour x 2,080 hours = $45,760 at 1.0 FTE. Basis: the RFA requires the walk-in site staffed throughout operating hours. Owns inquiry logging (a required data element distinct from clients served) and the document collection underlying EFA eligibility determination.
Fringe Benefits for Direct Personnel	**% Benefit Rate**		**Salary Paid by Grant**	**$**	**73,158.40**	
Fringe – CM Program Director / Site Lead	**0.28**		**$ 33,000.00**	$	9,240.00	Fringe is calculated at 28% for full-time positions and 14% for part-time, applied to actual salary charged at the budgeted level of effort. A full-time equivalent is 2,080 hours. Rate covers payroll taxes, health coverage, and retirement.
Fringe – Case Manager / Navigator (3 positions)	**0.28**		**$ 143,520.00**	$	40,185.60	
Fringe – CM / Outreach Supervisor	**0.28**		**$ 39,000.00**	$	10,920.00	
Fringe – Intake / Reception Coordinator		28%	45760	$	12,812.80	
SUBTOTAL PERSONNEL EXPENSES				**$**	**334,438.40**	

NON-PERSONNEL DIRECT EXPENSES	RATE	# OF UNITS	TOTAL	BUDGET NARRATIVE
Travel to HUD-required Training			$ 5,000.00	Required line item. Travel to HUD/OIG-required trainings for CDBG-DR subrecipients. Per RFA Section 7.5, a multi-service applicant includes this once; it appears here on the Case Management side only and is allocated from within the Case Management cap.
Emergency Financial Assistance			$ 255,000.00	*Rent and arrears to prevent eviction $170,000 (~106 households at ~$1,600, one month standard); utilities facing disconnection $57,000 (~163 households at ~$350); move-in first month and deposit $14,000 (5 households at ~$2,800); other HUD-eligible emergency needs $14,000 (~47 households at ~$300). Approximately 321 households annually. Average assist sizes are set from PERC operating experience with actual Pinellas County rent and utility reconnection costs. All payments are made to third-party providers on behalf of clients under 24 CFR 570.207(b)(4); no payment is made to a client. Excluded from the indirect base as participant support cost.*
Occupancy – Utilities			$ 3,436.00	PERC owns 1601 16th Street South and charges no rent to this award. Consistent with 2 CFR 200.465 the budget carries actual costs of ownership allocable to the Program. Actual water, sewer, and electricity for the Program share of the facility, allocated on a square-footage basis substantiated by the Pinellas County Property Appraiser record (parcel 25-31-16-80280-000-0060).
Occupancy – Telecommunications			$ 2,315.00	Actual telephone and data service for the site, which the RFA requires in order to operate a staffed Program phone line as one of the three required entry pathways. Allocated on the same square-footage basis.
Occupancy – Property insurance			$ 6,352.00	Actual property coverage allocable to the Program share of the facility, allocated on the same square-footage basis.
Occupancy – Facility maintenance			$ 17,683.00	Actual routine repair and maintenance of the Program space, including janitorial, HVAC service, and non-capital repairs, allocated on the same square-footage basis.
Client record / case management system			$ 10,000.00	Licensing, configuration, hosting, and support for PERC's client record platform, which PERC designed and owns rather than licensing from a vendor. Configured so that every monthly data element required by RFA Section 5.4.2 is captured as a structured element at the point of service rather than reconstructed at month end. No per-seat license cost is charged to the award.
Computers / technology			$ 3,000.00	Workstations for Program staff, plus the computer and printer for the client-use station described at question 4.5, where residents can make their own calls, complete online applications, and print documents. Supplies below PERC's capitalization threshold; no equipment or durable goods are purchased, consistent with RFA Section 1.2.2.
Office supplies and printing			$ 6,000.00	Consumables for a walk-in site producing client-facing documents, service plans, and Emergency Financial Assistance eligibility files.
Furniture / client-comfort furnishings			$ 2,000.00	Seating, and privacy furnishings for the intake rooms. Supplies below PERC's capitalization threshold.
Cell phones			$ 3,000.00	Mobile service for case management staff conducting field accompaniment, provider visits, and home or hospital contact.
Professional liability insurance			$ 7,000.00	Coverage against the Subrecipient Agreement §11 schedule. PERC's current certificate already meets or exceeds the §11 floor on commercial general liability, commercial automobile, and abuse and molestation coverage; workers compensation is carried through PERC's professional employer organization at $1,000,000 employers liability.
Community events / marketing / website			$ 6,000.00	The RFA requires the Case Management organization to maintain a Program phone number and a public website as entry pathways in addition to the walk-in site, and the City's Website Requirements policy imposes specific content obligations.
SUBTOTAL DIRECT EXPENSES			**$ 326,786.00**	
INDIRECT COST			$ 60,933.66	15% de minimis indirect cost rate under 2 CFR 200.414. PERC holds no negotiated indirect cost rate agreement; the de minimis election is documented in the Notes to PERC's FY2025 Schedule of Expenditures of Federal Awards. Applied to a Modified Total Direct Cost base of $406,224.40 = total direct costs of $661,224.40 less $255,000 of Emergency Financial Assistance excluded as participant support cost under 2 CFR 200.1. This budget contains no rental cost. Interest is excluded from both direct charges and the indirect base, consistent with 2 CFR 200.449.
CORE SERVICE 1 - BUDGET TOTAL			**$ 722,158.06**	

CORE SERVICE 2:	*Assertive Outreach*				
PERSONNEL EXPENSES				**TOTAL**	**BUDGET NARRATIVE**
Direct Personnel Expenses	**Annual Salary Rate**		**% Effort**	**$ 104,200.00**	***Note: Direct Personnel Expenses lines should only be used for expenses paid to employees that have payroll taxes withheld. (Please use Contractual/Professional Services lines to report payment to individuals or organizations paid for program support or other services).***
Outreach Supervisor	60000		0.35	$ 21,000.00	Salaried role. $60,000 annual at 1.0 FTE, charged 0.35 FTE = $21,000. Same individual as the Case Management / Outreach Supervisor, charged 0.65 FTE there, for a combined 1.0 FTE across both Core Services.
Outreach Worker (4 part-time positions)	41600		2	$ 83,200.00	Hourly role. $20.00/hour x 2,080 hours = $41,600 per position at 1.0 FTE; 4 positions at 0.50 FTE each (20 hours/week) = 200% effort = $83,200. Four part-time positions rather than two full-time is deliberate: it allows broader neighborhood coverage, two-person fielding for safety, and evening and weekend scheduling. All positions are payroll employees rather than contractors.
Fringe Benefits for Direct Personnel	**% Benefit Rate**	**Salary Paid by Grant**		**$ 17,528.00**	***Can include: health care, retirement benefits, group-term life insurance coverage, etc.***
Fringe – Outreach Supervisor	**0.28**	**$ 21,000.00**		$ 5,880.00	Fringe is 28% for the full-time-equivalent salaried supervisor and 14% for part-time positions, applied to actual salary charged at the budgeted level of effort.
Fringe – Outreach Workers (4 part-time positions)	**0.14**	**$ 83,200.00**		$ 11,648.00	
SUBTOTAL PERSONNEL EXPENSES				**$ 121,728.00**	
NON-PERSONNEL DIRECT EXPENSES	**RATE**	**AMOUNT**		**TOTAL**	**BUDGET NARRATIVE**
Mileage – outreach staff				$ 4,000.00	Vehicles are already owned by PERC (audited property and equipment at 9/30/2025 carries $140,410 in vehicles); only fuel and mileage on owned vehicles are charged. No vehicle purchase is requested. Consistent with established practice under the current City-funded program.
Marketing / tabling / canvassing supplies				$ 4,500.00	Materials for the canvassing, tabling, and recurring fixed-presence activities required under RFA Section 5.2.3.
Cell phones (5 staff)				$ 2,400.00	Mobile devices are a field safety requirement under the check-in and route-plan protocol described at question 5.4, and are the capture device for spatially located Survey123 engagement data.
Planned community events				$ 3,000.00	Significant-event response and community-presence activity required under RFA Section 5.2.3.
Liability insurance				$ 2,000.00	Coverage allocable to the Assertive Outreach Core Service against the Subrecipient Agreement §11 schedule.
Survey123 licensing and configuration				$ 12,000.00	The City names Survey123 as the expected tool for spatially located client engagement data under RFA Section 5.4.2. PERC already runs Survey123 in the field today, so this continues an established workflow rather than building a new one.
Outreach supplies				$ 2,400.00	Small-dollar consumables outreach workers carry into the field so that a resident's immediate ask can be met on the spot rather than deferred — bottled water, snacks, phone charging, hygiene kits, and infant and household supplies — as described in the four-step response at question 5.1. Meeting a small ask is the mechanism by which the team earns the larger conversation. Consumable supplies below PERC's capitalization threshold; no equipment or durable goods are purchased, consistent with RFA Section 1.2.2.
SUBTOTAL DIRECT EXPENSES				**$ 30,300.00**	
INDIRECT COST				$ 22,804.20	15% de minimis indirect cost rate under 2 CFR 200.414, applied to the full direct base of $152,028.00. Assertive Outreach carries no Emergency Financial Assistance and no rental cost, so total direct costs are the Modified Total Direct Cost base.
CORE SERVICE 2 - BUDGET TOTAL				**$ 174,832.20**	

EXHIBIT C

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

HUD CDBG-DR Grant Number / FAIN: B-25-MU-12-0002

Federal Awarding Agency: U.S. Department of Housing and Urban Development
Pass-Through Entity: City of St. Petersburg, Florida
Federal Register Notice(s) / Public Law(s): FR-6512-N-01
Subaward Period of Performance: December 1, 2026 to November 30, 2027
Total Federal Funds Obligated by this Agreement: $896,990.26
Total Federal Funds Obligated to Subrecipient: $896,990.26
***Award Amount:** $159,884,000

Indirect Cost Rate: de minimis rate (per 2 CFR 200.414(f), as may be amended from time to time)

****Award is for R&D:** Yes ____ No __X___

*The federal award amount may change with amendments.
**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

The Federal Funding Accountability and Transparency Act, 2 CFR Part 170, and applicable reporting through the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS), including reporting of first-tier subawards that meet or exceed the applicable federal reporting threshold, unless an exemption applies.

EXHIBIT D

FEDERAL CONTRACT PROVISIONS RIDER

The following provisions are incorporated into the Agreement. For purposes of this Exhibit, any reference to "the contract" refers to this Agreement, any reference to "contractor" or "Contractor" refers to the "Subrecipient" and any reference to services to be performed pursuant to the Agreement refers to the "Project".

1. **Remedies**. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of the Contract, along with such sanctions and penalties as appropriate, are addressed in the contract.

2. **Termination for Cause and Convenience.** Termination for cause and for convenience by the City, including the manner by which it will be effected and the basis for settlement is addressed in the contract.

3. **Equal Employment Opportunity.** If the Agreement meets the definition of "federally assisted construction contract" in 41 C.F.R Part 60 1.3, the provisions of this section 3 apply:

   During the performance of this Agreement, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agreement may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act**; **Copeland Anti-Kickback Act.**

A. If the contract is subject to the Davis-Bacon Act, the following provisions apply:

i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

iii. Contractors are required to pay wages not less than once a week.

B. If the contract is for construction or repair work above $2,000 and the Davis-Bacon Act applies, the following provisions also apply:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses in sections (2)(i)-(ii) of this Section 4 may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. **Contract Work Hours and Safety Standards Act.** If this Agreement has a total contract amount in excess of $100,000 and involves the employment of mechanics or laborers, the provisions of this section 5 apply:

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph a of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.

c. *Withholding for unpaid wages and liquidated damages.* The applicable Federal agency or loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section

6. **Rights to Inventions Made Under a Contract or Agreement.** If this contract involves a funding agreement for the performance of experimental, developmental or research work, the provisions of this Section 6 apply:

    1. Definition. For purposes of this section F, a "funding agreement" is any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
    2. Certification. The City may require the contractor to certify that it is either a small business firm or a nonprofit organization and may require the contractor to furnish evidence to establish its status as such.
    3. Clauses. The standard patent rights clauses identified in 37 C.F.R. 401.14 are deemed incorporated into the funding agreement.

7. **Environmental Protection.** If the total contract amount for this Agreement is in excess of $150,000, the provisions of this section 7 apply:
   The Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the U.S. agency or agencies funding this Agreement and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.

8. **Debarment and Suspension.**

a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Accordingly, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

1. Contractors who apply or bid for an award of $100,000 or more shall file the required certification described in 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
2. If applicable, contractors must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name & Title of Contractor's Authorized Official

_____
Date

10. **Procurement of Recovered Materials.** If the contract involves the use of materials, the provisions of this section 10 apply:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

i. competitively within a timeframe providing for compliance with the contract performance schedule;
ii. meeting contract performance requirements; or
iii. at a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

1. Definitions.

i. As used in this section 11, the term "covered telecommunications equipment or services" means any of the following:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

c. Telecommunications or video surveillance services provided by such entities or using such equipment;

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

ii. For the purposes of this section 11, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. Prohibitions. The Contractor shall not obligate or expend any funds provided by the City under the contract to:

i. Procure or obtain covered telecommunications equipment or services;

ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

12. **Domestic preferences for procurements.**

a. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

i. ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. ASFH **with small and minority businesses, women's business enterprise and labor surplus area firms (2. C.F.R. §200.321).** The Contractor, if subcontracts are to be let, should ensure, when possible, that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

14. **Access to Records by Federal Government.**

    The Contractor will make available to the City and HUD or their authorized representative any documents, papers or other records, including electronic records, of the contractor that are pertinent to this contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue for a period of five years after completion of Project and final payment by the City.

    The City and HUD shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of Contractor's Project operations.

15. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

16. **Civil Rights Compliance.** Contractor shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) and its implementing regulations; and The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.) and its implementing regulations.

SUNRISE
ST. PETE

CITY OF ST. PETERSBURG

CDBG-DR NON-PROFIT COMMUNITY SUPPORT SERVICES PROGRAM

REQUEST FOR APPLICATIONS (RFA): MENTAL HEALTH SERVICES

Version 1.0

07/24/2026

VERSION CONTROL

Version Number	Date	Summary of Changes	Approved By
1.0	07/24/2026	Original version	A. Phillips

TABLE OF CONTENTS

Version Control i
Table of Contents ii
1.0 Introduction 1
1.1 Authorization & Funding 1
1.2 CDBG-DR Requirements 2
1.2.1 Eligible Activities 2
1.2.2 Ineligible Activities 2
1.2.3 National Objectives 3
1.2.4 Geographical Area 3
2.0 Tie-Back to the Disaster 4
3.0 Program Overview 6
3.1 Funding Available 6
3.2 Period of Performance 6
4.0 Eligibility Criteria 7
5.0 Scope of Work 8
5.1 Model 9
5.2 Core Services 10
5.2.1 Case Management 10
5.2.2 Clinical Mental Health Services 11
5.2.3 Assertive Outreach 13
5.3 Client Verification Requirements 14
5.3.1 Identity Verification 14
5.3.2 Citizenship Verification 15
5.3.3 Income Verification 15
5.4 Data & Reporting Requirements 16
5.4.1 HUD-Required Data 16
5.4.2 Additional Data Requirements 16
6.0 Application Structure 18
6.1 Single Organization Applications 18
6.2 Group Applications 18

7.0 Application Process 19
7.1 Timeline 19
7.2 Pre-Proposal Info Session 20
7.3 Application Question & Answer Period 20
7.4 Cone of Silence 20
7.5 Required Documents 21
8.0 Review & Selection Process 23
8.1 Completeness & Eligibility Review 23
8.2 Review Committee 23
8.3 Duplication of Benefits Check 23
8.4 Notice of Award 23
8.5 Appeals 24
8.6 City Council Approval 25
8.7 Subrecipient Agreements 25
9.0 Next Steps 26
Appendix A – Scoring Rubric .....
Appendix B – Subrecipient Agreement .....

1.0 INTRODUCTION

The City of St. Petersburg (the City) is issuing a competitive Request for Applications (RFA) to award U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) funds through the City's Non-Profit Community Support Services (NPCSS) Program. The NPCSS Program (also referred to as 'the Program') is built to strengthen the community by helping nonprofits offer the care and support people need after disaster, so residents can recover and prepare for the future.

This RFA, the first in a series of funding opportunities under the NPCSS Program, is specifically focused on identifying subrecipients who will provide mental health and wraparound support services as described in this document. This is not a grantmaking opportunity where organizations apply to meet their individual needs; this is a solicitation where the City is procuring a specific set of services to meet the needs of city residents.

Please see the Program Guidelines available at www.SunriseStPete.org for additional information and guidelines that are in effect for all awards funded under the NPCSS Program. This RFA will focus more narrowly on technical criteria related to the mental health-focused award and incorporate overarching requirements by reference.

1.1 AUTHORIZATION & FUNDING

HUD announced that the City will receive $159,884,000 in CDBG-DR funding to support long-term recovery efforts following Hurricanes Idalia and Helene (Disaster Declarations DR 4734-FL and DR 4828-FL, respectively).

To meet disaster recovery needs, the statutes governing CDBG-DR funds impose additional requirements, and HUD may modify existing rules to enhance flexibility and facilitate a quicker recovery. The $159,884,000 in allocated funds were made available through the Disaster Relief Supplemental Appropriations Act, 2025 (Public Law 118158), with requirements published in the Universal Notice at 90 FR 1754, as revised on April 5, 2025, and the Allocation Announcement Notice at 90 FR 4759.

Consistent with these authorities, the City will utilize a portion of its allocation to implement the NPCSS Program. The Program supports eligible nonprofit organizations delivering new, expanded, or restored essential community services that address unmet needs resulting from a qualifying disaster in 2023 or 2024 within the City of St. Petersburg, designated in its entirety as a most impacted and distressed (MID) area under this allocation.

The City allocated $6,000,000 to the NPCSS Program in its HUD-approved Action Plan, listing a maximum award of $1,250,000. The funding available under this RFA is outlined in Section 3.1.

1.2 CDBG-DR Requirements

1.2.1 Eligible Activities

Eligible CDBG activity: Public Services, HCDA Section 105(a)(8), 24 CFR §570.201(e)

All CDBG-DR funded activities must address the impact of the disaster for which funding was allocated. Accordingly, each activity must:

- Address a direct or indirect impact from the disaster in a most impacted and distressed area (i.e. the City of St. Peterburg);
- Be a Community Development Block Grant (CDBG)-eligible activity (or be eligible under a waiver or alternative requirement); and
- Meet a national objective.

Additionally, public services activities funded under the CDBG-DR Program must be new, expanded, or restored levels of service, and address the unmet needs identified in the approved CDBG-DR Action Plan, which are inclusive of, but not limited to:

- Mental Health Counseling
- Trauma Recovery Support
- Childcare
- Food Security Programs
- Homelessness Prevention Initiatives

1.2.2 Ineligible Activities

In accordance with 24 CFR §570.207, the Non-Profit Community Support Services (NPCSS) Program may not fund activities that are not expressly authorized under 24 CFR §570.201(e), or that are otherwise prohibited by federal regulation, HUD guidance, or the City's CDBG-DR Action Plan. The following activities are ineligible for NPCSS funding regardless of nonprofit status, service category, or recovery intent:

- General Operating Support - funds may not be used to cover routine nonprofit operating or administrative costs that are not directly tied to delivering an eligible, disaster-related public service. (Indirect cost rate applied in accordance with 2 CFR 200 is allowable.)
- Buildings Used for the General Conduct of Government - funds may not support facilities or spaces used for routine governmental functions, even when services are delivered by a nonprofit, except for limited accessibility improvements where otherwise eligible.
- Political and Advocacy Activities - funds may not be used for partisan political activity, campaigning, lobbying, voter engagement, or advocacy, nor for political use of NPCSS-assisted facilities or equipment.

- Purchase of Equipment - funds generally may not be used to purchase vehicles, equipment, furniture, or durable goods, with limited exceptions for approved leasing or depreciation tied to an eligible public service.
- Income Payments and Ongoing Financial Assistance to Individuals - funds may not provide ongoing or recurring cash assistance, rent, utilities, stipends, or other income payments to individuals beyond narrowly defined short-term emergency assistance.
- Replacement of Existing Funding - funds may not supplant or replace existing funding sources and must support new, expanded, or disaster-driven service capacity rather than pre-disaster service levels.
- Activities Lacking a Disaster Recovery Nexus - funds may not support routine services that do not clearly address disaster-related unmet needs arising from a qualifying major disaster.
- Activities Not Authorized Under Public Services Regulations - any activity that does not qualify as an eligible public service under 24 CFR §570.201(e), or another authorized CDBG category, is ineligible for NPCSS funding.

All proposed NPCSS activities must be reviewed by the City to confirm eligibility prior to award. Costs determined to be ineligible under 24 CFR §570.207 will not be reimbursed and may be subject to repayment.

1.2.3 National Objectives

All activities funded under the NPCSS Program must meet one or more U.S. Department of Housing and Urban Development (HUD) National Objectives, as required under 24 CFR §570.208 and applicable CDBG-DR Federal Register Notices. For this RFA, the applicable National Objective is Urgent Need:

- Urgent Need *(24 CFR §570.208(c), as modified by applicable CDBGDR Federal Register Notices)* – Activities designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the community and for which other financial resources are not available.

1.2.4 Geographical Area

Eligible nonprofit organizations may deliver public services to City of St. Petersburg residents anywhere within the City's jurisdictional boundaries.

2.0 TIE-BACK TO THE DISASTER

All CDBG-DR funded public service projects/activities must address needs that directly or indirectly resulted from qualifying disasters and/or enhance the community's resilience in managing future disaster events.

Following Hurricanes Idalia and Helene, nonprofit service providers across St. Petersburg reported a significant increase in demand for critical services, including mental health counseling, trauma recovery support, childcare, food security programs, and homelessness prevention initiatives. Damage to facilities, staffing shortages, and increased operational costs have strained the ability of these organizations to meet the needs of impacted and vulnerable populations.

As summarized in the City's Action Plan, "numerous [public] comments highlighted the value of mental health services, social service hubs, and nonprofit-led disaster recovery efforts, emphasizing the need for trauma-informed care and continuity of essential services during and after storms." As one commenter stated: "The importance of addressing mental health needs is reinforced by local data. The 2023 Community Health Needs Assessment (CHNA) for Pinellas County identifies mental health and substance use as two of the most urgent and unmet health concerns in our community. The CHNA calls for expanded, accessible services and stronger partnerships across sectors to meet this growing demand (BayCare Health System, CHNA Implementation Plan 2023–2025)."

In the City's resident surveys collected during the unmet needs analysis, residents indicated that "housing assistance, including support for repairs, reconstruction, and rental or mortgage relief, emerged as the most urgent recovery need. Other high-priority needs included public services such as food assistance, mental health care, and childcare, as well as continued investment in infrastructure resilience. Residents also expressed concern about their financial stability and the need for ongoing improvements, highlighting the importance of holistic, community-centered recovery strategies."

In addition to hearing from the City's community members directly, the need for mental health services integrated into long-term recovery is also supported by surveys and research across the country. The FL Department of Health conducted a Community Assessment for Public Health Emergency Response in the Florida Keys, in response to an uptick in the suicide rate after Hurricane Irma made landfall as a category 4 hurricane in 2017. In 2018, the county suicide rate increased to 34.9 per 100,000 – up from the prior 5-year average of 25.2 per 100,000. The survey was conducted 20 months after landfall, and the results indicated that 17% of respondents reported needing mental health services, with approximately 40% of those residents reporting they did not receive the mental health assistance they needed. The study found that anxiety and depression were in the top three health conditions most reported as worsening since the hurricane. The most common barrier to accessing mental health services reported was limited financial resources.

The published study states: "The current findings highlight the importance of increasing access to mental health services after the initial phase of disaster relief, when assistance is readily available, specifically when communities realize the limitations of disaster assistance during the long-term

recovery phase of a disaster. Building mental health service delivery into emergency preparedness plans could help emergency management and public health programs address the mental health needs during short- and long-term disaster recovery, particularly among persons with limited financial resources. Stakeholders, including nonprofit organizations and mental health care providers, might consider increasing the visibility of mental health services when emotional lows are expected, such as during the next hurricane season and hurricane anniversaries."[1]

Another study conducted a systematic review and meta-analysis of over 25 studies with more than 600,000 subjects, finding that "hurricanes and flooding were consistently associated with increased depression and post-traumatic stress in studies with comparison groups representing individuals unaffected by hazards." They further stated that "Mental health support should be central to disaster preparedness and recovery efforts to prevent long-term disability and reduced quality of life."[2]

These findings speak to an overarching need to provide low-barrier access to holistic mental health services for community members – not just in the immediate aftermath of a disaster, but as part of the overall long-term recovery strategy, and as a means of prevention and building resilience into the future.

The NPCSS Program addresses these unmet needs by providing targeted funding to restore and expand nonprofit service provision to the community. This assistance ensures that essential community services are available to support long-term recovery, strengthen social resilience, and mitigate the disproportionate impacts of the disasters on low- and moderate-income households. This RFA focuses on providing increased mental health and wraparound support to city residents.

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[1] Torres-Mendoza Y, Kerr A, Schnall AH, Blackmore C, Hartley SD. Community Assessment for Mental and Physical Health Effects After Hurricane Irma — Florida Keys, May 2019. MMWR Morb Mortal Wkly Rep 2021;70:937–941. DOI: http://dx.doi.org/10.15585/mmwr.mm7026a1

[2] Miller VE, Fitch KV, Swilley-Martinez ME, Agha E, Alam IZ, Kavee AL, Cooper T, Gaynes BN, Carey TS, Goldston DB, Ranapurwala SI, Pence BW. Impact of Hurricanes and Floodings on Mental Health Outcomes Within the United States: A Systematic Review and Meta-Analysis. Disaster Med Public Health Prep. 2025 Jan 3;18:e335. doi: 10.1017/dmp.2024.327. PMID: 39749790; PMCID: PMC11910991.

3.0 PROGRAM OVERVIEW

3.1 FUNDING AVAILABLE

The maximum funding available for this RFA is $1,250,000. This is the funding available for all three core services combined, meaning each selected organization will receive an award below this maximum amount. Outlined below are the award caps for each Core Service type:

- Case Management award: up to $725,000
- Assertive Outreach award: up to $175,000
- Clinical Mental Health Services award: up to $350,000

Each organization must submit a budget that does not exceed the maximum award cap for the Core Service type(s) for which they are applying. If an organization is applying to administer multiple Core Services, the submitted budget must not exceed the combined total of both Core Service award caps. For example, if an organization applies for Case Management and Assertive Outreach, the budget cannot exceed $900,000. In this scenario, the organization must still break out the budget into sections outlining which costs are related to Case Management and which costs are related to Assertive Outreach.

The City reserves the right to negotiate final budgets with the selected organizations if adjustments are needed to balance the combined budgets and not exceed the combined award cap of $1,250,000 for the total program cost.

3.2 PERIOD OF PERFORMANCE

The period of performance for awards issued under this RFA will be one year from the effective date of the fully executed subrecipient agreement. Cost and/or time extensions may be granted post-award at the sole discretion of the City, provided that extensions are subject to all necessary approvals by City Council and only extended for the duration allowed by applicable laws. The City may award additional funds under this RFA should additional funding become available.

4.0 ELIGIBILITY CRITERIA

Nonprofit organizations must meet all of the following criteria:

- Must have been operational at the time of the disaster and be currently operational at the time of application.
- Must be a non-profit organization, registered with the state of Florida (with both the Department of Agriculture and Consumer Services AND the Division of Corporations (i.e. Sunbiz)), and have current 501(c)(3) or 501(c)(19) designation with the IRS at the time of application submission.
- Must be in good standing with the City of St. Petersburg, IRS, and state of Florida.
- Must meet all award-specific eligibility criteria, as defined in each solicitation. For this RFA, additional criterion includes:
    - Must have a UEI (Unique Entity Identifier) issued by SAM.gov
        - In the event that an applicant does not yet have their SAM.gov UEI issued at the time of application, this will not be cause for an ineligibility notice during threshold review. However, prior to issuing an award, the organization must have an active SAM.gov UEI number or they may be deemed ineligible to receive the award.
    - Must have an established presence in the City of St. Petersburg and have been in operation for at least three (3) years
    - Must demonstrate the organizational capacity to implement the work outlined in this RFA, including demonstrating prior experience conducting similar work.

5.0 SCOPE OF WORK

In order to holistically and strategically support the long-term recovery of the community, the City issues this mental health-focused RFA to create an ecosystem of interconnected service provision that wraps support around residents who need care the most. This is not a grantmaking opportunity where organizations apply to meet their individual needs; this is a solicitation where the City is procuring a specific set of services to meet the needs of city residents.

In the wake of disasters, there has been recognition of the importance of providing access to local providers who can respond in real time to emergency challenges facing residents. Community-based intervention services are a key element to addressing barriers to access that residents experience when in crisis. The increased stigma related to mental health and social services coupled with barriers to accessing these services increase negative outcomes in the social determinants of health. Community-based, trauma-informed mental health and wraparound services meet individuals in an environment where they are comfortable, provides relief quickly, and provides appropriate care and support by local organizations who are known and trusted by the community.

The need for mental health care and wraparound support has increased in the face of residents still struggling to recover from back-to-back devastating hurricanes in 2023 and 2024, increasing housing costs and overall affordability issues further exacerbated by the storms, and other myriad issues contributing to the rise in mental health conditions across the country. The services outlined in this RFA are designed to address these increased needs and support city residents on their journey to long-term recovery as a community. By conducting intentional outreach to connect residents to care, providing an open door to a streamlined intake process and case management support, and enrolling residents directly into clinical mental health services, the City aims to bridge the gap in access to critical support services needed for community-wide healing and recovery.

This model is informed by lessons learned from separate initiatives the City has operated previously. One such example is the Community Support Hubs program, which the City launched with American Rescue Plan Act (ARPA) funding from the U.S. Department of Treasury. Since 2023, the Community Support Hub team has learned many important lessons while doing this essential work of serving residents by meeting them where they are, providing quality care, and making connections where clients need to go next. ARPA funds terminate on 12/31/2026, bringing this phase of the Community Support Hub to a close. The Hub has served over 1,000 residents, providing healing and connective care through care management, outreach, and clinical mental health support. While similar services as outlined below have been funded by the City previously, key considerations demonstrate that activities under this current funding opportunity do not supplanting existing funds. As ARPA funds terminate prior to the activities under this current RFA, there is no supplanting of funds by using CDBG-DR funds. CDBG-DR funds will not be disbursed until ARPA funds are fully expended. If CDBG-DR funds did not exist, the Community Support Hub would end, demonstrating that this is not a matter of replacing other continuing funding sources with CDBG-DR. Additionally, the model outlined below is a distinct, new program based on the Hub model but revised and expanded based on lessons learned, the specific emerging needs resulting from the qualifying disasters, and in alignment with CDBG-DR regulations instead of ARPA SLFRF regulations. Under ARPA, the Community Support Hub program targeted specific zip

codes based on pandemic impacts within the city. In this current funding opportunity, services are expanded to have a more citywide presence with targeted outreach focusing on areas disproportionately impacted by the hurricanes. This funding opportunity is a new open, competitive solicitation, further demonstrating that this is not a routine continuation of existing efforts as new partners may enter the non-profit partnership makeup.

The funds provided to the Subrecipients under these Agreements shall be used to establish an ecosystem of services that have their own individual purposes and scope but also work in conjunction with one another: clinical mental health services, case management, and assertive outreach (i.e. the Core Services). The overall vision of the model, each service type, and associated responsibilities are outlined below.

5.1 Model

In this model, the vision is that the case management organization serves as the center of the Program wheel: responsible for client intake, wrapping support around each client via the case management team, ensuring streamlined enrollment into clinical mental health services, and orchestrating coordination between all spokes of the wheel in this ecosystem of care. This case management organization does not oversee the other partner organizations conducting outreach and mental health services but is responsible for facilitating the operational partnership between the selected organizations. See Section 6.0 - Application Structure for details on partnership structure and application types. The City will select up to three applicants for awards under this RFA, all operating under individual agreements.

The clinical mental health services organization is made up of several different clinical providers, either through the organization's own clinicians on staff or through vendor partnerships with outside clinicians. These clinicians conduct assessments, counseling sessions, psychiatric care, medication management, and other clinical mental health care service types. The case management team will be able to directly enroll clients into these mental health services. The mental health services organization will assign providers to clients based on client need, client preference, and requested or indicated modality based on the issues the client wants to work on.

In addition to providing mental health services to clients one on one, there are times when clinicians will be asked to provide on-site support in the community or at the Program site – whether after a significant crisis in a neighborhood, at a community event where attendees may need extra support, or other situations where having a clinical presence on-site is deemed necessary for community recovery and safety. The organization responsible for administering the mental health services will coordinate with providers to secure on-site presence, in partnership with the case management organization and assertive outreach organization to determine when those needs arise.

The assertive outreach team also works in concert with the other partner organizations to determine high-need areas that need outreach support and to identify when Program clients need to be re-engaged. This team conducts assertive outreach, which means they conduct intentional, empathetic engagement through a proactive approach that meets individuals with barriers to services where they are within the community. This team is responsible for connecting residents to programs and services in a way that feels safe, welcoming, and accessible.

While operating under separate agreements with the City, the intent and requirement is that these organizations administering each core service work together to best serve each client's needs, coordinate between each other for case conferencing and overall service provision, while maintaining the high level of care that they are each known for in their areas of expertise. It is imperative that the selected organizations are able to work together in an authentic and mission-driven way.

5.2 Core Services

5.2.1 Case Management

The selected case management (CM) organization serves as the center of the Program ecosystem and is responsible for:

- Conducting intake for all new clients
- Conducting needs assessments with clients and determining their service plan
- Completing required intake verifications for clients, such as identification checks, income qualification, and citizenship status verification outlined in Section 5.3
- Assigning clients to a case manager, who walks alongside each client to connect them to Core Services and other community resources, ensuring their needs are addressed and supported
- Overall partnership facilitation and meaningful engagement with the assertive outreach and mental health service organizations, to ensure the spokes of the wheel are working together to serve the community as intended
- Staying informed and up to date on local resources, programs, and activities that meet the needs of clients receiving case management services
- The provision of emergency financial assistance, described below in Section 5.2.1.2
- Maintaining and operating the public-facing pathways to entry for clients:
    - Physical location for clients to walk in – this may be a full dedicated site, or a co-located space within another organization's facility
        - Responsible for staffing the site at an appropriate level for the number of clients on site each day, supporting staff if an incident occurs, and providing skilled supervision to staff on site during operating hours.
    - Phone number
    - Website
- Tracking and reporting data required by HUD and the City
- Financial reporting and invoicing

5.2.1.1 Case Management Approach

There are a variety of ways that organizations conduct case management. This Program's approach to case management is to assist clients with accessing services and support in a complex system of care, in a way that looks at the whole person versus individual components. As described in the Trauma Recovery Center model, it looks at the big picture and takes an ongoing role in service coordination.

The approach of providing case management services to residents through this Program goes beyond linking clients to resources and providing referrals. It looks like calling a resource for or with your client, helping to make the appointment, supporting them getting to the appointment, following up with the client and provider to see how it went. It requires warm hand-offs and a person-centered lens that truly meets the client where they are in that moment. It is the warm feeling of "I got you" instead of handing them a list of phone numbers they need to call and figure it all out for themselves.

5.2.1.2 Emergency Financial Assistance

For CDBG-DR, HUD allows limited provision of emergency financial assistance. As outlined in HUD regulations 570.207(b)(4):

"***Income payments.*** The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, "income payments" means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family."

While not a main focus of the Program, there are instances when clients being served experience financial hardship, are at risk of displacement and instability, which further exacerbate mental health issues and prevents recovery. Even more so, it is understandably difficult for residents to think about what type of big picture help they might need if they will be evicted tomorrow, aren't sure how they are going to feed their family, or if their utilities are already shut off. As such, there is allowability for providing emergency financial assistance directly to third-party providers on behalf of Program clients to prevent displacement and destabilization. Organizations applying to provide case management services must include emergency financial assistance in their submitted proposal and budget. There is no specified cap for the amount of funds that should be allocated to this budget line item. In the submitted budget, the applicant should submit a reasonable and justifiable total that aligns with their overall proposal.

The City will assist the selected case management organization in setting up the appropriate process for these payments to ensure compliance with HUD regulations, including the provision that full income verification (not self-attestation) must be completed prior to providing this type of assistance. Duplication of benefits checks must also be conducted for each client receiving this assistance, to ensure they have not received financial assistance previously for the same period and purpose.

5.2.2 Clinical Mental Health Services

Program clients will be able to directly enroll into clinical mental health services via their case manager making the connection to the organization providing or administering these clinical services. They will be able to access 15 counseling sessions, along with other mental health care service types such as psychiatric evaluation, medication management, and other clinically appropriate services approved by the City. Clients may be able to request an exception to the 15-session cap when the provider assesses that it is clinically indicated. Providers must bill a client's insurance first if applicable, as CDBG-DR funds must be funds of last resort. This Program can

cover the cost of services when insurance coverage is not available or when insurance does not cover the full cost.

The City seeks applications for this core service from qualified nonprofit behavioral health organizations, community mental health centers, provider networks, or other eligible entities with demonstrated experience coordinating and administering community-based mental health services. The selected organization will establish, maintain, and administer accessible, trauma-informed clinical mental health services to Program participants.

The selected organization may employ this cohort of providers as organization staff, or they may establish a vendor network of eligible providers (see Section 5.2.2.1 - Procurement Requirements). In either case, the types of providers included in this service may include:

- Licensed Mental Health Counselors (LMHCs)
- Licensed Clinical Social Workers (LCSWs)
- Licensed Marriage and Family Therapists (LMFTs)
- Psychiatrists and psychiatric advanced practice providers
- Registered Clinical Social Worker, Mental Health Counselor, and Marriage and Family Therapist Interns practicing under qualified supervision with access to licensed clinicians for consultation and support in accordance with Florida law
- Other licensed behavioral health professionals authorized to provide mental health services under Florida law

All professionals providing services through the network must hold appropriate credentials and be licensed, registered, certified, or supervised in accordance with applicable Florida statutes and regulations, including Florida Statute 491, as applicable.

All services provided through the network must utilize a trauma-informed approach to care. Providers will be trained in trauma-informed principles and practices that recognize the prevalence and impact of trauma, promote participant safety and trust, support client choice and empowerment, and seek to avoid re-traumatization.

The organization selected to administer the provision of clinical mental health services will be responsible for:

- Accepting client enrollments from the case management organization through a single point of access
- Assigning enrolled clients to appropriate providers in a timely manner
- Meaningfully engaging in partnership with the case management and assertive outreach organizations, to ensure the spokes of the wheel are working together to serve the community as intended
- Developing and maintaining a sufficient pool of eligible providers to meet client demand and service capacity requirements. This includes onboarding new providers and issuing MOUs or agreements to formalize the partnership as appropriate.
- Issuing payments to the Program providers in a manner that is compliant with all applicable federal, state, and local regulations
- Coordinating with program providers to secure on-site support from clinicians as needed

- Tracking and reporting data required by HUD and the City
- Financial reporting and invoicing

5.2.2.1 Procurement Requirements

In the event that the organization selected to administer this core service proposes a provider/vendor network model where the organization pays third-party providers who are not existing staff of the organization, the organization must follow federal procurement requirements to establish the pool of providers. Subrecipients cannot pay vendors using federal funds when those vendors have not been competitively procured.

Upon issuance of this award and execution of the subrecipient agreement, the awarded organization must conduct an open, competitive procurement process in accordance with 2 CFR 200.318 through 2 CFR 200.327 to establish the pool of providers that can be utilized in this Program. Even if the selected organization already has existing partnerships with providers, those providers will have to apply to be part of this Program-specific provider pool. The organization must set uniform rates per service type and evaluate each applicant using the same eligibility criteria. The City will assist the selected organization in conducting this procurement process upon award.

If the organization applying to conduct this core service proposes a model where the pool of providers are all the organization's own employees, this procurement requirement does not apply.

5.2.3 Assertive Outreach

A principle of the Trauma Recovery Center model, assertive outreach is a proactive method of meeting clients with barriers to accessing services where they are in the community. Assertive outreach is meant to connect the community to the Program's services, build trust, and cultivate a relationship with community members that makes access to service feel safe and inviting.

Assertive outreach through this model engages the community in a variety of ways:

1. Going into the community and engaging with individuals anywhere they may be. This can range from their homes to the corner store or a laundromat.
2. Providing needed support after a significant event occurs that may have a direct impact on the wellness of those that reside in the community (e.g., natural disaster, a shooting, violent crime).
3. Attending and/or holding an outreach event that invites the community to gather.
4. As a means of re-engaging Program clients who initially presented for services but lost contact before resolving their needs.

Assertive outreach staff are not solely conduits for sending clients to the Program's door but are knowledgeable members of the community who know where resources are and can point residents in the right direction. Mental health care isn't only about clinical services and connection to social services. Sometimes care looks like knocking on a door during a neighborhood canvass, hearing about their needs, connecting them directly to the Program, but also telling a family about the City's summer programming and rec center activities for a pre-teen who needs a productive

activity after struggling with the loss from the storms. This type of effort also builds rapport and trust in the Program team, so residents know they can call when any other need for support arises in the future.

The organization responsible for administering the Assertive Outreach portion of this Program is responsible for:

- Conducting outreach activities that successfully engage residents, such as door knocking and canvassing, attending community events, building relationships with other community organizations, providing support on site after significant events, etc.
- Staying informed and up to date on local resources, programs, and activities that are beneficial for residents to hear about when engaging them during outreach activities
- Meaningfully engaging in partnership with the case management and provider network organizations, to ensure the spokes of the wheel are working together to serve the community as intended
- Providing skilled oversight and training to the outreach team
- Tracking and reporting data required by HUD and the City
- Financial reporting and invoicing

5.3 Client Verification Requirements

Organizations awarded CDBG-DR funds must comply with all applicable federal regulations. Key responsibilities related to HUD-required client verifications are outlined below, to ensure that applicant organizations understand the scope of documentation and verification required to serve individual beneficiaries (the organization's clients served as part of this Program). These client verifications are the responsibility of the case management organization conducting intake.

5.3.1 Identity Verification

Clients served by the Program will be required to submit a valid photo identification. Expired photo identification will not be accepted.

Forms of identification accepted by the Program are:

- Government Issued Photo Identification (Federal or State issued);
- Non-Temporary Driver's License
- U.S. Passport
- Military ID Card
- Certificate of Naturalization; or
- Permanent Resident Card.

For minor children served by the Program, the legal guardian must submit a birth certificate as proof of identity for the child. If a guardian is unable to produce a birth certificate for a minor child, other documents may be considered on a case-by-case basis.

5.3.2 Citizenship Verification

Per federal requirements, assistance is limited to U.S. citizens and qualified aliens as defined in 8 U.S.C. § 1641. Accordingly, the Program may require participating nonprofits to collect documentation from direct beneficiaries to verify citizenship or qualified alien status.

The Program may, to the extent required by applicable law, use the Systematic Alien Verification for Entitlements (SAVE) system, or an equivalent verification system approved by the federal government, to prevent any federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

5.3.3 Income Verification

In accordance with the Urgent Need National Objective, income verification is not required for individual clients as beneficiaries, except when the Program provides Emergency Financial Assistance payments. See Section 5.3.3.1 for details on this specific provision.

5.3.3.1 Income Verification and DOB for Emergency Financial Assistance

When providing emergency assistance payments in accordance with Section III.D.5.g of the Universal Notice, the Case Management organization will be required to complete a full income verification using the IRS 1040 method (outlined in Section 5.3.3.2) with Program clients prior to issuing such assistance. This requires an individual Duplication of Benefits review to ensure the client does not receive other types of funding for the same purpose. The City will assist the selected organization in setting up policies and procedures to ensure compliance with these requirements.

5.3.3.2 Income Verification Method

When conducting full income verification, household income shall be calculated based on the adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes. The IRS Form 1040 method of calculating income is often referred to as the Adjusted Gross Income or AGI method. All household members included in the AGI calculation, if required to file, must provide a copy of their previous year's (or most current) filed tax return and proof of filing or tax return transcript, if available, for the AGI of the household to be calculated. The Program will use the previous tax year's tax return in determining annual income for each adult household member and no other documentation will be required. The client will certify there has not been any substantial changes in income since the previous year's tax return. If there has been significant changes to household income, the Program may require additional income documentation to calculate income.

Situations may occur where a household member may have had no obligation to file a return, has not yet filed it, or filed an extension. If any household member did not file a prior year income tax return, the household member is required to submit proof of non-filing and current documentation that reflects their current income. The following income documentation will be required for each household member only if the type of income is applicable and if a prior year income tax return is not available:

- **Wages**: Consecutive paystubs covering the three (3) months preceding application date, W-2 Forms;

- Retirement or Social Security:
    - Past three (3) Monthly Bank Statements (Social Security Benefits & Pension only),
    - Bank statements acceptable only if they clearly show gross recurring deposits; if net, require cross-verification with award letter or SSA-1099 to add back deductions.
    - Current Social Security Benefits letter (including benefits paid to minors),
    - Current Pension/Retirement Benefit letter (if applicable), or prior year 1099 form, and/or
    - Current Annuity Payment letter (if applicable), or prior year 1099 form;
- **Self-Employment Income**: Most recent tax return (1040 or 1040A), W-2 Forms; and/or Current year profit and loss statement;
- **Rental Income:** Current lease agreements
- **Unemployment Benefits:** Current benefit letter with gross benefit amount;
- **Court Ordered Alimony/Spousal Maintenance:** Copy of court order documentation;
- **Taxable Interest and Dividends:** IRS Form 1099 (including amounts received by, or on behalf of minors);
- **No Income:** Adult household members who do not earn an income will be required to submit a Certification of No Income.

5.4 Data & Reporting Requirements

5.4.1 HUD-Required Data

The City is required to submit Quarterly Performance Reports to HUD; with specific metrics it must include in the report per activity type. For the NPCSS Program, the following metrics must be reported by the awarded agencies:

- Number of Persons Served
    - Number of Persons Served who are Low Income (0-50% AMI)
    - Number of Persons Served who are Moderate Income (51-80% AMI)

Additional data reporting requirements are listed below and will be outlined in the corresponding Subrecipient Agreement. The City reserves the right to request additional data at any time.

5.4.2 Additional Data Requirements

The following data points are required by the City to be reported monthly by the organizations awarded for each core service:

- Case Management data
    - Intake
        - Number of inquiries (all individual inquiries to the Program, including non-St. Petersburg residents who are not eligible to be served under the Program)
        - Number of clients served
        - Demographic information

        - Referral pathway (walk-in, phone, website)
        - Referral source, if reported
    - Service data
        - Needs assessments conducted and percentage of needs indicated by category
        - Warm hand-offs for services completed by service type
        - Client impact stories (anonymized)
    - Emergency financial assistance – amounts paid and cost category
    - Client satisfaction survey data conducted at periodic intervals

- Assertive Outreach data
    - Number of and location of client engagements using spatial location (such as Survey123)
        - When spatial location is unavailable/not applicable based on the outreach type, submission of data roll-up with type of contact and number of residents engaged
    - Number of, location, and type of significant event engagement, including how many residents engaged
    - Number of and location of outreach events attended, including how many residents engaged
    - Number of and location of follow-ups to active clients
        - Number/percent clients that were reconnected to services after a period of disengagement

- Clinical Mental Health Services
    - Provider information
        - List of providers
        - Demographics
        - Provider areas of expertise
        - Treatment modalities available
        - Provider client capacity
    - Number of residents served
    - Number and type of services provided

The City reserves the right to modify the list of required data at any time.

6.0 APPLICATION STRUCTURE

The ability to apply as a single organization or as a group of organizations is outlined below. The City will issue separate agreements for each selected organization, regardless of applying together or separately. Please note that applying as a single organization application or as a group application has no bearing either way on the likelihood of award. This is not an attempt to force organizations to submit group applications if an authentic partnership with previous experience working together does not already exist. Single organization applications selected for each core service will be paired together by the City.

6.1 Single Organization Applications

Applicants may apply on their own for one or more core services outlined in Section 5.2 - Core Services. Applicants will be prompted in the application form to indicate which core service(s) they are applying for, with questions populating related to each type of service.

Even if an applicant applies for multiple service types, there is no guarantee that they will be selected for all service types. For example, if an organization applies to administer the Case Management core service and the Clinical Mental Health Services core service, they may be selected by the review committee for both, just one of the two, or neither service.

6.2 Group Applications

Applicants may also apply as a pre-established group partnership when the organizations included in the application have a pre-existing working relationship doing similar work, and the combined group is applying for all three Core Services. The intent is to allow authentic, successful partnerships that already exist to have an opportunity to continue working together and demonstrate their past success and strength as a group.

Even when organizations are applying as a group, each partner organization will submit their own application in the City's Euna Grants portal. Organizations will have the opportunity within the application to indicate they are applying as part of a group, and the relevant application questions will populate accordingly.

If a group application is selected for award, the City will issue separate agreements to each organization. Please note that in a group application, only one organization can administer each core service. For example, this means that two organizations applying as a group cannot both submit an application that includes case management. Only one organization will be responsible for each core service.

Organizations applying as a group are required to submit an MOU or letters of commitment documenting each partner organization's authorization of submitting a group application with the identified partner organizations.

Even in the case of a group application, it is not guaranteed that all organizations included in the group application will be selected for an award.

7.0 APPLICATION PROCESS

All applicants are required to submit their application and all supporting documentation through the City's Euna Grants system. Applications will not be accepted through email, mail, or in person.

7.1 TIMELINE

Event	Start Date	End Date
Virtual Information Session	Friday, July 17, 2026 11am – 12pm	
Open Application Period	Monday, July 27, 2026 Opens at 12pm	Friday, August 28, 2026 Closes at 3pm
Cone of Silence	Monday, July 27, 2026	When the award agreements are fully executed following City Council approval
Application Question and Answer Period	Monday, July 27, 2026	Friday, August 7, 2026 at 5pm (Answers posted by 5pm on Wednesday August 12, 2026)
Applications Due	**Friday, August 28, 2026 at 3pm**	
Review Committee Application Scoring	Monday, August 31, 2026	Friday, September 18, 2026
Review Committee Deliberations	Monday, September 21, 2026 1pm – 4pm City Hall, Conference Room 100 175 5th St. N, St. Pete, FL 33701	
Appeals Period	Wednesday, September 23, 2026	Friday, October 23, 2026 at 5pm
City Council Meeting for Awards	Thursday, November 19, 2026 *tentative date	

*dates are subject to change and will be posted on www.SunriseStPete.org

7.2 Pre-Proposal Info Session

The City hosted a virtual information session to outline eligibility criteria, the goals and core elements of the Program, how to submit applications in the Euna Grants system, and answer any questions. This information session was held on Friday, July 17, at 11am. The recording can be viewed at www.stpete.org/sunrise/nonprofit.

7.3 Application Question & Answer Period

There will be a Question-and-Answer period from Monday, July 27, 2026, to Friday, August 7, 2026, at 5:00 pm. During this period, any explanation, clarification, or interpretation desired by applicants regarding any part of this RFA must be submitted to Sunrise@stpete.org and the email subject line must include 'Non-profit RFA Question'.

. Questions received past the deadline will not be answered. Responses to all questions will be published prior to the close of business on Wednesday, August 12, 2026, on the City's Sunrise St. Pete website, which can be found at: www.SunriseStPete.org.

During the Cone of Silence, applicants may respond to questions from City staff for the purpose of clarifying submitted materials. Any clarifications requested must be provided within two (2) business days of the City's request.

7.4 Cone of Silence

Applicants, including their officers, employees, agents, or representatives, are prohibited from contacting City employees or officials from the time the RFA is published until the City Council authorizes the award. The cone of silence begins 12:01 AM on Monday, July 27, 2026, and ends when agreements are fully executed after City Council approval.

The restriction includes, but is not limited to, "thank you" letters, phone calls, emails or any communication that directly or indirectly discusses the RFA or the applicant's submission. **Violation of this provision may result in disqualification of the application.**

Exceptions to this restriction include:

1. Communicating with the designated point of contact via Sunrise@stpete.org.
2. Written questions regarding the application during the Question-and-Answer Period.
3. Communication necessary to fulfill obligations under an existing business relationship with the City.
4. Providing public comment in accordance with applicable laws and City policies at public meetings where public comment is permitted.
5. Engaging in Agreement negotiations.
6. Submitting an appeal or complaint in accordance with the requirements set forth in this RFA.

The City reserves the right to initiate contact with any applicant for negotiation purposes if deemed necessary. Communications initiated by City staff for this purpose will not be considered a violation of this section.

7.5 Required Documents

Applicants are required to submit the following documents as part of their application:

- Completed application through the Euna Grants portal, on or before the published application deadline
- Organization's Annual Budget, including list of other funding sources
    - Be sure to list all funding sources your organization utilizes to fund your work, total allocation from that funding source, and the purpose of that allocation.

      This level of detail is required to conduct Duplication of Benefits checks required by HUD. When listing your funding sources, include any passthrough information and not just the organization who provided you with the award. For example, don't just list City of St. Petersburg as the funding source – instead, list City of St. Petersburg - $100,000 from General Fund for Project A, $200,000 from CDBG for Project B, $50,000 from ARPA for Project C.

    - IRS 501(c)(3) or 501(c)(19) IRS Tax Determination Letter
- Proof of registration with the state of Florida (Department of Agriculture and Consumer Services AND Division of Corporations (Sunbiz))
- Most recent federal single audit, financial audit, and/or a board-approved financial statement covering a period of at least one year, as required and/or outlined below:
    - Federal Single Audit
        - If your organization receives federal funding and meets the threshold outlined in 2 CFR 200 (expenditure of $1,000,000 or more during the organization's fiscal year), a Single Audit must be submitted.
    - Financial Statement
        - If your organization receives <u>less than</u> $1,000,000 in annual contributions, a board-approved financial statement compilation **reviewed or audited by** an independent certified public accountant must be submitted.
- If your organization receives <u>more than</u> $1,000,000 in annual contributions, a board-approved financial statement compilation **audited by** an independent certified public accountant must be submitted. Project Budget and Budget Narrative (fillable template included in Euna Grants application portal) – all costs must be allowable, reasonable, and necessary to directly support the proposed project.
    - All applicants must include $5,000 in their budget for travel to OIG/HUD-required trainings. In the event that an approved local or virtual option is available to satisfy this requirement, the $5,000 budgeted will be reallocated to other Program line items. This required line item must be allocated from the award cap for the relevant Core Service type (i.e. no additional funds are provided for this requirement on top of each award cap). If an organization is applying for more than one Core Service,

they only need to include the $5,000 HUD-required Trainings line item under one Core Service budget.

- Completed Questionnaire for Funding Assessment (built into Euna Grants application)
- Resumes for key personnel anticipated to be involved in the Program
- Completed Conflict of Interest Disclosure Form, only applicable if the organization indicates they have a conflict to disclose (form located in Euna Grants application)
- If submitting a group application, a Memoranda of Understanding or letters of commitment among the participating organizations to document joint authorization of the partnership must be uploaded into the Euna application. This may be individual letters from each organization, or a jointly written letter clearly authorized by leaders from each organization.

8.0 REVIEW & SELECTION PROCESS

After the application period closes, the City will conduct an initial review for completeness and minimum eligibility. Applications that do not meet the eligibility criteria identified in the RFA or are received after the published deadline will not be considered for funding. All eligible applications will proceed to the full review committee, who is responsible for reviewing applications using the scoring rubric. The scoring rubric is located in Appendix A – Scoring Rubric.

After review committee members complete individual scoring of each eligible application using the scoring rubric, the committee will come together in a publicly noticed review meeting to discuss all applications and make award recommendations.

Once the committee makes its selections, the awarded application(s) will be subject to City Council review and approval prior to execution of the subrecipient agreement(s).

8.1 COMPLETENESS & ELIGIBILITY REVIEW

The City's designated point of contact for this funding opportunity will conduct the initial completeness and minimum eligibility review. The applications must meet the minimum eligibility criteria as outlined in Section 4.0 - Eligibility Criteria, must be complete (i.e. contain all the elements required per Section 7.5) and must have been submitted on time.

The City will determine if applicants meet the eligibility criteria. Applications that do not meet all minimum requirements will be ineligible to move forward in the process and notified accordingly.

8.2 REVIEW COMMITTEE

A review committee will be convened for the purpose of reviewing all submitted, eligible applications for this RFA. Committee members will review applications independently during the review period, then gather at the committee meeting to discuss each application, review combined scores, and make a recommendation for award.

8.3 DUPLICATION OF BENEFITS CHECK

After the review committee makes the award recommendation, City staff will conduct a duplication of benefits check in accordance with HUD regulations to ensure that the selected organizations have not received assistance from other funding sources for the same purpose. The City reserves the right to request additional documentation at this time to make this duplication of benefits determination.

8.4 NOTICE OF AWARD

A letter announcing the award recommendation will be sent to each applicant, regardless of whether funds are awarded or not to each organization. This letter will state the outcome of the selection process and outline next steps in the process for selected organizations.

8.5 Appeals

Applicants who wish to contest a Program determination may request an appeal directly with the Program by submitting a written request within **thirty (30) calendar days** from the date of the determination being contested. In accordance with the City's Exceptions, Complaints, and Appeals Policy Manual, applicants may request an appeal to contest:

- Eligibility determination;
- Duplication of Benefits Gap determination;
- Award Type Determination;
- Program Scope of Work; or
- Recapture Amount.

Persons who wish to request an appeal related to the NPCSS Program may do so through any of the following avenues:

- Complete an official Appeal Request Form at: www.sunrisestpete.org
- Via Email: Sunrise@stpete.org
- In Writing: **Appeals**

  Attention: Sunrise St. Pete Division

  St. Petersburg Strategic Initiatives and Grants Department

  P.O. Box 2842

  St. Petersburg, FL 33701

The Sunrise St. Pete Appeals Team will conduct a thorough review of the request and supporting information submitted by the applicant and make a determination based on the process outlined in the official Exceptions, Complaints, and Appeals policy. When practicable, the determination will be made within thirty (30) business days. Applicants will be notified in writing of the determination made on their appeal. Following the appeal determination, the Sunrise St. Pete program will implement actions in accordance with the final decision. All appeal determinations made by Sunrise St. Pete are final with no further administrative review and are not subject to judicial review.

Program requirements established by the City and approved by HUD as dictated by law may not be waived or abrogated.

Applicants who choose to file a request for appeal are encouraged to provide individual facts or circumstances, as well as supporting documents to justify their petition. In adjudication of the appeal, the Program will only review facts and information already included in an Applicant's application, unless the Applicant submits new documentation with their appeal request. The Program has the discretion to accept or reject new documentation based upon its relevance to the appeal.

8.6 City Council Approval

All awards under the NPCSS Program are subject to the approval of the St. Petersburg City Council. Once the review committee makes its recommendation, each award will be brought to City Council for approval and appropriation of the awarded funds. Once City Council approves, the selected organizations will enter into a Subrecipient Agreement with the City.

8.7 Subrecipient Agreements

Awarded organizations in the NPCSS Program are considered Subrecipients of the City. The draft Subrecipient Agreement for the NPCSS Program is published in Appendix B – Subrecipient Agreement for review by applicant organizations. This agreement is subject to change.

9.0 NEXT STEPS

Once selected awardees have fully executed Subrecipient Agreements in place, the prevailing rule governing the NPCSS Program for this funding opportunity solely lies within the overarching Program Guidelines and fully executed agreement. See the Program Guidelines for details on reimbursement request process, monitoring and compliance requirements, and overarching CDBG-DR regulations applicable to this Program.

[END]

APPENDIX A – SCORING RUBRIC

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Applicant Organization Name: _____ Reviewer Initials: _____

Scoring Rubric

Mental Health-focused Request for Applications

Sunrise St. Pete – Non-Profit Community Support Services Program

General scoring guidance:

- Responses in the 8–10-point range are specific, evidenced, and directly responsive — they answer the question asked, not an adjacent or more flattering question.
- Responses in the 4–7-point range address the topic but are generic, partial, unevidenced, or answer only part of the prompt.
- Responses in the 0–3-point range are vague, boilerplate, missing entirely, non-responsive to what was asked, or raise a compliance red flag.

A response should never score in the 8-10pt range on the strength of tone or polish alone — specificity and evidence are the deciding factors.

Organization History and Capacity				
	8-10 Points	**4-7 Points**	**0-3 Points**	**Reviewer Score**
History of Serving St. Petersburg Residents	Demonstrates an established history of providing related services in St. Petersburg. Response is specific about zip codes/geographic areas/neighborhoods served.	Organization has some history of providing related services in St. Petersburg.	Organization has little or no history of providing related services in St. Petersburg and does not clearly identify geographic areas or neighborhood served.	
Organizational Experience	Demonstrates significant experience in providing the types of services for which they are applying. Includes details for all service types if applying for multiple. References documented successes in past experience conducting similar work. Provides resumes for key personnel, and experience listed is relevant to the applicable core service type.	Demonstrates adequate experience in providing types of services for which they are applying. Includes some information for each service type but needs additional detail. Provides resumes for key personnel but experience listed is only somewhat related to applicable core service type.	Does not demonstrate adequate level of experience, or services discussed are not related to the services being applied for under this opportunity. Does not provide resumes for key personnel or experience listed is unrelated to the applicable core service type.	
Adaptive Service Provision	Applicant provides two specific examples regarding their experience adapting to client context and client feedback. Example regarding adapting to a client's background, language, family structure,	Applicant provides both types of examples, but the responses are not specific or detailed enough.	Applicant does not provide both types of examples, or does not include any relevant detail in their provided examples.	

	identity, or community context provides insight into organization's approach to caring for a diverse population and tailoring service provision to ensure person-centered care. Example regarding adapting process or procedure based on client feedback is specific and demonstrates a willingness to listen, learn, and apply changes within the bounds of the governing regulations.			
Administrative and Financial Capacity	Organization has strong experience administering federal grants and meeting similar subrecipient compliance obligations. Response clearly outlines strong financial management capacity, including a reasonable description of cash flow management for reimbursement grants. Organization utilizes data systems and outlines processes to track metrics and ensure compliance with reporting. Demonstrates the level of organizational capacity needed to effectively operate their proposed services.	Organization has adequate experience administering federal grants and meeting similar subrecipient compliance obligations. Response describes financial management capacity, including a description of cash flow management for reimbursement grants, but needs more detail. Organization references data systems and processes to track metrics, but may need to provide more context. Demonstrates some organizational capacity to operate the proposed project but may need additional assistance.	Organization does not demonstrate adequate experience administering federal grants or meeting similar subrecipient compliance obligations. Response does not adequately describe financial capacity, cash flow management, or data tracking processes. Does not demonstrate capacity needed to operate proposed services.	
Organization History and Capacity (40 points total)			**Subtotal:**	
Reviewer Comments:				
Partnership History and Strength (only scored for group applications)				
	8-10 Points	**4-7 Points**	**0-3 Points**	**Reviewer Score**
Partnership History	Clearly describes the history of the partnership between this group of organizations applying together, including specific examples about past work conducted together and outcomes. Response provided clearly demonstrates an authentic, strong partnership between applicants. Example provided regarding a past instance of disagreement and how it was resolved moving forward contains sufficient detail to further demonstrate how partnership has strengthened over time and has capacity to move through difficult moments together.	Describes a brief history of the partnership between this group of organizations applying together, including some examples about past work conducted together and outcomes, but lacks some detail. Response provided somewhat demonstrates an authentic, strong partnership between applicants. Example provided about past disagreement has some detail but does not further demonstrate the strength of the partnership.	Does not describe the history of the partnership between this group of organizations applying together, does not include specific examples about past work conducted together and outcomes. Response does not demonstrate an authentic, strong partnership between applicants. No example of past disagreement provided, or example significantly lacks detail.	

Partnership Operations	Clearly outlines the partnership function, including who owns each service type, how they will coordinate and make decisions together, how they will share data and client information safely, and other key partnership considerations. Response outlines what each organization contributes to this work that cannot be replicated by the other partners, demonstrating overall strength of the partnership in successfully conducting this type of work. Response demonstrates strong partnership with established operational relationship together.	Response outlines the partnership function but needs more detail or has some missing information in each required response. Response leaves some question about strength of partnership or established operational relationship.	Does not adequately describe the partnership function or all key partnership considerations or questions. Response does not demonstrate strong partnership with established operational relationship.	
Partnership History and Strength (20 points total)			**Subtotal:**	
Reviewer Comments:				
Core Service: Case Management (only scored if applicant applied for this core service type)				
	8-10 Points	**4-7 Points**	**0-3 Points**	**Reviewer Score**
Intake Process	Clearly describes client intake process, provides concrete description of how they will operationalize required client verifications, outlines assessment and assignment process, and how they will manage staff caseloads depending on volume. Addresses how the organization will conduct required verifications to ensure compliance and demonstrates understanding of the requirements. Response is detailed regarding what occurs during client intake, demonstrating a caring environment and process for enrolling clients into services.	Somewhat describes client intake process, provides partial description of how they will operationalize required client verifications, outlines assessment and assignment process, and references how they will manage staff caseloads depending on volume. Some additional detail needed to describe full picture. Addresses how the organization will conduct required verifications but doesn't demonstrate strong approach to operationalizing the requirements. Response outlines what occurs during intake but needs additional detail or approach is not person-centered.	Does not clearly describe client intake process, description of how they will operationalize required client verifications, assessment and assignment process, or how they will manage staff caseloads depending on volume. Needs significantly more information. Does not address how the organization will conduct required verifications and/or does not demonstrate understanding of how to operationalize the requirements. Does not describe in detail what occurs during intake process or does not answer the majority of the full question.	

Case Management Approach	Response outlines the organization's approach to case management, in line with what is required in the RFA. Paints a detailed picture of how clients are treated, how staff engage them in care and connect them with needed services, and the level of service clients receive. Description includes how they will operationalize emergency financial assistance. Response clearly demonstrates a person-centered approach that goes beyond simple referrals. Example provided regarding navigating client care when needs assessed do not align with client's goals – includes details about service plan process throughout the duration of working with a client. Approach outlined clearly describes meeting clients where they are and demonstrates experience in engaging clients in complex care.	Response somewhat outlines the organization's approach to case management, with reference to the RFA but not fully aligned. Describes how clients are treated, how staff engage them in care and connect them with needed services, and the level of service clients receive. Description includes how they will operationalize emergency financial assistance. Response needs more detail and/or does not fully demonstrate a person-centered approach that goes beyond simple referrals. Example provided regarding navigating client care when needs assessed do not align with client's goals – but needs additional detail, or does not demonstrate the required person-centered approach in working with clients.	Response does not adequately describe the organization's approach to case management, or does not include what is required in the RFA. Does not adequately describe how clients are treated, how staff engage them in care and connect them with needed services, or the level of service clients receive. Description does not adequately describe how they will operationalize emergency financial assistance. Response does not demonstrate a person-centered approach that goes beyond simple referrals. No example provided, or example provided significantly lacks detail.	
Location and Staffing	Describes clear implementation plan for where clients can physically walk into a location for services, including staffing and supervision plan, and who will be present on site daily. Demonstrates how staff are trained and supervised to provide high level of care and depth of resources to residents, and how the organization keeps staff safe in their work. Demonstrates intentionality of how the physical space impacts client care and comfort.	Includes some detail about a physical location, but lacks key details on the feel of the space, operations, staffing plans, and isn't clear on who is present on site.	Does not describe adequate implementation plans for or details regarding a physical location, staffing, supervision, or daily site operations.	
Facilitation and Coordination	Provides a strong, clear response on how the organization will serve as the center of the model - both operationally with other organizations involved, and as a facilitator of the full client experience and partnership. Clearly demonstrates capacity to facilitate a complex partnership.	Provides adequate response to how they will serve as the center of the model, but lacks detail or vision on how they will facilitate a complex partnership and own the client experience.	Does not adequately describe how they will serve as the center of the model, does not demonstrate capacity to facilitate a complex partnership, does not adequately describe facilitation of the full client experience.	

Core Service: Case Management (40 points total)			Subtotal:	
Reviewer Comments:				
Core Service: Assertive Outreach (only scored if applicant applied for this core service type)				
	8-10 Points	**4-7 Points**	**0-3 Points**	**Reviewer Score**
Outreach Approach	Response clearly outlines the organization's approach to assertive outreach, in line with what is required in the RFA. Paints a detailed picture of how outreach is operationalized, how the team builds trust in residents, and how the team connects residents to care and other resources. Description includes how they determine outreach activities and methodology based on the specific situation or needs, including how to handle when an immediate need falls outside of the program's purview. Response clearly demonstrates a person-centered approach that meets people where they are. Example provided specific relationship-building activity conducted and how it translates into referrals/engagement over time.	Response somewhat outlines the organization's approach to assertive outreach, with reference to the RFA but not fully aligned. References how outreach is operationalized, how the team builds trust in residents, and how the team connects residents to care and other resources, but needs more detail. Description includes some reference to how they determine outreach activities and methodology based on the specific situation or needs. Response needs more detail and/or does not fully demonstrate a person-centered approach that meets people where they are. Example provided but needs additional detail to demonstrate approach.	Response does not adequately outline the organization's approach to assertive outreach, or does not include what is required in the RFA. Does not adequately describe how outreach is operationalized, how the team builds trust in residents, or how the team connects residents to care and other resources. Description does not include how they determine outreach activities and methodology based on the specific situation or needs. Response does not demonstrate a person-centered approach that meets people where they are. Example not provided or significantly lacks detail.	
Existing Relationships	Response describes organizations, networks, or individuals that the organization already has working relationships with, with detail that demonstrates how these partnerships serve the organization's work with clients in a manner that meets their needs.	Response includes details regarding existing relationships with organizations, networks, or individuals, but doesn't fully demonstrate how these partnerships strengthen their work to meet client needs.	Response is generic and does not list relevant existing relationships.	

Staffing	Clearly describes staffing plan and daily structure, including an implementation plan for how staff are trained and supervised to provide high level of care and depth of resources to residents, and how the organization keeps staff safe in their work.	Somewhat describes staffing plan and daily structure, including an implementation plan for how staff are trained and supervised to provide high level of care and depth of resources to residents, and how the organization keeps staff safe in their work. Does not provide enough level of detail to answer all reviewer questions.	Does not clearly describe staffing plan and daily structure, does not include an implementation plan for how staff are trained and supervised to provide high level of care and depth of resources to residents, or how the organization keeps staff safe in their work.	
Coordination	Provides clear, strong response as to how they will engage with all project partners in operating this program, including how they will coordinate together to connect residents to care, and to identify high-need areas and clients who need re-engagement in services. Includes example that demonstrates this capacity.	Provides adequate response to how they will engage with project partners, but lacks detail on how they will coordinate specifically for assertive outreach activities. Includes example but needs more detail.	Does not clearly or adequately describe how they will engage with project partners, nor how they will jointly coordinate for assertive outreach activities. Does not include relevant example.	
Core Service: Assertive Outreach (40 points total)			**Subtotal:**	
Reviewer Comments:				
Core Service: Mental Health Services (only scored if applicant applied for this core service type)				
	8-10 Points	**4-7 Points**	**0-3 Points**	**Reviewer Score**
Mental Health Services Approach	Response outlines the organization's approach to providing clinical mental health services, including a detailed description of their composition of clinicians, the range of clinical services offered, and how providers are onboarded and credentialed. Includes clear reference to the requirements in the application and RFA.	Response adequately outlines the organization's approach to providing clinical mental health services, but needs more detail on their composition of clinicians, the range of clinical services offered, and how providers are onboarded and credentialed. Includes some reference to the requirements in the application and RFA.	Response does not adequately describe the organization's approach to providing clinical mental health services, does not include a detailed description of their composition of clinicians, the range of clinical services offered, or how providers are onboarded and credentialed. Does not include reference to the requirements in the application and RFA.	

Client Enrollment Process	Clearly describes how the organization will accept client enrollments from the CM organization, how they will assign clients to providers, and other key operational details. Clearly outlines workflow that clients experience from enrollment to service completion. Includes specifics about how client preference for their assigned provider works in operation.	Somewhat describes how the organization will accept client enrollments from the CM organization, how they will assign clients to providers, how client preference fits into the process, and other key operational details, but lacks detail on specifics. Outlines workflow that clients experience from enrollment to service completion, but leaves reviewer with questions.	Does not adequately describe how the organization will accept client enrollments from the CM organization, how they will assign clients to providers, incorporate client preference, or other key operational details. Does not outline workflow that clients experience from enrollment to service completion.	
Coordination	Provides clear, strong response as to how they will engage with all project partners in operating this program, including how they will coordinate together to address emerging client needs, responds to community events or crises, and provide a clinical presence on-site when needed.	Provides adequate response to how they will engage with project partners, but lacks detail on how they will coordinate specifically for response to community events or crises, emerging client needs, or providing a clinical presence on-site when needed.	Does not clearly or adequately describe how they will engage with project partners, nor how they will jointly coordinate response to individual clients, community events or crises, and provide a clinical presence on-site when needed.	
Core Service: Clinical Mental Health Services (30 points total)			**Subtotal:**	
Reviewer Comments:				
Budget and Financial Assessment				
	8-10 Points	**4-7 Points**	**0-3 Points**	**Reviewer Score**
Budget and Narrative	Budget aligns with applicable core service types and includes costs that are allowable, necessary, and reasonable – not exceeding the award cap per each service type. Submitted budget is fully populated with requested information about how each line-item total was determined.	Budget aligns with applicable core service types but lacks clarity around some line items. Submitted budget is partially populated with requested information.	Budget does not align with applicable core service types and/or does not include requested information. Budget exceeds award cap per service type.	
Questionnaire for Funding Assessment + Audit	Review of organization's submitted Questionnaire for Funding Assessment and required Audit type does not bring up any concerns about the organization's past investigative or corrective actions, suspensions or debarments from participating in federal, State, or local funded programs, in such a manner that would impact its ability to	Review of organization's submitted Questionnaire and Audit notes some prior actions taken, but organization clearly explains how issues have been satisfactorily resolved. Impetus for corrective or investigative actions would not impact organization's ability to administer this proposal.	Review of the organization's submitted Questionnaire and Audit identifies concerns about past action or grant recalls or past non-compliance, and issues have not been satisfactorily resolved; or reason for action would impact its ability to successfully administer proposed project.	

	successfully execute the proposed program and manage the awarded funds.			
Budget and Financial Assessment (20 points total)			**Subtotal:**	
Reviewer Comments:				
			Total points for all applicable sections:	

Note:

- The Partnership History and Strength section is only scored for organizations applying as part of a group application. This serves as a way to evaluate the strength of the partnership when applicable.
- The total application score percentage (total points earned / total possible points based on applicable sections) is not the sole determining factor in making award recommendations. The review committee will consider applications for each Core Service type based on the merits of each applicable section, in addition to the strength of the overall application.

APPENDIX B – SUBRECIPIENT AGREEMENT

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COVER PAGE

Attached is the City's form Subrecipient agreement. At any time prior to execution of the agreement, the City reserves the right to add, delete or modify terms and conditions.

CDBG-DR SUBRECIPIENT AGREEMENT
NON-PROFIT COMMUNITY SUPPORT SERVICES PROGRAM

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into on this day of_,20___ (the "Effective Date"), by and between the City of St. Petersburg, Florida ("City") and _____ (the "Subrecipient") (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the City for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) ("HCDA") as described in the City's HUD-approved Disaster Recovery Action Plan; and

WHEREAS, the City believes it is in the public interest to serve as a pass-through entity by providing CDBG-DR funding to subrecipients for certain activities benefiting City residents through the City's Non-Profit Community Support Services (NPCSS) Program; and

WHEREAS, CDBG-DR funding made available for use by the Subrecipient under this Agreement constitutes a subaward of the City's Federal award, for which the use of funds must conform to the requirements of applicable Laws (as hereinafter defined) and this Agreement.

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

1. **CDBG-DR Award Information.**

Item	Information
Federal Award Identification Number (FAIN) / HUD CDBG-DR Grant No.	[_____]
Assistance Listing Number (formerly CFDA No.)	[_____]
Federal Register Notice(s) and Public Law(s)	[_____]
Federal Award / HUD Grant Agreement Date	[_____]
Agreement Number	[_____]
Responsible Entity	City of St. Petersburg, Florida
Lead Department / Program	[_____]
CDBG-DR Funding Source / Program	U.S. Department of Housing and Urban Development, Community Development Block Grant - Disaster Recovery
Subrecipient Name	[_____]
Subrecipient Unique Entity Identifier (UEI) / SAM.gov	[_____]
Subrecipient Period of Performance	[_____] to [_____]

Total Amount Obligated by this Agreement	$[_____]
Total CDBG-DR Obligation to Subrecipient	$[_____]
Project / Activity ID(s)	$[_____]
Federal Award Program/Project/Activity Description	[e.g., Mental Health Counseling, Trauma Recovery Support, Childcare, Food Security, Homelessness Prevention]
Indirect Cost Rate	[Negotiated Rate / De Minimis / Not Applicable]
Official City Contact for Award	[name/title/address/phone/email]

2. **Purpose of Agreement.** The purpose of this Agreement is for the City to provide a subaward to Subrecipient of CDBG-DR funds for Subrecipient to perform and complete the project more particularly described in **Exhibit A, "Project"**. The Subrecipient agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with the terms and conditions of this Agreement, all CDBG-DR requirements applicable to the Project, including, but not limited to, the HCDA, 24 CFR Part 570, 2 CFR Part 200, applicable Federal Register Notice(s) and waivers/alternative requirements, HUD CDBG-DR guidance, the Action Plan, the City's CDBG-DR policies and procedures, and all other applicable Laws.

3. **Agreement Components**. The agreement components are this Agreement, the exhibits attached to this Agreement, and the following documents, which are made a part hereof by reference ("Other Documents"):

(i) the City's HUD-approved Disaster Recovery Action Plan for Hurricanes Idalia and Helene, as may be amended from time to time ("the Action Plan");

(ii) the NPCSS Program Guidelines (as that term is defined herein), as may be amended from time to time;

(iii) City's CDBG-DR Non-Profit Community Support Services Program Request For Applications: _____ (the "RFA");

(iv) Subrecipient's application submitted in response to City's CDBG-DR Non-Profit Community Support Services Program Request For Applications: _____ (the "Application").

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 Other Documents, in the order in which they appear in the list above (for example, the Action Plan controls over the RFA).

4. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and terminate on _____ ("Term"), unless this Agreement is earlier terminated as provided for herein. This Agreement may be extended by mutual written agreement of the Parties provided that any such extension is subject to all necessary approvals by the City Council of the City of St. Petersburg, and further provided that this Agreement may only be extended for the duration allowed by applicable Laws.

5. Project Funding and Budget.

a. **Payment.** The City shall pay to the Sub-recipient, pursuant to the project budget ("Project Budget") set forth in **Exhibit B**, an amount not to exceed _____

($_____) ("Maximum Amount") for the Sub-recipient's performance and completion of the Project. The Subrecipient is responsible for all costs required to complete the Project that exceed the Maximum Amount. The City will have no responsibility for any Project costs in excess of the Maximum Amount.

b. **Eligible Costs.** Reimbursement provided by the City pursuant to this Agreement will only be available during the Term for eligible costs identified in the Project Budget and in accordance with applicable Laws. Subrecipient acknowledges and agrees that eligible costs are determined by applicable Laws, including, but not limited to the HCDA, 24 CFR 570 Subpart C, and the Action Plan, which set forth specific authorized activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of related risk. Subrecipient is responsible for all costs not eligible for reimbursement as determined by applicable Laws or this Agreement ("Ineligible Costs"). The City will have no responsibility or liability whatsoever for any Ineligible Costs.

c. **Disbursement of Funds.** The City will provide funds to the Subrecipient in accordance with the Project Budget.

i. Disbursement of funds will be made on a reimbursement basis after the City's review and approval of documentation that evidences payment of expenditures, unless the City, in its sole discretion, authorizes an advance payment in accordance with subsection v. below. Requests for reimbursement shall include an invoice and supporting documentation for the period of work being billed that are acceptable to the City. The Subrecipient shall submit invoices through the City's designated grants management system, or through such other format or system as may be required by the City. The Subrecipient shall use the invoice format and submission procedures that are approved by the City. Invoices shall be submitted by the Subrecipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in **Exhibit A.** 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 the Agreement.

ii. All reimbursement requests shall include the following for each expenditure item listed in the Project Budget, and any other information deemed necessary by the City (in its discretion), prior to each disbursement:

(a) a copy of invoices with date of service or for purchase of eligible items. For material and supplies purchased, if applicable, the invoice or cash register receipt must have a description of each item for which reimbursement is requested and must be legible;

(b) a copy of canceled checks or proof of electronic payment from Sub-

recipient. For an item to be approved for reimbursement, the name of the vendor on a canceled check or electronic payment proof must match the name of the vendor on the corresponding invoice; and

(c) a copy of signed time sheets and payroll documentation (in paper or electronic format acceptable to the City) for salary costs, if applicable.

iii. Reimbursement requests shall be made by the Subrecipient during the first fifteen (15) days of any given calendar month in which the request is made. All requests for payment made after the fifteenth day of the month will be held for processing until the next month.

iv. The City's approval of a reimbursement request and payment to the Subrecipient does not waive the City's right to later disallow costs, recover funds, or require corrective action based on monitoring, audit, HUD review, or other subsequent determination by the City or HUD.

v. Advance Payments. The method of payment under this Agreement is reimbursement. Notwithstanding the foregoing, the City may, in its sole discretion, authorize an advance payment upon separate written approval. No advance payment is permitted unless expressly approved by the City in writing. Any advance payment is conditioned upon the Subrecipient's certification, in form and substance acceptable to the City, that the Subrecipient is in compliance with all applicable CDBG-DR administrative requirements, cost principles, audit requirements, financial management standards, internal control requirements, and cash management requirements, including those set forth in 2 CFR Part 200, 24 CFR Part 570, the applicable Federal Register Notice(s), HUD waivers and alternative requirements, the Action Plan, this Agreement, and any other applicable CDBG-DR guidance or requirements issued by HUD. The Subrecipient represents that, if it requests advance payment from the City, it maintains: (i) written procedures that minimize the time elapsing between the transfer of funds in advance from the City and the subsequent disbursement of such funds by the Subrecipient for eligible CDBG-DR costs; and (ii) financial management systems that meet the standards for fund control, accountability, source documentation, and allowability of costs as established in 2 CFR Part 200 and applicable CDBG-DR requirements. The City may require the Subrecipient to provide additional documentation, certifications, reconciliations, or reports as a condition of any advance payment or subsequent disbursement, and may withhold, suspend, offset, recapture, or require repayment of any advanced funds that are not timely disbursed, adequately documented, or used in accordance with this Agreement and applicable Laws.

vi. The Subrecipient agrees (i) not to expend funds received under this Agreement for items which are not set forth in the Project Budget and (ii)

not to expend funds in a total amount which exceeds the corresponding dollar value for any items in the Project Budget. The Mayor (or his designee) and the Subrecipient may mutually agree in writing to make changes to the Project Budget in a manner determined to be reasonably necessary to maximize the value of the Project (e.g. by increasing the amount for one item in the Project Budget and making a corresponding reduction in the amount for another item in the Project Budget), provided that such changes do not result in an increase to the Maximum Amount. If the Mayor (or his designee) and the Subrecipient mutually agree in writing to change the Project Budget and such change does not result in an increase to the Maximum Amount, such written document will be attached to **Exhibit B** and such exhibit will be deemed amended accordingly.

d. **No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the City. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, federal government of the United States or any representatives of the federal government makes the United States a party to this Agreement.

e. **Subaward Contingent on Federal Funding.** The Subrecipient acknowledges and agrees that the City's payment of funds under this Agreement is contingent on the City receiving the funds from the federal government of the United States. If, for any reason, the federal government of the United States reduces the amount of federal funds available for this subaward, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, including **Exhibit B**, only outstanding incurred costs within the limits of the federal government of the United States provided financial assistance shall be eligible for reimbursement and the Subrecipient will be responsible for any outstanding incurred costs outside of the limits of the financial assistance provided by the federal government of the United States.

f. **Repayment of Funds.** Subrecipient shall repay to the City any CDBG-DR funds paid in excess of the amount to which Subrecipient is entitled, expended for Ineligible Costs, unsupported by adequate documentation, used in a manner that fails to meet a HUD National Objective (as required by 24 CFR 570.208), duplicative of other assistance, or otherwise disallowed by the City, HUD, the HUD Office of Inspector General, or any other authorized oversight authority. Repayment shall be made within thirty (30) days after written notice to Subrecipient unless otherwise agreed to by the City in writing.

g. **Return of Funds.** Upon expiration or earlier termination of this Agreement, or at such earlier time as directed by the City, the Subrecipient shall promptly return or transfer to the City any CDBG-DR funds on hand, including any unexpended advanced funds, cash balances, program income, interest earned to the extent required by applicable law, and any other funds attributable to this Agreement.

6. Records.

a. **Project Costs.** Subrecipient shall prepare in accordance with generally

accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Subrecipient and must be open to examination or audit by the City and the federal government of the United States for the longer of the following: (i) the Term of this Agreement, (ii) the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, or (iii) the applicable CDBG-DR records retention period. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by applicable Laws. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

b. **Reports**. The Subrecipient shall submit to the City such data, reports, records, contracts and other documents relating to the Project ("Project Documentation") as the City, HUD, the federal government of the United States, or any other applicable oversight authority may require, including any Project Documentation described in **Exhibit A** to this Agreement, the RFA, guidelines established by the City for the NPCSS Program ("NPCSS Program Guidelines") and any other Project Documentation necessary to enable the City to satisfy its CDBG-DR reporting obligations. The Subrecipient shall submit all required Project Documentation through the City's designated grants management system, or through such other format or system as may be required by the City. The Subrecipient shall comply with the reporting format, frequency, submission procedures, and documentation standards established by the City, as they may be amended from time to time during the Term in the City's sole discretion. Without limiting the foregoing, the Subrecipient shall report all performance metrics, beneficiary data, demographic information, service delivery data, financial assistance data, outreach data, provider network data, and other programmatic information required by the City. The City reserves the right to require additional reports, data, records, certifications, backup documentation, or other information at any time, including information necessary to support the City's reporting to HUD, monitoring of the Project, verification of eligible activities and beneficiaries, review of national objective compliance, duplication of benefits review, financial reconciliation, audit, or other CDBG-DR compliance requirements. The Subrecipient's failure to timely submit complete and accurate reports or supporting documentation in the form and manner required by the City may result in the City withholding payment, rejecting invoices or reimbursement requests, requiring corrective action, suspending performance, or exercising any other remedy available under this Agreement or applicable law.

c. **Closeout**.

i. The Subrecipient shall cooperate with the City in closing out this Agreement and the Project. Unless the City establishes an earlier deadline in writing, within thirty (30) days after expiration or earlier termination of this Agreement, the Subrecipient shall submit to the City, in form and substance acceptable to the City: (i) a final invoice; (ii) a final financial reconciliation; (iii) a final performance report; (iv) final beneficiary, demographic, income, service-delivery, disaster tie-back, and national-objective documentation; (v) an inventory of all equipment, supplies, real property, intangible property, and other assets acquired, improved, or furnished in whole or in

part with CDBG-DR funds; (vi) a report of any program income, accounts receivable, refunds, rebates, credits, recoveries, or other amounts attributable to CDBG-DR funds; (vii) copies of any unresolved audit, monitoring, insurance, litigation, or claim matters relating to the Project; and (viii) such other closeout documentation as the City may require.

ii. The Subrecipient shall liquidate all obligations incurred under this Agreement within the time required by 2 CFR Part 200 and City direction, provided that no obligation shall be eligible for payment unless it was properly incurred during the period of performance, is allowable, allocable, reasonable, adequately documented, consistent with the Project Budget, and otherwise compliant with this Agreement and applicable Laws. Closeout shall not affect the City's right to disallow costs, recover funds, require repayment, require corrective action, conduct monitoring, resolve audit findings, or enforce any surviving obligation.

d. **Access to Records, Personnel, and Project Sites**. Subrecipient shall permit the City, HUD, the HUD Office of Inspector General, the Comptroller General of the United States and any of their duly authorized representatives to have timely and reasonable access to books, documents, papers, electronic records, personnel, facilities, goods, services, and Project activity sites for audit, examination, excerpting, transcription, copying, monitoring, inspection, interviews, and other oversight purposes.

7. **Audits.** The administration of resources awarded through the City to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the City. The Subrecipient shall provide an independent audit of all Project 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. Additionally, Subrecipient is a non-Federal entity as defined by 2 C.F.R. Part 200, Subpart F as a subrecipient of a Federal award and is therefore subject to the requirements of 2 CFR Part 200 Subpart F, Audit Requirements. Without limiting the generality of the foregoing, in the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit C, Federal Financial Assistance (Single Audit Act)** to this Agreement identifies the Federal resources awarded through the City by this Agreement.

8. Termination and Suspension.

a. **Termination for Cause.** If, through any cause, the Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient violates any of the covenants, conditions or stipulations of this Agreement, the City will have the right to immediately terminate this Agreement by giving notice to the Subrecipient of such termination. Further, if the Subrecipient uses any funds provided by this Agreement for any purpose or expense other than authorized under this Agreement, the Subrecipient shall repay such amount and be

deemed to have waived the privilege of receiving additional funds under this Agreement. Notwithstanding the foregoing, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-recipient. In addition to the City's other rights and remedies and without limiting such other rights and remedies, the City may withhold any payments to the Subrecipient equal to the amount of damages incurred by the City as a result of the Sub-recipient's breach. If the amount of damages incurred by the City cannot immediately be determined, the City may withhold any payments to the Subrecipient equal to the estimated damages incurred by the City until such time as the exact amount of damages due the City from the Subrecipient is determined.

b. **Termination for Convenience.** This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to the Sub-recipient.

c. Suspension of Project Activities. In addition to, and without limiting the City's rights under subsections a. and b. above, if the City determines that the Subrecipient has failed to comply with this Agreement, applicable CDBG-DR requirements or applicable Laws, the City may, upon written notice to the Subrecipient, 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 CDBG-DR funds, ensuring Agreement compliance, addressing monitoring or audit findings, investigating suspected Agreement non-compliance, preventing the incurrence of Ineligible Costs, responding to a HUD directive or other oversight determination or requiring corrective action of the Subrecipient. During any period of suspension, the Subrecipient shall not incur additional costs, enter into new obligations, expend CDBG-DR funds, or continue suspended Project activities for which reimbursement or payment will be sought. Any costs incurred by the Subrecipient during a suspicion without the City's prior authorization in writing shall be incurred at the Subrecipient's sole risk.

9. Contracts of the Sub-recipient. The disbursement of funds to third parties (whether as a subaward or to a contractor or beneficiary) in connection with the performance and completion of the Project by Subrecipient under this Agreement is permitted; provided, however, that the Subrecipient may not enter into any lower tier third party contract, including any subaward agreement, financed in whole or in part with financial assistance under this Agreement without the prior written approval of the City. Subrecipient shall be solely responsible for ensuring that any person or entity receiving a subaward of the financial assistance provided hereunder ("Sub-subrecipient") and any contractor hired or used by Subrecipient in connection with the performance and completion of the Project ("Subrecipient Contractor") act in a manner consistent with and in accordance with the terms and conditions of this Agreement and applicable Laws, including, but not limited to, all CDBG-DR requirements, including the HCDA, 24 CFR Part 570, 2 CFR Part 200, the applicable Federal Register Notice(s), HUD guidance, the Action Plan, NPCSS Program Guidelines, and all other applicable federal, state, and local requirements. Subrecipient shall include in each agreement financed in whole or in part with financial assistance under this Agreement all contract provisions required by applicable Laws. Subrecipient shall require every Sub-subrecipient and every Subrecipient Contractor to defend and indemnify the Indemnified Parties to the same extent as Subrecipient and obtain and maintain the same types and amount of insurance as Subrecipient is required to obtain and maintain, including naming the Indemnified Parties as additional insureds under such policies.

10. Indemnification.

a. Subrecipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Sub-recipient, its employees, agents, representatives, contractors, subcontractors, consultants or sub-consultants; or

(ii) The failure of Sub-recipient, its employees, agents, representatives, contractors, sub-contractors, consultants or sub-consultants to comply and conform with applicable Laws (as defined herein); or

(iii) Any negligent act or omission of Sub-recipient, its employees, agents, representatives, contractors, subcontractors, consultants, or subconsultants, whether or not such negligence is claimed to be either solely that of Sub-recipient, its employees, agents, representatives, contractors, subcontractors, consultants or subconsultants 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 Sub-recipient, its employees, agents, representatives, contractors, subcontractors, consultants or sub-consultants; or

(v) Sub-recipient's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

b. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Subrecipient pursuant to this Agreement or otherwise obtained by Sub-recipient, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

11. Insurance.

a. Subrecipient shall maintain the following minimum types and amounts of insurance throughout the term of this Agreement at its own expense:

(i) Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy must include coverage bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.

(ii) Commercial automobile liability insurance of $1,000,000 combined single limit

covering all owned, hired and non-owned vehicles.

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

(iv) If the Project includes providing services to minors, Abuse and Molestation coverage in an amount of at least One Million Dollars ($1,000,000) per claim. This shall include coverage for bodily injury, mental anguish, and emotional distress arising from the actual, alleged, or threatened abusive behavior, conduct, verbal or nonverbal communication, molestation, or exploitation, whether for sexual gratification, discrimination, intimidation, coercion, or for any other purpose.

b. All of Sub-recipient's insurance policies, except Workers' Compensation, must name the Indemnified Parties as additional insureds.

c. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

d. Subrecipient shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Subrecipient shall provide copies of current policies with all applicable endorsements.

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

f. If the insurance carried by Subrecipient has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Subrecipient insurance limits are greater than the minimum limits set forth herein, then Sub-recipient's insurance limits are deemed to be the required limits in this Agreement.

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

h. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

12. **General Federal Requirements.** The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

a. **Uniform Administrative Requirements, Cost Principles, and Audit**

Requirements for Federal Awards. In performing the Project, the Subrecipient agrees to comply with all applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The Subrecipient may not enter into any lower tier third party contract, including any subaward agreement, financed in whole or in part with financial assistance under this Agreement without the prior written approval of the City.

b. Beneficiary Data and Other Sensitive Information. The Subrecipient is required to maintain data demonstrating client eligibility for Project activities. Such data may include, but not be limited to, beneficiary name, address, income level or other basis for determining eligibility, and description of activities provided. The Subrecipient must comply with 2 CFR Section 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy obligations and confidentiality.

c. **Procurement**. Subrecipient shall comply with 2 CFR 200.318 through 200.327.

d. **Use of Assets**. Equipment, fixed assets, supplies, intangible property, and other property purchased, improved, or acquired in whole or in part with CDBG-DR funds must be safeguarded, inventoried, insured, used only for authorized purposes, and managed and disposed of in accordance with 2 CFR 200.310 through 200.316, 2 CFR 200.439, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.505, the applicable Federal Register Notice(s), and City direction.

e. **Real Property.** Any real property under Subrecipient's control that is acquired or improved in whole or in part with CDBG-DR funds in excess of $25,000 shall be used to meet a CDBG national objective until five (5) years after expiration or termination of this Agreement, or for such longer period as required by law, HUD, the Action Plan, or the City. If the property is not used to meet a national objective during the required period, Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property less any portion attributable to non-CDBG-DR funds, as determined by the City.

f. **Program Income.** Subrecipient shall identify, account for, report, and remit or use program income only as directed by the City and in accordance with 24 CFR 570.500, 24 CFR 570.504, 24 CFR 570.502(a)(8), the applicable Federal Register Notice(s), the Action Plan, and City procedures. Net proceeds from disposition of equipment or other property purchased with CDBG-DR funds shall be treated as program income unless otherwise directed by the City or HUD.

g. **CDBG-DR Certifications and Assurances.** Subrecipient shall execute and comply with CDBG-DR certifications and assurances required by HUD, the City, the Action Plan, the applicable Federal Register Notice(s), and this Agreement.

h. Duplication of Benefits. The Subrecipient certifies that it shall no carry out any Project activities in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974

(42 USC 5155 et seq.) and described within the Appropriations Acts and Federal Register Guidance ("DOB"). The Subrecipient must comply with HUD's requirements for DOB as described in the Federal Register Guidance (Section IV.A.1 – Grant Administration; Duplication of Benefits and HUD guidance (including HUD training materials), including specific Order of Assistance requirements as noted under Subsection XIII.D. Use of Funds and Order of Assistance. The Subrecipient shall carry out Project activities under this Agreement in compliance with any City procedures (including NPCSS Program Guidelines) to prevent DOB.

i. Title VI of the Civil Rights Act of 1964 (24 CFR Part 1) General Compliance. The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended, and 24 CFR 570.601 and 570.602, as applicable. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. As a condition to the execution of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the Project described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 24 CFR part 1.

j. Section 3 of the Housing and Urban Development Act of 1968. The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and its implementing regulations at 24 CFR Part 135. The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" as defined in 24 CFR 135.5.

k. Conflicts of Interest; Conduct. Subrecipient shall comply with 24 CFR 570.611, 2 CFR 200.318(c) and all applicable City conflict-of-interest requirements. Subrecipient shall maintain written standards of conduct and conflict-of-interest procedures, shall not permit any employee, officer, agent, consultant, elected or appointed official, or other person with a real or apparent conflict to participate in selection, award, administration, or benefit decisions, and shall promptly disclose any actual, potential, or apparent conflict to the City for review before proceeding. The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

l. Suspension; Debarment. The Subrecipient represents and certifies that neither it nor its principals, affiliates, officers, directors, managers, employees with responsibility for Federal award administration, contractors, subcontractors, subrecipients, or lower-tier

participants are suspended, debarred, excluded, disqualified, or otherwise prohibited from participating in Federal awards or covered transactions. The Subrecipient shall maintain an active registration in SAM.gov, unless exempt, and shall immediately notify the City in writing of any change in its SAM.gov registration, Unique Entity Identifier, legal name, tax identification information, ownership or control, suspension or debarment status, or eligibility to receive Federal funds. The Subrecipient shall not enter into any lower-tier covered transaction using funds provided under this Agreement unless the Subrecipient has verified that the lower-tier participant is not suspended, debarred, excluded, disqualified, or otherwise prohibited from participating in Federal awards.

m. Federal Contract Provisions. Subrecipient acknowledges that Subrecipient's compliance with each applicable provision of the "City of St. Petersburg Federal Contracts Provisions Rider" attached to this Agreement as **Exhibit D** is an essential element of the Agreement.

n. Federal Certification and Assurances; Execution and Incorporation. The Subrecipient agrees to comply with and to certify compliance with all current federally required certifications and assurances for the grant program under which the federally funded subaward provided by this Agreement is made.

o. Performance Monitoring. In accordance with 2 CFR §200.332 (b), the City has performed a pre-award risk assessment of Sub-recipient. The results of the Subrecipient's pre-award risk assessment will be commensurate with the level and frequency of post-award monitoring activities by the City. The following post-award monitoring activities may be performed by City to ensure funds provided pursuant to this Agreement are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement; and that any performance metrics described in **Exhibit A** are achieved:

i. Reviewing required financial and performance reports prepared and submitted by Subrecipient to City.

ii. Performing desk and/or on-site review of the Sub-recipient's Project operations.

iii. Verifying that the Subrecipient is audited, where required by 2 CFR Part 200, Subpart F – Audit Requirements when it is expected that the Subrecipient's Federal awards expended during its respective fiscal year equal or exceed the threshold set forth in 2 CFR §200.501.

iv. Following up and ensuring the Subrecipient takes timely and appropriate action on all deficiencies, pertaining to the Agreement, detected through audits, on-site reviews, and other means.

v. Issuing a management decision for applicable audit findings pertaining to the Agreement as required in 2 CFR §200.521.

Based upon the results of the pre-award risk assessment and any post-award monitoring activities

as defined above, the City may utilize the following monitoring tools and activities to ensure proper accountability and compliance with Project requirements and achievement of performance goals:

i. Provide Subrecipient with training and technical assistance on Project-related matters.

ii. Perform follow-up desk and/or on-site reviews of the Subrecipient's Project operations.

iii. Consider whether the results of the Subrecipient's audits, on-site-reviews, or other monitoring indicate conditions necessitating adjustments to City's own records.

Notwithstanding any access to record requirements contained elsewhere in this Agreement, Subrecipient agrees to cooperate and participate with the above monitoring activities and tools conducted by the City to include, but not limited to, providing access to Subrecipient's records and financial statements, as necessary, for City to meet these monitoring requirements.

In the event of City's determination of noncompliance by Subrecipient as it relates to Subrecipient's performance under the Agreement, the City may take enforcement action steps in accordance with this Agreement.

13. **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.

14. Miscellaneous Provisions.

a. **Compliance with Laws.** Subrecipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, the orders and decrees of lawful authorities having jurisdiction over the matter at issue, including but not limited to the HCDA, 24 CFR Part 570, 2 CFR Part 200, applicable HUD notices, waivers, alternative requirements, HUD guidance, the Action Plan, the City's CDBG-DR policies and procedures, and the City's CDBG-DR award terms and conditions (collectively, "Laws") Subrecipient hereby makes all certifications required under Florida Statute section 287.135.

b. **Compliance with Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 Florida Statutes. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

c. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

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

e. **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.

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

g. **Governing Law.** 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.

h. **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.

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

CITY:

City of St. Petersburg
Department: _____
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7027
Attention: _____

SUB-RECIPIENT:

_____
_____
_____
_____

l. **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.

m. **Agreement not Assignable.** Subrecipient shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.

n. **Amendments.** This Agreement may be amended only in writing executed by the Parties.

o. **Survival**. Notwithstanding the expiration or earlier termination of this Agreement, this Agreement shall remain in effect during any period in which the Subrecipient has

custody, possession, or control of any CDBG-DR funds or other assets (such as program income) attributable to this Agreement. The Subrecipient's obligations relating to records, reporting, audits, monitoring, access to records, repayment, closeout, program income, return of funds, confidentiality, public records, indemnification, insurance, corrective action, and compliance with applicable CDBG-DR requirements shall survive expiration or earlier termination of this Agreement.

15. **Exhibits**.

Exhibits: The following Exhibits are attached and incorporated into this Agreement:

_____Exhibit A: Project
_____Exhibit B: Project Budget

_____Exhibit C: Federal Financial Assistance (Single Audit Act)
_____Exhibit D: Federal Contract Provisions Rider
_____ *Additional Exhibit(s)

*** Indicates that the Exhibit is only attached and incorporated if identified.**

[signatures on following page]

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

SUBRECIPIENT:

By: _____

Print: _____

Title:_____

CITY OF ST. PETERSBURG, FLORIDA: **ATTEST**

(SEAL)

By: _____

Print:_____

Title: _____

_____
City Clerk (Designee)

Approved as to Form and Content:

_____
City Attorney (Designee) 00905430.docx

EXHIBIT A

Project

EXHIBIT B

Project Budget

EXHIBIT C

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

HUD CDBG-DR Grant Number / FAIN: [_____]
Federal Awarding Agency: U.S. Department of Housing and Urban Development
Pass-Through Entity: City of St. Petersburg, Florida
Federal Register Notice(s) / Public Law(s): [_____]
Subaward Period of Performance: [_____]
Total Federal Funds Obligated by this Agreement: $[_____]
Total Federal Funds Obligated to Subrecipient: $[_____]
***Award Amount:** $_____
Indirect Cost Rate: _____
****Award is for R&D:** Yes ____ No _____

*The federal award amount may change with amendments.
**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

The Federal Funding Accountability and Transparency Act, 2 CFR Part 170, and applicable reporting through the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS), including reporting of first-tier subawards that meet or exceed the applicable federal reporting threshold, unless an exemption applies.

EXHIBIT D

FEDERAL CONTRACT PROVISIONS RIDER

The following provisions are incorporated into the Agreement. For purposes of this Exhibit, any reference to "the contract" refers to this Agreement, any reference to "contractor" or "Contractor" refers to the "Subrecipient" and any reference to services to be performed pursuant to the Agreement refers to the "Project".

1. **Remedies**. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of the Contract, along with such sanctions and penalties as appropriate, are addressed in the contract.

2. **Termination for Cause and Convenience.** Termination for cause and for convenience by the City, including the manner by which it will be effected and the basis for settlement is addressed in the contract.

3. **Equal Employment Opportunity.** If the Agreement meets the definition of "federally assisted construction contract" in 41 C.F.R Part 60 1.3, the provisions of this section 3 apply:

   During the performance of this Agreement, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agreement may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act**; **Copeland Anti-Kickback Act.**

A. If the contract is subject to the Davis-Bacon Act, the following provisions apply:

i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

iii. Contractors are required to pay wages not less than once a week.

B. If the contract is for construction or repair work above $2,000 and the Davis-Bacon Act applies, the following provisions also apply:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses in sections - of this Section may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. **Contract Work Hours and Safety Standards Act.** If this Agreement has a total contract amount in excess of $100,000 and involves the employment of mechanics or laborers, the provisions of this section 5 apply:

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph a of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.

c. *Withholding for unpaid wages and liquidated damages.* The applicable Federal agency or loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section

6. **Rights to Inventions Made Under a Contract or Agreement.** If this contract involves a funding agreement for the performance of experimental, developmental or research work, the provisions of this Section 6 apply:

    1. Definition. For purposes of this section , a "funding agreement" is any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
    2. Certification. The City may require the contractor to certify that it is either a small business firm or a nonprofit organization and may require the contractor to furnish evidence to establish its status as such.
    3. Clauses. The standard patent rights clauses identified in 37 C.F.R. 401.14 are deemed incorporated into the funding agreement.

7. **Environmental Protection.** If the total contract amount for this Agreement is in excess of $150,000, the provisions of this section 7 apply:
   The Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the U.S. agency or agencies funding this Agreement and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.

8. **Debarment and Suspension.**

a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Accordingly, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

1. Contractors who apply or bid for an award of $100,000 or more shall file the required certification described in 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
2. If applicable, contractors must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name & Title of Contractor's Authorized Official

_____
Date

10. **Procurement of Recovered Materials.** If the contract involves the use of materials, the provisions of this section 10 apply:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

i. competitively within a timeframe providing for compliance with the contract performance schedule;
ii. meeting contract performance requirements; or
iii. at a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

1. Definitions.

i. As used in this section , the term "covered telecommunications equipment or services" means any of the following:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

c. Telecommunications or video surveillance services provided by such entities or using such equipment;

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

ii. For the purposes of this section , "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. Prohibitions. The Contractor shall not obligate or expend any funds provided by the City under the contract to:

i. Procure or obtain covered telecommunications equipment or services;

ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

12. **Domestic preferences for procurements.**

a. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

i. ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. ASFH **with small and minority businesses, women's business enterprise and labor surplus area firms (2. C.F.R. §200.321).** The Contractor, if subcontracts are to be let, should ensure, when possible, that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

14. **Access to Records by Federal Government.**

    The Contractor will make available to the City and HUD or their authorized representative any documents, papers or other records, including electronic records, of the contractor that are pertinent to this contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue for a period of five years after completion of Project and final payment by the City.

    The City and HUD shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of Contractor's Project operations.

15. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

16. **Civil Rights Compliance.** Contractor shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) and its implementing regulations; and The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.) and its implementing regulations.



November 19, 2026

Mental Health RFA Award Recommendations

Sunrise St. Pete – Non-Profit Community Support Services Program

AGENDA

- CDBG-DR Overview
- Non-Profit Community Support Services Program Overview
- Request for Applications Overview
- Review Committee Recommendations
- Next Steps

CDBG-DR BACKGROUND

- Congress appropriated funds through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) Program in response to the 2023 Hurricane Idalia (DR-4734-FL) and the 2024 Hurricane Helene (DR-4828-FL)
- Unmet needs assessment/public input → Action Plan
- Action Plan approved by City Council in June 2025
- Action Plan approved by HUD in August 2025
- Grant Agreement signed by HUD in February 2026

SUNRISE ST. PETE ACTION PLAN BUDGET

Rehabilitation, Reconstruction, and Elevation Assistance	$35,000,000
Reimbursement for Repair	$12,000,000
Disaster Relief Payments	$14,000,000
Homebuyer Assistance	$5,000,000
Affordable Multi-Family Housing Development	$48,000,000
Voluntary Buyouts and Acquisitions	$5,000,000
Public Infrastructure Mitigation	$25,000,000
★ **Non-Profit Community Support Services**	**$6,000,000**
Post-Disaster Improvement and Planning	$1,889,800
Administration	$7,910,200

NON-PROFIT COMMUNITY SUPPORT SERVICES

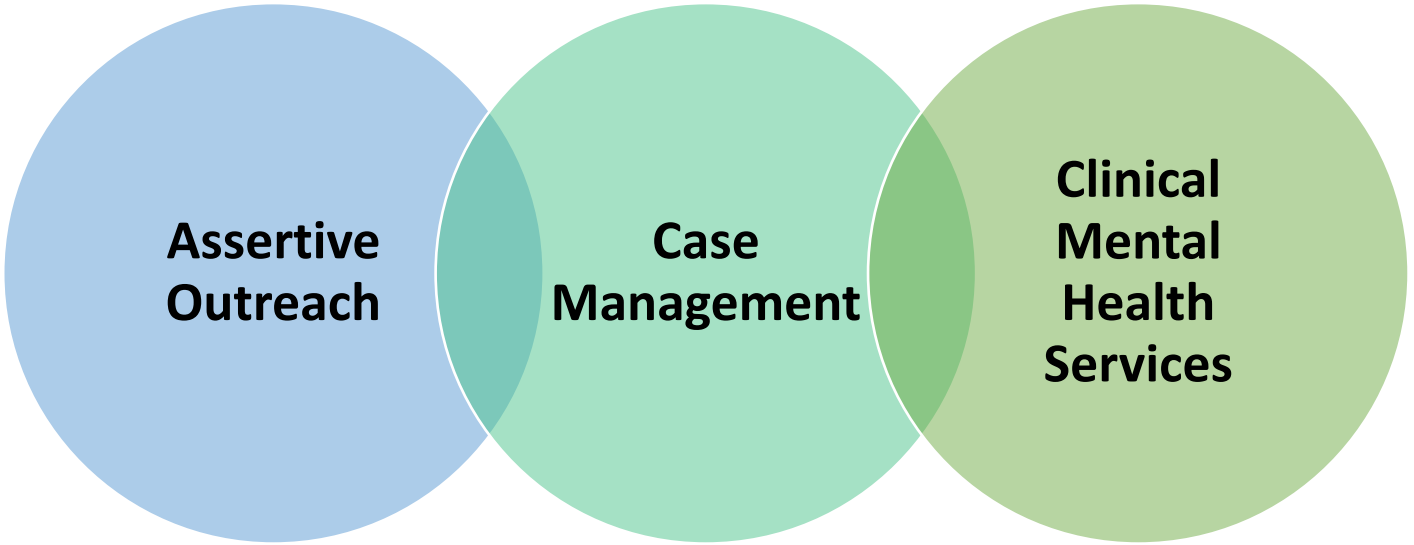
- Purpose:
  - Strengthen our community by helping nonprofits offer the care and support people need after a disaster to heal, recover, and prepare for the future
- Program awards will be issued through a series of funding opportunities, each with a different focus area tied to unmet needs after the 2023/2024 hurricane impacts
- We heard from residents and nonprofits directly that the storms increased demand for essential community services such as:
  - Mental health counseling and trauma recovery support
  - Food security programs
  - Housing stabilization
- **The first Request for Applications (RFA) issued focuses on mental health services and wraparound support**

REQUEST FOR APPLICATIONS: MENTAL HEALTH ELIGIBILITY CRITERIA

- Nonprofit organization, registered with the state of Florida, with a current 501(c)3 or 501(c)19 IRS designation
- Must have an established presence in the City of St. Petersburg and have been in operation for at least three (3) years
- Must have a UEI issued by SAM.gov
- Must demonstrate the capacity to implement the work outlined in the RFA, including demonstrating prior experience conducting similar work
- Must be in good standing with the City of St. Petersburg, IRS, and state of Florida

REQUEST FOR APPLICATIONS: MENTAL HEALTH SCOPE OF WORK

- Creating an interconnected ecosystem of care comprised of three (3) Core Services:



CORE SERVICES: CASE MANAGEMENT

- Central point of the model
- Responsible for:
  - Client access pathways: In-person location where residents can walk in, phone, website
  - Client intake: needs assessment, all required client verifications
  - Providing case management services: hands on support and warm hand-offs
  - Directly enrolling clients into clinical mental health services through partner organization
  - Providing Emergency Financial Assistance: requires full income verification and duplication of benefits (DOB) check
  - Facilitating the overall partnership operations between all organizations providing the Core Services

CORE SERVICES: ASSERTIVE OUTREACH

- Proactive method of meeting residents where they are, build trust and rapport, and connect to needed program and community resources
- Responsible for:
  - Conducting outreach activities city-wide that successfully engage residents – such as canvassing, attending community events, partnering with other community orgs, providing on-site support after significant events
  - Staying informed and up to date on local resources, programs, and activities that are beneficial for residents to hear about when conducting outreach
  - Working with other Core Service organizations to ensure residents get connected to the care they need and follow up with residents if they need to be re-engaged

CORE SERVICES: CLINICAL MENTAL HEALTH SERVICES

- Program clients will be able to directly enroll into clinical mental health services, such as counseling, psychiatric evaluations/care, medication management, and other clinically appropriate services

- All providers must maintain the applicable licenses in the state of Florida and follow state law regarding credentialing, intern supervision, etc.

- There are instances where clinical support is needed on-site at the program office, at community events, or directly after a significant event occurs
  - The selected organization will facilitate the presence of clinicians being on site when the need arises

FUNDING AVAILABLE

- A total of $1,250,000 is available under this RFA, which is the combined total the City will issue across all three Core Services:
  - **Case Management award cap**: up to $725,000
  - **Assertive Outreach award cap**: up to $175,000
  - **Clinical Mental Health Services award cap**: up to $350,000

- Applicants able to apply for 1 or more Core Service types

- **Period of Performance:** 1 year

TIMELINE

Event	Start Date	End Date
Virtual Information Session	Friday, July 17, 2026	
Open Application Period	**Monday, July 27, 2026**	Friday, August 28, 2026
Cone of Silence	Monday, July 27, 2026	When the award agreements are fully executed following City Council approval
Application Question and Answer Period	Monday, July 27, 2026	Friday, August 7, 2026 (Answers posted August 12, 2026)
Applications Due	**Friday, August 28, 2026**	
Review Committee Application Scoring	August 31, 2026	Friday, September 18, 2026
Review Committee Deliberations – 1st Meeting	September 21, 2026	
Review Committee Deliberations – 2nd Meeting	October 6, 2026	
Appeals Period	September 23, 2026	November 5, 2026 at 5pm

APPLICATIONS RECEIVED

App	Org	**Core Service Applied For** AO: Assertive Outreach CM: Case Management CMHS: Clinical Mental Health Services
1	Seniors in Service of Tampa Bay	AO
2	Gulf Coast JFCS	CM, CMHS
3	Endeavors	CM, AO
4	Volunteers of America of Florida	CM, CMHS, AO
5	PERC	CM, AO
6	St. Vincent de Paul	CM
7	Directions for Living	CM, CMHS
8	Recovery Epicenter Foundation	CM, AO
9	St. Petersburg Free Clinic	CM, CMHS, AO
10	Suncoast Center	CMHS
11	Operation New Hope	CM

REVIEW COMMITTEE MEMBERS

- Alyssa Elsner – Neighborhood Relations
- Zulekha Foulen – St. Pete Police Department
- Kylie Noonan – Codes Compliance Assistance
- Helen Rhymes – Housing and Community Development
- Jess Riedel – Housing and Neighborhood Services Administration

COMMITTEE RECOMMENDATIONS

- Meeting 1: September 21, 2026

  Committee deliberated and recommended award to the organization with the top score for Case Management and Assertive Outreach

  - **Case Management award:** PERC
  - **Assertive Outreach award:** PERC

  Committee short-listed the top two scorers for Clinical Mental Health Services and requested additional information

  - Gulf Coast JFCS
  - Directions for Living

- Meeting 2: October 6, 2026

  Committee discussed additional information received and made recommendation

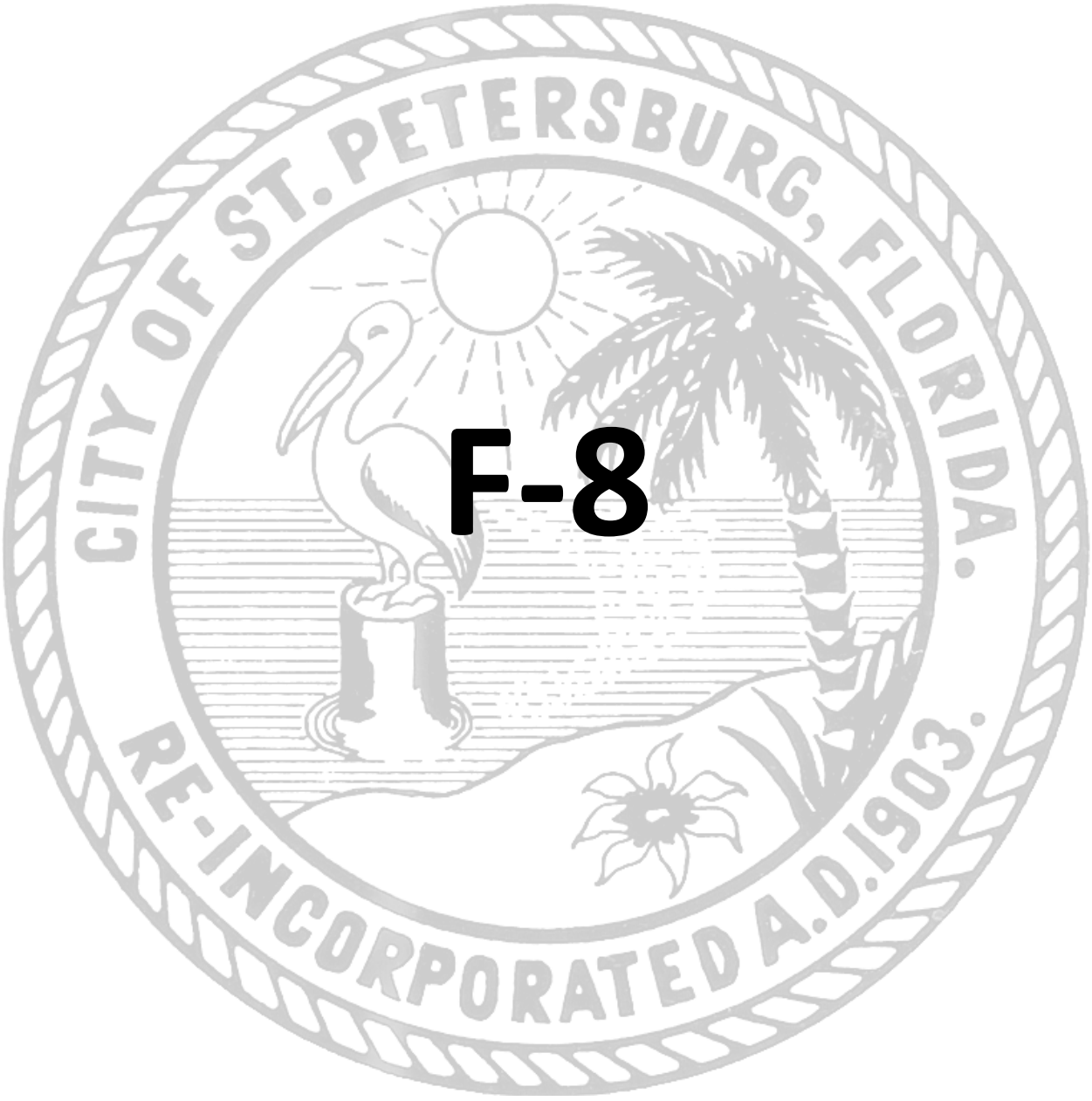
  - **Clinical Mental Health Services award:** Gulf Coast JFCS

NEXT STEPS

- Administration recommends approval of the committee's award recommendations for each Core Service
  - PERC (one agreement)
    - Case Management: $722,158.06
    - Assertive Outreach: $174,832.20
  - Gulf Coast JFCS
    - Clinical Mental Health Services: $350,000
- Subrecipient agreements will be fully executed upon Council approval
  - Agreement effective date: December 1, 2026
  - Period of performance: 1 year


THANK YOU

The following page(s) contain the backup material for Agenda Item: Mahaffey Theater Management Agreement with The Florida Orchestra
Please scroll down to view the backup material.



F-8

CITY COUNCIL AGENDA
REPORT ITEM

DATE: November 13, 2026

TO: The Honorable Members of City Council

SUBJECT: Mahaffey Theater Management Agreement with The Florida Orchestra

PRESENTER: Beth Herendeen, Managing Director, City Development Administration

SCHEDULE FOR COUNCIL ON: November 19, 2026

Gina Driscoll
Council Member, District 6

ATTACHMENT:
Draft Management Agreement

MANAGEMENT AGREEMENT

between the

CITY OF ST. PETERSBURG, FLORIDA

and

THE FLORIDA ORCHESTRA, INC.

1. Definitions. 1
2. Term. 4
3. Manager's Duties. 4
A. Required Submittals Prior to Management Commencement Date. 4
B. General Management Duties. 6
C. Minimum Attendance. 7
4. Modifying Mahaffey Theater Facility Property; Use of Museum Parking Lot. 8
A. Adding Property. 8
B. Deleting Property. 8
C. Use of Museum Parking Lot 8
5. Grand Prix Race Agreement. 9
A. Agreement Subject to Grand Prix Race Agreement. 9
B. Grand Prix Race Event. 9
6. Management Fees. 10
A. Fixed Monthly Fee. 10
B. Cost of Maintenance and Repairs. 10
C. Other Fees and Compensation. 10
7. Use Agreements. 11
A. Parties to Use Agreements. 11
B. Negotiation and Terms and Conditions. 11
C. City Tickets. 11
D. Use Agreements Assignable to City. 11
E. Approval. 11
8. Lease or License Agreements. 11
9. Use of Mahaffey Theater Facility at Direction of Mayor. 11
A. Use By Local Civic and Nonprofit Organizations. 12
B. City Use. 12
C. Scheduling. 12
10. Inspections, Repairs, Maintenance and Improvements. 12
A. Inspections, Repairs and Maintenance. 12
B. Repairs. 12
C. Capital Improvements. 12
D. Structural Modifications and Repairs. 13

E. Structural Soundness and Sound Operating Condition. 13
F. Laws Related to Public Buildings and Public Works. 13
11. Contracts and Leases Assignable to City. 13
12. Employees. 13
A. Staff. 13
B. Background Checks. 13
13. Books and Public Records. 14
A. Definitions. 14
B. Manager Obligations regarding Books and Public Records. 14
C. Informational Statement. 14
D. Manager Designated Records. 15
E. Survival. 16
14. Performance Audit. 16
15. Bond Restrictions and Compliance with Federal Tax Law. 16
A. Bonds Govern and Control. 16
B. Manager's Compliance with Instructions. 16
16. City Access to and Ownership of the Mahaffey Theater Facility. 16
17. Termination. 16
A. Without Cause for Destruction or Damage. 16
B. Without Cause After Three Years. 16
C. With Cause/Cure. 17
D. With Cause/No Cure. 17
18. Obligations Upon Termination or Expiration. 17
A. Vacate. 17
B. Inventory. 17
C. Settle Accounts. 17
D. Surrender of Records, Accounts and Property. 17
19. No Payment of Fees During Breach. 17
20. Right to Suspend or Limit Use of the Mahaffey Theater Facility. 18
21. Insurance. 18
A. Purchase of Insurance. 18
B. Additional Insureds. 19
C. Combination of Policies. 19

D. Broader Coverage. 19
E. Evidence of Insurance. 19
F. Notice. 19
G. Waiver of Subrogation. 20
H. Claims. 20
I. Primary and Noncontributory. 20
J. Property and Equipment of Manager. 20
K. Changes. 20
L. Property Insurance. 20
22. Release and Indemnification. 20
A. Assumption & Release. 20
B. Hazardous Materials Claims. 21
C. Defense of Claims. 21
D. Insurance and Survival. 21
E. Costs, Expenses, and Liabilities. 21
F. Failure to Defend. 21
23. Waiver of City's Liability. 21
24. Limitation of Liability. 22
25. Hazardous Material. 22
26. Naming Rights and Sponsorship. 22
A. Naming Rights Plan. 22
B. Naming Rights Agreements. 22
C. Sponsorship Agreements. 23
D. Membership Agreements. 23
E. Crown Cars Parking Garage Naming Rights Agreement. 23
27. Collection and Deposit of Sponsorships, Memberships, Naming Rights Proceeds... 23
28. Assignment. 23
A. Assignment by Manager. 23
B. Assignment of Agreements. 23
29. Subcontracting. 24
A. Subcontracting by Manager. 24
B. Subcontractor Insurance and Indemnification. 24
C. Facility Management Services Subcontractor. 24

30. Brokers. 24
31. Signage and Advertisements. 25
32. Performance and Payment Bond or Other Security. 25
33. Attendance at City Council Meetings. 25
34. Successors and Assigns. 25
35. Dispute Resolution. 25
36. Payment of Taxes. 25
37. No Right to Pledge, Encumber or Cause the City to Assume Liability. 26
38. No Liens. 26
39. Compliance with Laws. 26
40. Permits and Licenses. 26
41. Certification. 26
42. Notices. 26
43. City Approval and Action. 27
A. Approvals. 27
B. Exercise of Rights. 27
44. No Waiver. 27
45. Governing Law and Venue, Registered Agent. 28
A. Governing Law and Venue. 28
B. Registered Agent. 28
46. Non-Appropriation. 28
47. City Council. 28
48. Relationship of Parties. 29
49. Force Majeure. 29
50. Conflicts of Interest. 29
A. Non-Compete. 29
B. Purchases, Contracts and Subcontracts. 29
51. City Employees, Representatives and Elected and Appointed Officials Not Liable. 29
52. Copyright. 30
53. Museum Lease Agreement. 30
A. Relationship Between Agreements. 30
B. Amendments. 30
54. Dali Grant Agreement. 30

A. Agreement Subject to Dali Grant Agreement. 30
B. Amendments or Termination. 30
55. Dali Museum Expansion. 31
A. Expansion Authorized. 31
B. Noises and Vibration. 31
C. Effects of Reconfiguration. 31
D. Mandatory Meeting Attendance. 31
E. Comments on Deliverables. 31
F. Program Schedule. 31
G. Coordination. 31
H. Cooperation. 31
56. Non-Discrimination. 32
57. Grant Funding. 32
58. Florida Orchestra. 32

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made this ___ day of _____, _____ ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation, ("City") and the Florida Orchestra, Inc., ("Manager") (collectively, "Parties"), with reference to the following matters.

R E C I T A L S

WHEREAS, the City is the owner of the Mahaffey Theater Facility (as defined hereinafter); and

WHEREAS, the City intends for the Mahaffey Theater Facility to be a premier performing arts facility and an attraction for both local residents and tourists; and

WHEREAS, Manager represents that it possesses the personnel, skills, and experience necessary for the professional management, operation, maintenance, and marketing of the Mahaffey Theater Facility; and

WHEREAS, Manager desires to manage, operate, maintain, and market the Mahaffey Theater Facility; and

WHEREAS, the City wishes to enter into this Agreement with Manager for Manager to manage, operate, maintain, and market the Mahaffey Theater Facility until May 31, 2031, except as otherwise provided in this Agreement; and

WHEREAS, Manager has agreed to the terms and conditions set forth in this Agreement.

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

1. **Definitions**. The following terms have the meaning ascribed to them below and words in the singular form should be construed to include the plural and vice versa, unless the context otherwise requires:

- "Bond Counsel" means Bryant Miller Olive, P.A. or their successors in their capacity as legal advisor to the City with respect to Bonds.

- "Bonds" means all current and future bonds, notes and loan agreements the proceeds of which are utilized to finance construction of or improvements to the Mahaffey Theater Facility or any portion thereof.

- "Booking Business Records" means booking business records, as defined in Section 255.047, Florida Statutes, related to the Mahaffey Theater Facility and prepared or developed by either the City or Manager.

- "Calendar Year" means that period of time from January 1st to December 31st each year.

- "Capital Improvement" means a repair, renewal or replacement of the Mahaffey Theater Facility buildings, structures, equipment or fixtures which has an expected useful life greater than one year and a cost greater than $50,000.

- "City Attorney" means the individual holding the position of City Attorney as that position is described in the City Charter or an Assistant City Attorney designated by the City Attorney.

- "City Charter" means the City of St. Petersburg, Florida Municipal Charter.

- "City Council" means the City Council of the City established pursuant to the City Charter.

- "City Council Approval" or "Approved by City Council" means prior approval of City Council by Resolution or ordinance in accordance with the procedures set forth in Section 166.041, Florida Statutes.

- "Center for the Arts Plaza" means the area designated as Center for the Arts Plaza on Exhibit A and all current improvements thereto.

- "Costs of Maintenance and Repairs" means all costs of maintenance and repairs to the Mahaffey Theater Facility necessary to maintain the Mahaffey Theater Facility buildings, structures, equipment and fixtures in sound condition, excluding Capital Improvements. Costs of Maintenance and Repairs include but are not limited to costs of HVAC system repair, landscape maintenance, elevator service agreements, fire alarm testing, and minor parking lot repairs.

- "Dali Grant Agreement" means either (i) the grant agreement between the City and the Museum Organization, dated December 8, 2010, as such agreement may be amended from time to time, or (ii) in the event that December 8, 2010 grant agreement is terminated and its provisions are incorporated into the Museum Lease, then all references in this Agreement to the "Dali Grant Agreement" are deemed to refer to the Museum Lease.

- "Generally Accepted Accounting Principles" means those accounting principles promulgated by the Governmental Accounting Standards Board, Financial Accounting Standards Board, and other standard setting boards as mutually agreed upon by the Parties from time to time, and any applicable standards required by applicable Laws.

- "Laws" means all existing and future federal, state, and local statutes, ordinances, City Charter, rules, regulations and resolutions, the federal and state constitutions, all orders and decrees of lawful authorities having jurisdiction over the matter at issue, and all City policies and procedures, including but not limited to statutes governing construction

of public buildings and repairs upon public buildings and public works (including but not limited to the bonding requirements of Section 255.05, Florida Statutes, regardless of whether the contract for construction or repair is between Manager and the contractor or the contractor and the City), Chapter 119, Florida Statutes, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, Chapter 448, Florida Statutes, Laws regarding E-Verify, Age Discrimination in Employment Act, Family Medical Leave Act, and permit and license requirements.

- "Lease or License Agreement" means any agreement for the lease or license (i.e., use) of the Mahaffey Theater Facility, or any portion thereof, with a term (including any and all renewals and extensions) in excess one (1) year.

- "Mahaffey Theater" means the area designated as Mahaffey Theater on Exhibit A (including but not limited to the main stage), and all current and future improvements thereto.

- "Mahaffey Theater Facility" means the area designated as the Mahaffey Theater Facility on Exhibit A, including but not limited to the Mahaffey Theater, Parking Facilities, and the Center for the Arts Plaza. The City, in its sole and absolute discretion, has the right to add or delete property to the definition of Mahaffey Theater Facility pursuant to the terms of this Agreement.

- "Mayor" means the Mayor of the City of St. Petersburg or Mayor's designee, as authorized in writing.

- "Mayor Approval" or "Approved by the Mayor" means prior written approval by the Mayor or Mayor's designee, as authorized in writing.

- "Museum Parking Lot" means the area defined in the Museum Lease as the "Parking Lot," as that definition may be amended from time-to-time.

- "Museum Lease" means the amended and restated ground lease agreement between the City and Museum Organization, dated December 30, 2024, as such agreement may be amended from time to time.

- "Museum Organization" means the Salvador Dali Museum, Inc., and its successors and assigns.

- "Naming Rights Plan" means the naming rights plan developed by Manager and Approved by the Mayor pursuant to the terms of this Agreement.

- "Parking Facilities" means the combination of surface parking and parking garage parking designated on Exhibit A.

- "Quarter" means a period of time that make ups one fourth of the Calendar Year and is delineated as follows:

- Quarter 1 spans from January 1 through March 31,
- Quarter 2 spans from April 1 to June 30,
- Quarter 3 spans from July 1 through September 30, and
- Quarter 4 spans from October 1 to December 31.

- "Race Promoters" means any and all third parties that the City contracts with currently or in the future for the conduct of racing events in downtown St. Petersburg, including but not limited to Green Savoree St. Petersburg, LLC.

- "Resolution" has the meaning contained in Section 166.041, Florida Statutes.

- "Restricted Depository Account" means an interest-bearing account established by Manager upon which Manager and the City have signatory authority, which account shall be utilized by Manager in accordance with this Agreement.

- "Sign Guidelines" means the sign, logo and advertisement guidelines developed and submitted by Manager and Approved by the Mayor.

- "Submittals" means any and all plans, reports and other documents required to be submitted by Manager to the Mayor or City Council pursuant to this Agreement.

- "Use Agreement" means an agreement for use of the Mahaffey Theater Facility, or any portion thereof, with a maximum term (including any and all renewals and extensions) of one (1) year.

2. **Term**. The term of this Agreement ("Term") commences on the Effective Date and terminates at midnight on May 31, 2031, unless this Agreement is earlier terminated as provided herein. Manager shall notify the City no later than December 31, 2030, whether Manager wishes to extend the Term and under what terms and conditions Manager would agree to extend the Term. If the City and Manager mutually agree to extend the Term, the extension and any corresponding terms and conditions shall be set forth in a new agreement duly executed by the Parties. In no event will the City be required to extend the Term or enter into a new agreement.

3. **Manager's Duties**. Manager is responsible for the complete management, operation, maintenance, and marketing of the Mahaffey Theater Facility and shall carry out all provisions of this Agreement consistent with industry standards. Manager's duties under this Agreement include but are not limited to:

A. Required Submittals Prior to Management Commencement Date. Manager shall timely provide to the Mayor the following Submittals prior to the Management Commencement Date (as defined hereinafter), which Submittals are all subject to Mayor Approval. Throughout the Term, Manager may not modify any Submittal without Mayor Approval. The Submittals to be provided by Manager under this Agreement prior to the Management Commencement Date include but are not limited to the following:

(i) Booking Policy. Within 30 days after the Effective Date, Manager must prepare and submit to the Mayor the policies and procedures (including but not limited to scheduling procedures) used by Manager for programming and event management. Upon Mayor Approval, the Booking Policy will be deemed attached to this Agreement as Exhibit B. The booking policy, must, at a minimum, address the following:

a. Diversity of Programming. The booking policy must describe how Manager will encourage and book events that interest the entire community, which must include but are not limited to orchestral presentations, popular music of a variety of genres, dance, family shows, comedy performances and community events.

b. Quality of Programming. The booking policy must describe how Manager will achieve consistently high quality of programming and quality goals and requirements.

(ii) Staff Plan. Within 30 days after the Effective Date, Manager must prepare and submit to the Mayor a staff plan for the management, operation, maintenance and marketing of the Mahaffey Theater Facility. The staff plan must include, but not be limited to, an organizational chart, job descriptions, qualifications, pay ranges and benefit programs. The staff plan also must include a description of any operational functions that may be subcontracted, with a narrative explanation supporting the recommendation to subcontract those functions. Upon Mayor Approval, the staff plan will be deemed attached to this Agreement as Exhibit C.

(iii) Maintenance Standards. Within 30 days after the Effective Date, Manager must prepare and submit to the Mayor maintenance standards which set forth specific maintenance requirements for the Mahaffey Theater Facility, including but not limited to preventative maintenance and specific maintenance procedures set forth in equipment and material warranties. Upon Mayor Approval, the Maintenance Standards will be deemed attached to this Agreement as Exhibit D.

(iv) Standard Operating Procedures Manual. Within 30 days after the Effective Date, Manager must prepare and submit to the Mayor standard operating procedures manuals for administration, marketing, emergency procedures, custodial procedures, security, and other management or operational functions specified by the Mayor. Upon Mayor Approval, the standard operating procedures manuals will be deemed attached to this Agreement as Exhibit E.

(v) Naming Rights Plan. Within 30 days after the Effective Date, Manager must prepare and submit to the Mayor a Naming Rights Plan outlining how Manager will sell naming rights for the Mahaffey Theater Facility or portions thereof, subject to the limitations and requirements in paragraph 26. Upon Mayor Approval, the Naming Rights Plan will be deemed attached to this Agreement as Exhibit F.

(vi) Marketing Plan. Within 30 days after the Effective Date, Manager must prepare and submit to the Mayor a strategic marketing plan. Upon Mayor Approval, the marketing plan will be deemed attached to this Agreement as Exhibit G.

(vii) Sign Guidelines. Within 30 days after the Effective Date, Manager must prepare and submit to the Mayor Sign Guidelines for signs, logos and advertisements to be placed on any portion of the Mahaffey Theater Facility (interior or exterior). Upon Mayor Approval, the Mayor Sign Guidelines will be

deemed attached to this Agreement as Exhibit H.

B. General Management Duties. Commencing on January 1, 2027 ("Management Commencement Date"), Manager's duties include but are not limited to:

(i) Marketing. Marketing, advertising and promoting the Mahaffey Theater Facility;

(ii) Booking. Booking events and activities at the Mahaffey Theater Facility to meet a minimum acceptable activity level as identified in the Booking Policy set forth in Exhibit B;

(iii) Goods & Services. Providing or contracting for all goods and services necessary to manage, operate, maintain, and market the Mahaffey Theater Facility;

(iv) Staffing. Hiring and training all employees so that the Mahaffey Theater Facility will be properly staffed with qualified personnel;

(v) Media. Coordinating news, entertainment and educational media;

(vi) Operations & Maintenance. Providing effective inspections, operations and maintenance of the Mahaffey Theater Facility, including preventative maintenance, inspections for dangerous conditions, repairs, risk management, hurricane and emergency procedures, fire prevention, security, custodial services, energy conservation, and landscape maintenance;

(vii) Coordination. Addressing all site coordination issues and parking and traffic access issues, including but not limited to site coordination, parking, and traffic access issues related to the Grand Prix Race Agreement, and Salvador Dali Museum;

(viii) Accounting. Compiling all accounting and reporting on an accrual basis and in accordance with Generally Accepted Accounting Principles;

(ix) Legal Proceedings. Notifying the City Attorney when Manager believes it is necessary for the City to initiate a legal action or proceeding against a third party related to the Mahaffey Theater Facility and, if directed by the City Attorney in writing, initiating a legal proceeding as agent for the City in accordance with the City Attorney's instructions and the budget established by the City Attorney;

(x) Good Faith. Acting in good faith consistent with the goals and terms of this Agreement;

(xi) Sound Business Practice. Utilizing sound business practices in the management, operation, maintenance, and marketing of the Mahaffey Theater Facility;

(xii) Communication. Communicating in a timely manner and establishing a cooperative relationship with the Mayor, lessees, licensees, users of the Mahaffey Theater Facility, entities conducting current programming at the Mahaffey Theater Facility, and local cultural arts entities (e.g. Salvador Dali Museum and Palladium Theatre).

(xiii) Capital Improvement Plan. Beginning in 2028, no later than January 1st of each year during the Term, Manager must prepare and submit to the Mayor a Capital Improvement plan for the following Calendar Year of operation and for the remainder of the Term, which Capital Improvement plan must contain Manager's recommendations for Capital Improvements.

(xiv) Reporting.

a. Quarterly Report. Within 30 days after the end of Quarter 1, Quarter 2, and Quarter 3 during the Term (i.e., on or before April 30 for Quarter 1, June 30 for Quarter 2, and October 30 for Quarter 3), Manager must prepare and submit to the Mayor a written report summarizing the following for the preceding Quarter: revenues and expenditures, events held and number of ticketed patrons attending each event (including a scanned ticket report), total attendance to date, total naming rights sold, accomplishments and plans related to advertising, marketing, and programming, compliance with the minimum acceptable activity level set forth in this Agreement, and such other data and information as the Mayor requests.

b. Annual Report. Beginning in 2028, on or before January 30 of each Calendar Year during the Term, Manager must prepare and submit to the Mayor and City Council a written report summarizing the following for the preceding Calendar Year: revenues and expenditures, events held and number of ticketed patrons attending each event (including a scanned ticket report), total attendance for the Calendar Year, total naming rights sold, accomplishments and plans related to advertising, marketing, and programming, compliance with the minimum acceptable activity level set forth in this Agreement, and such other data and information as the Mayor or City Council requests. Manager is also required to present this annual report in person and respond to any inquiries regarding the information presented at a City Council meeting in February of each Calendar Year during the Term unless otherwise agreed upon by the Parties in writing.

C. Minimum Attendance.

(i) Requirement. Manager shall ensure that the following minimum attendance requirements (hereinafter, "Minimum Attendance Requirements") are met each Calendar Year during the Term for events held at the Mahaffey Theater:

a. Calendar Year 1 (Management Commencement Date through Dec. 31, 2027): No minimum attendance requirement

b. Calendar Year 2 (Jan 1, 2028 - Dec. 31, 2028): 150,000 ticketed patrons in attendance

c. Calendar Year 3 (Jan 1, 2029 - Dec. 31, 2029): 175,000 ticketed patrons in attendance

d. Calendar Year 4 (Jan 1, 2030 - Dec. 31, 2030): 175,000 ticketed patrons in attendance

e. Calendar Year 5 (Jan 1, 2031 - May 31, 2031): 175,000 ticketed patrons in attendance

(ii) City Remedy. In the event Manager fails to ensure the Minimum Attendance Requirements are met in any Calendar Year, the City may terminate this Agreement by providing written notice of termination to Manager, which written notice will identify the effective date of termination.

4. **Modifying Mahaffey Theater Facility Property; Use of Museum Parking Lot.** The City has sole and absolute discretion to exercise its rights set forth in this paragraph 4.

A. Adding Property. Upon notice from the City to Manager at any time, the City, in its sole and absolute discretion, has the right to add property to the definition of Mahaffey Theater Facility. If the addition of property to the definition of Mahaffey Theater Facility will not materially or adversely increase Manager's duties pursuant to this Agreement, that additional property is subject to this Agreement, and Exhibit A will be deemed amended accordingly. If the addition of property to the definition of Mahaffey Theater Facility will materially or adversely increase Manager's duties pursuant to this Agreement, the Parties must attempt to establish appropriate adjustments in the fees and other City contributions identified in this Agreement. If the City and Manager mutually agree to adjustments in the fees and other City contributions, such adjustments and any other necessary modifications to this Agreement (e.g., changes to Exhibit A) must be set forth in an amendment to this Agreement made in accordance with this Agreement and subject to City Council Approval. If the City and Manager do not agree on adjustments in the fees and other City contributions, Manager must continue to perform its duties and obligations pursuant to this Agreement and the definition of Mahaffey Theater Facility will remain unchanged but Manager will not be required to manage, operate, maintain or market any additional property.

B. Deleting Property. Upon notice from the City to Manager at any time, the City, in its sole and absolute discretion, has the right to delete property from the definition of Mahaffey Theater Facility. If the deletion of property from the definition of Mahaffey Theater Facility will not materially or adversely affect Manager's duties pursuant to this Agreement, Exhibit A will be deemed amended accordingly. If the deletion of property from the definition of Mahaffey Theater Facility will materially or adversely affect Manager in the performance of its duties pursuant to this Agreement, the Parties must attempt to establish an appropriate adjustment in the fees and other City contributions identified in this Agreement. If the City and Manager mutually agree to adjustments in the fees and other City contributions, such adjustments and any other necessary modifications to this Agreement (e.g., changes to Exhibit A) must be set forth in an amendment to this Agreement made in accordance with this Agreement and subject to City Council Approval. If the Parties are unable to mutually agree to adjustments in the fees and other City contributions, either party may terminate this Agreement upon one hundred eighty (180) days prior written notice to the other party.

C. Use of Museum Parking Lot . Under Museum Lease subparagraph 3.8.1.3, the City reserved the right to use the Museum Parking Lot subject to certain conditions and restrictions (collectively, the "Museum Parking Lot Usage Rights"), which can be generally described as the right to use the Museum Parking Lot while the Collection Building is closed to Patrons (as those two terms are defined in the Museum Lease). The City hereby grants the Manager a nonexclusive license to use the Museum Parking Lot for parking by patrons of the Mahaffey Theater Facility, subject to the following conditions and restrictions: (i) that use must be consistent with the Museum Parking Lot Usage Rights; (ii) that use must be coordinated by the Manager with the Museum Organization;

(iii) that use may be suspended or terminated by the City at any time and for any reason upon 24 hours' written notice to Manager; and (iv) that use is subject to Manager's duties and obligations under this Agreement (including but not limited to insurance and indemnification obligations). For purposes of this paragraph 4.C, the City may send written notice to Manager via email to the contact in paragraph 42.

5. **Grand Prix Race Agreement.**

A. Agreement Subject to Grand Prix Race Agreement. This Agreement is subject to current and future agreements with Race Promoters for the conduct of racing events in downtown St. Petersburg (any such agreement is hereinafter referred to as "Grand Prix Race Agreement") and all rights (exclusive rights and other rights) and authority granted thereunder, including but not limited to rights related to use of Race Event Facilities which include the Mahaffey Theater Facility. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained in this Agreement, Manager acknowledges and agrees that (i) the Mahaffey Theater Facility and Manager's business operations will be impacted by Race Events and other activities that will occur before, during and after Race Events (e.g., construction, set-up and tear down activities), (ii) the Mahaffey Theater Facility will be closed to the general public for certain periods of time in connection with Race Events (although ticket holders for Race Events may have access to the Mahaffey Theater Facility), and (iii) Manager is not entitled to any compensation for any impact to business operations related to any Race Event (although there must be reimbursement for certain out-of-pocket costs and expenses incurred by Manager in connection with Race Events, as determined by the City). In the event of a conflict or ambiguity between this Agreement and any Grand Prix Race Agreement, the Grand Prix Race Agreement must control. As used herein, the terms "Race Event," "Race Event Facilities" and "Race Area" has the meanings set forth in the Grand Prix Race Agreement.

B. Grand Prix Race Event. In the absence of a written agreement between Manager and the Race Promoter which specifically provides otherwise, Manager must comply with all regulations established by the City that are applicable to the Mahaffey Theater Facility during Race Events, including but not limited to the following:

(i) Temporary Outdoor Uses. Temporary outdoor uses are prohibited.

(ii) Temporary Food and Retail Uses. All uses, including but not limited to retail and food uses, operating from temporary or portable structures or vehicles such as semi-trailers, step vans, recreational or other vehicles with cooking facilities, are prohibited.

(iii) Outdoor Sales. Sale or distribution of food or any other item outside the lobby or atrium area of the Mahaffey Theater is prohibited.

(iv) Temporary Structures. Temporary structures, including tents, are prohibited.

(v) Temporary Signage. Temporary signs, including signs on vehicles and buildings, visible from a street right-of-way and/or the Race Area are prohibited. Any sign erected must be a permanent sign which complies with this Agreement and has received all required permits.

(vi) Streamers, Pendants and Banners. Streamers, pennants, banners and inflatables, located within the Mahaffey Theater Facility, which are visible from any street right-of-way and/or the Race Area, are prohibited.

6. **Management Fees.**

A. Fixed Monthly Fee. Beginning on the Management Commencement Date, the City shall pay Manager a fixed monthly management fee of $20,000 per month ("Fixed Monthly Fee") for the Term. Manager shall invoice the City for the Fixed Monthly Fee on or before the first day of each month in which a payment is due. After receipt of an invoice, the City shall remit the Fixed Monthly Fee for the month on or before the last day of such month, subject to the terms and conditions of this Agreement.

B. Cost of Maintenance and Repairs. Manager is responsible for Costs of Maintenance and Repairs up to $325,000 each Calendar Year during the Term, and the City is responsible for Costs of Maintenance and Repairs in excess of $325,000 (subject to Mayor Approval as outlined in this paragraph 6B) each Calendar Year during the Term; provided, however that the City's total contribution toward the Cost of Maintenance and Repair will not exceed $200,000 during any Calendar Year without Mayor Approval. In the event Manager determines that Costs of Maintenance and Repairs will exceed $325,000 during a Calendar Year, Manager shall notify the City of any additional repairs needed for that Calendar Year prior to effectuating such repairs and must get Mayor Approval for any such additional repairs beyond $325,000. In the event Manager has received Mayor Approval for Costs of Maintenance and Repairs beyond $325,000 during a Calendar Year, the City shall reimburse Manager within thirty (30) days after receipt of an invoice (with supporting documentation required by the Mayor) for such Costs of Maintenance and Repairs. In the Event Manager effectuates repairs beyond $325,000 during a Calendar Year without Mayor Approval, the City will not be obligated to reimburse Manager for such repairs.

C. Other Fees and Compensation. Except for Costs of Maintenance and Repairs exceeding $325,000 each Calendar Year as provided in paragraph 6B and except for funding for Capital Improvements as provided in paragraph 10C, Manager is fully responsible for all costs related to Manager's management, operation, maintenance and marketing of the Mahaffey Theater Facility. Further, the City will not be required to pay Manager any fees or other compensation whatsoever (e.g., commissions, employee costs, workers' compensation) except as specifically set forth in this paragraph 6. Without limiting the generality of the foregoing, the City shall not be required to provide any funding or pay Manager any fees, compensation, or expenses in connection with Manager's management, operation, maintenance and marketing of the Mahaffey Theater Facility except as specifically set forth in this Agreement.

7. **Use Agreements.**

A. Parties to Use Agreements. All Use Agreements must be entered into between Manager (in its own name) and the user (e.g., performer).

B. Negotiation and Terms and Conditions. Manager is responsible for negotiating the terms and conditions of all Use Agreements, provided that such terms and conditions are consistent with this Agreement, and further provided that Manager must ensure that all Use Agreements require the user to (i) name the Indemnified Parties (as defined hereinafter) as additional insureds on all insurance required to be obtained by the user pursuant to the Use Agreement, (ii) defend and indemnify the Indemnified Parties against any and all Claims (as defined hereinafter) related to the user's use of the Mahaffey Theater Facility, and (iii) acknowledge that the City is not liable in the event Manager defaults on any Use Agreement.

C. City Tickets. All Use Agreements for publicly ticketed events must contain a provision requiring the user to provide up to ten (10) tickets to the City for the event, at no cost to the City, for the promotion and development of the City, but not for resale. The City will inform Manager if the City requires less than ten (10) tickets for an event.

D. Use Agreements Assignable to City. All Use Agreements must be assignable to the City, at the City's option. All Use Agreements must incorporate language to carry out this provision. Notwithstanding the foregoing, Manager may utilize a standard form Use Agreement that must provide for automatic assignment of such Use Agreement to the City upon expiration or earlier termination of this Agreement, provided that Manager obtains Mayor Approval and City Attorney approval of such standard form Use Agreement and further provided that Manager does not modify such standard form Use Agreement without Mayor Approval and City Attorney approval. Except as provided herein, Manager must not enter into a Use Agreement that provides for automatic assignment of such Use Agreement to the City upon expiration or earlier termination of this Agreement.

E. Approval. Except as otherwise set forth in this Agreement and provided that the Use Agreements are in accordance with the terms and conditions of this Agreement, Manager is not required to obtain Mayor Approval or City Council Approval of Use Agreements. Notwithstanding the foregoing, Manager must obtain Mayor Approval of each Use Agreement extending beyond the expiration date of this Agreement.

F. Other Agreements. Manager has no right or authority to enter into any agreement for the use of the Mahaffey Theater Facility or any portion thereof except as specifically provided in this paragraph 7.

8. **Lease or License Agreements**. Manager is not permitted to enter in any Lease or License Agreements without Mayor Approval and City Council Approval.

9. **Use of Mahaffey Theater Facility at Direction of Mayor.**

A. Use By Local Civic and Nonprofit Organizations. At the direction of the Mayor or upon resolution of City Council, upon reasonable advance notice and subject to availability, Manager must provide use of the Mahaffey Theater Facility, or any portion thereof, to local civic and nonprofit organizations at reduced rates, provided the Manager will not be required to provide reductions totaling more than $20,000 per Calendar Year. All event-related expenses, including but not limited to ushers, ticket-takers and security, must be paid by the organization using the Mahaffey Theater Facility, unless the City notifies Manager in writing that the City is paying for such event-related expenses.

B. City Use. The City has the right to use the Mahaffey Theater Facility, or any portion thereof, upon reasonable advance notice and subject to availability, for governmental purposes, including but not limited to meetings, seminars, and training classes, without the payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses (not including expenses already incurred in connection with the daily operation of the Mahaffey Theater Facility, e.g. ordinary utilities) will be paid to Manager by the City within thirty (30) days after receipt of an invoice from Manager.

C. Scheduling. Except as otherwise provided in this Agreement, the City may not schedule use of the Mahaffey Theater Facility pursuant to paragraph 9A or 9B if such use will conflict with paying events previously booked by Manager or dates of pending booking offers made by Manager prior to the City's attempt to schedule use of the Mahaffey Theater Facility. Manager must not allow a booking offer to remain open for more than sixty (60) days from the offer date.

10. **Inspections, Repairs, Maintenance and Improvements.**

A. Inspections, Repairs and Maintenance. Manager must make ongoing inspections of the Mahaffey Theater Facility and perform all necessary repairs and maintenance, provided that the Parties' respective obligations for Costs of Maintenance and Repairs must be as set forth in this Agreement. In the event that Manager discovers any dangerous condition during any inspection, Manager must immediately repair or correct such dangerous condition or, if Manager believes it is not required to repair or correct such dangerous condition pursuant to this Agreement, Manager must immediately notify the Mayor of such dangerous condition. Without limiting the generality of Manager's indemnification obligations, Manager's failure to comply with this paragraph 10A constitutes a breach of this Agreement and Manager must defend and indemnify the Indemnified Parties for all Claims alleged or claimed to have arisen out of or in connection with such breach.

B. Repairs. Manager may authorize and contract for repairs to the Mahaffey Theater Facility in accordance with the terms and conditions of this Agreement.

C. Capital Improvements. Subject to City Council Approval, the City will fund an average of $438,000 each Calendar Year during the Term for Capital Improvements at the Mahaffey Theater Facility. Any funds for Capital Improvement projects not utilized in one Calendar Year will roll over into the next Calendar Year. The Mayor will notify Manager on or before January 1 each year during the Term of the funding Approved by City Council

for Capital Improvements at the Mahaffey Theater Facility as required above for the following Calendar Year. Manager must provide input on Capital Improvement projects, provide contractors with the required access to the Mahaffey Theater Facility, assist the City in scheduling Capital Improvement projects, and conduct site coordination activities for Capital Improvement projects.

D. Structural Modifications and Repairs. All structural modifications and repairs to the Mahaffey Theater Facility are subject to Mayor Approval or City Council Approval, as required.

E. Structural Soundness and Sound Operating Condition. In addition to Manager's other obligations related to inspections, maintenance, repair and improvements, Manager must immediately notify the Mayor of any condition of which it becomes aware which impairs, may impair, or which threatens to impair the structural soundness or sound operating condition of the Mahaffey Theater Facility.

F. Laws Related to Public Buildings and Public Works. Manager acknowledges that there are Laws applicable to the construction of public buildings and repairs upon public buildings and public works, including but not limited to Laws requiring execution and delivery of a performance and payment bond (e.g., Section 255.05, Florida Statutes). Without limiting the generality of paragraph 39 (Compliance with Laws), Manager must comply and cause its subcontractors to comply with such Laws and obtain and cause its subcontractors to obtain all required performance and payment bonds (regardless of whether the contract for construction or repair is between Manager and the contractor or the contractor and the City).

11. **Contracts and Leases Assignable to City.** All contracts and leases for goods or services between Manager and the contracting party must be assignable to the City, at the City's option. All such contracts and leases must incorporate language to carry out this provision. Manager must not enter into a contract or lease for goods or services that provides for automatic assignment of such contract or lease to the City upon expiration or earlier termination of this Agreement, unless Manager obtains Mayor Approval and City Attorney approval of such contract or lease. Manager must not enter into any contracts or leases for goods or services extending beyond the expiration date of this Agreement.

12. **Employees**.

A. Staff. Manager must hire such staff as is necessary and proper to carry out the terms and conditions of this Agreement. Manager acknowledges and agrees that such staff (i) will not be considered employees of the City for any purpose; (ii) will not have any authority to act on behalf of the City or as the City's agent; and (iii) will not receive from the City any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits.

B. Background Checks. Manager is responsible for conducting all necessary background checks (including but not limited to criminal background checks) on its

employees and for directing its subcontractors to conduct all necessary background checks on subcontractors' employees. Manager should consider the results of background checks in all employment decisions, which employment decisions will be at Manager's discretion (provided such decisions are in accordance with this Agreement).

13. **Books and Public Records.**

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

(i) "City Designated Records" means books and records or portions thereof that the City has designated in writing as confidential or proprietary and therefore exempt from disclosure under Florida Public Records Laws.
(ii) "Manager Designated Records" means books and records or portions thereof that Manager has designated in writing as a trade secret as defined by Florida Public Records Laws or as confidential or proprietary and therefore exempt from disclosure under Florida Public Records Laws.
(iii) "Florida Public Records Laws" means the Florida laws regarding public records, including but not limited to Chapter 119, Florida Statutes.

B. Manager Obligations regarding Books and Public Records. Manager must keep and maintain and make available for examination and audit (including but not limited to independent auditors retained by the City), accurate books and records, including financial records related to this Agreement, in accordance with this Agreement and generally accepted accounting principles. Additionally, Manager must comply with Florida Public Records Laws. Without limiting the generality of the foregoing, Manager must:

(i) keep and maintain public records related to this Agreement for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, or the retention period required pursuant to Florida Public Records Laws, whichever is longer,
(ii) subject to paragraph 13D below, make all public records related to this Agreement open to inspection or copying by the City and its professional advisors within a reasonable time after a request not to exceed three (3) business days,
(iii) at the City's request, provide all electronically stored public records to the City in a format approved by the City,
(iv) ensure that the City Designated Records and Manager Designated Records are not disclosed except as required by applicable Laws for the Term and following the expiration or earlier termination of this Agreement, and
(v) comply with all other applicable requirements of Florida Public Records Laws.

C. Informational Statement. **IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA PUBLIC**

RECORDS LAWS AS TO MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

D. Manager Designated Records.

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

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

(iii) Except in the case of a public records request as provided in paragraph 13D(iv) below, the City will not make copies of Manager Designated Records or disclose Manager Designated Records to anyone other than City employees, officials and professional advisors with a need to know the information contained in the Manager Designated Records.

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

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

E. Survival. Manager's obligations under this paragraph 13 survive the expiration or earlier termination of this Agreement.

14. **Performance Audit.** The Mayor or City Council may at any time request an independent management audit or review and inspection of the Mahaffey Theater Facility and Manager.

15. **Bond Restrictions and Compliance with Federal Tax Law.**

A. Bonds Govern and Control. Manager acknowledges that, to the extent applicable, the Bonds govern the management, operation, maintenance, and marketing of the Mahaffey Theater Facility.

B. Manager's Compliance with Instructions. Manager agrees to follow the written instructions of Bond Counsel with respect to the operation of the Mahaffey Theater Facility to ensure that no use of the Mahaffey Theater Facility will be made which will cause the interest on any Bonds to be included in gross income for purposes of federal income taxation.

16. **City Access to and Ownership of the Mahaffey Theater Facility.** The City at all times has full ownership and, consistent with Use Agreements that are properly approved and in accordance with this Agreement, possession of the Mahaffey Theater Facility and all real and personal property, tangible or intangible, comprising the Mahaffey Theater Facility, utilized in the operation thereof (except for personal property owned by Manager and purchased by Manager without any City funds). At any time and for any purpose, without notice, the City must have full access to the entire Mahaffey Theater Facility and all of the foregoing real and personal property, tangible or intangible. This Agreement grants Manager no ownership or possessory right in or to the Mahaffey Theater Facility or any of the foregoing real or personal property thereof, tangible or intangible, and may not be construed as a lease of real or personal property.

17. **Termination.**

A. Without Cause for Destruction or Damage. The Mayor or Manager may terminate this Agreement without penalty to the City or Manager, without cause, upon thirty (30) days prior written notice, if the Mahaffey Theater Facility or any portion thereof is damaged or destroyed at any time during the term by fire, casualty or other cause, to such an extent that it will be either impossible or impracticable, in the Mayor's judgment, to continue to operate the Mahaffey Theater Facility for its intended purposes.

B. Without Cause After Three Years. The Mayor may terminate this Agreement at any time after the end of the third year of the term of this Agreement. In the event of such termination, the City will accept assignment of each Use Agreement entered into between Manager and a user prior to the effective date of termination provided that such Use Agreement is in accordance with the terms and conditions of this Agreement and further provided that such Use Agreement does not impose any obligation or liability (financial or otherwise) upon the City other than the obligation to provide user with the use of a portion

of the Mahaffey Theater Facility (as identified in the Use Agreement) on the date and time set forth in the Use Agreement.

C. With Cause/Cure. The Mayor may terminate this Agreement for cause if the Manager breaches any term or condition of this Agreement and does not cure such breach within thirty (30) days following notice specifying the breach. The Manager may terminate this Agreement for cause if the City materially breaches any term or condition of this Agreement and does not cure such breach within thirty (30) days following notice specifying the breach.

D. With Cause/No Cure. The Mayor may terminate this Agreement for cause with no right of Manager to cure, for failure of Manager to comply with paragraphs 3C (Minimum Attendance) 5 (Grand Prix), 15 (bond restrictions), 16 (City access), 28 (assignment), 37 (liability or embrace), 39 (compliance with laws), 53 (museum lease), and 54 (Dali grant agreement) herein or for material misrepresentation, theft, criminal misconduct amounting to a felony, gross negligence, willful or wanton misconduct, fraud, or breach of fiduciary responsibility. Notwithstanding the foregoing, the Mayor may grant Manager a period to cure a breach of one the above-referenced paragraphs if the Mayor determines a cure period is reasonable under the circumstances, in which case Manager must cure the breach within the period established by the Mayor. If the Mayor establishes a cure period as provided above and Manager does not cure the breach within such period, the Mayor may terminate this Agreement.

18. **Obligations Upon Termination or Expiration.** Upon expiration or earlier termination of this Agreement, Manager must:

A. Vacate. Vacate the Mahaffey Theater Facility.

B. Inventory. Provide a complete Inventory Inspection and Status Report.

C. Settle Accounts. Settle all accounts and outstanding bills.

D. Surrender of Records, Accounts and Property. Except as provided below, peaceably surrender and transfer to the City, even though property of the City, all books, records, reports, and documents (including but not limited to all contracts, subcontracts, accounting and financial records, Booking Business Records, marketing databases, ticket sales databases, and box office databases), and all property, tangible or intangible, used in the operation of the Mahaffey Theater Facility or purchased or leased with proceeds of the Bonds or with funds of the City. Manager is not required to surrender or transfer to the City any corporate manuals or materials of Manager that are not developed specifically for the Mahaffey Theater Facility, nor any licenses, equipment, tangible or intangible property that Manager acquired solely with Manager's funds and that are not attached to the Mahaffey Theater Facility.

19. **No Payment of Fees During Breach.** During any period of time in which Manager is in breach of this Agreement and has been given notice to cure, the City may postpone the payment

of all fees. The postponed fees will be paid when the breach has been cured, provided such fees are otherwise due and required to be paid by the City pursuant to this Agreement.

20. **Right to Suspend or Limit Use of the Mahaffey Theater Facility**. The City reserves the right to immediately suspend or limit the use of the Mahaffey Theater by giving verbal notice (followed by written notice within a reasonable time) if a state of emergency has been declared by the federal, state, or local government, and the Mayor determines that such suspension or limitation is necessary to protect the public health, safety, or welfare. If the City exercises this right to suspension or limitation, the City and Manager may mutually agree in writing to a modification of fees. Further, should the City exercise this right, Manager hereby releases any and all Claims for damages against the Indemnified Parties and further agrees to waive any and all rights which might arise by reason of the terms of this Agreement; Manager shall have no recourse of any kind against any of the Indemnified Parties.

21. **Insurance.**

A. Purchase of Insurance. Manager must obtain and maintain continuously in effect at all times the minimum insurance as set forth in this paragraph 21. All insurance policies must be satisfactory to the Mayor. At a minimum, policies must be written by insurance companies authorized and licensed to conduct business in the State of Florida and rated at least an "A-, VIII" by A.M. Best or another similar rating agency Approved by the Mayor. The following types and amounts of insurance are the minimum requirements established by the Mayor. The City does not represent that such types and coverage amounts are sufficient to protect the Manager's interests or liabilities and that these insurance requirements should in no way be interpreted to limit Manager's liability under this Agreement. The types of insurance coverages and limits of coverages are subject to change as the Mayor may require.

(i) Commercial General Liability. Commercial General Liability Insurance in an amount of at least $5,000,000 per occurrence with a $5,000,000 general aggregate. Policy must be in occurrence form and include coverage for bodily injury and property damage liability for premises (entire Mahaffey Theater Facility and Museum Parking Lot)), contractual liability assumed under this Agreement.

(ii) Automobile Liability. Automobile Liability Insurance in an amount of at least $1,000,000 combined single limit. Coverage must include bodily injury and property damage liability arising out of ownership or use of any automobile, including both owned and non-owned and hired automobiles and employee non-ownership use.

(iii) Workers' Compensation and Employers Liability. Workers' Compensation Insurance in compliance with the Florida Statutes. Employers Liability coverage with minimum limits of $100,000 each accident, $100,000 each employee, and $500,000 policy limit for disease.

(iv) Professional Liability. Professional Liability Insurance with coverage limits of at least $1,000,000. If coverage is on a "Claims Made" basis, it must include a retroactive date of coverage beginning no later than the Effective Date.

(v) Fidelity/Crime Insurance. Fidelity/Crime insurance with a minimum limit of $1,000,000, including coverage for employee theft, computer fraud, and other aspects of Manager's operations. The City must be named as a loss payee if insuring through a Fidelity Bond.

(vi) Cyber Liability. Cyber Liability (Network Security/Privacy Liability) Insurance with a minimum limit of $1,000,000 per occurrence. Coverage must include (i) cloud computing and mobile devices; (ii) protection of private or confidential information, whether electronic or non-electronic; and (iii) network security and privacy. Coverage must also include liability for (i) system attacks; (ii) digital asset loss, denial, or loss of service; (iii) introduction, implantation, or spread of malicious software code (iv) security breach; and (v) unauthorized access and use. Coverage must also include all related expenses for regulatory action, notification, and credit monitoring expenses. Policy must provide coverage for media liability, including infringement of copyright, trademark, and trade dress.

(vii) Liquor Liability. Liquor liability insurance of at least $1,000,000.

B. Additional Insureds. Manager's insurance policies, except for Workers' Compensation insurance, professional liability insurance and crime insurance, must be endorsed to name the Indemnified Parties as additional insureds.

C. Combination of Policies. Manager may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella policy must provide coverage on at least a following form basis.

D. Broader Coverage. If the insurance carried by the Manager has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is the requirement in this Agreement. If the Manager's insurance limits are greater than the minimum limits set forth herein, then the Manager's insurance limits are the required limits in this Agreement.

E. Evidence of Insurance. Upon issuance, Manager must provide the Mayor with original certificates of insurance on standard ACORD forms, or certified copies thereof, naming the Indemnified Parties as additional insureds. Manager must retain custody of the originals of all insurance policies and endorsements. Upon request, Manager must provide the Mayor with certified copies of complete insurance policies with all endorsements.

F. Notice. Insurance must be documented in certificates of insurance which provide the Mayor at least thirty (30) days advance written notice of cancellation, non-renewal or material change in coverage. Renewal certificates must be provided to the Mayor annually.

G. Waiver of Subrogation. Manager hereby waives any right to recover against the Indemnified Parties for Claims covered by the insurance required to be maintained by Manager pursuant to this Agreement. 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. Manager must cause each required insurance policy to be written to provide that the insurance company waives all rights of recovery by way of subrogation against the Indemnified Parties.

H. Claims. Manager must promptly investigate or cause to be investigated all accidents and claims for personal injury or damage relating to or arising out of the management, operation or maintenance of the Mahaffey Theater Facility, and must report to the City's Risk Management Department all such accidents and claims. Manager also must investigate or cause to be investigated all physical damage to the Mahaffey Theater Facility and must report to the Mayor all such damage, together with the estimated cost of repair. Unless otherwise directed by the Mayor, Manager must make all necessary repairs to the Mahaffey Theater Facility (not including Capital Improvements except to the extent provided in this Agreement). In addition, Manager must prepare or cause to be prepared any and all reports or other documentation required by any insurance company or the Mayor as a result of any accident, claim or damage, and must submit the same to the Mayor.

I. Primary and Noncontributory. All Manager's insurance must be on a primary and noncontributory basis.

J. Property and Equipment of Manager. Manager is solely responsible to obtain insurance coverage for any and all property and equipment of Manager used, stored, or otherwise located at the Mahaffey Theater Facility.

K. Changes. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

L. Property Insurance. The City is responsible for including the Mahaffey Theater Facility in its blanket property insurance program.

22. **Release and Indemnification.**

A. Assumption & Release. Manager voluntarily assumes all risks or accidents, injury and damage to persons and property and hereby releases and discharges and City and its employees, agents, officers, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") from every claim, liability, and demand of any kind. Further, Manager must defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or

entities, which Claims are alleges to have arisen out of or in connection with, in whole or in part, Manager's management, operation, maintenance and marketing of the Mahaffey Theater Facility or performance of this Agreement, notwithstanding that such Claims were caused by or alleged to have been caused by, in whole or in part, the negligence of any of the Indemnified Parties.

B. Hazardous Materials Claims. Without limiting the generality of the foregoing, Manager specifically acknowledges that its obligations pursuant to this paragraph 22 apply to Claims in connection with or arising out of the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any Hazardous Material (as defined hereinafter) by Manager, its employees, agents, representatives or subcontractors and Claims in connection with or arising out of any violation of the provision in this Agreement related to Hazardous Materials.

C. Defense of Claims. The City will promptly notify Manager in writing of a Claim against the Indemnified Parties. Manager has the right to control the defense of any Claim subject to the foregoing indemnification. Manager also has the right to settle any such Claim provided that Manager pays the entire amount of such settlement and there is no finding of fault against the Indemnified Parties.

D. Insurance and Survival. The provisions of this indemnification paragraph are independent of, and will not be limited by, any insurance required to be obtained by Manager pursuant to this Agreement or otherwise obtained by Manager and 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.

E. Costs, Expenses, and Liabilities. Manager is responsible for all costs, expenses and liabilities associated with Manager's performance of its defense and indemnification obligations (including but not limited to attorneys' fees and costs and the monies necessary to satisfy settlements and judgments) pursuant to this Agreement.

F. Failure to Defend. It is understood and agreed by Manager if any of the Indemnified Parties is made a defendant in any Claim for which it is entitled to be defended pursuant to this Agreement, and Manager fails or refuses to assume its obligation to defend any of the Indemnified Parties after notice by the City of its obligation hereunder to do so, the City may compromise or settle or defend any such Claim, and Manager is bound and obligated to reimburse the City for the amount expended by the City in settling or compromising or defending any such Claim, including the amount of any judgment rendered with respect to such Claim, and Manager is also bound and obligated to pay all attorneys' fees of the City associated with such Claim.

23. **Waiver of City's Liability.** The City is not responsible or liable for and Manager hereby waives all Claims against the City for damage or destruction of property or any other interest of Manager, regardless of the cause. All of Manager's property of every kind and description which may at any time be on City property is at Manager's sole risk.

24. **Limitation of Liability.** The City and Manager will not be liable to each other for incidental or consequential damages; provided, however, this paragraph does not relieve Manager (or its insurer) of its duty to defend and indemnify the City for any Claims against the City seeking consequential or incidental damages.

25. **Hazardous Material.** For the purpose of this Agreement, "Hazardous Materials" means, without limitation, (i) those substances included within the definitions of "Hazardous Substances", "Hazardous Materials", "Toxic Substance", or "Solid Waste" in any Environmental Laws (as defined herein); (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any material, waste, or substance which is (A) petroleum, petroleum byproducts, residuals of petroleum and petroleum degradation byproducts; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any Environmental Laws. If any Hazardous Materials are released at, on, or from the Mahaffey Theater Facility by Manager or any of Manager's employees, agents, representatives, contractors, subcontractors, invitees, or volunteers in violation of any Environmental Laws, then Manager, at Manager's sole cost and expense, must promptly notify the City and must immediately, properly, and in compliance with Environmental Laws, clean up and remove the Hazardous Materials from the Mahaffey Theater Facility and any other affected property. Manager must first provide the notification required under this paragraph to the City via email at _____, followed by notice in the manner specified in the paragraph titled Notices in this Agreement. Such cleanup and removal is subject to the City's prior written approval (except in emergencies) and will include, without limitation, any testing, investigation, preparation, and implementation of any remedial action plan required by any court, governmental body having jurisdiction, or the City. In the event the City elects, in its sole and absolute discretion, to have any testing, investigation, or additional cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a City contractor (or contractors), Manager must cooperate with and assist the City contractor(s) with such testing, investigation, or additional cleanup as directed by the City contractor(s) and the City. Manager must promptly pay the City the total amount charged by the City contractor(s) and any other City costs incurred in connection with the testing, investigation, and additional cleanup. If the City arranges for any tests or studies that reveal a violation of this paragraph, Manager must reimburse the City in full for all costs incurred by the City for such tests or studies.

26. **Naming Rights and Sponsorship.**

A. Naming Rights Plan. Manager's selling of naming rights must be pursuant to and in accordance with the Naming Rights Plan. There may be no changes to such plan without further Mayor Approval.

B. Naming Rights Agreements. All naming rights agreements must be between the City and the naming entity or individual and are subject to City Council Approval and compliance with applicable Laws (e.g., Chapter 2, Article V of the St. Petersburg City Code). Except as otherwise set forth in paragraph 26E, the Manager will receive all proceeds associated with the sale of naming rights. All naming rights proceeds received by

the City that are due to Manager pursuant to this Agreement will be paid by the City to Manager within thirty (30) days after receipt of the naming rights proceeds received pursuant to the applicable naming rights agreement. Any funds received by Manager through naming rights agreements must be deposited into the Restricted Depository Account in accordance with paragraph 27.

C. Sponsorship Agreements. Provided that Manager complies with all naming rights agreements applicable to the Mahaffey Theater Facility, Manager may enter into sponsorship agreements for events conducted at the Mahaffey Theater Facility. Any funds received through sponsorship agreements must be deposited into the Restricted Depository Account in accordance with paragraph 27.

D. Membership Agreements. Manager may enter into membership agreements with patrons of the Mahaffey Theater Facility to provide member benefits such as early ticket access, waived or reduced ticketing fees, donor recognition, and access to member lounges and special events. Any funds received through membership agreements must be deposited into the Restricted Depository Account in accordance with paragraph 27.

E. Crown Cars Parking Garage Naming Rights Agreement. Manager acknowledges that there currently exists a naming rights agreement related to the Crown Cars parking Garage ("the Crown Cars Parking Garage Naming Rights Agreement") with a current term expiring on June 11, 2028. Nothing in this Agreement amends the terms of the Crown Cars Parking Garage Naming Rights Agreement or the rights or obligations of the Parties thereunder.

27. **Collection and Deposit of Sponsorships, Memberships, Naming Rights Proceeds**. Manager shall deposit all monies received from sponsorships, membership dues, and naming rights proceeds into the Restricted Depository Account during the Term. Manager may not utilize funds from the Restricted Depository Account for any purpose other than to cover costs related to Manager's management, operation, maintenance and marketing of the Mahaffey Theater Facility. Upon expiration or earlier termination of this Agreement, the City will retain all funds held in the Restricted Depository Account.

28. **Assignment**.

A. Assignment by Manager. Manager has no right or authority to assign this Agreement or any interest therein without City Council Approval.

B. Assignment of Agreements. In the event of expiration or earlier termination of this Agreement, the City will notify Manager of the agreements in Manager's name that the City wishes to be assigned to the City ("Identified Agreements"). Manager must assign all of the Identified Agreements to the City, with the effective date of assignment to be the date of expiration or earlier termination of this Agreement, as applicable. To the extent that agreements in Manager's name provide for automatic assignment to the City and such automatic assignment to the City is permitted pursuant to this Agreement, Manager must, upon expiration or earlier termination of this Agreement, notify the City of the agreements

that have been automatically assigned to the City. Further, Manager must, upon expiration or earlier termination of this Agreement, notify the City of the Use Agreements that have been automatically assigned to the City. Provided that Manager has fully complied with the terms and conditions of this Agreement related to assignment of agreements to the City and provided that Manager complies with the other terms and conditions of this Agreement, the City will assume all agreements assigned to the City. Any attempted assignment in violation of this Agreement is void.

29. **Subcontracting**.

A. Subcontracting by Manager. The hiring or use of subcontractors in connection with the performance of Manager's obligations under this Agreement is permitted. Manager is solely responsible for ensuring that any subcontractor retained by Manager is qualified and acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. Manager must promptly pay all subcontractors and suppliers. In no event will Manager's retention of a subcontractor relieve Manager of any of its duties, obligations or representations under this Agreement. All subcontracts must be assignable to the City, at the City's option. Manager must not enter into any subcontracts extending beyond the expiration date of this Agreement.

B. Subcontractor Insurance and Indemnification. Manager must require all subcontractors to defend and indemnify the Indemnified Parties to the same extent as Manager and name the Indemnified Parties as additional insureds under all insurance policies which Manager requires to be obtained.

C. Facility Management Services Subcontractor. Manager must have an active contract for the duration of the Term with VenuWorks of St Petersburg, LLC ("VenuWorks") or a replacement subcontractor meeting the requirements identified in this paragraph 29C for facility management services, including event booking and programming, event marketing, event operations, ticketing, facility maintenance and operations, capital improvement planning and management, catering and concessions, financial management, human resources management, and community engagement. With the City's prior written consent, Manager may replace VenuWorks with a qualified subcontractor to perform all of the following duties: event booking and programming, event marketing, event operations, ticketing, facility maintenance and operations, capital improvement planning and management, catering and concessions (or food and beverage operations), financial management, human resources management, and community engagement. In the event Manager fails to maintain an active contract with VenuWorks or a qualified replacement vendor meeting the requirements described herein, the City may terminate this Agreement pursuant to paragraph 17C through a written notice specifying the effective date of termination.

30. **Brokers.** Manager must require all brokers utilized by Manager to defend and indemnify the Indemnified Parties to the same extent as Manager and name the Indemnified Parties as additional insureds under all insurance policies which Manager requires to be obtained.

31. **Signage and Advertisements.** All signs, logos and advertisements placed on any portion of the Mahaffey Theater Facility (interior or exterior) must comply with the Sign Guidelines. The Sign Guidelines cannot be changed without Mayor Approval. In addition, all signs, logos and advertisements (excluding directional signs) placed on the exterior of the Mahaffey Theater Facility for a period in excess of thirty (30) days also requires City Council Approval. All signage must comply with applicable City ordinances and permitting requirements.

32. **Performance and Payment Bond or Other Security.** Manager must furnish a performance and payment bond to the City executed by a surety company duly authorized to do business in the State of Florida. The amount of the performance and payment bond must be five hundred thousand dollars ($500,000), as security to the City for Manager's faithful performance of this Agreement and as security for the payment to all persons performing labor and furnishing materials in connection with this Agreement. The surety must be duly authorized to do business in the State of Florida and have a rating no lower than "A-, VIII" by A.M. Best or a similar rating agency Approved by the Mayor. In lieu of a performance and payment bond, Manager may submit to the City an irrevocable letter of credit or other form of financial security acceptable to the City, including but not limited to a five hundred thousand dollars ($500,000) cash deposit in a Qualified Public Depository. If Manager submits an irrevocable letter of credit, the letter of credit must automatically renew for one-year terms on the beginning of each Calendar Year ("Anniversary Date"), unless (i) earlier released by the City or (ii) the issuer delivers written notice to both the City and Manger that the letter of credit will not be renewed on the Anniversary Date, provided that the issuer delivers such notice no later than sixty (60) days prior to the Anniversary Date. Additionally, the City will accept a five hundred thousand dollars ($500,000) cash deposit placed in a Qualified Public Depository; provided, however, that the City will be the sole signatory of the account and further provided that the account cannot be closed or changed without the City's authorization. Any interest generated in this account will belong to Manager.

33. **Attendance at City Council Meetings.** Manager must be present at all City Council meetings that require information or City Council action regarding issues related to the Mahaffey Theater Facility.

34. **Successors and Assigns**. The terms, provisions and covenants contained in this Agreement apply to, inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

35. **Dispute Resolution**. If a dispute arises under this Agreement, the Parties must attempt to resolve the dispute by consultation between the Parties. If this fails to resolve the issue, the Parties may mutually agree upon the employment of a mediator in Pinellas County, Florida. Any costs and fees other than attorneys' fees associated with the mediation will be shared equally by the Parties. Each party will bear its own attorneys' fees associated with any mediation. If the Parties are unable to agree to mediation, or if mediation does not result in resolution of the dispute, either party may pursue any and all remedies available at law or in equity.

36. **Payment of Taxes.** Manager must pay all taxes associated with the management, operation, maintenance and marketing of the Mahaffey Theater Facility, including but not limited to ad valorem taxes, except for: (i) subject to section (iii) below, the City will pay that portion of

the ad valorem taxes levied by the City on the land and structures constituting the Mahaffey Theater Facility; (ii) subject to section (iii) below, the City will pay that portion of the ad valorem taxes levied by Pinellas County on the building and structure constituting the Mahaffey Theater Facility which represents the tax increment portion payable to the City of St. Petersburg Community Redevelopment Agency pursuant to Chapter 163, Florida Statutes, by virtue of the Intown Redevelopment Plan; and (iii) notwithstanding sections (i) or (ii) above, the City will not pay taxes pursuant to sections (i) or (ii) above for any portion of the Mahaffey Theater Facility that is used for Manager's business operations. The Parties agree to cooperate in communicating with the Pinellas County Property Appraiser to minimize any increase in ad valorem taxes payable for the Mahaffey Theater Facility.

37. **No Right to Pledge, Encumber or Cause the City to Assume Liability**. Manager has no right or authority to pledge or encumber the credit of the City. Manager has no right or authority to cause the City to assume liability for any contract, lease, purchase or other agreement without Mayor Approval or City Council Approval, as applicable.

38. **No Liens.** No lien, mortgage or security interest may be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property in connection with this Agreement, to Manager, or to anyone using City property through or under Manager. Nothing contained in this Agreement should be construed as consent on the part of the City to subject City property or any part thereof to any lien, mortgage or security interest under any Laws.

39. **Compliance with Laws**. Manager must comply with all Laws applicable to Manager's performance of this Agreement, cause the use and operation of the Mahaffey Theater Facility to comply with all Laws applicable to such use and operation and cause its employees, agents, representatives and subcontractors to comply with applicable Laws. Manager must promptly notify the City if Manager becomes aware of a violation of any Laws relating to the Mahaffey Theater Facility.

40. **Permits and Licenses**. Manager must obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with the Mahaffey Theater Facility or Manager's performance of this Agreement. Upon request of the City, Manager must provide the City with written evidence of such permits, licenses, certifications and approvals.

41. **Certification**. By executing this Agreement, Manager is deemed to make each certification required under Florida Statutes section 287.135 in conjunction with the execution of this Agreement. If this Agreement is executed or renewed after January 1, 2027, Manager represents that it complied with the then-applicable certification requirement of Florida Statutes section 287.139. Additionally, if Manager receives any municipal funds, Manager shall not use those funds, and shall ensure that none of its subcontractors use those funds, for any activity prohibited by Florida Statutes section 287.139, as it may be amended from time-to-time.

42. **Notices**. Unless and to the extent otherwise provided in this Agreement, any notice, demand, request, or other instrument which may be or is required to be given or delivered under

this Agreement must be in writing and will be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of the City and Manager as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

CITY:

City of St. Petersburg
P. O. Box 2842
St. Petersburg, Florida 33731-2842.
Attn: Elizabeth Herendeen, Managing Director, City Development
Email: Elizabeth.herendeen@stpete.org

MANAGER:

Any address provided by Manager to the State of Florida and identified at Sunbiz.org

or:

_____
_____
_____
Email: _____

43. **City Approval and Action.**

A. Approvals. For purposes of this Agreement, if any permission, consent, acceptance, agreement or approval is required to be obtained from the City, Mayor Approval is required, unless otherwise set forth in this Agreement or unless such permission, consent, acceptance, agreement or approval is otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws. The Mayor and City Council have sole and absolute discretion to grant or deny any permission, consent, acceptance, agreement or approval.

B. Exercise of Rights. 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, 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. The Mayor and City Council have sole and absolute discretion to take any action permitted or allowed by this Agreement.

44. **No Waiver**. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. A delay or any other act or omission of

either party does not constitute a waiver of any right or provision of this Agreement. A waiver by either party of any provision of this Agreement on one occasion does not operate as a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's approval (Mayor Approval or City Council Approval) respecting any action by Manager does not constitute a waiver of the requirement for obtaining the City's approval respecting any subsequent action.

45. **Governing Law and Venue, Registered Agent**.

A. 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.

B. Registered Agent. Manager must maintain a registered agent for service of process upon Manager in the State of Florida. If at any time Manager is not a legal entity authorized to do business in the State of Florida or, in violation of this Agreement, has no registered agent for service of process in the State of Florida, and, if personal service is required beyond the State of Florida and cannot, after reasonable diligence, be effected by other means, Manager hereby designates, to the extent permitted by applicable Laws, the Secretary of State of Florida as its agent for service of process in any court proceeding between it and the City arising out of or related to this Agreement, and such service must be made as provided by the Laws of the State of Florida for service upon a nonresident.

46. **Non-Appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given fiscal year (which runs from October 1 through September 30) 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 fiscal 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 obligations of the City pursuant to this Agreement. If sufficient legally available funds are not appropriated for this Agreement for a future fiscal year, then (i) the City will provide written notice to Manager as soon as reasonably practicable of such non-appropriation, and (ii) this Agreement will automatically terminate at the end of the final fiscal year for which funds were appropriated, unless this Agreement is earlier terminated as provided herein. Termination for non-appropriation pursuant to this paragraph will not relieve the City of any obligation to pay any amount due and payable in accordance with this Agreement prior to the effective date of such termination.

47. **City Council**. Nothing contained in this Agreement should be deemed in any manner to amend, modify or otherwise change any of the provisions of the regulations or ordinances of the City or any other governmental agency or allow a performance standard less than is otherwise

required under the terms of those regulations and ordinances. Nothing contained in this Agreement should be deemed to limit in any manner whatsoever, the right of City Council, now or in the future, to amend development regulations, the Community Redevelopment Plan, building codes, zoning codes, the comprehensive plan, or land use plans. Nothing in this Agreement in any way precludes City Council from enacting ordinances for the protection of the public health, safety and welfare in a manner that it could otherwise do if this Agreement was not in existence.

48. **Relationship of Parties.** It is mutually understood and agreed that Manager is an independent contractor and nothing contained in this Agreement should be construed in any manner or under any circumstances whatsoever within the meaning of Article VII, Section 10 of the Florida Constitution and applicable case law as creating the relationship of co-partners or joint owners between the City and Manager, or creating the relationship of a joint venture between the City and Manager, or creating the relationship of landlord and tenant between the City and Manager, or making the City a stockholder of Manager. Nothing contained in this Agreement should be construed as constituting Manager as the agent of the City for any purpose in any manner whatsoever, except as otherwise specifically set forth in this Agreement. This Agreement should not be construed to constitute or authorize a lending of the City's taxing power or credit to Manager in violation of Article VII, Section 10 of the Florida Constitution and applicable Laws.

49. **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 delayed in performing, such party will be excused for the period of time equivalent to the delay caused by such force majeure event. Notwithstanding the foregoing, any extension of time for such delay will be conditioned upon the party seeking an extension of time delivering written notice of such delay to the other party within ten (10) days of the event causing the delay, and the maximum period of time which a party may delay any performance due to such delay is sixty (60) days.

50. **Conflicts of Interest.**

A. Non-Compete. Unless Manager obtains Mayor Approval, Manager shall not, and shall ensure that VenuWorks does not, hold an interest in or be the owner or manager of any performing arts facility having between a 1,000 and 2,800 seat capacity in any of the following Florida counties: Pinellas County, Hillsborough County, Polk County, Sarasota County, Manatee County, Pasco County, or Hernando County.

B. Purchases, Contracts and Subcontracts. Absent Mayor Approval and except as otherwise provided in this Agreement, any purchase, contract or subcontract for any goods or services from Manager, Manager's employees, directors, officers, or representatives, individuals or firms having an ownership interest in Manager or its sister or parent organizations, or firms owned or partially owned by Manager or its sister or parent organizations, is expressly prohibited.

51. **City Employees, Representatives and Elected and Appointed Officials Not Liable.** Employees, representatives, or elected or appointed officials of the City are not personally liable

to Manager in the event of any breach of this Agreement by the City, for any amount which may become due to Manager pursuant to this Agreement, or for any obligations of the City pursuant to this Agreement.

52. **Copyright.** The City must own and retain all rights to copyright, trademark, license, and otherwise utilize all logos and materials related to the Mahaffey Theater Facility or any portion thereof, including but not limited to all logos and materials designed or developed by Manager for the Mahaffey Theater Facility or any portion thereof. If Manager designs or develops any logos or materials for the Mahaffey Theater Facility or any portion thereof, Manager must execute all releases, waivers and other documents required by the City to ensure that the City owns and retains all rights to copyright, trademark, license, and otherwise utilize such logos and materials (not including Manager's logo, including but not limited to all documents necessary to waive Manager's ownership of such logos and materials and acknowledge the City's ownership of such logos and materials, all documents necessary to obtain copyrights in the City's name or transfer copyrights to the City, and all documents necessary to waive Manager's rights under the Visual Artist Rights Act of 1990, as amended. If Manager contracts with a third party (e.g., artist) to design or develop any logos or materials for the Mahaffey Theater Facility or any portion thereof, Manager must require such third party to execute all of the aforementioned releases, waivers and documents. In connection with its activities under this Agreement, including but not limited to advertising relating to the Mahaffey Theater Facility, Manager must be permitted to use the term "City of St. Petersburg" and the logos for such names.

53. **Museum Lease Agreement.**

A. Relationship Between Agreements. This Agreement is subject to the Museum Lease and all rights (exclusive rights and other rights) and authority granted to the City and the Museum Organization thereunder. In the event of a conflict between this Agreement and the Museum Lease, the Museum Lease controls.

B. Amendments. Manager acknowledges and agrees that the City has sole and absolute discretion to amend the Museum Lease at any time and for any purpose.

54. **Dali Grant Agreement.**

A. Agreement Subject to Dali Grant Agreement. This Agreement is subject to the Dali Grant Agreement and all rights (exclusive rights and other rights) and authority granted to the City and the Museum Organization thereunder. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained in this Agreement, Manager acknowledges and agrees that the Museum Organization has the right to exclusive use of the Center for the Arts Plaza for up to ten (10) days each year during the term of the Dali Grant Agreement subject to the conditions and limitations set forth in the Dali Grant Agreement. Manager must assist the City in administering its rights, duties and obligations set forth in the Dali Grant Agreement to the extent mutually agreed upon by the Parties.

B. Amendments or Termination. Manager acknowledges that the City has sole and absolute discretion to amend or terminate the Dali Grant Agreement at any time and for

any purpose. Manager specifically acknowledges that such amendment or termination may be for the purpose of merging some or all provisions of the Dali Grant Agreement into the Museum Lease.

55. **Dali Museum Expansion.** Any capitalized term used in this paragraph that is not defined herein has the definition provided for it in the Museum Lease.

A. Expansion Authorized. Manager acknowledges that the Museum Lease authorizes the Museum Organization to expand the Museum Facility through the construction of a Phase 2 Building, subject to certain provisions in the Museum Lease.

B. Noises and Vibration. Manager acknowledges that noise and vibration are inherent in construction activities, including those that will occur as part of Phase 2 Construction.

C. Effects of Reconfiguration. Manager acknowledges (i) that the Museum Premises is expected to be reconfigured during Phase 2 Construction; (ii) that such reconfiguration may be temporary (e.g., to provide alternate access to the Parking Garage during construction) or permanent; and (iii) that such reconfiguration may temporarily or permanently modify vehicular and pedestrian access to the Theater Facility, including the Parking Garage.

D. Mandatory Meeting Attendance. Manager must attend each Phase 2 Coordination Meeting unless excused by the City.

E. Comments on Deliverables. Manager acknowledges (i) that the Museum Organization is obligated to provide the City with certain Phase 2 "deliverables" for review, comment, and approval under Museum Lease subparagraph 68.7; (ii) that the Museum Organization is obligated to provide Manager with a copy of most of those deliverables under Museum Lease subparagraph 72.5 for purposes of review (only); (iii) that any Manager comments on such a deliverable are expected to be provided to the City for potential incorporation into the City's comments on that deliverable; and (iv and that the City has only 30 days to provide its comments to the Museum Organization. Accordingly, Manager must provide the City with any comments on a Museum deliverable no more than 20 days after receiving that deliverable from the Museum Organization.

F. Program Schedule. Manager must provide and regularly update a program schedule in accordance with Museum Lease subparagraph 72.6 as necessary to allow the Museum Organization to perform its obligations under that subparagraph.

G. Coordination. Manager must coordinate with the Museum Organization's Theater Manager Liaison in accordance with Museum Lease subparagraph 72.8 as necessary to allow the Museum Organization to perform its obligations under that subparagraph.

H. Cooperation. In addition to the specific obligations identified above, Manager must, as a general matter, coordinate and cooperate with the Museum Organization as necessary (i) to facilitate construction of the Phase 2 Building; (ii) to avoid creating a Material

Adverse Impact on Theater Facility; and (iii) to mitigate the impact of any Material Adverse Impact on Theater Facility that does occur.

56. **Non-Discrimination.** Manager, its employees, agents, representatives, contractors, subcontractors and volunteers must 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.

57. **Grant Funding.** Manager must obtain Mayor Approval prior to applying for any state or federal grant funding for the Mahaffey Theater Facility.

58. **Florida Orchestra.** Recognizing the City's intent for the Mahaffey Theater Facility to continue to be a location for Florida Orchestra, Inc. (the "Orchestra"), Manager agrees that such programming must be assigned to the highest category of booking priority. The City and the Orchestra are working collaboratively on the potential future development of an expansion on the Mahaffey Theater Facility property to support the Orchestra's plan to develop a Center for Music Education and Innovation that will include a rehearsal space for the Orchestra.

REMAINING PORTION INTENTIONALLY LEFT BLANK

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

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

ATTEST:

(SEAL)

_____
Chan Srinivasa, City Clerk

FLORIDA ORCHESTRA, INC.:

By:_____
(Signature)

_____
(Please Print or Type Name)

_____
(Title)

Approved as to Form and Content:

_____
City Attorney (Designee)
00929665.docx

Exhibit A
Map

Exhibit B
Booking Policy
(will be deemed attached upon Mayor Approval)

Exhibit C
Staff Plan
(will be deemed attached upon Mayor Approval)

Exhibit D
Maintenance Standards
(will be deemed attached upon Mayor Approval)

Exhibit E
Standard Operating Procedures Manuals
(will be deemed attached upon Mayor Approval)

Exhibit F
Naming Rights Plan
(will be deemed attached upon Mayor Approval)

Exhibit G
Marketing Plan
(will be deemed attached upon Mayor Approval)

Exhibit H
Sign Guidelines
(will be deemed attached upon Mayor Approval)

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use and Transportation Committee, or other relevant committee, to review and discuss the draft 31st Street Complete Streets Study. (Vice-Chair Floyd - Staff Request) Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Honorable Lisset Hanewicz & Members of City Council

DATE: November 5, 2026

COUNCIL DATE: November 19, 2026

RE: Referral to the Housing, Land Use, and Transportation Committee for a Discussion on the 31st Street Complete Streets Study

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ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use and Transportation Committee, or other relevant committee, to review and discuss the draft 31st Street Complete Streets Study.

The 31st Street Complete Streets Study and its supplemental traffic analysis along a portion of the corridor is nearing completion. To provide the City Council with an overview of the study, the community outreach efforts, phasing approach, and the potential modifications on 31st Street South, a presentation to a committee is desired to familiarize Council with the study efforts and findings. Additionally, Administration seeks to answer questions and receive Council's feedback before the Study is finalized.

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

Council Vice-Chair Richie Floyd
District 8

The following page(s) contain the backup material for Agenda Item: November 12, 2026 Committee of the Whole- Action Item
Please scroll down to view the backup material.



H-1

COUNCIL COMMITTEE REPORT
ACTION ITEM

TO:	Members of City Council
DATE:	November 12, 2026
COUNCIL DATE:	November 19, 2026
RE:	November 12, 2026 Committee of the Whole Action Item – Remove Items from the COW Referral List

ACTION DESIRED:

Respectfully requesting City Council approval to remove the following items from the Committee of the Whole referral list:

- Discussion regarding the prohibition of street murals and potential alternatives for public art and placemaking opportunities
- Potential changes to the City Code related to Historic Preservation and Designation

Council Chair Hanewicz
Chair, Committee of the Whole

The following page(s) contain the backup material for Agenda Item: Approving the Second Amendment to the Settlement Agreement between the City of St. Petersburg, Florida and Westminster Shores, Inc.
Please scroll down to view the backup material.



I-1

ST. PETERSBURG CITY COUNCIL

Meeting of November 19, 2026

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

FROM: Heather Judd, Managing Assistant City Attorney & Corey Malyska, Zoning Official

SUBJECT: Second Amendment - Westminster Shores Settlement Agreement

BACKGROUND:

Westminster Shores is a senior living community located on approximately 21 acres of land at 125 56th Avenue South, in the Bahama Shores neighborhood. In 2008, the City and Westminster Shores, Inc., agreed to a Settlement Stipulation Development Agreement (attached), which resolved pending litigation pertaining to the City Council's reversal of the Environmental Development Commission's (EDC) Phase 1 site plan approval. With an effective date of April 21, 2008, the intent of the agreement was to provide an additional level of clarification, compromise and certainty with the surrounding neighbors and neighborhoods, as well as the City, regarding the future development of the overall property, proposed to be developed in seven (7) phases with a total of 306 units. A First Amendment to the Settlement Agreement was approved by Council on November 15, 2018 (attached). The First Amendment allowed amendment to the master site plan to allow an increase in the maximum allowable gross floor area of 245,718 square feet above the original approval. The number of approved units did not change.

REQUEST:

The owner has submitted a concurrent application requesting Approval of a modification to a previously approved multi-phased site plan to alter the approved building and parking layouts. This application is scheduled to be heard before the Development Review Commission on December 2, 2026. In order to bring this application for consideration before the DRC the Settlement Agreement must be amended to update the Site Plan exhibits and modify the corresponding paragraphs of the Agreement related to Phases 5A, 5B, 7 and the Core to update references to the site plan and design of these remaining phases. A clarification is also proposed to be made to more particularly describe the property subject to the Agreement by a legal description rather than the Parcel ID numbers for the entirety of the property owned by the applicant, all of which is not subject to the Settlement Agreement and attached site plans. Paragraphs related to construction activities and staging have been removed. Instead a workplan has been agreed to directly between the Bahama Shores Neighborhood and the applicant to address the completion of the final phases of the project.

NEIGHBORHOOD/PUBLIC INPUT: In accordance with the modification procedures specified in the Agreement (page 6, Section 17), in September 2026, the Bahama Shores neighborhood association was notified by the applicant that a second amendment to the 2008 Settlement

Stipulation had been prepared. A copy of the proposed second amendment was provided to the association. The applicant confirmed with City's Neighborhood Services Department that Bayou Bonita is no longer an active, registered neighborhood association of the City, and therefore notice was not required nor provided to that entity. On October 26, 2026, the Bahama Shores neighborhood association confirmed their support of the final version of the second amendment. The response letter is included as part of the backup materials for the item. City staff did not receive any visitors, phone calls or emails from the public related to this item.

RECOMMENDATION:
Staff recommends APPROVAL.

Attachments:

Resolution
Proposed Second Amendment, including proposed Revised Site Plan
Letter from Bahama Shores Neighborhood Association
2008 Agreement
2018 First Amendment

RESOLUTION NO. 2026-_____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND WESTMINSTER SHORES, INC., A FLORIDA CORPORATION ("OWNER"), DATED APRIL 21, 2008 FOR THE CITY AND OWNER TO CLARIFY CERTAIN DEVELOPMENT RIGHTS AND CODE APPLICATIONS AFFECTING THE DEVELOPMENT OF THE OWNER'S PROPERTY KNOWN AS "WESTMINSTER SHORES"; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of St. Petersburg, Florida ("City") and Westminster Shores, Inc., a Florida Corporation ("Owner") executed a Settlement Agreement ("Agreement") on April 21, 2008 for City and Owner to settle pending litigation and resolve various issues arising from the proposed redevelopment of the property known as "Westminster Shores" consisting of approximately 20.6 acres generally located south of Little Bayou, east of Second Street South; and

WHEREAS, the City and Owner desired to amend the Agreement to clarify certain development rights and code applications affecting the development of Westminster Shores; and

WHEREAS, the City and Owner executed a First Amendment to the Agreement in 2018 which allowed amendment of the approved site plan and increases in floor area ratio; and

WHEREAS, the City and the Owner now desire to further amend the Agreement to clarify elements of the Site Plan related to Phases 5A, 5B, 7, and the Core Area, and remove outdated construction scheduling and staging paragraphs; and

WHEREAS, the City finds that execution of a Second Amendment to the Agreement is necessary to the public health, safety, and welfare and the ability of the City to plan for the development of Westminster Shores.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Second Amendment to the Settlement Agreement between the City of St. Petersburg, Florida and Westminster Shores Inc., a Florida Corporation, clarifying certain development rights and code applications affecting the development of the Owner's property known as "Westminster Shores" is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Second Amendment.

This resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
(00928081)

DEPARTMENT:

SECOND AMENDMENT TO SETTLEMENT STIPULATION DEVELOPMENT AGREEMENT (WESTMINSTER SHORES)

THIS SECOND AMENDMENT TO SETTLEMENT STIPULATION DEVELOPMENT AGREEMENT (this "Second Amendment") is made and entered into as of the _____ day of _____, 20__, by and between **WESTMINSTER SHORES, INC.**, a Florida corporation (hereinafter referred to as the "Owner") and the **CITY OF ST. PETERSBURG**, a Florida municipal corporation, (hereinafter referred to as the "City").

W I T N E S E T H:

WHEREAS, the City and Owner previously entered into that certain Settlement Stipulation Development Agreement with an effective date of April 21, 2008, and recorded In Official Records Book 16237, Page 1385, Public Records of Pinellas County, Florida (the "Original Settlement Agreement"); and

WHEREAS, the City and Owner entered into that certain First Amendment to Settlement Stipulation Development Agreement with an effective date of November 26, 2018 (the "First Amendment"); and

WHEREAS, the City and Owner desire to amend the Original Settlement Agreement and First Amendment to modify the Phase 5A, Phase 5B, and Phase 7/CORE design and site plan, together with other amendments necessary to develop the Property, as defined herein; and

WHEREAS, the City has determined that the execution of this Second Amendment is essential to the public health, safety and welfare and the ability of the City to plan for the development of the Property; and

WHEREAS, pursuant to Section 17 of the Original Settlement Agreement, the parties desire to enter into this Second Amendment to clarify the intended development of the Property and the City's review of same, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the promises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which Is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Recitals**. The above recitals are true and correct and incorporated herein by this reference.

Section 2. **Overall Site Plan**. As provided and conditioned herein, the City and Owner agree to delete the overall site plan attached as Exhibit "A" in the First Amendment in its entirety and to replace Exhibit "A" to the First Amendment with the Westminster Shores Master Development Plan-Revised Overall Site Plan, attached hereto and incorporated herein as **Revised Exhibit "A"** (the "Overall Site Plan"). In the event the City Development Review Commission does not approve the Overall Site Plan (attached to this Second Amendment) for any reason, Exhibit "A" to the First Amendment shall not be deleted.

Section 3. **Property**. The Original Settlement Agreement defined the Overall Property by reference to a site plan, but did not include a legal description of the property subject to the site plan. The First Amendment defined the property subject to the site plan as the Owner's Property by reference to an address and Parcel ID number, but did not include a legal

description of the property subject to the site plan. The current addressing and Parcel ID identified by the Owner's Property includes more property than the property subject to the site plan so that it is desirable to more particularly limit and define the property subject to the site plan by legal description. The property subject to the site plan is that certain property described on **Revised Exhibit "B"** (the "Property"). The City and Owner agree to delete Exhibit "B" in the First Amendment in its entirety and to replace with **Revised Exhibit "B"**, attached hereto. Additionally, the City and Owner agree that any reference to the "Overall Property" or "Owner's Property" in any of the Original Settlement Agreement, First Amendment, and/or Second Amendment shall all have the same meaning as the Property as defined herein.

Section 4. **Elevations**. The design of the structures for Phase 5A, Phase 5B, and Phase 7/CORE shall be substantially similar to the renderings and elevations shown in **Supplemental Exhibit "D"**, attached hereto. To the extent **Supplemental Exhibit "D"** conflicts with Exhibit "D" of the Original Settlement Agreement, **Supplemental Exhibit "D"** shall control.

Section 5. **Phases 2-7 and the Core Area**. Subsections (c)(2)(a)(viii) and (ix) of the Original Settlement Agreement are hereby deleted in their entirety and replaced with the following language:

> Phase 7 and the Core Area are permitted for a maximum height of 24 feet measured from the FEMA base flood elevation plus locally adopted freeboard standards to the beginning of the roof line (2 stories with ground parking); one consolidated adult living facility building (consistent with **Revised Exhibit "A"** and **Supplemental Exhibit "D"**); and the existing chapel and any contemplated central utility plant.

Section 6. **Construction Activities**. Subsection (c)(7) of the Original Settlement Agreement is hereby deleted in its entirety. The remaining phases shall be constructed in accordance with state and local law with respect to construction permitting and timing.

Section 7. **Section 4 of First Amendment**. The City and Owner agree that the reference to "Section 3 of the Original Settlement Agreement" within Section 4 of the First Amendment should have referenced "Section (c)(4) of the Original Settlement Agreement" and Section 4 of the First Amendment is hereby corrected to say the same.

Section 8. **Effective Date and Duration**. This Second Amendment shall first be executed by the Owner and submitted to the City for approval by the City of St. Petersburg City Council. Upon approval by the City of St. Petersburg City Council, this Second Amendment shall be executed by the City. The Effective Date of this Amendment shall be the date of execution by the City and such date shall be inserted on Page 1 of this Second Amendment (the "Effective Date") upon execution by the City. The term of the development obligations set forth in the Original Settlement Agreement, as modified by the First Amendment and this Second Amendment, shall be for twenty (20) years commencing from the Effective Date of this Second Amendment.

Section 9. **Covenant Running with the Land**. This Second Amendment shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

Section 10. Original Settlement Agreement in Full-Force. The parties agree that, as of the Effective Date, no party is currently in default under the Original Settlement Agreement as modified by the First Amendment. Except as expressly modified herein, the Original Settlement Agreement and First Amendment remain unchanged and in full force and effect. In the event of a conflict between the terms of the Original Settlement Agreement and the First Amendment, the terms of the First Amendment shall control. In the event of a conflict between the terms of the Original Settlement Agreement or the First Amendment with the terms of this Second Amendment, the terms of this Second Amendment shall control.

Section 11. Recordation. The parties agree that an executed original of this Second Amendment shall be recorded by the Owner, at the Owner's expense, in the Public Records of Pinellas County, Florida.

Section 12. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed by their duly authorized officers as of the date and year first above written.

Signed, sealed, and delivered in the presence of the following witnesses:

WITNESSES

_____
Signature of First Witness

_____
Printed Name of First Witness

_____
_____
Address of First Witness

_____
Signature of Second Witness

_____
Printed Name of Second Witness

_____
_____
Address of Second Witness

"OWNER"

WESTMINSTER SHORES, INC.
a Florida corporation

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, the _____ of WESTMINSTER SHORES, INC., a Florida Corporation, on behalf of said company, and ☐ is personally known to me, or ☐ has produced _____ as identification.

[NOTARY SEAL]

NOTARY PUBLIC
Print Name:
My Commission Expires:

IN WITNESS WHEREOF, the City has caused this instrument to be executed by their duly authorized elected officials as of the date and year first above written.

Signed, sealed, and delivered in the presence of the following witnesses:

WITNESSES

_____
Signature of First Witness

_____
Printed Name of First Witness

_____
_____
Address of First Witness

_____
Signature of Second Witness

_____
Printed Name of Second Witness

_____
_____
Address of Second Witness

"CITY"

CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation

By:_____
Name: Ken Welch, Mayor

Attest:_____

Name:_____
City Clerk

Approved as to Content and Form:

_____
City Attorney (Designee)

Revised Exhibit "A"

Overall Site Plan



Revised Exhibit “B”

Legal Description

Lots 1 through 16, inclusive, Block 2, Bahama Beach Hotel Replat, as recorded in Plat Book 25, Page 21, of the Public Records of Pinellas County, Florida.

AND

Lots 1 through 4, Block 1 and Lot 1, Block 3, Bahama Beach Hotel Partial Replat of Blocks 1 and 2, as recorded in Plat Book 70, Page 89, of the Public Records of Pinellas County, Florida.

AND

That parcel of land lying between the North line of Lot 3, Block 1, Bahama Beach Hotel Partial Replat of Blocks 1 and 3 (Plat Book 70, Page 89) and the waterward face of a concrete seawall described in Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Certificate, as recorded in O.R. Book 14805, Page 1106 through 1108, of the Public Records of Pinellas County, Florida.

AND

Lands Described in Instrument No. 558193A, described as follows: (Water Lot Tract):

From a Point of Beginning 1323.6 feet South and 4334.41 feet East of the Northwest corner of Section 7, Township 32 South, Range 17 East, Pinellas County, Florida, run East 731.71 feet; thence N 29°48’02” E, 381.18 feet; thence West 780.75 feet; thence S 23°00’00” W, 359.35 feet to the Point of Beginning.

Supplemental Exhibit "D"

Elevations

See following nine (9) pages

ELEVATIONS

3/32" = 1'-0"



1 North Elevation - 5A
SCALE: 3/32" = 1'-0"



2 South Elevation - 5A
SCALE: 3/32" = 1'-0"

WESTMINSTER SHORES PHASE 5A
05/23/2024

ELEVATIONS

3/32" = 1'-0"



1 East Elevation
SCALE: 3/32" = 1'-0"

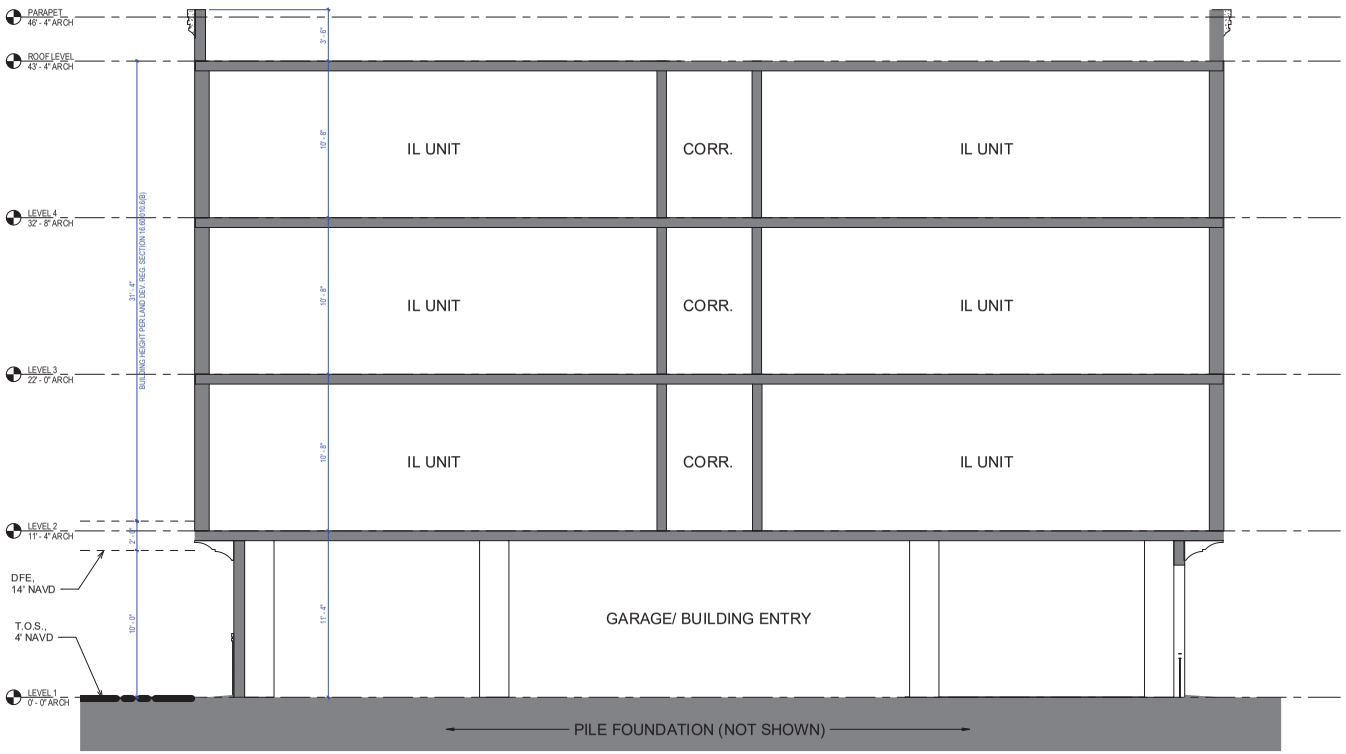


2 West Elevation
SCALE: 3/32" = 1'-0"

Chancey
ARCHITECTURE | INTERIOR DESIGN

TYPICAL BUILDING SECTION

1/4" = 1'-0"



ELEVATIONS

3/32" = 1'-0"



1 ELEVATION - EAST
SCALE: 3/32" = 1'-0"



2 ELEVATION - WEST
SCALE: 3/32" = 1'-0"



3 ELEVATION - SOUTH
SCALE: 3/32" = 1'-0"



4 ELEVATION - NORTH
SCALE: 3/32" = 1'-0"

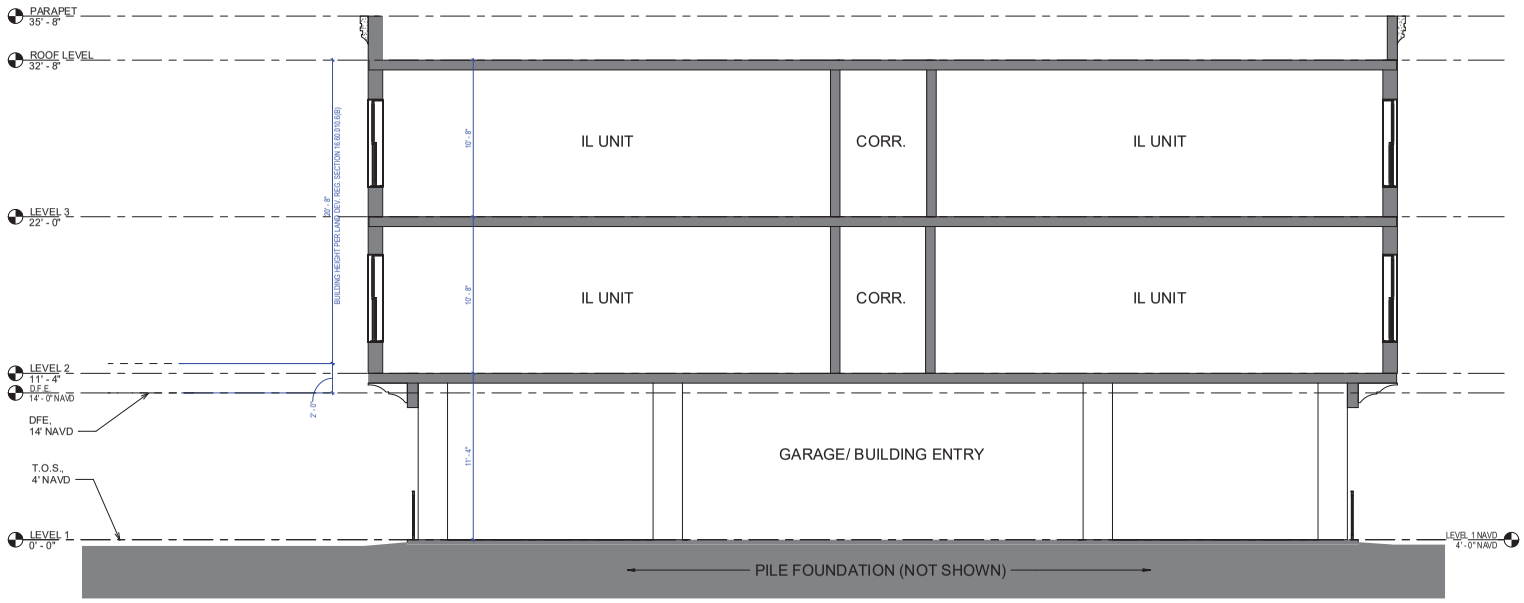
WESTMINSTER SHORES PHASE 5 B
JACKSONVILLE

WESTMINSTER SHORES PHASE 5 B

Chancey
ARCHITECTURE | INTERIOR DESIGN

TYPICAL BUILDING SECTION

1/4" = 1'-0"



EXTERIOR ELEVATIONS - WEST WING

1/8" = 1'-0"



1 MK WEST WING - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 MK WEST WING - WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 MK WEST WING - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

KEYNOTES

#	NOTE
05 52 13.A1	CONT. METAL RAILING SYSTEM
06 61 00	CAST POLYMER FABRICATIONS
06 61 00.A1	CAST HIGH DENSITY POLYMER ARCHITECTURAL BRACKETS
06 61 00.A2	CAST HIGH DENSITY POLYMER ARCHITECTURAL CORBELS
06 61 00.A3	CAST HIGH DENSITY POLYMER ARCHITECTURAL SHUTTER
07 32 00	CONCRETE ROOF TILE
08 53 13.A1	VINYL SINGLE HUNG WINDOW
09 24 00.D3	STUCCO BANDING

WESTMINSTER SHORES PHASE 7

EXTERIOR ELEVATIONS - NORTH WING

1/8" = 1'-0"



2 MK NORTH WING - EAST ELEVATION
SCALE: 1/8" = 1'-0"



1 MK NORTH WING - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 MK NORTH WING - WEST ELEVATION
SCALE: 1/8" = 1'-0"

KEYNOTES	
#	NOTE
05 52 13.A1	CONT. METAL RAILING SYSTEM
06 61 00	CAST POLYMER FABRICATIONS
06 61 00.A2	CAST HIGH DENSITY POLYMER ARCHITECTURAL CORBELS
06 61 00.A3	CAST HIGH DENSITY POLYMER ARCHITECTURAL SHUTTER
07 32 00	CONCRETE ROOF TILE
08 53 13.A1	VINYL SINGLE HUNG WINDOW
09 24 00.A3	5/8" STUCCO FINISH SYSTEM COLOR A
09 24 00.D3	STUCCO BANDING

WESTMINSTER SHORES PHASE 7

EXTERIOR ELEVATIONS - ENTRIES

1/8" = 1'-0"



1 SE ELEVATION
SCALE: 1/8" = 1'-0"

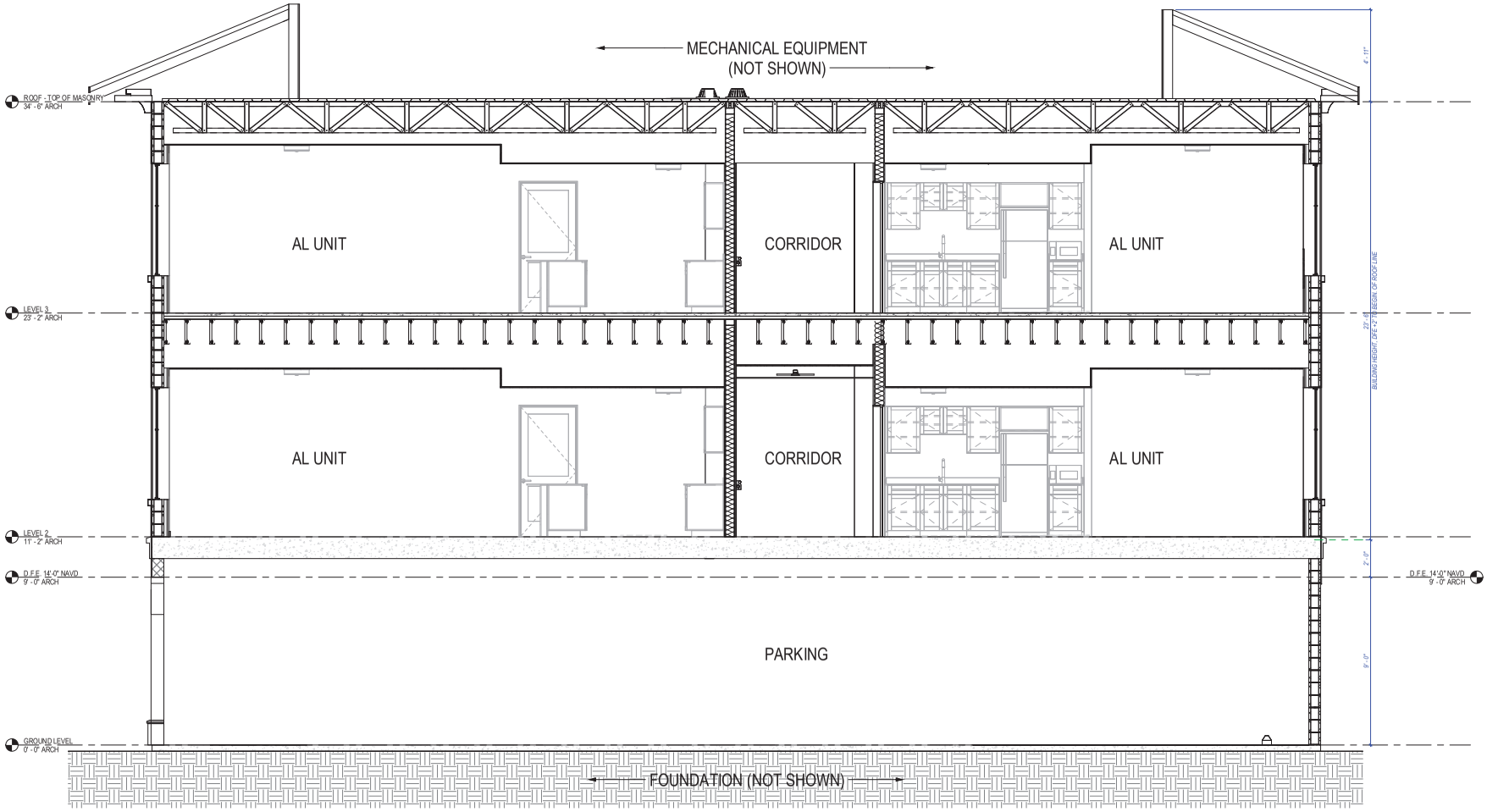


2 NW ELEVATION
SCALE: 1/8" = 1'-0"

WESTMINSTER SHORES PHASE 7

TYPICAL BUILDING SECTION

3/8" = 1'-0"



PLEASE NOTE: PLANS ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

WESTMINSTER SHORES PHASE 7

Letter 2: To the City Attorney's Office

October 25, 2026

City Attorney's Office
City of St. Petersburg
175 5th Street North, City Hall
St. Petersburg, FL 33701

Re: Bahama Shores Neighborhood Association Support for the Second Amendment to the Settlement Stipulation Development Agreement — Westminster Shores, Inc.

Dear City Attorney's Office:

On behalf of the Bahama Shores Neighborhood Association, Inc. (BSNA), I am writing to confirm our association's consent to and support for the proposed Second Amendment to the Settlement Stipulation Development Agreement between the City of St. Petersburg and Westminster Shores, Inc. relating to the property at 125 56th Avenue South.

BSNA has coordinated closely with leadership and representatives of Westminster Shores concerning their overall development plan and Application No. 26-31000007. In connection with our consent, Westminster Shores and BSNA have formalized an Agreement for Consent to Development that establishes vital community safeguards, including comprehensive off-site worker parking regulations, structured truck routing along 56th Avenue South, limitations on weekend construction, and proactive operational communication protocols.

In light of these mutual commitments and the cooperative framework established between the parties, the Bahama Shores Neighborhood Association supports the adoption of the Second Amendment to the Settlement Stipulation Development Agreement and respectfully recommends its approval by the City Council.

We appreciate the City's diligent stewardship and review of this matter.

Sincerely,

Kylie Buckner

President
Bahama Shores Neighborhood Association,

contactbsna@gmail.com

215-962-0588

cc: Westminster Shores, Inc.
Office of the City Council, City of St. Petersburg

I#: 2008210937 BK: 16337 PG: 502, 08/01/2008 at 09:23 AM, RECORDING 27 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDU17

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

WESTMINSTER SHORES, INC.,
a Florida corporation,

Petitioner,

v.

Case No. 07-000034AP-88A
Uniform Case No. 522007AP000034XXXXCV

CITY OF ST. PETERSBURG,
a Florida municipality,

Respondent.
_____/

FILED
CIVIL COURT REC. DEPT.
2008 JL 11 AM 11:34
KEN BURKE
CLERK OF CIRCUIT COURT

CONSENT FINAL JUDGMENT

THIS CAUSE came on to be heard upon the Joint Motion for Consent Final Judgment. The Court being advised that the parties have settled this matter as set forth in the Settlement Stipulation Development Agreement, a copy of which is attached hereto as Exhibit "A," and being otherwise duly advised in the premises, it is hereby

ORDERED and ADJUDGED that:

1. The Settlement Stipulation Development Agreement attached as Exhibit "A" is hereby adopted, approved, and incorporated herein by reference. The parties shall be bound by the Settlement Stipulation Development Agreement in accordance with its terms.

2. This Court retains jurisdiction for the purpose of enforcing the terms of the Settlement Stipulation Development Agreement.

DONE and ORDERED in Chambers at Clearwater, Pinellas County, Florida, on this date:

July 10, 2008.

Circuit Judge, Appellate Division

Copies to counsel:
V. James Dickson, Esquire
Milton A. Galbraith, Jr., Esquire

SETTLEMENT STIPULATION DEVELOPMENT AGREEMENT

Parties: WESTMINSTER SHORES, INC., a Florida corporation (hereinafter "Owner") and the CITY OF ST. PETERSBURG, FLORIDA (hereinafter the "City").

General: The intent of this Settlement Stipulation Development Agreement (the "Agreement") is to provide an additional level of clarification, compromise and certainty with the surrounding neighborhood communities and the City for the future development of the 20.62 acre Westminster Retirement Community property (the "Overall Property") and to reach a resolution to the lawsuit filed by Owner in connection with the Phase 1 Site Plan (the "Litigation"), including the pending Special Magistrate Chapter 70.20 (Florida Statutes) proceeding, whether or not such matters were asserted in the Litigation. The Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Overall Property.

Effective Date and Duration. This Agreement shall not be effective until all necessary City approvals for the Agreement have been granted by the City and the related appeal periods have expired and a final order is issued in the Litigation which incorporates said terms (the "Final Order"). The term of the development obligations set forth herein shall be for twenty (20) years commencing from the date of the Final Order.

Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. The Overall Property is currently zoned NSM-1 – Neighborhood Suburban Multi-Family and holds a City Comprehensive Land Use Designation of Residential Medium (RM). The Overall Property may be used for the purposes permitted in the applicable zoning districts and matrix, subject to the additional limitations and conditions set forth in this Agreement.

(b) The Overall Property shall be developed in seven (7) phases, along with a core area for a chapel, one residential building, and a central energy plant (the "Core Area"). Owner, in its sole discretion, shall be entitled to construct any phase or portion thereof, or combine phases, in any order and in any sequential combination, subject to the terms and conditions of this Agreement and the City Land Development Regulations – Large Tract Development, except as otherwise modified herein.

(c) Limitations and Conditions on Use. A conceptual site plan for the Overall Property (the "Overall Site Plan") is attached hereto and incorporated herein as **Exhibit A.** The Overall Site Plan is conceptual, except as otherwise provided in this Agreement, in order to provide a layout for the general locations of the proposed uses. The layout shall be subject to site plan review (except as otherwise provided in this Agreement) in accordance with existing procedures and requirements as established by the City's Land Development Regulations. In addition to the foregoing requirements, Owner and the City agree that the

EXHIBIT A

following obligations, limitations and conditions shall apply to any master site plan approved for the Overall Property:

(1) Phase 1. Phase 1 shall be developed pursuant to those certain construction plans and specifications previously submitted for permitting, which shall be modified to incorporate (a) – (e) below, all in accordance with the former City of St. Petersburg Land Development Code (Chapter 16) and the former City of St. Petersburg Zoning Ordinance (Chapter 29) for the RM-12/15 Residential Multifamily District (together, the "Former City Land Development Code") and the Residential Medium ("RM") Future Land Use Map designation as set forth on **Exhibit B** (attached hereto and incorporated herein), except as set forth below and as depicted on the Overall Site Plan (**Exhibit A**) and the modified "First Floor Plan" as depicted on **Exhibit C**, attached hereto and incorporated herein:

(a) The waterfront setback shall be 75 feet. The setback on the western boundary adjacent to the park shall be 35 feet from the west. All other setbacks shall be as required by the RM12/15 zoning district in the Former City Land Development Code criteria.

(b) The height of the building shall be a maximum height of 45 feet from the FEMA base flood elevation to the beginning of the roof line (3 stories over 1 story parking), except that the height of the "maintenance segment" of the building shall be 14 feet from the FEMA base flood elevation to the beginning of the roof line, as more fully depicted on **Exhibit D**, attached hereto and incorporated herein.

(c) The front loading area shall be accessed from the east and have a solid wall on the south setback line. Additional buffer plantings shall be added to the west side of the service area to provide additional buffering to the adjacent neighborhood properties, as more fully depicted on the modified "First Floor Plan" (**Exhibit C**).

(d) The design of the structure shall be substantially similar to the renderings set forth on **Exhibit D**.

(e) Owner agrees to install a landscape buffer with Native vegetation within that portion of the setback area adjacent to the neighborhood park to the west.

(2) Phases 2 -7 and the Core Area:

(a) Heights:

(i) Phase 2: a maximum height of 52 feet measured from the FEMA base flood elevation to the beginning of the roof line. (4 stories over 1 story parking).

(ii) Phase 3: a maximum height of 52 feet measured from the FEMA base flood elevation to the beginning of the roof line. (4 stories over 1 story parking).

(iii) Phase 4a: a maximum height of 65 feet measured from the FEMA base flood elevation to the beginning of the roof line. (5 stories over 1 story parking).

(iv) Phase 4b: a maximum height of 52 feet measured from the FEMA base flood elevation to the beginning of the roof line. (4 stories over 1 story parking).

(v) Phase 5a: a maximum height of 42 feet measured from the FEMA base flood elevation to the beginning of the roof line. (3 stories over 1 story parking).

(vi) Phase 5b: a maximum height of 31 feet measured from the FEMA base flood elevation to the beginning of the roof line. (2 stories over 1 story parking).

(vii) Phase 6: within the buffer area: a maximum height of 24 feet measured from the FEMA base flood elevation to the beginning of the roof line (2 stories with ground parking), and outside of the buffer area: a maximum height of 34 feet measured from the FEMA base flood elevation to the beginning of the roof line (3 stories with ground parking), such allowable heights in the areas as depicted in the Overall Site Plan.

(viii) Phase 7: a maximum height of 24 feet measured from the FEMA base flood elevation to the beginning of the roof line. (2 stories with ground parking) and except as stated below, building structures shall match the predominate building, setbacks and scale of the structures allowed by the City's Land Development Regulations in the block face across the street and shall not be connected to structures within the interior. Notwithstanding anything in this section (c) (2) (viii) to the contrary, Owner shall be able to construct buildings to a maximum height of 24 feet measured from the FEMA base flood elevation and shall be able to connect the buildings with an enclosed walkway or covered breezeway structure.

(ix) Core Area: The Residential building shall be a maximum height of 24 feet measured from the FEMA base flood elevation to the beginning of the roof line. The chapel and central utility plant shall be a maximum height of 24 feet measured from the FEMA base flood elevation to the beginning of the roof line.

(3) With the exception of Phase 1, Phases 2-7 shall be designed in accordance with and pursuant to the requirements set forth below, the FEMA Flood Insurance Map designations, and the City Land Development Regulations in effect as of January 11, 2008.

(4) Owner shall be entitled to combine phases in any order; however, Owner shall maintain a Floor Area Ratio no greater than .5 for the Overall Site Plan. The Phases and related building locations shall be in accordance with the setback requirements in the City Land Development Regulations and this Agreement. Owner shall be entitled to adjust the building footprints shown on the Overall Site Plan, such deviation not to exceed 13%. Subject to the limitations set forth in this Agreement, Owner shall be able to move Phase Boundaries depicted on the Overall Site Plan if necessary for construction exigencies; provided that Owner shall not be entitled to combine buildings across the Phase Boundaries.

(5) Redevelopment of the Overall Parcel shall be limited to a total of 309 Dwelling Units, with accessory structures/ancillary uses as provided by the City's Land Development Regulations and related use matrix. Further, the actual unit number and square footage of such units developed on each phase shall be at Owner's sole discretion for a total amount not to exceed 309 units for the Overall Parcel, as limited by the City's Land Development Regulations and this Development Agreement. The design of the structures shall be substantially similar to the renderings set forth on **Exhibit D**.

(6) The final "Master Site Plan" for the Overall Parcel shall clearly identify: (i) the points of controlled neighborhood pedestrian access around the Overall Property perimeter; (ii) shall maintain public access in the existing configuration of 56th Ave. and Bahama Shores Dr.; and (iii) maintain "Site Vista Corridors", all as shown on the Overall Site Plan (**Exhibit A**). Owner, in its sole discretion, shall be able to implement security and other measures necessary to protect the health, safety and welfare of the residents, not otherwise inconsistent with this Agreement.

(7) Construction activities shall be conducted pursuant to the applicable City ordinances and the attached "Construction Protocols", as more fully described on **Exhibit E**, attached hereto and incorporated herein. Subject to "Force Majeur/Acts of God" conditions, Owner shall have a fourteen (14) month active construction timeframe to be computed

commencing from the start of foundation construction activities. Further, owner shall maintain a construction "respite" of a minimum of nine (9) months between the City's issuance of Certificate of Occupancy for the newly constructed phase and the commencement of the foundation work on any subsequent phase. In the event that owner elects to construct more than one phase simultaneously, Owner shall have an eighteen (18) month active construction timeframe to be computed commencing from the start of foundation construction activities and shall maintain a construction respite of thirteen (13) months between the City's issuance of a Certificate of Occupancy for the phases and the commencement of the foundation work on any subsequent phase. Owner may conduct single demolition activities, such not to exceed two (2) continuous weeks without violating this requirement. The foregoing "constructive" and "respite" timeframes may be modified by the mutual agreement of the Owner, the Bahama Shores Neighborhood Association and the Bayou Bonita Neighborhood Association. Notwithstanding the foregoing time frames, Owner shall be entitled to commence emergency construction activities necessary to protect the health safety and welfare of the Westminster Residents in the event of an Act of God.

(8) After the Effective Date of this Agreement and related Stipulation, the City shall expediently process the Phase 1 site plan and Phase 1 building construction plans pursuant to this Agreement and without further public hearings.

(9) The City hereby finds that Phases 1-7 and the Core Area of the proposed development as contemplated and limited by this Development Agreement are compatible with the adjacent neighborhood properties.

(10) Assuming that Owner complies with the City Land Development Regulations and the building and site design requirements herein, the City shall timely process and issue the applicable governmental approvals and permits for Phases 2-7 and the Core Area, without further public hearings.

(11) For the Term of this Development Agreement, the obligations imposed pursuant to this Agreement upon the Owner and the Property shall run with and bind the Property as covenants running with the land. This shall be binding upon and enforceable by and against the parties hereto, their successors, grantees and assigns, and a copy of the Final Order shall be recorded among the Public Records of Pinellas County, Florida. Nothing in this Agreement shall be deemed a dedication of any portion of the Overall Property to the public.

(12) This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that Pinellas

County, Florida, is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

(13) Owner shall engage a qualified urban planner to assist in the design planning aspects related to the development of the Core Area and Phases 2 – 7. Further, Owner agrees to provide the site/design plans for each phase of the Overall Concept Plan to the Bahama Shore Neighborhood Association for review and comment prior to filing with the City.

(14) Subject to receiving the City's approval, Owner agrees to install and maintain a landscaping buffer on Owner's property and the City's right –of-way property located adjacent to 4th Street and between 55th Ave. and 57th Ave. in the area shown on **Exhibit F**. Owner's landscaping shall be substantially similar to the Bahama Shores entryway landscaping along 4th Street to the south. Notwithstanding the forgoing, if the Association fails to maintain the Association's landscape areas shown on **Exhibit F**, Owner shall be relieved of this obligation. If any of the areas shown in the new landscape area shown on **Exhibit F** are not owned by either the Owner or the City, Owner shall not be responsible for obtaining any approvals related to other property owners and not required to install landscaping in those areas.

(15) Owner and City agree to execute all necessary agreements, stipulations or other documents which reflect the obligations set forth herein and which are required to settle or dismiss the pending lawsuit between the City and Owner.

(16) The Owner agrees to conform to all applicable environmental rules and regulations in effect at the time of permit application for each phase. Native and natural vegetation will be utilized wherever possible and appropriate. Water conservation will be emphasized.

(17) Nothing in this Development Agreement shall prohibit Owner from requesting an amendment or modification to the terms and conditions of this Agreement. Any such amendment shall be processed according the requirements of the City's Land Development Regulations and City Council, including modification of the Final Order, as appropriate. Owner shall give prior written notice of any such request to the Bahama Shores Neighborhood Association. The Bahama Shores Neighborhood Association shall have thirty (30) days from receipt of such notice to concur or object to the Amendment and shall give the City written notice of same. In the event that such concurrence cannot be obtained, the City and the Owner agree to participate in a dispute resolution/mediation process before a Special Magistrate or an approved Pinellas County Circuit Court Mediator, prior to proceeding to City Council with said

amendment. Additionally, Owner agrees to provide a courtesy notice to the Greater Pinellas Point Civic Association and Bayou Bonita Neighborhood Association of all matters in this Agreement which the Bahama Shore Neighborhood Association receives notice.

(18) All notices and communications required to be given under this Agreement shall be in writing and mailed by certified or registered mail or by Federal Express or other similar overnight delivery to the City, Owner and Associations as shown below:

City:
City of St. Petersburg
Attn: Al Galbraith, Esq.
Municipal Services Center
One 4th Street North
St. Petersburg, FL 33731

Owner:
Westminster Shores, Inc.
Attn: Roger Stevens, Senior VP and Chief Operating Officer
Westminster Services
80 West Lucerne Circle
Orlando, FL 32801

With a copy to:
Bahama Shores Neighborhood Association
Attn: Pam Gaylor, President
6000 2nd Street S.
St. Petersburg, FL 33705

With a copy to
Bayou Bonita Neighborhood, Inc.
Registered Agent: Paul C. Scherer
2255 5th Ave. North
St. Petersburg, FL 33713

With a copy to:
Greater Pinellas Point Civic Association
Attn: Barbara Hawkins, President
P.O. Box 16502
St. Petersburg, FL 33733

[SIGNATURES ON NEXT PAGE]

ATTEST:

City Clerk

Approved as to form and legality
By Office of City Attorney

MILTON A. GALBRAITH, JR.

WITNESSES:

Signature

Marilyn M. Healy
Print Name

Signature

Creighton H. Lovvorn
Print Name

CITY:

CITY OF ST. PETERSBURG, FLORIDA

By: Tish Elston
TISH ELSTON
DEPUTY MAYOR

Date: 4/21/08

OWNER:

WESTMINSTER SHORES, INC.,
a Florida corporation

By:
Print Name: Roger A. Stevens
Title: Chief Operating Officer

Date: April 11, 2008

TPA:579028:8

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24 day of April, 2008, by TISH ELSTON, as DEPUTY MAYOR of the City of St. Petersburg, Florida, on behalf of the City of St. Petersburg. He (She) is [select one]:

(X) personally known to me

or

( ) who has produced a _____ driver license as identification.

Amelia Preston
Signature of Notary Public
Amelia Preston
Print Name of Notary Public

NOTARY PUBLIC STATE OF FLORIDA
AMELIA PRESTON
MY COMMISSION # DD 341523
EXPIRES: August 30, 2008
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of April, 2008, by Roger A. Stevens, as Senior Vice President and Chief Operating Officer of Westminster Shores, Inc., a Florida corporation, on behalf of the corporation. He is [select one]:

(X) personally known to me

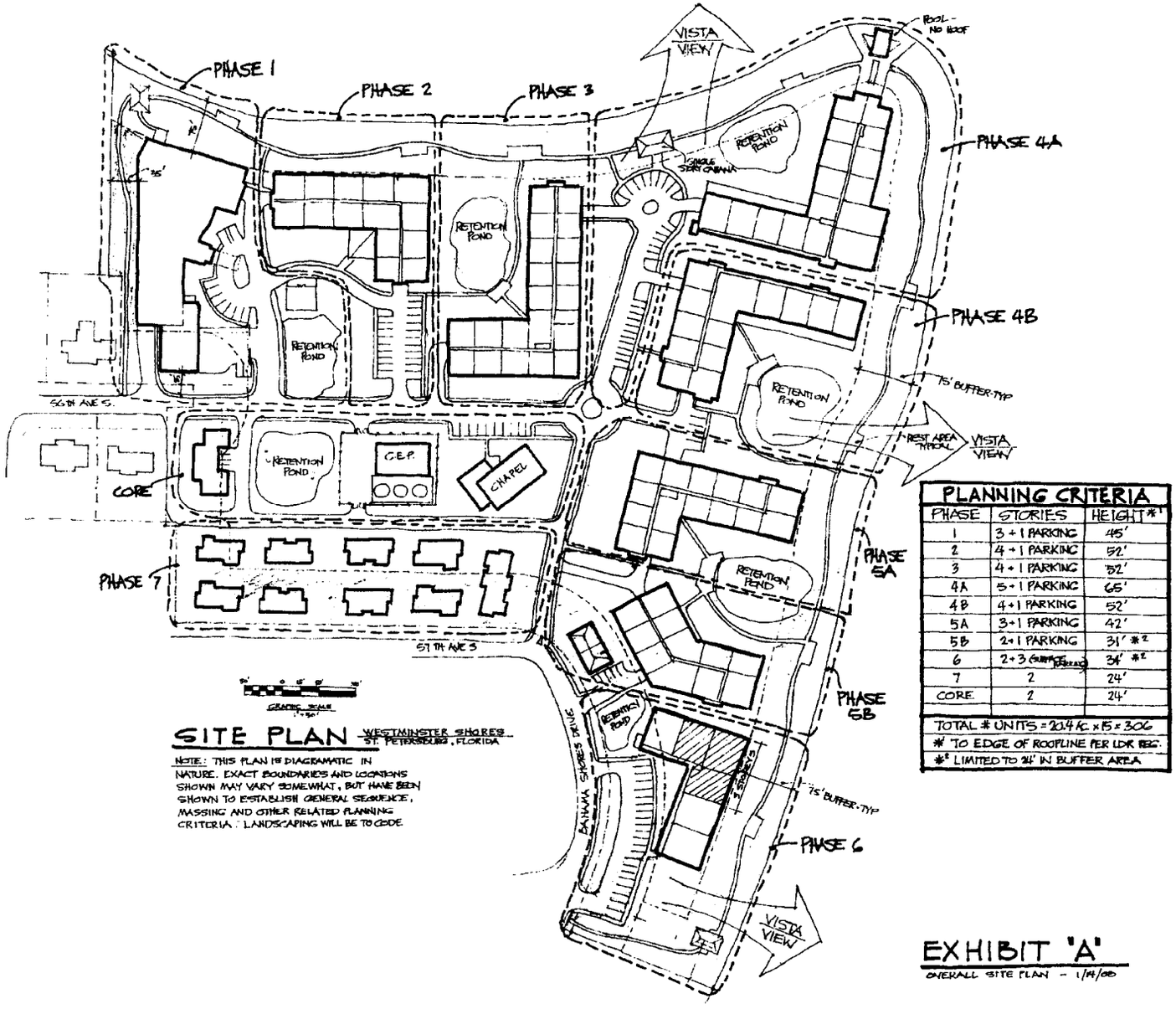
or

( ) who has produced a _____ driver license as identification.

Vicki V Wray
Signature of Notary Public
VICKI V WRAY
Print Name of Notary Public

VICKI V. WRAY
MY COMMISSION # DD 429678
EXPIRES: June 28, 2009
Bonded Thru Notary Public Underwriters

TPA:579028:8



PLANNING CRITERIA		
PHASE	STORIES	HEIGHT*1
1	3+1 PARKING	45'
2	4+1 PARKING	52'
3	4+1 PARKING	52'
4A	5+1 PARKING	65'
4B	4+1 PARKING	52'
5A	3+1 PARKING	42'
5B	2+1 PARKING	31' *2
6	2+3 GARAGE PARKING	34' *2
7	2	24'
CORE	2	24'

TOTAL # UNITS = 20.4 AC. x 15 = 306
*1 TO EDGE OF ROOFLINE PER LDR REG.
*2 LIMITED TO 24' IN BUFFER AREA

GRAPHIC SCALE

SITE PLAN — WESTMINSTER SHORES — ST. PETERSBURG, FLORIDA

NOTE: THIS PLAN IS DIAGRAMATIC IN NATURE. EXACT BOUNDARIES AND LOCATIONS SHOWN MAY VARY SOMEWHAT, BUT HAVE BEEN SHOWN TO ESTABLISH GENERAL SEQUENCE, MASSING AND OTHER RELATED PLANNING CRITERIA. LANDSCAPING WILL BE TO CODE.

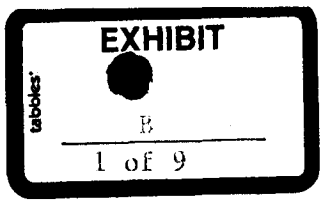
EXHIBIT 'A'

OVERALL SITE PLAN - 1/14/00

tabbies

EXHIBIT A

PINELLAS COUNTY FL OFF. REC. BK 16337 PG 513



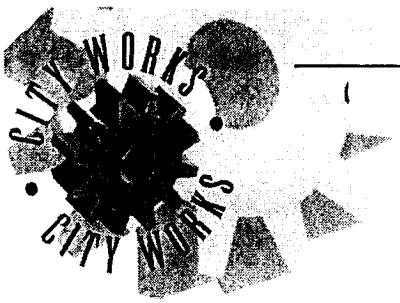
3. Residential Low Medium (RLM) - allowing low to moderately intensive residential development not to exceed 10.0 dwelling units per acre; residential equivalent uses not to exceed 3 beds per dwelling unit; and non-residential uses allowed by the land development regulation up to a floor area ratio of 0.50. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

4. Residential Medium (RM) - allowing medium density residential uses not to exceed 15 dwelling units per net acre; Residential equivalent uses not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.5. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

5. Residential High (RH) - allowing high density residential uses not to exceed the 30 units per net acre; Residential equivalent uses are not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.6. Application of this category shall be limited to areas within or adjacent to activity centers. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

6. Residential Very High (RVH) - allowing high density residential uses not to exceed the maximum density provided in the adopted land development regulations; residential equivalent uses are not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.6. This category shall not be applied without development of, and CPA approval of a special area plan designating the property as a very high density residential area. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

EXHIBIT
tabbies
B
2 of 3



ARTICLE V - DIVISION 11 RM-12/15 RESIDENTIAL MULTIFAMILY DISTRICT

Sec. 29-441. Purpose and Intent.

(a) The RM-12/15 Residential Multifamily District is intended for residential areas of medium density of up to 12 units per acre; and with additional density of up to 15 units per acre obtainable through utilization of Transfer of Development Rights (TDR). For the purpose of establishing relative intensity and potential impacts, the residential equivalent uses (see Definitions, Sec. 29-2) are based on the number of beds per dwelling unit at the permitted density.

(b) Developments in this zoning district which are also located within a designated Community Redevelopment Area, as such area is defined in F.S. ch. 163, shall be reviewed by the Community Redevelopment Agency (see section 29-49) for compliance with adopted redevelopment plans.

Sec. 29-442. Permitted Principal Uses and Structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this chapter, permitted principal uses and structures in the RM-12/15 Residential Multifamily District are as follows. Site Plans for permitted uses and structures with up to 50,000 square feet gross floor area inclusive or up to 60 units inclusive require approval by the Mayor. Uses and structures with more than 50,000 square feet gross floor area or 60 units will require Site Plan approval by the Environmental Development Commission.

(1) Single-Family and Multifamily Development up to 60 dwelling units inclusive.

(2) Community Residential Homes for one to 14 residents, subject to conditions set forth in section 29-219(a) and section 29-219(b).

(3) Special Residential Developments of not more than 60 units.

(4) Public Parks, Playgrounds and Playfields.

(5) Public educational facilities.

Sec. 29-443. Permitted Accessory Uses and Structures.

The following accessory uses and structures are permitted in the RM-12/15 Residential Multifamily District:

(1) Uses and structures which:

PINELLAS COUNTY FL OFF. REC. BK 16337 PG 515

EXHIBIT
tabbies
B
3 of 9

a. Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures.
b. Do not involve the conduct of a business.
c. Are not of a nature prohibited under section 29-445.

(2) Guest Houses.

(3) Noncommercial docks and boathouses, including tie poles in conformance with chapter 16, article V (Dock Ordinance).

(4) Temporary structures and operations in connection with, and on the site of, building or land preparation developments, including dredging and filling, grading, paving, installation of utilities, construction, erection of field offices, and structures for storage of equipment and building materials, provided a certificate of occupancy shall have been issued therefor.

Sec. 29-444. Permitted Special Exceptions.

After public notice and hearing, and subject to appropriate conditions and safeguards, the Environmental Development Commission may permit the following special exceptions in the RM-12/15 Residential Multifamily District (see article II, division 3):

(1) Multifamily Development greater than 60 dwelling units.

(2) Community Residential Homes for more than 14 residents, subject to conditions set forth in section 29-219(c).

(3) Special Residential Developments of more than 60 units. See section 29-205.

(4) Community Service Clubs when on an arterial or collector street, as identified on the Major Street Map and made part of this chapter; golf courses, recreational uses except those in which the conduct of commercial affairs plays a major part.

(5) Nursing Homes if abutting at least one major street as identified by the Major Street Map and made part of this chapter.

(6) Cemeteries and Columbariums.

(7) Day Care Centers, as an accessory use. Day care centers may be permitted as a principal use when on a major street as determined by the Major Street Map. Outdoor activity areas (i.e., playgrounds) for the day care center shall be visually shielded from a residential district by six-foot high solid decorative walls or fences, in accordance with the fence and wall limitations in section 29-220.

(8) Nongovernmental educational facilities, colleges and universities.

(9) Government Buildings and Uses.

(10) [Reserved]

PINELLAS COUNTY FL OFF. REC. BK 16337 PG 516

EXHIBIT
tabbies
B
4 of 9

(11) Utility Substations.

(12) Off-street Parking Lots, in connection with a contiguous commercial use; in accordance with the specifications of section 29-215.

(13) Noncommercial, Nongovernmental Neighborhood Buildings and Uses.

(14) Churches.

(15) Bed and Breakfast Homes.

Sec. 29-445. Prohibited Uses and Structures.

(a) All uses and structures not of a nature specifically or provisionally permitted herein are hereby prohibited in the RM-12/15 Residential Multifamily District.

(b) Any use which the Environmental Development Commission, upon appeal, and after investigating similar uses elsewhere, shall determine to be potentially noxious, dangerous or offensive to residents of the district or to those who pass on public ways, by reason of odor, smoke, noise, glare, fumes, gas, fire, explosion or emission of particulate matter or likely for other reasons to be incompatible with the character of the district, is hereby prohibited in the RM-12/15 Residential Multifamily District.

Sec. 29-446. Minimum Lot Requirements.

The minimum lot area and width requirements in the RM-12/15 Residential Multifamily District are as follows:

Note: An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

(1) *Single-Family Dwellings; Community Residential Homes for one to six residents; Bed and Breakfast Homes.*

a. Lot area: 6,500 square feet.
b. Lot width: 60 feet.

(2) *Multifamily Dwellings.*

a. Lot area: 3,630 square feet for each dwelling unit (12 units per acre).
b. Lot width: 60 feet.

(3) *Multifamily Dwellings (with TDR).*

a. Lot area: 2,904 square feet for each unit (15 units per acre).
b. Lot width: 60 feet.

(4) *Community Residential Homes for seven or more residents.*

PINELLAS COUNTY FL OFF. REC. BK 16337 PG 517

EXHIBIT
tabbies
B
5 of 9

a. Lot area: 3,630 square feet for each dwelling unit with 200 square feet of living space per resident.
b. Lot width: 60 feet.

(5) *Residential Equivalent Uses.*

a. Lot area: Minimum lot area 15,000 square feet (1,452 square feet for each bed).

(5.1) *Residential Equivalent Uses With TDR.*

a. Minimum Lot Area: 15,000 square feet, 1,161, (square feet per bed.)

(6) *Day Care Centers* (when permitted as principal uses).

a. Lot area: 10,000 square feet.
b. Lot width: 100 feet.

(7) *Churches.*

a. Lot area: 1 1/2 acres.
b. Lot width: 150 feet, except that existing churches can be expanded on lots of no less than one acre and a minimum lot width of 120 feet provided minimum off-street parking requirements are met on the entire development.

(8) *Schools.*

a. Lot width: 300 feet.

b. Lot area:
1. Elementary: Four acres plus one acre per 100 students and major fraction thereof.
2. Middle: Six acres plus one acre per 100 students and major fraction thereof.
3. Senior High: Eight acres plus one acre per 100 students and major fraction thereof.

(9) *Community and Governmental Buildings other than Schools.*

a. Lot area: One acre.
b. Lot width: 200 feet.

(10) *Community Service Clubs.*

Lot area: 2 1/2 acres.

(11) *All Other Uses.* As determined by the Environmental Development Commission for Special Exceptions.

(12) *Approved Neighborhood Plans.* There are dimensional characteristics of existing neighborhoods related to building lot width and area. Therefore, minimum lot area and width characteristics of neighborhoods with approved Neighborhood Plans may differ from the requirements of this district. The POD may approve residential development that meets lot area and width characteristics and standards identified in approved Neighborhood Plans and said approval shall not constitute a variance. Approval of the lot area shall be based on consideration of the lot area for the majority of the lots within the block and

PINELLAS COUNTY FL OFF. REC. BK 16337 PG 518

EXHIBIT
tabbies
B
6 of 9

surrounding blocks of the subject lot. Approval of lot width shall be based on the standards identified in the approved Neighborhood Plan.

The POD shall notify all property owners within 200 feet of the subject property as shown in current tax rolls and any other person or group which has on file with the POD a request to be notified. Request for notification must be renewed on an annual basis. Notification of the application shall be by regular mail postmarked no later than 10 days prior to action on the application. Public notice of the application shall be posted on the property at least seven days prior to the action. Notice shall include the earliest date on which the POD's action may be taken. Any persons may file with the POD, prior to the action, a written protest to the application. Failure to give notice of review of the application shall not invalidate the action of the POD. If a protest to the application has been filed, the application will be forwarded to the Board of Adjustment for review and action. The Board of Adjustment shall follow the notification procedures required for variances.

Sec. 29-447. Minimum Yard Requirements.

The minimum yard depths in the RM-12/15 Residential Multifamily District shall be as required by this section. All yards abutting major streets shall be considered front yards.

(1) *Single-Family Dwellings; Community Residential Homes for one to six residents; Bed and Breakfast Homes.*

a. Front yards: 25 feet.
b. Side yards: Six feet; 15 feet adjacent to the street. On lots of record of 60 feet or less in width, the interior side yard shall be six feet, and the street side yard on corner lots shall be 12 feet.
c. Rear yards: 20 feet; 10 feet for accessory structures.

(2) *Community Residential Homes for seven to 14 residents.*

a. Front yards: 25 feet.
b. Side yards: 7 1/2 feet; 15 feet adjacent to the street.
c. Rear yards: 20 feet; 10 feet for accessory structures.

(3) *Garage Apartments.* Construction of a garage apartment has the same effect on yard requirements as construction of any other dwelling unit. A garage apartment or other accessory structure may not be located closer to the side lot line than the width of the required side yard, nor closer than 10 feet to the rear lot line.

(4) *Multifamily Development up to and including 10 dwelling units; Community Residential Homes for more than 14 residents.*

a. Front yards: 20 feet.

b. Interior side yards:
1. Two to six dwelling units: 7 1/2 feet minimum, 20 feet combined.
2. Seven to 10 dwelling units inclusive: 10 feet minimum, 25 feet combined.

c. Side yards adjacent to a street: 15 feet.

PINELLAS COUNTY FL OFF. REC. BK 16337 PG 519

EXHIBIT
tabbies
B
7 of 9

d. Rear yards: 20 feet; 10 feet for accessory structures.
e. Interior yards between buildings: 20 feet.

(5) *Multifamily Development with more than 10 dwelling units.*

All exterior and interior yards, including between buildings: 20 feet.

(6) *Day Care Centers* (when permitted as principal uses).
a. Front yards: 25 feet.
b. Side yards: 10 feet (interior); 15 feet adjacent to a street.
c. Rear yard: 20 feet.

(7) *Churches.*

a. Front yards: 35 feet.
b. Side and rear yards: 25 feet.
c. No use other than off-street parking shall be located in any yard which adjoins a residentially zoned lot.

(8) *Schools; Colleges and Universities.*

a. All yards: 50 feet.
b. No use other than off-street parking shall be located in any yard which adjoins a residentially zoned lot.

(9) *Community and Government Buildings other than Schools.*

a. Front yards: 35 feet.
b. Side and rear yards: 50 feet.
c. No use other than off-street parking shall be located in any yard which adjoins a residentially zoned lot.

(10) *Residential Equivalent Uses.*

All yards: 25 feet.

(11) *Community Service Clubs.*

a. All yards: 25 feet.
b. No use other than off-street parking shall be located in any yard which adjoins a residentially zoned lot.

(12) *All Other Uses.* As determined by the Environmental Development Commission for Special Exceptions.

(13) *Approved Neighborhood Plans.* There are dimensional characteristics of existing neighborhoods related to building setbacks related to the rhythm of spacing between buildings (side yard setbacks), front yard setbacks, and alignment of buildings along the block face. Therefore, minimum yard setback characteristics of neighborhoods with approved Neighborhood Plans may differ from the requirements of this district. The POD may approve residential development that meets setback characteristics and

PINELLAS COUNTY FL OFF. REC. BK 16337 PG 520

EXHIBIT
tabbies
B
8 of 9

standards identified in approved Neighborhood Plans and said approval shall not constitute a variance. Approval shall be based on the following:

a. Front and side yard setbacks permitted in the neighborhood will be based on the predominate building setbacks established in the block containing the proposed development.

b. Evaluation of building setbacks will also consider the pattern of building setbacks on the block(s) adjacent to the proposed development.

The POD shall notify all property owners within 200 feet of the subject property as shown in current tax rolls and any other person or group which has on file with the POD a request to be notified. Request for notification must be renewed on an annual basis. Notification of the application shall be by regular mail postmarked no later than 10 days prior to action on the application. Public notice of the application shall be posted on the property at least seven days prior to the action. Notice shall include the earliest date on which the POD's action may be taken. Any persons may file with the POD, prior to the action, a written protest to the application. Failure to give notice of review of the application shall not invalidate the action of the POD. If a protest to the application has been filed, the application will be forwarded to the Board of Adjustment for review and action. The Board of Adjustment shall follow the notification procedures required for variances.

Sec. 29-448. Maximum Floor Area Ratio.

The maximum floor area ratio (F.A.R.) for nonresidential uses shall be .40.

Sec. 29-449. Maximum Impervious Surface Ratio (ISR).

The maximum impervious surface ratios shall be as follows:

(1) Residential uses on lots of less than one (1) acre shall be .60.

(2) Residential uses on lots of one (1) acre or more shall be .55.

(3) Residential equivalent uses shall be .70.

(4) The maximum impervious surface ratio (ISR) for nonresidential uses shall be .65.

Sec. 29-450. Maximum Height of Structures.

The maximum height of structures in the RM-12/15 Residential Multifamily District shall be 35 feet. For each two feet of additional height, one additional foot of yard measured at the ground on all sides is required (see section 29-193 for Height Limitations); and subject to Airport height guidelines.

Sec. 29-451. Off-Street Parking, Loading Requirements.

The minimum off-street parking and off-street loading requirements in the RM-12/15 Residential Multifamily District shall be as provided in this section (see Sections 29-197 and 29-198, also Chapter 16, Article IX):

PINELLAS COUNTY FL OFF. REC. BK 16337 PG 521

EXHIBIT
B
9 of 9

(1) *Single-Family.* One space for each dwelling unit.

(2) *Multifamily Dwellings.* 1 1/2 spaces for each dwelling unit.

(3) *Community Residential Homes.*

a. With six or fewer residents: Two spaces.
b. With seven or more residents: Two spaces, plus one space for each three residents.

(4) *Residential Equivalent Uses.* One space for each 300 square feet of gross floor area.

(5) *Day Care Centers* (when permitted as principal uses). One space shall be provided for every 10 persons in the day care center. However, in no case shall there be less than two parking spaces on site.

There shall be a drop-off/pick-up area on the site (preferably in the form of a circular driveway) for a minimum of three vehicles in facilities with 20 or fewer persons; for five vehicles in facilities with between 21 and 40 persons; for seven vehicles in facilities with between 41 and 60 persons; and nine vehicles in facilities with more than 60 persons.

(6) *Churches.* One space for each 200 square feet in congregational seating area (including aisles) in church proper and in Sunday school or other meeting rooms and classrooms. Off-street space shall be provided for taking on and discharging passengers and for formation of automobile processions.

(7) *Schools.*

a. *Elementary and Middle:* Two spaces for each classroom or office room, plus one space for each 150 square feet of seating area (including aisles) in any auditorium or any gymnasium or cafetorium intended to be used as an auditorium.

b. *Senior High, Colleges and Universities:* Four spaces for each classroom or office room, plus one space for each 150 square feet of seating area (including aisles) in any auditorium or any gymnasium or cafetorium intended to be used as an auditorium.

(8) *Governmental and Community Buildings.* Three spaces for each office room, plus one space for each 150 square feet of seating area (including aisles) in any room used for public meetings.

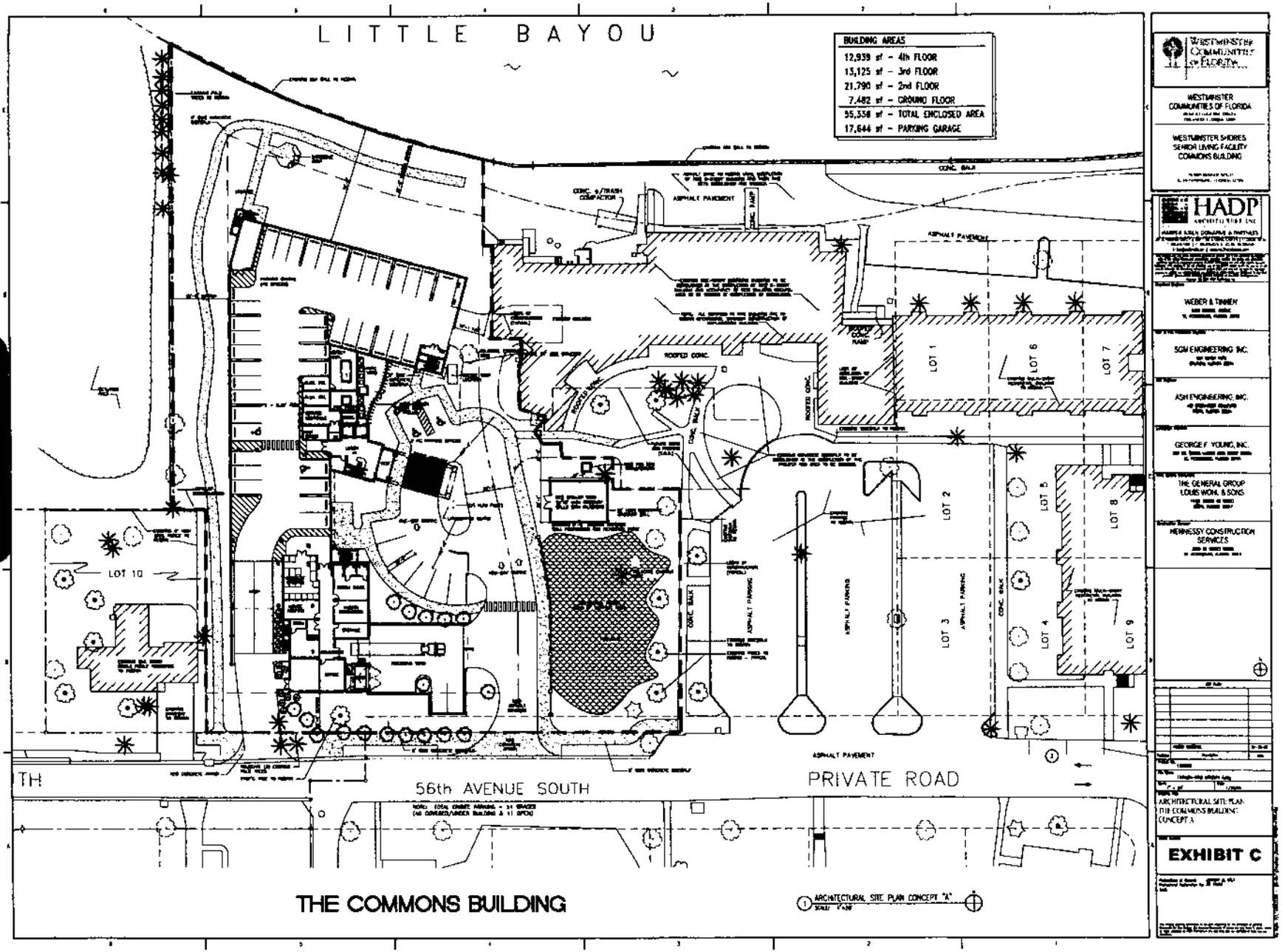
(9) *Community Service Clubs.* One space for each 100 square feet of gross floor area, or one space for each three seats in any room for assembly, whichever is greater; all parking shall be shielded from view by heavy plantings; no parking to be permitted in required yards of Community Service Clubs.

(10) *Bed and Breakfast Homes.* See section 29-222.

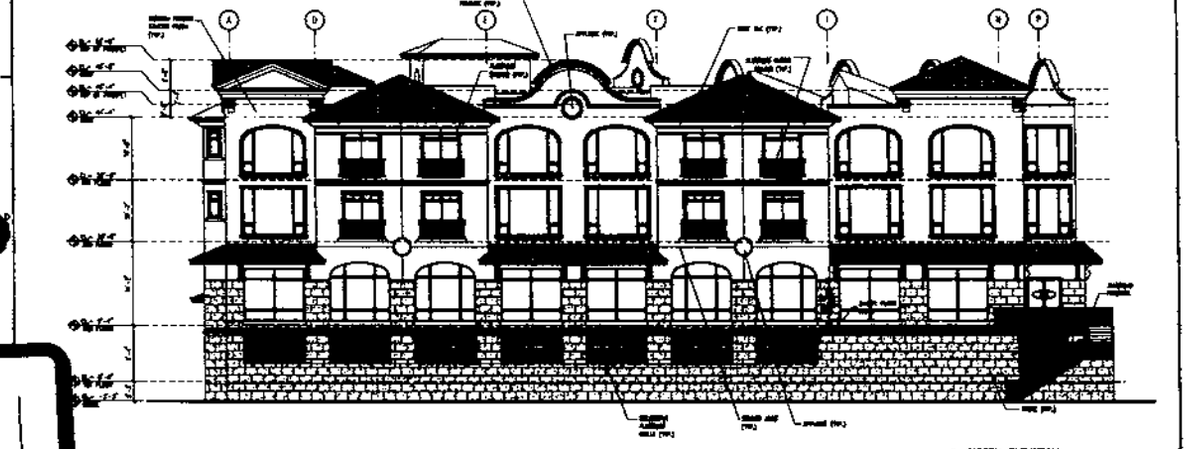
(11) *All Other Uses.* One space for each 200 square feet of gross floor area, or as determined by the Environmental Development Commission for Special Exceptions.

Secs. 29-452—29-460. Reserved.

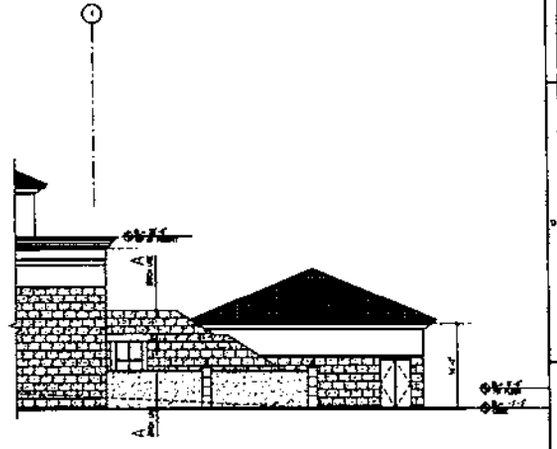
EXHIBIT C


LITTLE BAYOU
BUILDING AREAS
12,939 sf - 4th FLOOR
13,125 sf - 3rd FLOOR
21,790 sf - 2nd FLOOR
7,482 sf - GROUND FLOOR
55,336 sf - TOTAL ENCLOSED AREA
17,644 sf - PARKING GARAGE
LOT 10
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
56th AVENUE SOUTH
PRIVATE ROAD
THE COMMONS BUILDING
ARCHITECTURAL SITE PLAN CONCEPT "A"
WESTMINSTER COMMUNITIES OF FLORIDA
WESTMINSTER SHORES SENIOR LIVING FACILITY COMMONS BUILDING
HADP
WEBER & TINNEY
SGM ENGINEERING INC.
ASH ENGINEERING INC.
GEORGE F. YOUNG, INC.
THE GENERAL GROUP LOUIS WOHL & SONS
HENNESSY CONSTRUCTION SERVICES
ARCHITECTURAL SITE PLAN
THE COMMONS BUILDING
CONCEPT A
EXHIBIT C

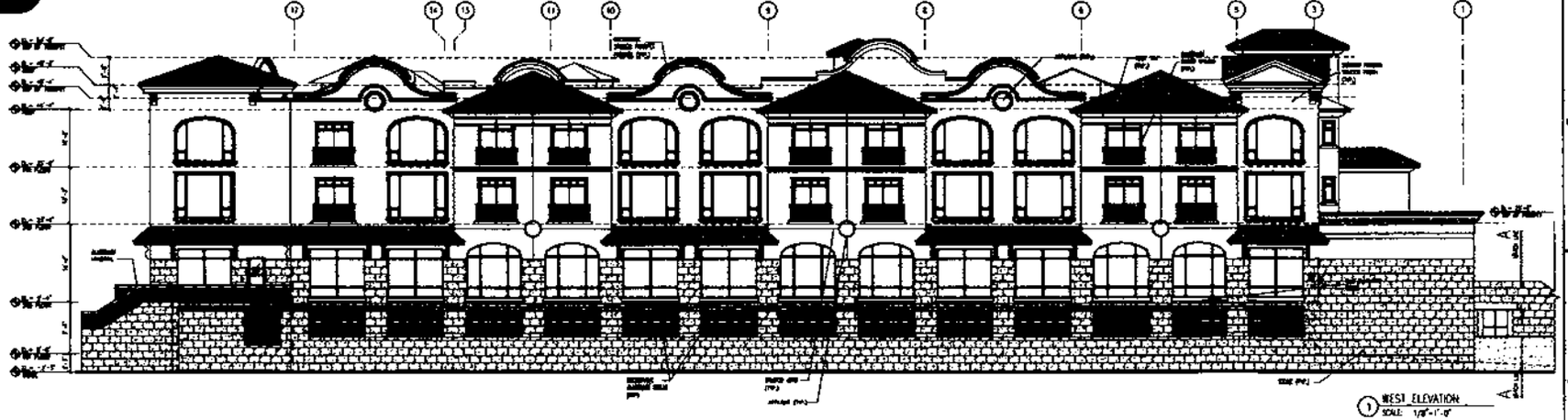
EXHIBIT



3 NORTH ELEVATION
SCALE: 1/8"=1'-0"



2 WEST ELEVATION (CONTINUED)
SCALE: 1/8"=1'-0"



1 WEST ELEVATION
SCALE: 1/8"=1'-0"

WESTMINSTER COMMUNITIES OF FLORIDA

WESTMINSTER SHORES SENIOR LIVING FACILITY COMMONS BUILDING

HADP ARCHITECTURE, INC.

HARPER ABDAI DONAHUE & PARTNERS

WEBER & TINNEN

SGM ENGINEERING, INC.

ASH ENGINEERING, INC.

GEORGE F. YOUNG, INC.

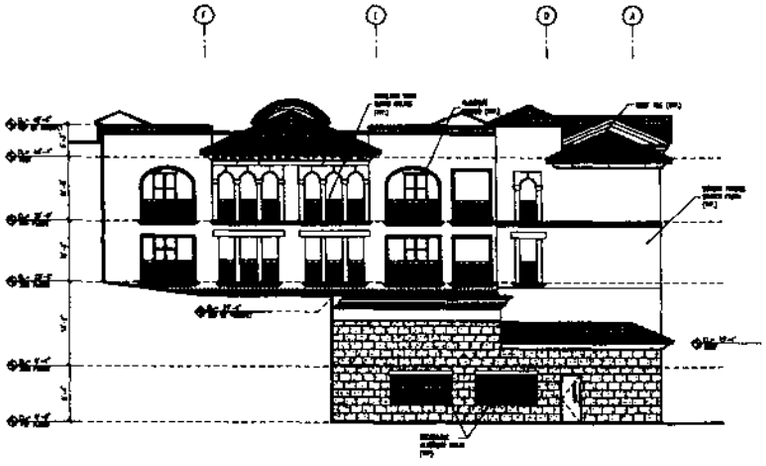
THE GENERAL GROUP/ LOUIS WOHL & SONS

HENNESSY CONSTRUCTION SERVICES

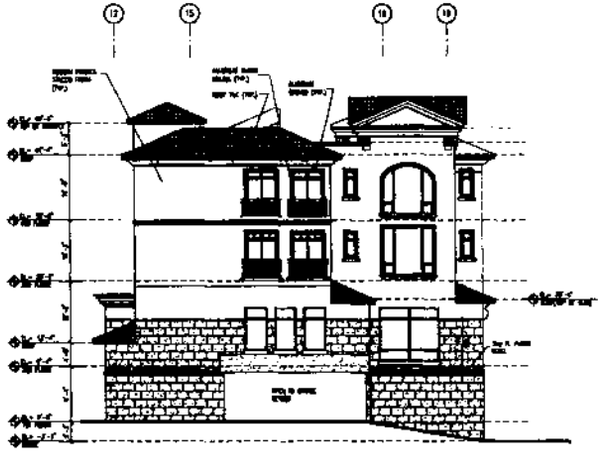
COMMONS BUILDING BUILDING ELEVATIONS

EXHIBIT D-1

EXHIBIT D-2



3 ENTRY COURT - SOUTH ELEVATION



2 EAST ELEVATION



1 ENTRY COURT - EAST ELEVATION

WESTMINSTER COMMUNITIES OF FLORIDA

WESTMINSTER COMMUNITIES OF FLORIDA

WESTMINSTER SHORES SENIOR LIVING FACILITY COMMONS BUILDING

HADP ARCHITECTURE, LLC

WEBER & TENNEY

SGM ENGINEERING, INC.

ASH ENGINEERING INC.

GEORGE F. YOUNG, INC.

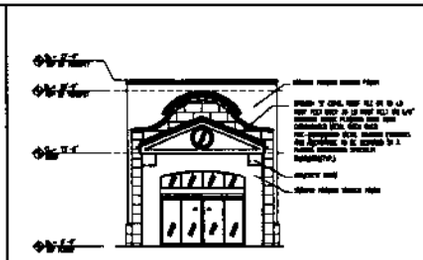
THE GENERAL GROUP LOUIS PHOHL & SONS

HENNESSY CONSTRUCTION SERVICES

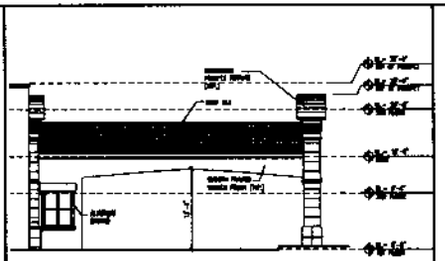
COMMONS BUILDING ELEVATIONS

EXHIBIT D-2

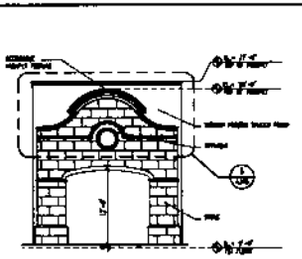
EXHIBIT D-3



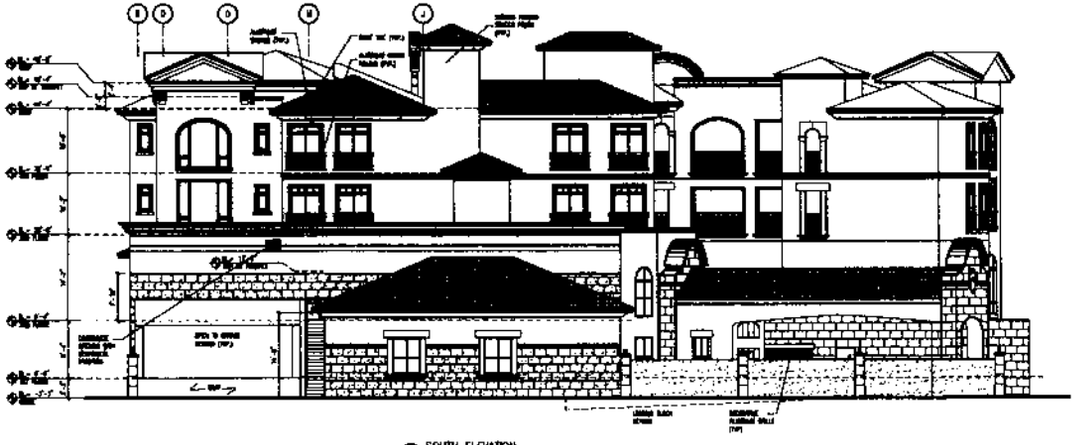
4 FRONT ELEVATION



3 PORTE-COCHERE SIDE ELEVATION



2 PORTE-COCHERE FRONT ELEVATION



1 SOUTH ELEVATION

WESTMINSTER COMMUNITIES OF FLORIDA

WESTMINSTER SHORES SENIOR LIVING FACILITY COMMONS BUILDING

HADP ARCHITECTURE, INC.

WEBER & TINNEY

SGM ENGINEERING, INC

ASH ENGINEERING, INC

GEORGE F. YOUNG, INC

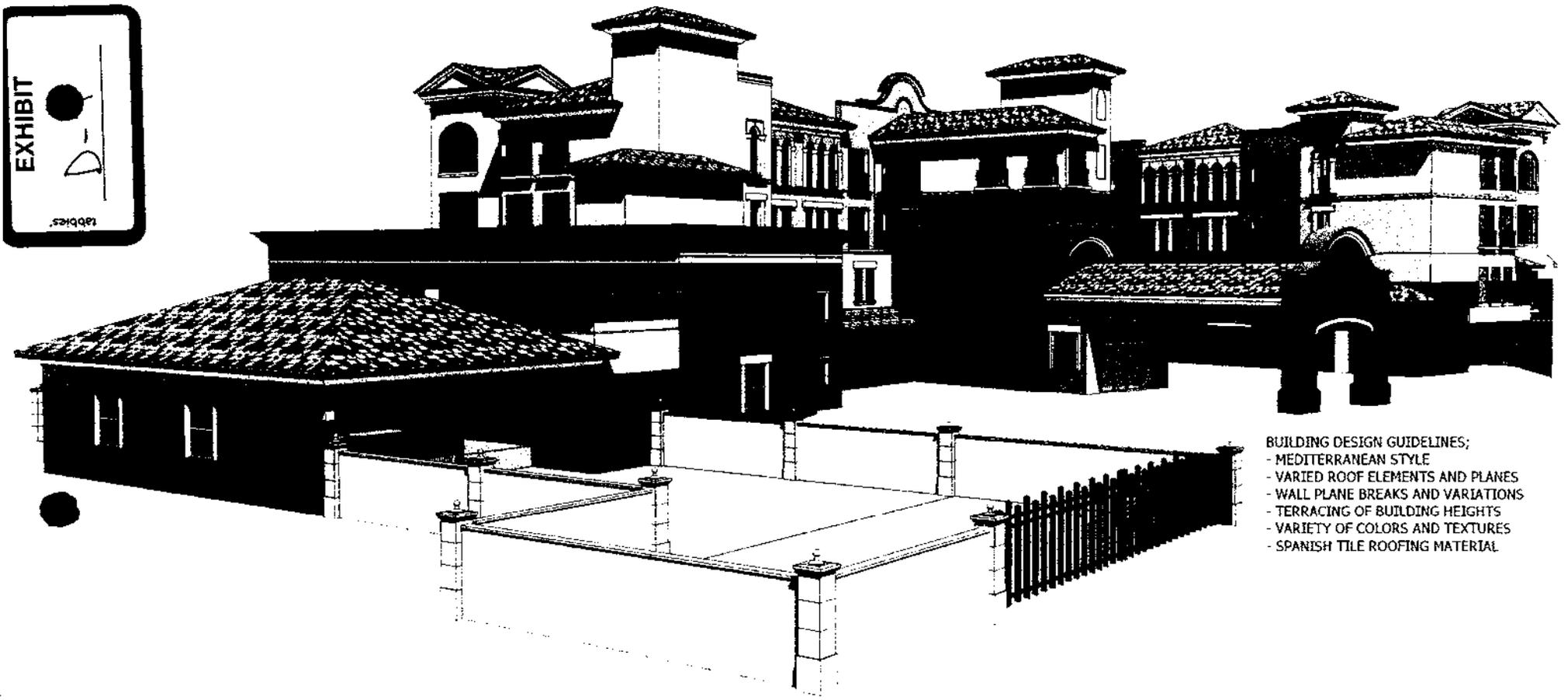
THE GENERAL GROUP/ LOUIS WOHL & SONS

HENNESSY CONSTRUCTION SERVICES

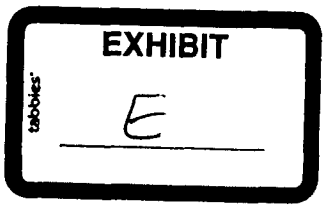
COMMONS BUILDING BUILDING ELEVATIONS

EXHIBIT D-3

EXHIBIT



BUILDING DESIGN GUIDELINES;
- MEDITERRANEAN STYLE
- VARIED ROOF ELEMENTS AND PLANES
- WALL PLANE BREAKS AND VARIATIONS
- TERRACING OF BUILDING HEIGHTS
- VARIETY OF COLORS AND TEXTURES
- SPANISH TILE ROOFING MATERIAL



CONSTRUCTION CONTROL PROTOCOLS

For: Westminster Shores Projects
St. Petersburg, Florida

Owner shall cause the General Contractor to follow these guidelines on all major construction projects on the Overall Property:

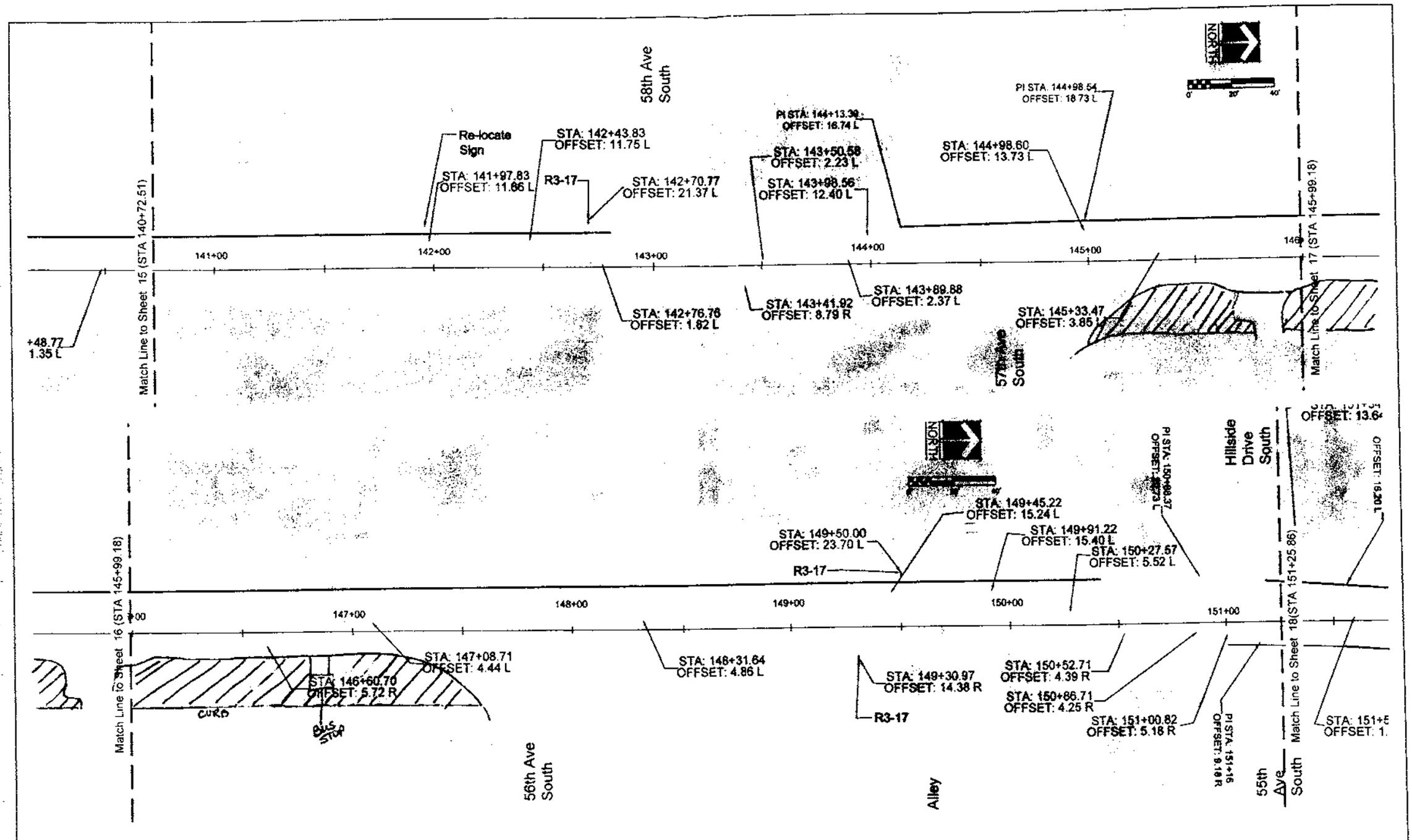
- Normal work hours are Monday through Friday from 7:00 am to 5:30 pm. Work will not occur on State of Florida Holidays.
- No Saturday work without prior authorization from Owner
- Owner shall notify the Bahama Shore Homeowner's Association of general contractor/subcontractor work on weekends
- All Subcontractors must have onsite jobsite supervision
- Construction Projects will be fenced with chain-link fencing material
- Employee parking will be in designated areas inside of the fencing
- All access to the jobsite will be limited to 56th Avenue South
- No Subcontractors or General Contractor employees are to travel in any areas of the neighborhood other than 56th Avenue South
- Constant daily cleanup of each Subcontractor work area is required
- Each Subcontractor is to provide one laborer for every six employees for general jobsite cleanup one day per week

In addition the following rules will be enforced: If construction debris finds its way outside of the fenced construction area, it will be removed immediately. Special attention will be given to keeping the streets in the neighborhood clean. The General Contractor shall have 56th Avenue South policed and cleaned (if needed) for the duration of the project. There will also be a water truck on the jobsite to manage dust control until landscaping is installed.

Safety will be a priority and each General Contractor will provide a job specific safety plan. All work on this project will meet or exceed OSHA standards and will be monitored constantly by the onsite Project Superintendent.

The General Contractor will be required to control the noise and dirt levels of all construction activities and minimize their effect on the neighborhood. If Owner receives any complaints because of the construction activity, the General Contractor will be informed to immediately rectify the situation. Timely meetings will be held at the Bahama Shore Neighborhood Association's request to review any complaints because of the construction efforts.

EXHIBIT



NO.	BY	REMARKS

DESIGNED BY: TAP DATE: 11-07
DRAWN BY: SAH, CBF DATE: 11-07
CHECKED BY: BWL DATE: 11-07
BV No. CBM#33 EL. 104.41
BV No. CBM#34 EL. 105.75
BV No. CBM#35 EL. 107.59
BV No. CBM#36 EL. 109.35

REVISIONS BY: DATE

Marking and Signage Plan
(05)
STA 142+72.51 to 151+25.86

ENGINEERING DEPARTMENT
CITY OF ST. PETERSBURG
APPROVED BY:

4TH STREET SOUTH BIKE PATH
Between Pinellas Pt Dr So and 45th Ave So
PROJECT No. 07058-112
FPN 413106-1-38/58-01

DATE: NOVEMBER, 2007
SCALE: 1"=40' Horizontal
1"= 4' Vertical
DRAWING No.
10378-54

FIRST AMENDMENT TO SETTLEMENT STIPULATION DEVELOPMENT AGREEMENT
(WESTMINSTER SHORES)

THIS FIRST AMENDMENT TO SETTLEMENT STIPULATION DEVELOPMENT AGREEMENT (this "First Amendment") is made and entered into as of the 26th day of November, 2018, by and between **WESTMINSTER SHORES, INC.**, a Florida corporation (hereinafter referred to as the "Owner") and the **CITY OF ST. PETERSBURG,** a Florida municipal corporation, (hereinafter referred to as the "City").

W I T N E S E T H:

WHEREAS, the City and Owner previously entered into that certain Settlement Stipulation with an effective date of April 21, 2008, and recorded in Official Records Book 16237, Page 1385, Public Records of Pinellas County, Florida (the "Original Settlement Agreement"); and

WHEREAS, Owner is the fee simple owner of that certain real property located in the city of St. Petersburg, and more particularly described in **Exhibit "B"** attached hereto and incorporated herein ("Owner's Property"); and

WHEREAS, Owner and the City desire to amend the Original Settlement Agreement to clarify certain development rights and code applications affecting the development of the Owner's Property; and

WHEREAS, the City has determined that the execution of this First Amendment is essential to the public health, safety and welfare and the ability of the City to plan for the development of the Property; and

WHEREAS, pursuant to the last sentence in Section 17 of the Original Settlement Agreement, the parties desire to enter into this First Amendment to clarify the intended development of the Property and the City's review of same, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Overall Site Plan Floor Area Ratio. The City and Owner agree to delete the first sentence of Section 4 of the Original Settlement Agreement and to insert the following language: "Owner shall be entitled to combine phases in any order; however, Owner shall maintain a Floor Area Ratio no greater than .75 for the Overall Site Plan and which shall apply to the combined gross floor area of the residential and nonresidential uses", as the first sentence in Section 4. For purposes of the FAR calculation, the City and Owner shall determine the Floor Area Ratio calculation pursuant to Section 16.60.010.5 and 16.90.020.3 of the City's Land Development Code Regulations in effect as of the Effective Date of this First Amendment.

Section 3. Overall Site Plan. As provided and conditioned herein, the City and Owner agree to delete the overall site plan attached as **Exhibit "A"** in the Original Settlement Agreement in its entirety and to replace **Exhibit "A"** to the Original Settlement Agreement with the Westminster Shores Master Development Plan-Overall Site Plan, attached hereto and incorporated herein as **Exhibit "A"** (the "Overall Site Plan"). In the event the City Development Review Commission does not approve the Overall Site Plan (attached to this First Amendment) for any reason, **Exhibit "A"** to the Original Settlement Agreement shall not be deleted.

Section 4. Notwithstanding anything to the contrary in Section 3 of the Original Settlement Agreement, Owner and City agree that any such deviations (not to exceed 13%) shall not reduce the width of any "Site Vista Corridors" as depicted on the Overall Site Plan. Further, notwithstanding anything to the contrary in the Original Settlement Agreement, height shall be measured from the FEMA Based Flood Elevation plus locally adopted freeboard standards to the beginning of the roof line.

Section 5. The parties agree to delete (iii) of Section 6 of the Original Settlement Agreement and to insert the following language as a new (iii):

> "there shall be no building or accessory building encroachments in the "Site Vista Corridors", as depicted on the Overall Site Plan (**Exhibit "A"**) that would reduce the width of the aforementioned "Site Vista Corridors".

Section 6. Effective Date. This First Amendment shall first be executed by the Owner and submitted to the City for approval by the City of St. Petersburg City Council. Upon approval by the City of St. Petersburg City Council, this First Amendment shall be executed by the City. The Effective Date of this Amendment shall be the date of execution by the City and such date shall be inserted on Page 1 of this First Amendment (the "Effective Date").

Section 7. Covenant Running with the Land. This Amendment shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

Section 8. Original Settlement Agreement in Full-Force. The parties agree that, as of the Effective Date, no party is currently in default under the Original Settlement Agreement. Except as expressly modified herein, the Original Settlement Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Original Settlement Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

Section 9. Recordation. The parties agree that an executed original of this First Amendment shall be recorded by the Owner, at the Owner's expense, in the Public Records of Pinellas County, Florida.

Section 10. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owner and the City have caused this instrument to be executed by their duly authorized elected officials, and/or officers as of the date and year first above written.

Signed, sealed, and delivered in the presence of the following witnesses:

WITNESSES

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

"OWNER"

WESTMINSTER SHORES, INC.
a Florida corporation

By: _____
Name: Henry F. Keith
Title: Senior VP

[SIGNATURE PAGE FOLLOWS]

Signed, sealed, and delivered in the presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Veronika Slep
Printed Name of Witness

"**CITY**"

CITY OF ST. PETERSBURG, FLORIDA,
a Florida municipal corporation

By: _____
Name: Rick Kriseman, Mayor

Attest: _____
Name: Chan Srinivasa
City Clerk

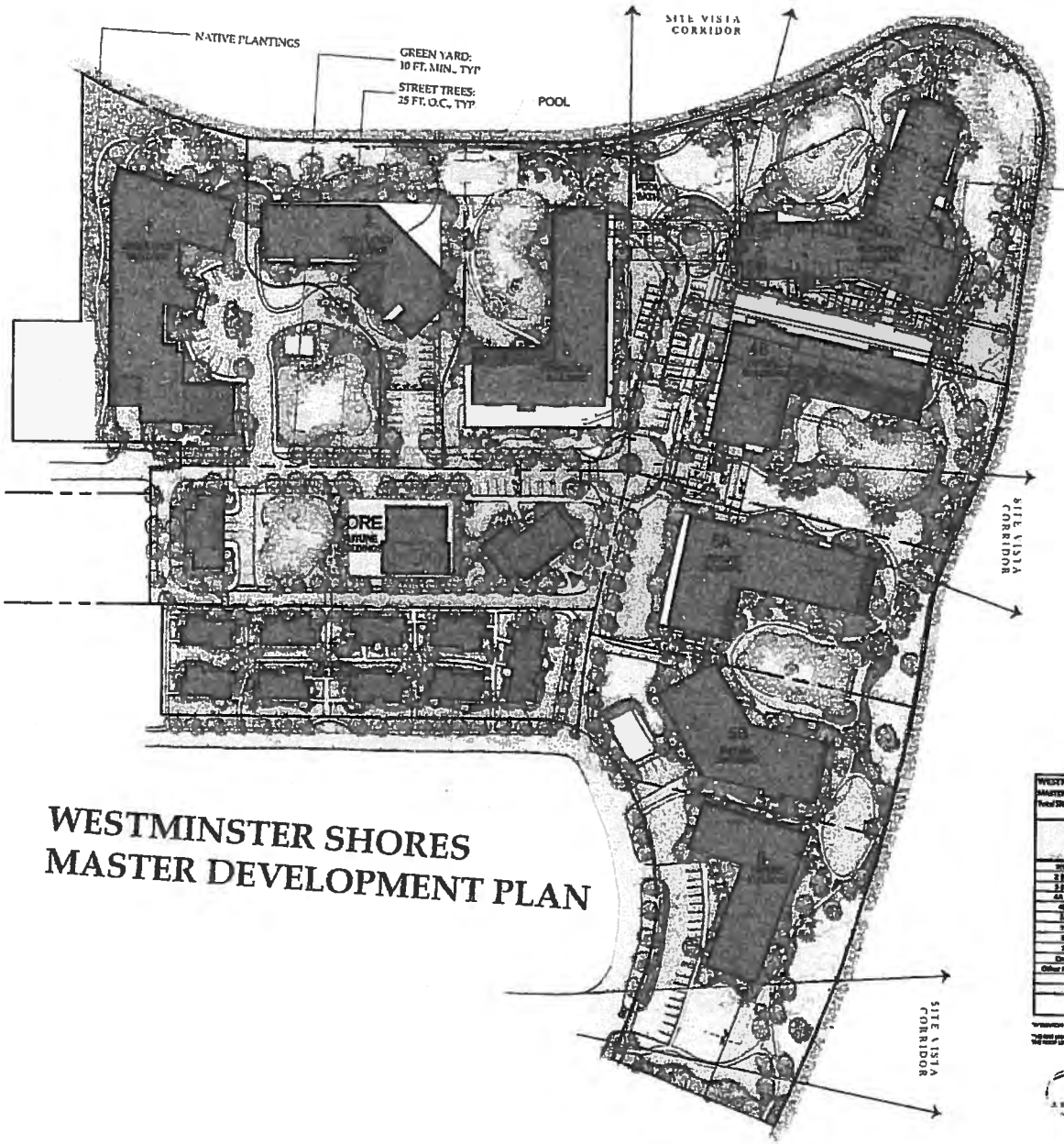
(SEAL)

Approved as to Content and Form:

City Attorney (Designee)

EXHIBIT A

WESTMINSTER SHORES MASTER DEVELOPMENT PLAN-OVERALL SITE PLAN



WESTMINSTER SHORES
MASTER DEVELOPMENT PLAN

WESTMINSTER SHORES
MASTER PLAN GROSS SF INFORMATION
Total Site 39.53 Acres

Note		Building Footprint	Max Building Ht	Floors Above Retail Allowed	Gross Sq Ft Residential Only (Multi-use includes Level 1 shop/restaurant space)
3 (Condo)		30,000	45'	3	90,000
3 (Condo)		19,400	55'	4	77,600
3 (Condo)		22,000	65'	4	88,000
4A (Condo)		29,000	65'	5	145,000
4B (Condo)		25,000	65'	4	100,000
5 (Condo)		20,000	45'	3	60,000
6 (Condo)		14,000	35'	2	28,000
8 (Condo)		14,000	35'	2	28,000
7 (Condo)		14,000	35'	2	28,000
Core (Condo)		14,000	35'	2	28,000
Other (Condo)		12,000	35'	2	24,000
TOTAL SF					621,600
TOTAL DUA					8.75

WESTMINSTER SHORES
1 MASTER DEVELOPMENT PLAN- OVERALL SITE PLAN
SCALE: 1" = 60' WHEN PRINTED AT 24 X 36

Chancey Design Partnership
Architecture • Planning • Interior Design
Tampa
1228 East 7th Avenue Tampa, FL 33605
Tel 813-248-8256 Fax 813-247-3027
Seagrove
3001 East County Highway 30A, Suite 100
Seagrove Beach, FL 32459
Tel 850-231-2007 Fax 850-231-2023
www.chanceydesign.com
AAC 00 1765

WESTMINSTER SHORES
PHASE IV

Westminster Communities of Florida

MARK	DATE	DESCRIPTION
DATE ISSUED		
PROJECT NO		

SHEET TITLE
WESTMINSTER SHORES
MASTER DEVELOPMENT PLAN

A-001A

Design P:\WORK\WSD WESTMINSTER PHASE IV\01 ACAD-REVIT ARCHITECTURAL\01 SITE PLAN\SP OVERLAY.DWG
Plotted on PATTERSON @ 6/15/2016 9:49:37 AM by RRICHARDS

EXHIBIT B

125 56th Ave. South, St. Petersburg Florida

Pinellas County Parcel ID: 07-32-17-02235-001-0010

The following page(s) contain the backup material for Agenda Item: Ordinance 653-H, An ordinance enacting year-end appropriation adjustments for Fiscal Year 2026 for the Operating Budget and Capital Improvement Program Budget and Adjustments to the Fiscal Year 2027 Budget; and providing an effective date.
Please scroll down to view the backup material.



J-1

ST. PETERSBURG CITY COUNCIL
Second Reading & Public Hearing of Ordinance
Meeting of November 19, 2026

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

SUBJECT: An Ordinance Enacting Year-End Appropriation Adjustments for FY26 for the Operating Budget and Capital Improvement Program Budget and Adjustments to the FY27 Budget.

EXPLANATION / COST FUNDING ASSESSMENT INFORMATION:

This agenda item transitions budgets from the year just closed to the new budget year. For FY26, it adjusts budgets that exceeded annual appropriations and commits and assigns funds in the General Fund for specific purposes. It also provides adjustments (supplemental appropriations, transfers, and rescissions) to the FY27 budget. Council is asked to approve the attached Ordinance as required by the City Charter.

The agenda item is divided into three major parts. Each part may involve several types of transactions including appropriation transfers, increases in budget authority which generally have no effect on fund balance, or supplemental appropriations, *which reduce the fund balance of the specified fund unless there are revenues to support the expense overage*. The three parts give a detailed description of the provisions within the Ordinance and reasons for each budget modification.

Back-up for the Ordinance is covered in Parts I, II, and III

Part I describes transactions which will clean up and finalize the **FY26 budget** (Ordinance Sections 1-3). The final accounting transactions for **FY26** are being posted, requiring some adjustments to the **FY26** appropriations for both operations and capital projects. Additional budget authority is necessary to authorize expenditures in excess of budgeted amounts, in some cases increased revenues are available to cover these expenditures. State law requires that any budgetary adjustments to the prior year budget be made within 60 days of the close of the fiscal year.

Part II recommends commitments and assignments of funds remaining in the General Fund at the close of **FY26** for a variety of purposes in **FY27** and the future. Commitments and assignments are not legal obligations to expend funds set aside in the various categories and require appropriation by City Council in order to do so. These appear in Section 4 of the Ordinance.

Part III provides for supplemental appropriations, transfers, and rescissions, *which reduce the fund balance of the specified fund unless there are revenues to support the expenditures*, to the **FY27** Budget, including re-appropriation of unexpended **FY26** monies and transfers, Ordinance Sections 5-9.

General Fund Preliminary Results for FY26

Based on the financials through November 4, 2027, we estimate net revenue of $432.942 million and expenditures of $437.388 million. After excluding the $6.100 million in year-end adjustments, we estimate adding approximately $1.654 million in General Fund balance. These amounts include original and new BP Project Funding estimates. The table below illustrates the beginning fund balance of $81.919 million and the estimated FY26 ending fund balance of $83.572 million.

		Revenues		Expenditures			Fund Balance			
	Beginning Fund Balance	Amended Budget	Revenue Estimate	Amended Budget	Expense Estimate	Budget Annual Change	Variance	Year End Adjustment	Year End Estimate	Target Fund Balance
General Fund and Reserves										
General Fund Operating	80,576	423,476	432,942	438,849	437,050	(15,373)	(4,107)	5,921	82,390	60,249
General Fund BP	1,342	0	0	1,521	339	(1,521)	(339)	179	1,182	0
Total General Fund	81,919	423,476	432,942	440,370	437,388	(16,894)	(4,446)	6,100	83,572	60,249

The FY27 adjustments included in the attached Ordinance will **reduce** the General Fund balance by $5.891 million. After City Council adoption of the attached Ordinance on November 19, 2026, we estimate the net effect is that an estimated $4.238M of General Fund balance will be **used** by the end of FY27. Any additional budget actions taken during the year would change this estimate.

ATTACHMENTS: Ordinance

APPROVALS:

Administrative: Thomas Greene

Budget: E Makofske

PRELIMINARY YEAR-END APPROPRIATION ADJUSTMENTS
FY26 OPERATING BUDGET &
CAPITAL IMPROVEMENT PROGRAM BUDGET

This report presents recommendations for budget adjustments in various funds. Expenditure and revenue estimates are based on financial data through November 4, 2026. Budget adjustments are only required for entities that exceed previous appropriations for the entity as a whole. While some appropriations are made at the departmental level, such as the Fire Rescue Department, others are made at the administration level. For example, an appropriation would be required for the Community Enrichment Administration only if the expenditures exceeded the total appropriation for all departments within the administration. The Budget Ordinance is the guiding document for these requirements.

Supplemental appropriations are supported either by revenue or by resources of the fund balance of the fund specified. Supplemental appropriations increase the total amount authorized in the fund.

PART I: FY26 APPROPRIATION ADJUSTMENTS

Ordinance Section 1

GENERAL FUND – Supplemental Appropriations and Transfers -- These adjustments cover expenditures which exceeded budget in FY26. In some cases, the expenditures are offset by additional revenue. The adjustments in the first two lines are for budget authority only to align the budget with actual expenditures. The transfers to other funds total $6.583 million and of this $344,151.87 are new expenditures. These expenditures have already been calculated in the total expenditures of $437.388 million.

Fire Rescue	3,413,000	A supplemental appropriation is needed to cover overtime overages related to vacancies and greater than budgeted expenses in vehicle replacement, vehicle repair and maintenance, uniforms and protective gear, and employee health services such as pre-employment physicals, medical examinations, and mental health services.
Finance – Transfer to Disaster Short Term Financing 2024	6,238,868	A supplemental appropriation is needed to record FY 2026 actual debt service payments made on the Series 2024 note and uses of revenues from FEMA recovery and insurance proceeds.
Finance – Transfer to General Capital Improvement Fund	264,151.87	A supplemental appropriation is needed to transfer the remaining balance of the Scooter Share Program revenue generated by Right-of-Way Use Fees funds ($182,936.27) in the General Fund to the General Capital Improvement Fund (3001) for the Complete Streets Program Project and the remaining balance of Developer Contributions for Sidewalks funds ($81,215.60) resulting from revenue generated by Sidewalk-in-Lieu Fees to the General Capital Improvement Fund (3001) to be used for sidewalk design/construction.
Manhattan Casino Subsidy	80,000	A supplemental appropriation is needed to increase the subsidy transfer to the Manhattan Casino Operating Fund.

ENTERPRISE & SPECIAL REVENUE OPERATING FUNDS – Supplemental Appropriations
These adjustments cover expenses which exceeded the FY26 budget. These adjustments are for budget authority only to align the budget with actual expenses. These expenditures have already been calculated in the total expenses of the respective fund. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expense variances will be covered from the fund balance in each individual fund.*

Emergency Medical Services	1,060,000	A supplemental appropriation is needed to cover the cost of ambulances ordered in previous fiscal years (prepaid) but placed in service in FY26 ($924,198) and the purchase of utility vehicles ($135,802).
Neighborhood Stabilization Program	762.09	A supplemental appropriation is needed to transfer unspent program income in the Neighborhood Stabilization Program Fund (1114) to the CDBG Fund (1111) due to the final close out of the fund.
Mahaffey Theater Operating	657,000	A supplemental appropriation is needed to cover greater than budgeted expenses in other specialized services and electric. There are sufficient resources in the fund to cover the additional expenses.
Local Law Enforcement State Trust	37,000	A supplemental appropriation is needed to cover greater than budgeted expenses related to paying off a lien on a seized vehicle. There are sufficient resources in the fund to cover the additional expenses.
Police Grant	1,000	A supplemental appropriation is needed to cover greater than budgeted expenses in commodities - fire and police. There are sufficient resources in the fund to cover the additional expenses.
Disaster Short Term Financing 2024	18,060,391.72	A supplemental appropriation is needed to record FY26 actual debt service payments made on the Series 2024 note and uses of revenues from FEMA recovery and insurance proceeds.
Disaster Short Term Financing 2025	1,848,702.75	A supplemental appropriation is needed to cover the cost of issuance ($1,474.91), interest ($1,789,604.10), and unused fee expenditures ($57,623.74) on the Non Ad Valorem Revenue Note, Series 2025.
Water Resources Debt	967,967.12	A supplemental appropriation is needed to transfer interest earnings on the debt service reserve in the Water Resources Debt Fund (4002) to the Water Resources Fund (4001).
Water Cost Stabilization	5,243,000	Interest earnings in this fund were higher than the budgeted amount and were transferred to the Water Resources Fund. A supplemental appropriation is needed to cover this transfer of additional interest earnings received in the fund and unbudgeted bank fees.
Stormwater Utility Operating	869,000	A supplemental appropriation is needed to cover greater than budgeted expenses in engineering, overtime, equipment, and transfers to the Equipment Replacement Fund. There are sufficient resources in the fund to cover the additional expenses.
Stormwater Debt Service	70,297.10	A supplemental appropriation is needed to transfer interest earnings on the debt service reserve in the Stormwater Debt Service Fund (4012) to the Stormwater Utility Operating Fund (4011).
Airport Operating	8,000	A supplemental appropriation is needed to cover greater than budgeted expenses in consulting. There are sufficient resources in the fund to cover the additional expenses.
Jamestown Operating	2,000	A supplemental appropriation is needed to cover greater than budgeted expenses in facility repairs and renovations. There are sufficient resources in the fund to cover the additional expenses.

INTERNAL SERVICE FUNDS – Increased Authorizations

These additional allocations cover expenditures which exceeded budget. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance of each individual fund.*

Fleet Management	785,000	A supplemental appropriation is needed to cover greater than budgeted expenses in repair and maintenance materials equipment and fuel. There are sufficient resources in the fund to cover the additional expenses.
Commercial Insurance	9,307,841	A supplemental appropriation is needed to transfer insurance proceeds received during FY26 to the Disaster Short Term Financing 2024 Fund (2040) to repay the note.
Billing and Collections	13,000	A supplemental appropriation is needed to cover greater than budgeted expenses in credit card settlement charges. There are sufficient resources in the fund to cover the additional expenses.

Ordinance Section 2

CAPITAL IMPROVEMENT FUNDS – Supplemental Appropriations, Transfers, and Rescissions

These appropriations cover CIP project expenditures which exceeded budget. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance of each individual fund.*

Housing Capital Improvements – Transfer to Parking Revenue Fund	55,134.50	Transfer	A supplemental appropriation is needed to transfer unspent funds from the Housing Capital Improvement Fund (3000) to the Parking Revenue Fund (1021) resulting from the closeout of the St. Pete College Acquisition Project.
General Capital Improvement – Transfer to General Fund	2,079.17	Transfer	A supplemental appropriation is needed to transfer funds from the General Capital Improvement Fund (3001) to the General Fund (0001) to repay the General Fund for project related professional services.
General Capital Improvement – Transfer to Assessments Revenue Fund	177,000	Transfer	A supplemental appropriation is needed to transfer unspent funds from the General Capital Improvement Fund (3001) to the Assessments Revenue Fund (1108) resulting from the closeout of the Magnolia Heights SA Project.
General Capital Improvement – Transfer to South St. Petersburg Redevelopment District Fund	400,853.59	Transfer	A supplemental appropriation is needed to transfer unspent funds from the General Capital Improvement Fund (3001) to the South St. Petersburg Redevelopment District (1104) resulting from the closeout of the Business Workforce Development Project (15381), Housing and Neighborhood Project (15382), and Education Job Readiness Project (16067) ($391,086.36) and interest earnings as of 30-SEP-2025 on TIF 1104 funds appropriated in the General Capital Improvement Fund ($9,767.23).

General Capital Improvement – Transfer to Downtown Redevelopment District Fund	928.47	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2025 on TIF 1105 funds appropriated in the General Capital Improvement Fund (3001) to the Downtown Redevelopment District (1105).
General Capital Improvement – Transfer to Intown West Tax Increment District Fund	2,073.30	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2025 on TIF 1107 funds appropriated in the General Capital Improvement Fund (3001) to the Intown West Tax Increment District (1107).
General Capital Improvement – Transfer to JP Morgan Chase Revenue Notes Fund	21,404.26	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2025 on the Series 2020 Note funds appropriated in the General Capital Improvement Fund (3001) to the JP Morgan Chase Revenue Notes Fund (2010).
General Capital Improvement – Transfer to Disaster Short Term Financing 2024 Fund	411,751.17	Transfer	A supplemental appropriation is needed to transfer unspent funds from the General Capital Improvement Fund (3001) to the Disaster Short Term Financing Fund (2040) resulting from the closeouts of the Lake Vista Recreation Center - Milton Project (20951) and P&R Administration Building - Milton Project (21019) ($162,319.94) and to transfer interest earnings from the General Capital Improvement Fund to the Disaster Short Term Financing 2024 Fund (2040) ($249,431.23).
General Capital Improvement – Transfer to Disaster Short Term Financing 2025 Fund	251,136	Transfer	A supplemental appropriation is needed to transfer interest earnings from the General Capital Improvement Fund (3001) to the Disaster Short Term Financing 2025 Fund (2041).
General Capital Improvement – Transfer to Technology and Infrastructure Fund	371,961.80	Transfer	A supplemental appropriation is needed to transfer unspent funds from the General Capital Improvement Fund (3001) to the Technology and Infrastructure Fund (5019) resulting from the closeout of the ASM CMMS Upgrade FY17 Project (15782).
General Capital Improvement – Transfer to Commercial Insurance Fund	1,000	Transfer	A supplemental appropriation is needed to transfer unspent funds from the General Capital Improvement Fund (3001) to the Commercial Insurance Fund (5127) resulting from the closeout of the Parks & Recreation Pool Slides - Milton Project (21093).

Tax Increment Financing Capital Improvement – Transfer to General Fund	6,676.28	Transfer	A supplemental appropriation is needed to transfer funds from the Tax Increment Financing Capital Improvement Fund (3005) to the General Fund (0001) to repay the General Fund for project related professional services.
Tax Increment Financing Capital Improvement – Transfer to South St. Petersburg Redevelopment District Fund	362,488.05	Transfer	A supplemental appropriation is needed to transfer unspent funds from the Tax Increment Financing Capital Improvement Fund (3005) to the South St. Petersburg Redevelopment District Fund (1104) resulting from the closeout of the Enoch Davis Fam Site Prep Project (17102) ($437.05) and interest earnings as of 30-SEP-2025 on TIF 1104 funds appropriated in the Tax Increment Financing Improvement Fund (3005) ($362,051).
Tax Increment Financing Capital Improvement – Downtown Redevelopment District Fund	17,717	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2025 on TIF 1105 funds appropriated in the Tax Increment Financing Capital Improvement Fund (3005) to the Downtown Redevelopment District (1105) Fund.
Tax Increment Financing Capital Improvement – Transfer to Bayboro Harbor Tax Increment District Fund	1,035	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2025 on TIF 1106 funds appropriated in the Tax Increment Financing Capital Improvement Fund (3005) to the Bayboro Harbor Tax Increment District (1106) Fund.
Tax Increment Financing Capital Improvement – Transfer to Intown West Tax Increment District Fund	201,814	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2025 on TIF 1107 funds appropriated in the Tax Increment Financing Capital Improvement Fund (3005) to the Intown West Tax Increment District Fund (1107) Fund.
City Facilities Capital Improvement	(21,503)	Infrastructure TBD FY26	A rescission of an unencumbered appropriation from the Infrastructure TBD FY26 Project (21270) is needed for the Parks and Recreation Fencing Repairs - Milton Project (21021) for Huggins Field Fencing.
City Facilities Capital Improvement	21,503	Fencing Repairs - Milton	A supplemental appropriation is needed for the Parks and Recreation Fencing Repairs - Milton Project (21021) for Huggins Field Fencing.

Downtown Parking Capital Improvement – Transfer to Parking Revenue Fund	747,712.71	Transfer	A supplemental appropriation is needed to transfer unspent funds from the Downtown Parking Capital Improvement Fund (3073) to the Parking Revenue Fund (1021) resulting from the closeouts of the I-375 Surface Parking Project, New Meter Technology FY23 Project, New Meters Downtown FY23 Project, and Al Lang Resurfacing/Restriping Project.
Water Resources Capital Projects – Transfer to Water Resources Debt Fund	662,256.25	Transfer	A supplemental appropriation is needed to transfer the FY25 Water Closet Fees (Impact Fees) ($186,120.25), FY24 interest earning on the Series 2018 debt ($402,391), and FY26 interest earnings on the Series 2019A debt ($73,745) from the Water Resources Capital Projects Fund (4003) to the Water Resources Debt Fund (4002).
Water Resources Capital Projects	5,000	DIS New Main Extensions FY25	A supplemental appropriation is needed due to increased customer funding for potable water new services. There was a proportionate increase in revenue that covered the increased costs.
Water Resources Capital Projects	109,500	DIS Taps Meter Backflows FY25	A supplemental appropriation is needed due to increased customer funding for potable water service taps, meters and backflows. There was a proportionate increase in revenue that covered the increased costs.
Water Resources Capital Projects	175,000	DIS New Main Extensions FY26	A supplemental appropriation is needed due to increased customer funding for potable water new services. There was a proportionate increase in revenue that covered the increased costs.
Water Resources Capital Projects	35,000	REC Taps & Backflows FY26	A supplemental appropriation is needed due to increased customer funding for reclaimed water service taps, meters and backflows. There was a proportionate increase in revenue that covered the increased costs.
Water Resources Capital Projects	150,000	SAN New Service Connections FY26	A supplemental appropriation is needed due to increased customer funding for wastewater new connections. There was a proportionate increase in revenue that covered the increased costs.

Sanitation Capital Projects – Transfer to Sanitation Debt Service Fund	478,572.86	Transfer	A supplemental appropriation is needed to transfer a portion of the interest earnings on the Series 2022 debt ($204,411) and unspent funds resulting from the closeouts of the New Sanitation Facility Project (17971), Yard Camera System Project (20508), Fleet Lift Sanitation Shop (21297), and Yard Fencing Project (21298) ($274,161.86) from the Sanitation Capital Projects Fund (4024) to the Sanitation Debt Service Fund (4022).

Ordinance Section 3

Ordinance 619-H will be amended by incorporating into said ordinance all appropriations and adjustments to the operating and capital improvement budgets pertaining to the fiscal year ending September 30, 2026, made by previous resolution, and all supplemental appropriations and adjustments contained in the attached Ordinance, which pertain to the Fiscal Year ending September 30, 2026. Ordinance Number 619-H, once amended by the attached Ordinance, will be the final budget for the Fiscal Year ending September 30, 2026.

PART II: COMMITMENTS AND ASSIGNMENTS OF FUND BALANCES FOR FY26 YEAR END

Ordinance Section 4

Each year City Council has committed a portion of the General Fund balance for specific purposes. Administration recommends the commitment and assignments of the following amounts totaling $9,837,366 within the General Fund balance as of September 30, 2026. These commitments include amounts requested for re-appropriation during FY27.

OPERATING RE-APPROPRIATIONS **$5,820,213**
This commitment provides for funds to be rolled over for contracts, grants, or purchase orders issued in FY26 for which the corresponding purchases could not be completed due to timing or other issues.

LAND SALE PROCEEDS **$65,866**
This commitment 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 Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by City Council on February 21, 2002.

QUALIFIED TARGET INDUSTRY (QTI) TAX REFUND PROGRAM **$13,000**
This commitment was established to provide the City's share for the QTI program during FY 2023, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

LOCAL AGENCY PROGRAM (LAP) **$1,163,381**
This commitment was established to provide the City's share over the next 75 years for maintenance of city roads, bridges, and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

COURTESY DOCKS AND SLIPS **$150,000**
This commitment 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 **$2,624,906**
This commitment 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.

PART III: FY27 CHANGES TO GENERAL FUND, ENTERPRISE FUNDS, SPECIAL REVENUE FUNDS, INTERNAL SERVICE FUNDS, CIP FUND BUDGETS & TRANSFERS FOR ART IN PUBLIC PLACES

Ordinance Section 5

RE-APPROPRIATION OF FY26 ENCUMBRANCES

These encumbrances are funded with FY26 revenue or fund balance from each respective fund. All of these amounts were previously appropriated in FY26 and have legal commitments for expenditure that will occur in FY27. These expenditures will have no additional impact on the respective fund balance and include the unspent portion of existing contracts. Actual encumbrances may be more or less after all FY26 financial transactions are posted. The amounts listed below for the General Fund are accounted for in the FY26 expenditure estimate of $437.3885M.

General Fund	
Police	$665,806
Fire Rescue	31,796
City Development Administration	367,981
Community Enrichment Administration	685,557
General Government Administration	1,860,045
Housing and Neighborhood Services Administration	121,229
Public Works Administration	2,087,799
Total General Fund	$5,820,213
All Other Funds	
Emergency Medical Services	4,036
American Rescue Plan Act	534,636
Local Housing Assistance	10,000
Parking Revenue	77,168
Opioid Settlement Proceeds	134,211
South St. Petersburg Redevelopment District	2,017,815
Community Development Block Grant (CDBG)	653,121
Emergency Solutions Grant	530,576
HOME Program	26,063
HOME - ARPA	141,761
CDBG-DR	55,443,818
Building Permit Special Revenue	1,001,429
Mahaffey Theater Operating	53,946
Pier Operating	315,532
Coliseum Operating	12,627
Sunken Gardens Operating	4,335
Tropicana Field	4,176
Local Law Enforcement State Trust	32,670
Federal Justice Forfeiture	56,799
Police Grant	5
Federal Operating Grant	205,010
Water Resources	3,580,687
Water Resources Debt	2,500
Water Equipment Replacement	760,232
Stormwater Utility Operating	177,442
Stormwater Equipment Replacement	417,140
Sanitation Operating	1,992,818
Sanitation Equipment Replacement	719,285

Airport Operating	9,512
Marina Operating	58,545
Golf Course Operating	20,915
Jamestown Complex	4,031
Manhattan Casino	6,265
Port Operating	11,261
Fleet Management	129,227
Equipment Replacement	5,097,736
Municipal Office Buildings	65,340
Technology Services	851,509
Technology and Infrastructure	991,477
Supply Management	5,949
Commercial Insurance	200
Billing and Collections	1,356,884

Ordinance Section 6

GENERAL FUND IMPACT

The total gross impact to the General Fund by the adjustments in Section 6 is an increase in expenditure of $8.637 million which includes all remaining BP related expenditures in the amount of $1.182M. Additionally, $3.718 million of these expenditures are supported by grant revenue and there is a revenue decrease of $973K. The estimated net impact to the General Fund is a reduction of $5.891 million in fund balance.

When combined with the increase in fund balance estimated at the end of FY26 ($1.654M), after all the actions are taken in the attached Ordinance, an estimated $4.238 million of General Fund balance will be used. Again, any additional budget actions taken during the year would change this estimate.

General Fund Balance					
FY26 Beginning	FY26 Entries	Estimated FY26 Ending	FY27 Entries	Estimated FY27 Ending	Difference
$81,918,638	$1,653,807	$83,572,445	($5,891,369)	$77,681,076	($4,237,562)

SUPPLEMENTAL APPROPRIATIONS, TRANSFERS, AND RESCISSIONS

All supplemental appropriations are funded with fund balance from each respective fund or from additional revenues. Some of these amounts were previously appropriated in FY26 and have legal commitments for expenditures that will occur in FY27.

GENERAL FUND – FY27 Supplemental Appropriation

Budget	473,000	A supplemental appropriation is needed to increase the FY27 General Fund subsidy to the Mahaffey Theater Operating Fund due to the City taking over management of the theater for a portion of the fiscal year.
City Clerk	69,391	A supplemental appropriation is needed to roll over funds for 2026 City of St. Petersburg elections costs.
City Council	125,000	A supplemental appropriation is needed to roll over funds for the management evaluation of the Billing and Collections Department approved in FY26.
Finance	57,000	A supplemental appropriation is needed to roll over funds to continue the Cost Allocation Plan Study in FY27.

Legal	100,000	A supplemental appropriation is needed to roll over funds for litigation expenses, outside counsel, and retirement payouts.
Mayor's Office	549,626	A supplemental appropriation is needed to roll over funds for Youth Development Programs ($309,626), the Boy's and Girl's Club – Prosperity Pathways Program ($180,000), and consultant – lobbying contracts ($60,000).
Total General Government Administration	**1,374,017.00**	**Total on Ordinance**
Building	2,873,114.98	A supplemental appropriation is needed to roll over grant funds for the FEMA Flood Grant Program.
City Development	174,076	A supplemental appropriation is needed to roll over funds for sports consulting ($40,000), Placer AI license ($50,683), arts tourism ($27,128), and community cultural events support ($56,265).
Economic and Workforce Development	1,013,085	A supplemental appropriation is needed to roll over funds for the Community Impact Grants ($300,000), the MLK Day Parade and Band ($152,103), Microfund Program/Storefront Conservation/Commercial Revitalization ($250,000), Business Corridor Support Program ($52,500), Grow Smarter Eco Dev and Workforce Initiative/Teak Job Creation Incentive ($100,000), Citywide Workforce Development Programming ($139,000), and the Foundation for a Healthy St. Petersburg Rapid Roof Replacement Program ($19,482).
Enterprise Facilities	36,880	A supplemental appropriation is needed to roll over funds for repairs at the Woodson African American Museum of Florida ($24,436) and to correct an interfund reimbursement for the Enterprise Facilities Department ($12,444).
Planning	75,000	A supplemental appropriation is needed to roll over grant funds for the Department of Interior Deuces Neighborhood Survey Grant.
Total City Development Administration	**4,172,155.98**	**Total on Ordinance**
Housing and Community Development	337,086	A supplemental appropriation is needed to roll over funds for the Continuum of Care Initiatives ($27,069), the Childhood Homelessness Project ($236,372), grant management software ($23,645), and consulting for loan management support ($50,000).
Neighborhood Relations	101,800	A supplemental appropriation is needed to roll over funds for the Neighborhood Partnership Grant Program ($101,800).
Codes Compliance	442,783	A supplemental appropriation is needed to roll over funds for legal, other specialized services, printing and binding, training, training fees, other office supplies, equipment, small tools, uniforms, memberships, and land.
Total Housing and Neighborhood Services Administration	**881,669**	**Total on Ordinance**

Public Works	1,705,912.62	A supplemental appropriation is needed to roll over funds for ISAP Implementation ($253,088.72), the USDA GreenCycle Composing Grant ($13,155.30), Tree Funds and Shade Tree Canopy Construction Projects ($100,000), GIS mapping and maintenance support for the Office of Sustainability and Resilience ($35,000), and Asset Management Office consulting funds ($115,000). A supplemental appropriation is also needed to roll over funds for the new BP projects: Seagrass Mitigation Bank ($44,534.10), Tree Canopy Analysis and Mapping ($28,850), Expanded Food Forest Pilot ($150,000), EV Infrastructure ($377,691), and Local Non-Profit/CBO Support ($45,467.08) and the original BP project, Energy Analysis Retrofits Program ($543,126.42).
Stormwater, Pavement and Traffic Operations	59,600	A supplemental appropriation is needed for derelict boat removal expenditures including pulling the boats out of the water, breaking them down, transporting them to the incinerator, and paying the tipping fees at the dump site ($21,600), and to move the derelict boat removal budget from the Police Department to the Stormwater, Pavement and Traffic Operations Department ($38,000).
Total Public Works Administration	**1,765,512.62**	**Total on Ordinance**
Police	(345,192.40)	Rescissions are needed to update the budget for outside security and traffic police services at Tropicana Field to match the new payroll methodology ($814,395) and to move the derelict boat removal expenditure budget from the Police Department to the Stormwater, Pavement and Traffic Operations Department ($38,000). These rescissions are partially offset by supplemental appropriations needed to roll over funds for the CALL Program ($163,000) and grant funds for the BJA FY23 Crime Gun Intelligence Center Initiative Grant ($63,121.50), the TJX LE Grant ($4,831.10), and the Police Safer Outcomes Grant ($276,250).
Total Police	**(345,192.40)**	**Total on Ordinance**
Parks and Recreation	339,341.37	A supplemental appropriation is needed to roll over funds for the Healthy Neighborhood Store Program ($122,500) and grant funds for the Early Learning Coalition grant ($129,608.96) and Healthy St. Pete grants provided by the Foundation for a Healthy St Pete ($85,184.26) and AARP ($2,048.15).
Library	449,232.50	A supplemental appropriation is needed to roll over funds for remote holds pickup lockers ($59,758), repair and renovation projects at the Childs Park and South Community libraries ($22,300), library collections ($229,674.50) and reference materials ($137,500).
Total Community Enrichment Administration	**788,573.87**	**Total on Ordinance**

OTHER OPERATING FUNDS – FY27 Supplemental Appropriations, Transfers, and Rescissions

Affordable Housing	550,091	A supplemental appropriation is needed to roll over funds for the Employee Housing Rental Assistance Program ($275,532) and the Residential Rehabilitation Rebates Program ($274,559).
American Rescue Plan Act	779,504.27	A supplemental appropriation is needed to roll over unspent ARPA funding for Impact Monitoring ($12,340.84), Coordinated Social Services ($534,636.28), Multi-family Affordable Housing Developments ($225,000), and Housing Administration ($7,527.15).
Local Housing Assistance	4,717,841.59	A supplemental appropriation is needed to roll over unspent SHIP grant funds ($3,957,189) and appropriate ($760,652.59) in fund balance.
Parking Revenue	298,400	A supplemental appropriation is needed to roll over funds for parking study consulting services ($200,000) and a temporary floating dock for the ferry ($98,400).
Opioid Settlement Proceeds	157,788.45	A supplemental appropriation is needed to roll over the remaining funds for the Opioid Support Grants.
South St. Petersburg Redevelopment	36,334,102.94	A supplemental appropriation is needed to roll over funds for various South St. Petersburg CRA programs: Housing and Neighborhood Revitalization ($18,009,282.58), Workforce, Education and Job Readiness ($1,277,184.11), Business and Commercial Development ($14,058,352.78), and Operations, Evaluation and Marketing ($2,989,283.47).
Community Development Block Grant (CDBG)	2,783,524.68	A supplemental appropriation is needed to roll over unspent CDBG grant funds ($2,746,148) and appropriate ($37,376.68) in fund balance.
Emergency Solutions Grant	2,427,162.36	A supplemental appropriation is needed to roll over unspent Emergency Solutions Grant funds and Rapid Unsheltered Survivor Housing.
HOME Program	4,531,325.06	A supplemental appropriation is needed to roll over unspent HOME grant funds ($4,070,577) and appropriate ($460,748.06) in fund balance.
HOME-ARPA	2,413,824.55	A supplemental appropriation is needed to roll over HOME-ARPA grant funds.
CDBG-DR	98,247,240.47	A supplemental appropriation is needed to roll over $98,247,240.47 in unspent CDBG-DR funding for housing, public infrastructure, public service and planning programs, and grant administration costs, consistent with the City's approved CDBG-DR Action Plan.
Building Permit Special Revenue	201,732	A supplemental appropriation is needed to roll over funding for the Tyler System Upgrade/NaviLine Replacement Project.
Mahaffey Theater Operating	1,653,000	A supplemental appropriation is needed to fund additional FY27 expenses at the Mahaffey Theater due to the City taking over management for a portion of the fiscal year.
Pier Operating	100,000	A supplemental appropriation is needed to roll over funding for the Pier Playground Repairs.

Sunken Gardens Operating	65,000	A supplemental appropriation is needed for small equipment ($30,000) and chemical and agricultural expenses ($35,000).
Federal Justice Forfeiture	20,000	A supplemental appropriation is needed to roll over funds for Law Enforcement Recruitment.
Federal Treasury Forfeiture	27,972	A supplemental appropriation is needed to roll over funds for training and education.
Federal Operating Grant	1,466,479.61	A supplemental appropriation is needed to roll over unspent grant funds.
Art in Public Places	263,000	A supplemental appropriation is needed to roll over funds for the Courageous 12 Monument.
Disaster Short Term Financing 2025	2,740,938	A supplemental appropriation is needed to roll over line of credit funding for various storm related projects. Funds will be transferred when draw downs are made on the line of credit in FY27.
Water Resources	1,007,268.37	A supplemental appropriation is needed to roll over funding for gaps between what equipment and vehicles due for replacement in FY27 have paid in for replacement versus actual replacement costs ($993,000) and the remaining grant funds for the Sensible Sprinkling Program ($14,268.37).
Sanitation Operating	1,391,094	For the Codes Department, a supplemental appropriation is needed to roll over funds for engineering, facility repairs, other office supplies, legal, advertising, demolition, securing structures, training, postage, small tools, uniforms, and memberships ($934,094). For the Sanitation Department, a supplemental appropriation is needed to roll over funds to reconfigure ground swells around the parking lots at the Sanitation facility ($150,000), replace brush site sheds at 2500 26th Ave S ($50,000), the CNG Refueling Assessment Project ($157,000), and unforeseen building maintenance ($100,000).
Port Operating	2,625	A supplemental appropriation is needed to transfer $2,625 from the Port Operating Fund (4091) to the Port Capital Projects Fund (4093) to reimburse a charge to the Port Master Plan FY24 project.
Municipal Office Buildings	(300,000)	A rescission is needed to reduce the transfer to the General Capital Improvement Fund from the Municipal Office Buildings Fund for the MOB Repairs and Improvements Project (21824) due to a reduction in MSC rental revenue.
Technology Services	1,642,442	A supplemental appropriation is needed to roll over funds for server refreshes ($688,000), equipment maintenance costs ($475,000), Microsoft and Adobe licenses ($110,000), anticipated maintenance cost increases ($100,000), delayed software and equipment purchases ($263,442), and laptops ($6,000).
Technology and Infrastructure	574,728	A supplemental appropriation is needed to roll over funds for deferred software costs ($50,000) and delayed laptop and server equipment purchases ($295,440). A supplemental appropriation is needed to transfer additional funding for the CRAC Unit Replacement Project ($229,288) to the General Capital Improvement Fund (3001).

CAPITAL IMPROVEMENT FUNDS – FY27 Supplemental Appropriations, Transfers, and Rescissions

General Capital Improvement	229,288	CRAC Replacement	A supplemental appropriation is needed for the CRAC Unit Replacement Project (21580) to address the updated estimate and to provide sufficient contingency for unforeseen conditions and cost increases during construction. Funds are available due to a transfer from the Technology and Infrastructure Fund (5019).
General Capital Improvement	219,573.89	Complete Streets FY27	A supplemental appropriation is needed for the Complete Streets FY27 Project (21816). Funds are available from unused funds from the FY26 project closeouts of the Scooter Share Program Project (17922) in the General Capital Improvement Fund ($36,637.62) and revenue from the Scooter Share Program that was transferred from the General Fund ($182,936.27).
General Capital Improvement	81,215.60	Sidewalks – Neighborhood & ADA Ramps FY27	A supplemental appropriation is needed for the Sidewalks Neigh & ADA Ramp FY27 Project (21815). Funds are available from developer contributions for Sidewalk-in-Lieu Fees to be used for sidewalk design/construction that were transferred from the General Fund (0001).
General Capital Improvement	(300,000)	MOB Repairs and Improvements FY27	A rescission is needed for the MOB Repairs and Improvements FY27 Project (21824) due to a reduction in the transfer from the Municipal Office Buildings Fund due to a reduction in MSC rental revenue.
Citywide Infrastructure Capital Improvement	395,694.14	Sidewalk Expansion FY27	A supplemental appropriation is needed for the Sidewalk Expansion Project (21813). Funds are available from unused funds from the FY26 project closeouts of the Sidewalk Expansion FY17 Project (15636), Sidewalk Expansion FY18 Project (16196), Sidewalk Expansion FY19 Project (16704), and Sidewalk Expansion FY20 Project (17252) in the Citywide Infrastructure Capital Improvement Fund.
Citywide Infrastructure Capital Improvement	39,622.50	Sidewalks - Neighborhood & ADA Ramps FY27	A supplemental appropriation is needed for the Sidewalks - Neighborhood & ADA Ramps FY27 (21815). Funds are available from unused funds from the FY26 project closeout of the Sidewalks-Neighborhood and ADA Ramps FY17 Project (15639) in the Citywide Infrastructure Capital Improvement Fund.
Citywide Infrastructure Capital Improvement	208,503.80	Complete Streets FY27	A supplemental appropriation is needed for the Complete Streets Project FY27 (21816). Funds are available from unused funds from the FY26 project closeouts of the One-Way to Two-Way Conversions Project (13281) and the Transit Shelter Expansion FY22 Project (18626) in the Citywide Infrastructure Capital Improvement Fund.

Citywide Infrastructure Capital Improvements – Transfer to City Facilities Capital Improvement	85,248	Transfer	A supplemental appropriation is needed to transfer additional funding for the Jordan Park HVAC Project (19672) to the City Facilities Capital Improvement Fund (3031).
City Facilities Capital Improvement	85,248	Jordan Park HVAC Project	A supplemental appropriation is needed for the Jordan Park HVAC Project (19672) to provide sufficient contingency for unforeseen conditions and cost increases during construction. Funds are available from the transfer from the Citywide Infrastructure Capital Improvement Fund to the City Facilities Capital Improvement Fund.
Multimodal Impact Fees Capital Improvement	116,649.39	Sidewalk Expansion FY27	A supplemental appropriation is needed for the Sidewalk Expansion Project (21813). Funds are available from unused funds from the FY26 project closeouts of Sidewalk FY17 Project (15648), Sidewalk Expansion FY19 Project (16704), Sidewalk Expansion FY20 Project (17252), and Sidewalk Expansion FY21 Project (17996) in the Multimodal Impact Fees Capital Improvement Fund.
Port Capital Improvement	2,625	Port Master Plan FY24	A supplemental appropriation is needed in the amount of $2,625 to the Port Master Plan FY24 Project (19813). Funds are available due to a transfer from the Port Operating Fund (4091).

Ordinance Section 7

TRANSFERS TO THE ART IN PUBLIC PLACES FUND

For public works projects with construction costs between $100,000 and $2,500,000, two percent (2%) is set aside for the acquisition of works of art. For public works with construction costs between $2,500,001 and $10,000,000, one percent (1%) is set aside for the acquisition of works of art. For public works projects with construction costs exceeding $10,000,001, three-quarters of one percent (0.75%) is set aside for the acquisition of works of art. It is capped at $500,000 for any single project. Based on FY26 transactions, there are no transfers to the Art in Public Places Fund required.

Ordinance Section 8

General Capital Improvement	Name Change	Jungle Prada Pier Demolition - Milton Project	A name change is needed to change the Jungle Prada Pier Demolition - Milton Project (21189) to the Jungle Prada Pier Demolition - Helene Project.

ORDINANCE NO. 653-H

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2026 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2027 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: The following appropriation transfers and supplemental appropriations to the City of St. Petersburg operating budget for the Fiscal Year ending September 30, 2026, are approved from the fund balance of each respective operating fund listed below:

Supplemental Appropriations:	
General Fund – Fire Rescue	$3,413,000.00
General Fund – General Government	6,583,019.87
Emergency Medical Services	1,060,000.00
Neighborhood Stabilization Program	762.09
Mahaffey Theater Operating	657,000.00
Local Law Enforcement State Trust	37,000.00
Police Grant	1,000.00
Disaster Short Term Financing 2024	18,060,391.72
Disaster Short Term Financing 2025	1,848,702.75
Water Resources Debt	967,967.12
Water Cost Stabilization	5,243,000.00
Stormwater Utility Operating	869,000.00
Stormwater Debt Service	70,297.10
Airport Operating	8,000.00
Jamestown Operating	2,000.00
Fleet Management	785,000.00
Commercial Insurance	9,307,841.00
Billing and Collections	13,000.00

Section 2: The following appropriation transfers, recissions, and supplemental appropriations to the City of St. Petersburg capital improvement program (CIP) budget for the Fiscal Year ending September 30, 2026, are approved from the fund balance of each respective CIP fund listed below:

Housing Capital Improvements Fund	
Transfers	$55,134.50
General Capital Improvement Fund	
Transfers	$1,640,187.76
Tax Increment Financing Capital Improvement Fund	
Transfers	$589,730.33

City Facilities Capital Improvement Fund	
Infrastructure TBD FY26	($21,503.00)
Fencing Repairs – Milton	21,503.00
Downtown Parking Capital Improvement Fund	
Transfers	$747,712.71
Water Resources Capital Projects Fund	
Transfers	$662,256.25
DIS New Main Extensions FY25	5,000.00
DIS Taps, Meters, Backflows FY25	109,500.00
DIS New Main Extensions FY26	175,000.00
REC Taps & Backflows FY26	35,000.00
SAN New Service Connections FY26	150,000.00
Sanitation Capital Projects Fund	
Transfers	$478,572.86

Section 3: Ordinance 619-H is hereby amended by incorporating into said ordinance all appropriations and adjustments to the operating and capital improvement budgets pertaining to the Fiscal Year ending September 30, 2026, made by previous resolution, and all supplemental appropriations and adjustments contained in this Ordinance, which pertain to the Fiscal Year ending September 30, 2026. Ordinance Number 619-H, as amended as provided herein, shall constitute the final budget for the Fiscal Year ending September 30, 2026.

Section 4: The following amounts are established as Commitments and Assignments for future appropriation in the General Fund balance. Commitments can be changed by a resolution of City Council.

Operating Re-appropriations	$5,820,213
Land Sale Proceeds	65,866
Qualified Target Industry (QTI) Tax Refund Program	13,000
Local Agency Program (LAP)	1,163,381
Courtesy Docks and Slips	150,000
Seagrass Mitigation Bank	2,624,906

Section 5: The following amounts encumbered during Fiscal Year 2026 are re-appropriated in the Fiscal Year budget ending September 30, 2027 from the fund balance of each respective fund listed below:

General Operating Fund:	
Police	$665,806
Fire Rescue	31,796
City Development Administration	367,981
Community Enrichment Administration	685,557
General Government Administration	1,860,045
Housing and Neighborhood Services Administration	121,229
Public Works Administration	2,087,799

Emergency Medical Services	4,036
American Rescue Plan Act	534,636
Local Housing Assistance	10,000
Parking Revenue	77,168
Opioid Settlement Proceeds	134,211
South St. Petersburg Redevelopment	2,017,815
Community Development Block Grant (CDBG)	653,121
Emergency Solutions Grant	530,576
HOME Program	26,063
HOME - ARPA	141,761
CDBG-DR	55,443,818
Building Permit Special Revenue	1,001,429
Mahaffey Theater Operating	53,946
Pier Operating	315,532
Coliseum Operating	12,627
Sunken Gardens Operating	4,335
Tropicana Field	4,176
Local Law Enforcement State Trust	32,670
Federal Justice Forfeiture	56,799
Police Grant	5
Federal Operating Grant	205,010
Water Resources	3,580,687
Water Resources Debt	2,500
Water Equipment Replacement	760,232
Stormwater Utility Operating	177,442
Stormwater Equipment Replacement	417,140
Sanitation Operating	1,992,818
Sanitation Equipment Replacement	719,285
Airport Operating	9,512
Marina Operating	58,545
Golf Course Operating	20,915
Jamestown Complex	4,031
Manhattan Casino	6,265
Port Operating	11,261
Fleet Management	129,227
Equipment Replacement	5,097,736
Municipal Office Buildings	65,340
Technology Services	851,509
Technology and Infrastructure	991,477
Supply Management	5,949
Commercial Insurance	200
Billing and Collections	1,356,884

Section 6: The following transfers, recissions, and supplemental appropriations to the City of St. Petersburg budget for the Fiscal Year ending September 30, 2027, are approved from the fund balance of each respective fund listed below:

Transfers, Recissions and Supplemental Appropriations:	
General Fund	
General Government Administration	$1,374,017.00
City Development Administration	4,172,155.98
Housing and Neighborhood Services Administration	881,669.00
Public Works Administration	1,765,512.62
Police	(345,192.40)
Community Enrichment Administration	788,573.87
Affordable Housing	550,091.00
American Rescue Plan Act	779,504.27
Local Housing Assistance	4,717,841.59
Parking Revenue	298,400.00
Opioid Settlement Proceeds	157,788.45
South St. Petersburg Redevelopment	36,334,102.94
Community Development Block Grant (CDBG)	2,783,524.68
Emergency Solutions Grant	2,427,162.36
HOME Program	4,531,325.06
HOME-ARPA	2,413,824.55
CDBG-DR	98,247,240.47
Building Permit Special Revenue	201.732.00
Mahaffey Theater Operating	1,653,000.00
Pier Operating	100,000.00
Sunken Gardens Operating	65,000.00
Federal Justice Forfeiture	20,000.00
Federal Treasury Forfeiture	27,972.00
Federal Operating Grant	1,466,479.61
Art in Public Places	263,000.00
Disaster Short Term Financing 2025	2,740,938.00
Water Resources	1,007,268.37
Sanitation Operating	1,391,094.00
Port Operating	2,625.00
Municipal Office Buildings	($300,000.00)
Technology Services	1,642,442.00
Technology and Infrastructure	574,728.00
General Capital Improvement Fund	
CRAC Replacement	$229,288.00
Complete Streets FY27	219,573.89
MOB Repairs and Improvements FY27	(300,000.00)
Sidewalks – Neighborhood & ADA Ramps FY27	81,215.60
Citywide Infrastructure Capital Improvement Fund	
Complete Streets FY27	$208,503.80
Sidewalk Expansion FY27	395,694.14
Sidewalks - Neighborhood & ADA Ramps FY27	39,622.50

Transfers	85,248.00
City Facilities Capital Improvement Fund	
Jordan Park HVAC Project	$85,248.00
Multimodal Impact Fees Capital Improvement Fund	
Sidewalk Expansion FY27	$116,649.39
Port Capital Improvement Fund	
Port Master Plan FY24	$2,625.00

Section 7: There are no transfers needed to the Art in Public Places Fund based on projects meeting the Chapter 5 of the St. Petersburg City Code percent for the arts criteria.

Section 8: The name of Oracle Project Number 21189 in the General Capital Improvement Fund will change from Jungle Prada Pier Demolition - Milton Project to Jungle Prada Pier Demolition - Helene Project.

Section 9: All appropriations contained in this Ordinance regarding the budget for Fiscal Year ending September 30, 2027, may be amended in accordance with the City Code or as provided for in Ordinance No. 647-H.

Section 10: 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 11: In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL: DEPARTMENT:

Second Reading /Public Hearing 00931155

Fiscal Year 2026 Clean Up
Fiscal Year 2027 Amendments



FY26/27 Cleanup Ordinance Summary

General Fund Balance					
FY26 Beginning	FY26 Entries	Estimated FY26 Ending	FY27 Entries	Estimated FY27 Ending	Difference
$81,918,638	$1,653,807	$83,572,445	($5,891,369)	$77,681,076	($4,237,562)

FY26 General Fund Operating and BP Funds

FY26 Actual Plus Clean Up	General Fund Operating	BP Funds	Total General Fund
Beginning Fund Balance	**$80,576,278**	**$1,342,360**	**$81,918,638**
PLUS Revenue (Actual as of 11/4/26)	$432,942,842	$0	$432,942,842
(LESS) Expenditure (Actual as of 11/4/26)	($436,705,417)	($338,699)	($437,044,116)
(LESS) Expenditure (Additional Subsidies/Transfers)	($344,152)	$0	($344,152)
PLUS Prior Year Encumbrances (Estimated)	$5,920,997	$178,596	$6,099,593
Estimated Fund Balance	**$82,390,188**	**$1,182,257**	**$83,572,445**
Increase/Decrease in Fund Balance	**$1,813,910**	**($160,103)**	**$1,653,807**

FY26 General Fund and Group of Funds Target

	Est. Year End FY26
14.67% Core General Fund Target	$60.249 M
Estimated Balance of General Fund	$83.572 M
Amount over target	**$23.323 M**
20% General Fund Group Target	$82.418 M
Estimated Balance of Group	$132.619 M
Amount over target	**$50.201 M**

FY26 General Fund Supplemental Appropriations

The appropriation amounts listed below are required to cover expenditures that exceeded the FY26 budgeted amounts. The first two items are for budget authority only and thus **do not require the use of fund balance.** All items are included in the total expenditure estimate of $437.388 million. *(See page 3 of the back-up).*

FY26 General Fund Clean-Up	
Department	**Amount**
Fire Rescue	$3,413,000
Transfer to Short Term Financing 2024	$6,238,868
Transfer to General Capital Improvements Fund	$264,151.87
Manhattan Casino Subsidy	$80,000

FY26 Other Funds Supplemental Appropriations

The appropriation amounts listed below are required to cover expenses that exceeded the FY26 budgeted amounts. In some cases, revenue also exceeded the budget. The net impact of these changes will be covered by the fund balance of each fund. *(See Section 1, pages 3-4 of the back-up).*

Fiscal Year 2026			
Fund	**Amount**	**Fund**	**Amount**
Emergency Medical Services	$1,060,000	Water Resources Debt	$967,967.12
Neighborhood Stab. Program	$762.09	Water Cost Stabilization	$5,243,000
Mahaffey Theater Operating	$657,000	Stormwater Utility	$869,000
Local Law Enf. State Trust	$37,000	Stormwater Debt	$70,297.10
Police Grant	$1,000	Airport Operating	$8,000
Disaster Short Term 2024	$18,060,391.72	Jamestown Operating	$2,000
Disaster Short Term 2025	$1,848,702.75		

FY26 Internal Service Funds Increased Authority

The additional allocation amounts listed below are required to cover expenditures that exceeded the FY26 budgeted amounts. In some cases, revenue also exceeded the budget. The net impact of these changes will be covered by the fund balance of each fund. *(See Section 1, page 5 of the back-up).*

Fiscal Year 2026	
Fund	**Amount**
Fleet Management	$785,000
Commercial Insurance	$9,307,841
Billing and Collections	$13,000

FY26 CIP Fund Supplemental Appropriations

The appropriation amounts listed below cover CIP project expenditures that exceeded budget. In some cases, additional revenue exceeded budget. *(See Section 2, pages 5-9 of the back-up).*

Fiscal Year 2025	
Fund	**Amount**
Housing Capital Improvement (Parking Revenue Fund Transfer)	$55,134.50
General Capital Improvement (General Fund Transfer)	$2,079.17
General Capital Improvement (TIF Project Close Outs and Interest Transfers)	$403,855.36
General Capital Improvement (JP Morgan Chase Rev Notes Fund)	$21,404.26
General Capital Improvement (Assessments Revenue Fund Transfer)	$177,000.00
General Capital Improvement (Disaster Short Term Financing 2024 Transfer)	$411,751.17
General Capital Improvement (Disaster Short Term Financing 2025 Transfer)	$251,136.00
General Capital Improvement (Technology and Infrastructure Fund Transfer)	$371,961.80
General Capital Improvement (Commercial Insurance Fund Transfer)	$1,000.00

FY26 CIP Fund Supplemental Cont.

The appropriation amounts listed below cover CIP project expenditures that exceeded budget. In some cases, additional revenue exceeded budget. *(See Section 2, pages 5-9 of the back-up).*

Fiscal Year 2026	
Fund	**Amount**
Tax Increment Financing CIP (Interest Earnings Transfers)	$582,617.00
Tax Increment Financing CIP (Project Close Out Transfers)	$437.05
Tax Increment Financing CIP (General Fund Transfer)	$6,676.28
City Facilities CIP (Infrastructure TBD FY26)	($21,503)
City Facilities CIP (Fencing Repairs – Milton)	$21,503
Downtown Parking CIP (Parking Revenue Fund Transfer)	$747,712.71

FY26 CIP Fund Supplemental Cont.

The appropriation amounts listed below cover CIP project expenditures that exceeded budget. In some cases, additional revenue exceeded budget. *(See Section 2, pages 5-9 of the back-up).*

Fiscal Year 2026	
Fund	**Amount**
Water Resources CIP (Debt Transfer)	$662,256.25
Water Resources CIP (DIS New Main Extensions FY25)	$5,000
Water Resources CIP (DIS Taps Meters Backflows FY25)	$109,500
Water Resources CIP (DIS New Main Extensions FY26)	$175,000
Water Resources CIP (REC Taps & Backflows FY26)	$35,000
Water Resources CIP (SAN New Service Connections FY26)	$150,000
Sanitation Capital Projects (Sanitation Debt Service Fund Transfer)	$478,572.86

FY26 Year End Commitments & Assignments

The amounts below are recommendations for the Commitments and Assignments of the General Operating Fund, fund balance. *(See Section 4, pages 9-10 of the back-up).*

Commitments & Assignments	
Category	**Amount**
Operating Re-Appropriations (encumbrances)	$5,820,213
Land Sale Proceeds	$65,866
Qualified Target Industry (QTI) Tax Refund Program	$13,000
Local Agency Participation (LAP)	$1,163,381
Courtesy Docks and Slips (Grant)	$150,000
Seagrass Mitigation Bank	$2,624,906

FY26 Operating Re-appropriations of Encumbrances in FY27

- The full list is provided in Section 5, pages 10-11 of the back-up.
- A total of forty-three (43) funds report FY26 encumbrances that will roll over into FY27.
- These expenses were paid for with FY26 resources in each of the respective funds and have legal commitment for expenditure in FY27.
- The amount includes unspent portions of existing contracts.
- The General Fund has a total of $5.820 million in encumbrances to roll over
  - $177,617 in BP funds

FY27 General Fund Operating

FY27 Adopted Plus Clean Up	General Fund Operating	BP Funds	Total General Fund
Beginning Fund Balance (estimated)	**$82,390,188**	**$1,182,257**	**$83,572,445**
PLUS Revenue	$437,324,534	$0	$437,324,534
(LESS) Expenditure	($437,324,534)	$0	($437,324,534)
(LESS) FY26 Roll Over Appropriations to FY27	($7,104,244)	($1,182,257)	($8,286,501)
(LESS) FY27 Supplementals/Transfers	($1,202,630)	$0	($1,202,630)
PLUS FY27 Recissions	$852,395	$0	$852,395
(LESS) FY26 Encumbrances	($5,642,597)	($177,617)	($5,820,213)
PLUS FY26 Encumbrances	$5,642,597	$177,617	$5,820,213
LESS FY27 Revenue Changes	($973,052)	$0	($973,052)
PLUS Grant Resources	$3,718,419	$0	$3,718,419
Estimated Fund Balance	**$77,681,076**	**$0**	**$77,681,076**
Increase/Decrease in Fund Balance	**($4,709,113)**	**($1,182,257)**	**($5,891,369)**

Note: FY27 Supplemental Appropriations will reduce the General Fund by $5.891M if fully expended.

FY26/27 Cleanup Summary

General Fund Balance					
FY26 Beginning	FY26 Entries	Estimate FY26 Ending	FY27 Entries	Estimated FY27 Ending	Difference
$81,918,638	$1,653,807	$83,572,445	($5,891,369)	$77,681,076	($4,237,562)

FY27 General Fund Supplemental Appropriations

The estimated net impact to the General Fund is a reduction in fund balance of $7.446M after controlling for appropriations supported by grant revenue. *(See Section 6, pages 11 – 14 of the back-up).*

FY27 General Fund			
Department	**Amount**	**Department**	**Amount**
Budget	$473,000	Building	$2,873,114.98
City Clerk	$69,391	City Development	$174,076
City Council	$125,000	Economic & Workforce Dev	$1,013,085
Finance	$57,000	Enterprise Facilities	$36,880
Legal	$100,000	Planning & Dev Services	$75,000
Mayor's Office	$549,626	**City Development Total**	**$4,172,155.98**
General Government Total	**$1,374,017**	Housing and Community Dev.	$337,086
Parks and Recreation	$339,341.37	Neighborhood Relations	$101,800
Library	$449,232.50	Codes Compliance	$442,783
Comm. Enrichment Admin Total	**$788,573.87**	**Housing & Neigh Services Total**	**$881,669**
Public Works Administration	$1,705,912.62	Police	($345,192.40)
Stormwater, Pavement & Traffic	$59,600	**Public Safety Total**	**($345,192.40)**
Public Works Admin Total	**$1,765,512.62**	**TOTAL**	**$8,636,735.57**

Summary of Changes since First Reading

- Since First Reading, $1.255M in FY27 rollover/supplemental requests in the General Fund have been removed.
  - Legal – $157K
  - PWA – $286K
  - Neighborhood Relations – $13K
  - Library – $447K
  - EWD – $352K
- Along with the FY26 changes, these changes account for a reduction of $2.555M in use of fund balance from First Reading.

FY27 Supplemental Appropriations Other Funds

Fund (Grant Funding)	Amount
American Rescue Plan Act	$779,504.27
Local Housing Assistance	$4,717,841.59
Opioid Settlement	$157,788.45
CDBG	$2,783,524.68
ESG	$2,427,162.36
HOME	$4,531,325.06
HOME-ARPA	$2,413,824.55
CDBG-DR	$98,247,240.47
Federal Justice	$20,000.00
Federal Treasury	$27,972.00
Federal Operating Grant	$1,466,479.61
Water Resources	$14,268.37

Fund	Amount
Affordable Housing	$550,091.00
Parking Revenue	$298,400.00
South St. Pete Redevelopment District	$36,334,102.94
Building Permit Special Revenue	$201,732.00
Mahaffey Theater Operating	$1,653,000.00
Pier Operating	$100,000.00
Sunken Gardens Operating	$65,000.00
Art in Public Places	$263,000.00
Disaster Short Term Financing 2025	$2,740,938.00
Water Resources	$993,000.00
Sanitation Operating	$1,391,094.00
Port Operating	2,625.00
Municipal Office Buildings	($300,000.00)
Technology Services	$1,642,442.00
Technology and Infrastructure	$574,728

FY27 CIP Fund Supplemental Appropriations

The appropriation amount listed below for CIP projects is needed. *(See Section 6, pages 15-16 of the back-up).*

Fiscal Year 2027	
Fund	Amount
General Capital Improvement (CRAC Replacement)	$229,288.00
General Capital Improvement (Complete Streets)	$219,573.89
General Capital Improvement (Sidewalks – Neighborhood & ADA Ramps FY27)	$81,215.60
General Capital Improvement (MOB Repairs and Improvements)	($300,000.00)
Citywide Infrastructure Capital Improvements (Sidewalk Expansion FY27)	$395,694.14
Citywide Infrastructure Capital Imps (Sidewalks - Neighborhood & ADA Ramps FY27)	$39,622.50
Citywide Infrastructure Capital Improvements (Complete Streets)	$208,503.80
Citywide Infrastructure Capital Improvements (Transfer – City Facilities)	$85,248.00
City Facilities Capital Improvement (Jordan Park HVAC)	$85,248.00
Multimodal Impact Fees Capital Improvement (Sidewalk Expansion FY27)	$116,649.39
Port Capital Improvement (Port Master Plan FY24)	$2,625

FY27 Transfers to The Art in Public Places Fund

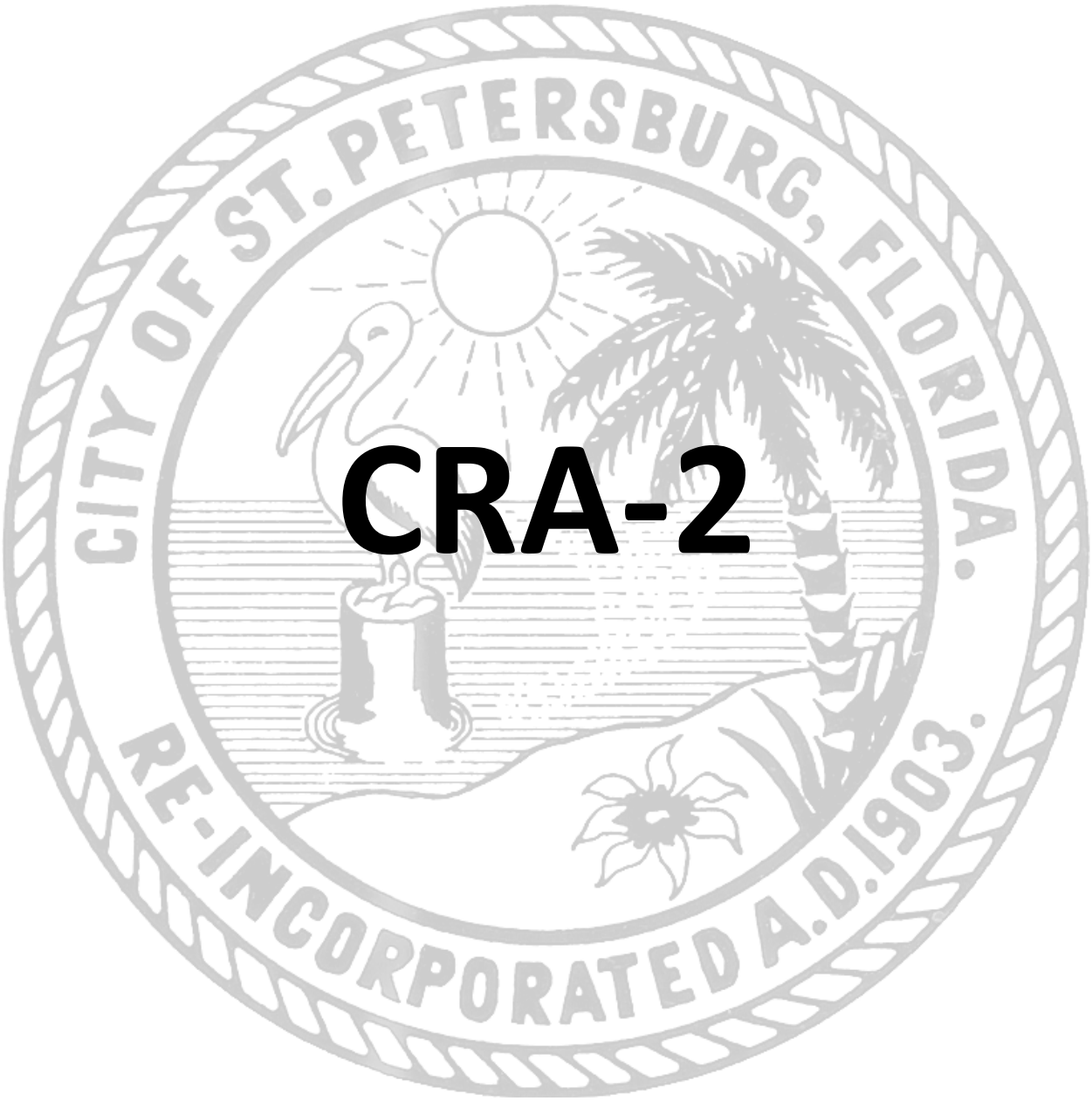
- Based on FY26 transactions, there are no transfers to the Art in Public Places Fund required.

FY27 CIP Fund Project Name Changes

The appropriation amount listed below for CIP projects is needed. *(See Section 6, page 17 of the back-up)*

Fiscal Year 2027		
Fund	Prior Name	New Name
General Capital Improvement	Jungle Prada Pier Demolition - Milton Project	Jungle Prada Pier Demolition - Helene Project

The following page(s) contain the backup material for Agenda Item: Hunter, Brady, Long Ease on 5th Funding Approval
Please scroll down to view the backup material.



CRA-2

SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY

Staff Memo

Meeting of November 19, 2026

SUBJECT: A resolution by the St. Petersburg Community Redevelopment Agency recommending that the city council of the city of St. Petersburg, Florida approves funding in an amount not to exceed $2,200,000 in previously appropriated Tax Increment Financing Funds from the South St. Petersburg Redevelopment District Fund to Hunter Brady Long for the construction of Ease on 5th located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; and providing an effective date.

PROJECT OVERVIEW: The applicant, Hunter Brady SPV II, LLC, plans to redevelop the site located at 3170 5th Ave. South, St.

The applicant proposes to construct a multi-family community consisting of 72 dwelling units, 45 of which will be restricted as affordable apartments for a period of thirty (30) years. The development will consist of 1 and 2-bedroom units. The proposed affordability provision of the apartments is as follows with a minimum 30-year affordability period:

- 10 units for households at 40% of area median income and below
- 10 units for households at 60% of area median income and below
- 25 units for households at 80% of area median income and below

The project will utilize Chapter 17.5 to develop a residential project on commercial zoned land and will restrict 63% of the total units as affordable housing.

PROJECT FUNDING: The total project cost is projected to be $14,038,255, making the per unit cost $194,976. At $2.2 million, the City of St Petersburg subsidy equals $30,556 per unit.

This request received a recommendation to approve from the South Side Community Redevelopment Area Citizen Advisory Committee on September 1, 2026.

CURRENT SITUATION: The developer, Hunter Brady SPV II, LLC, has secured all funding necessary to begin construction of the project and anticipates the following milestone dates:

- Financial Closing Date: on or prior to **March 30, 2027**, at which time the Borrower will execute a City Mortgage, City Note, and Declaration of Restrictions securing a thirty (30) year City Period of Affordability;
- Construction Start: On or prior to **March 30, 2027**;
- Construction Completion (certificate of occupancy) on or before **August 30, 2028**;
- Begin Lease Up of City Assisted Units on or before **February 5, 2028**.

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

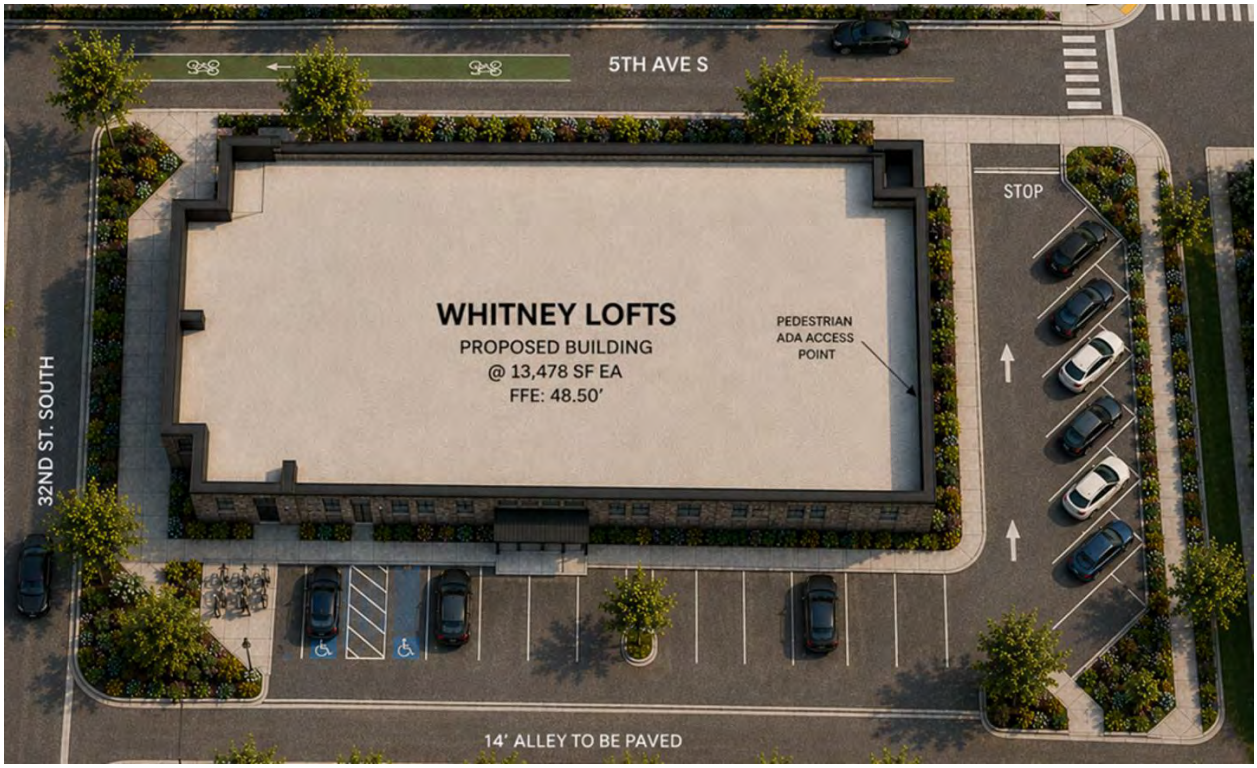
RECOMMENDATION: Administration requests that the South St. Petersburg Community Redevelopment Agency recommends that City Council approve this funding request.

APPROVALS:

Budget: Patricia Pena Administration:

ATTACHMENTS: Illustrations

ILLUSTRATIONS





RESOLUTION NO. 2026-_

A RESOLUTION BY THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVES FUNDING IN AN AMOUNT NOT TO EXCEED $2,200,000 IN PREVIOUSLY APPROPRIATED TAX INCREMENT FINANCING FUNDS FROM THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND TO HUNTER BRADY SPV II, LLC FOR THE CONSTRUCTION OF EASE ON 5TH, A MULTI-FAMILY HOUSING DEVELOPMENT LOCATED IN THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA, SUBJECT TO CERTAIN CONDITIONS; FINDING THE EXPENDITURE OF TAX INCREMENT FINANCING FUNDS TO BE CONSISTENT WITH THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Hunter Brady SPV II, LLC, a Florida limited liability company (the "Developer"), currently owns certain real property generally located at 3170 5th Avenue South, St. Petersburg, Florida 33712 and bearing Parcel ID. No. 23-31-16-76590-012-0080 (the "Property"), which is located within the SSCRA; and

WHEREAS, the Developer has requested funding assistance to construct a 71-unit multi-family apartment community on the Property known as "Ease on 5th", 45 of which will be restricted for a period of 30 years to households with the following incomes as defined by and in accordance with the Florida Housing Finance Corporation's (FHFC) State Housing Initiatives Partnership (SHIP) program ("AMI"):

a. 10 units for households at 40% of AMI or below
b. 10 units for households at 60% of AMI or below
c. 25 units for households at 80% of AMI or below;

(the "Project"); and

WHEREAS, City administration recommends funding in an amount not to exceed $2,200,000 in TIF Funds for the Project; and

WHEREAS, at a September 1, 2026, duly noticed public meeting, the Citizen Advisory Committee ("CAC") for the SSCRA recommended that the St. Petersburg Community Redevelopment Agency recommends approval of funding in amount not to exceed $2,200,000 for the Project and makes a finding that expenditure of TIF Funds for the Project is consistent with the SSCRA Plan; and

WHEREAS, City Council has previously appropriated $2,200,000 in TIF Funds from the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609), that can be used for this purpose; and

WHEREAS, the funding recommended by this resolution will be subject to certain conditions, as set forth in the performance agreement, including but not limited to provisions to ensure the affordability of the Project.

NOW, THEREFORE, BE IT RESOLVED that the St. Petersburg Community Redevelopment Agency recommends that the City Council of the City of St. Petersburg, Florida approves funding in an amount not to exceed $2,200,000 in previously appropriated TIF Funds from the SSCRA within the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609), to the Developer for the construction of the Project, subject to certain conditions, as further described in the above recitals.

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

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

Isabella Sabel
00927533

Avery Slyker

Hunter, Brady, Long

Ease on 5th (FKA Whitney Lofts)

3170 5th Avenue South



Project Description

- Developer will construct a mixed-income, seventy-one dwelling unit rental project at 3170 5th Avenue South. Units will be a mix of one and two bedrooms with 45 of the 71 units restricted to buyers with household income as follows for 30 years:
  - 10 units @ 40% Area Median Income (AMI) or less
  - 10 units @ 60% AMI or less
  - 25 units @ 80% AMI or less
- The remaining twenty-six units will rent at market rate.

Project Location




5TH AVE S
STOP
WHITNEY LOFTS
PROPOSED BUILDING
@ 13,478 SF EA
FFE: 48.50'
PEDESTRIAN
ADA ACCESS
POINT
32ND ST. SOUTH
14' ALLEY TO BE PAVED


WHITNEY LOFTS
WHITNEY LOFTS

Project Basics

Total Project Cost (TPC)	Total Cost Per Unit	City Funds Requested/Awarded	City Funds Per Unit Total	City Funds Per Aff/WFH Unit	City Funds As % Of TPC
$ 14,038,255.00	$ 197,722	$ 2,200,000.00	$ 30,986	$ 48,889	16%

Financing Plan

- Developer will construct the project using a bank construction loan, developer partner funds, and the requested $2,200,000 city gap funding from the South St Petersburg Community Redevelopment Area (SSCRA) Multifamily Developer Incentive Funds. The SSCRA Citizen Advisory Committee has reviewed and recommends approval of the funds.

Staff Request

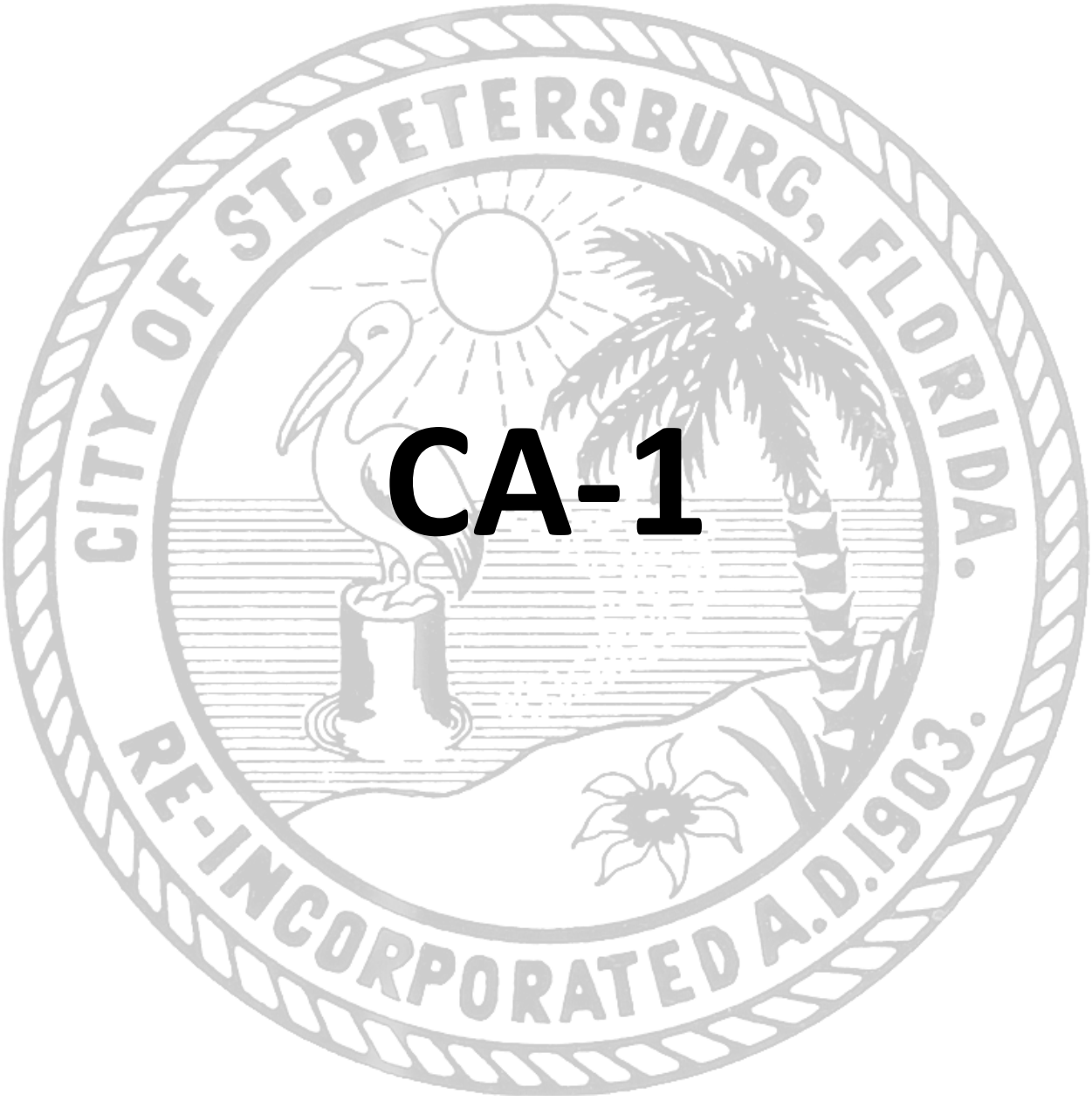
- Administration recommends that City Council approve $2,200,000 in SSCRA Developer Incentive funding for Hunter, Brady, Long Ease on 5th rental housing project.

THANK YOU

st.petersburg
www.stpete.org

Community and Neighborhood Affairs
Housing and Community Development

The following page(s) contain the backup material for Agenda Item: Approving the renewal of an agreement with Razorback LLC, for the coating of exposed potable, reclaimed, sewer pipes, and tanks, in the amount of $1,000,000.
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Approving the renewal of an agreement with Razorback LLC, for the coating of exposed potable, reclaimed, sewer pipes, and tanks, in the amount of $1,000,000.

Explanation: The vendor provides all labor, materials, and equipment necessary to coat and restore exposed piping and tanks. The City identified locations where pipes and chambers/wet well tanks needed coating restoration due to peeling, limited corrosion, and other visually apparent deficiencies. The projects restore these assets and extends useful service life. Additionally, the City has identified waterproof coatings as a critical need to protect structures and their utility assets during flooding events.

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

Razorback LLC (Tarpon Springs, FL) ……..…. $1,000,000

The original agreement was executed on December 19, 2023, and $2,218,493 has been spent during the initial term. On January 9, 2025 an allocation increase was approved in the amount of $2,000,000. The vendor has agreed to renew under the same terms and conditions. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from December 19, 2026 through December 18, 2028, with no renewal option remaining. Payment will be made only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), Various Projects, and Water Resources Operating Fund (4001), Various Divisions.

Attachments: Resolution

RESOLUTION NO. 2026-___

A RESOLUTION APPROVING THE TWO-YEAR RENEWAL OPTION TO THE AGREEMENT WITH RAZORBACK LLC FOR THE COATING OF EXPOSED POTABLE, RECLAIMED, SEWER PIPES AND TANKS IN THE AMOUNT OF $1,000,000 FOR THE RENEWAL TERM THROUGH DECEMBER 18, 2028; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 19, 2023, the City entered into a three-year agreement ("Agreement") with one two-year renewal option with Razorback LLC for the coating of exposed potable, reclaimed, sewer pipes and tanks through December 19, 2026; and

WHEREAS, on January 9, 2025, City Council approved an increase in the allocation in the amount of $2,000,000; and

WHEREAS, the City desires to exercise the renewal option in the Agreement to extend the term through December 18, 2028, and increase to the allocation for the Agreement in the amount of $1,000,000 for the renewal term; and

WHEREAS, Razorback LLC has agreed to renew the Agreement under the same terms and conditions; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the two-year renewal option to the agreement with Razorback LLC for the coating of exposed potable, reclaimed, sewer pipes and tanks in the amount of $1,000,000 for the renewal term through December 18, 2028, 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: Sarah Lucker

00929614

DEPARTMENT:

Approvals - gcc
Report • Printed on October 13, 2026

Approved

Consent Agenda: 910-54 Coating of Potable, Reclaimed, Sewer Pipes, and Tanks, November 5, 2026

Please see the attached consent agenda, for your review and approvals. This is related to Blanket Purchase Agreement 266090. Thank you.

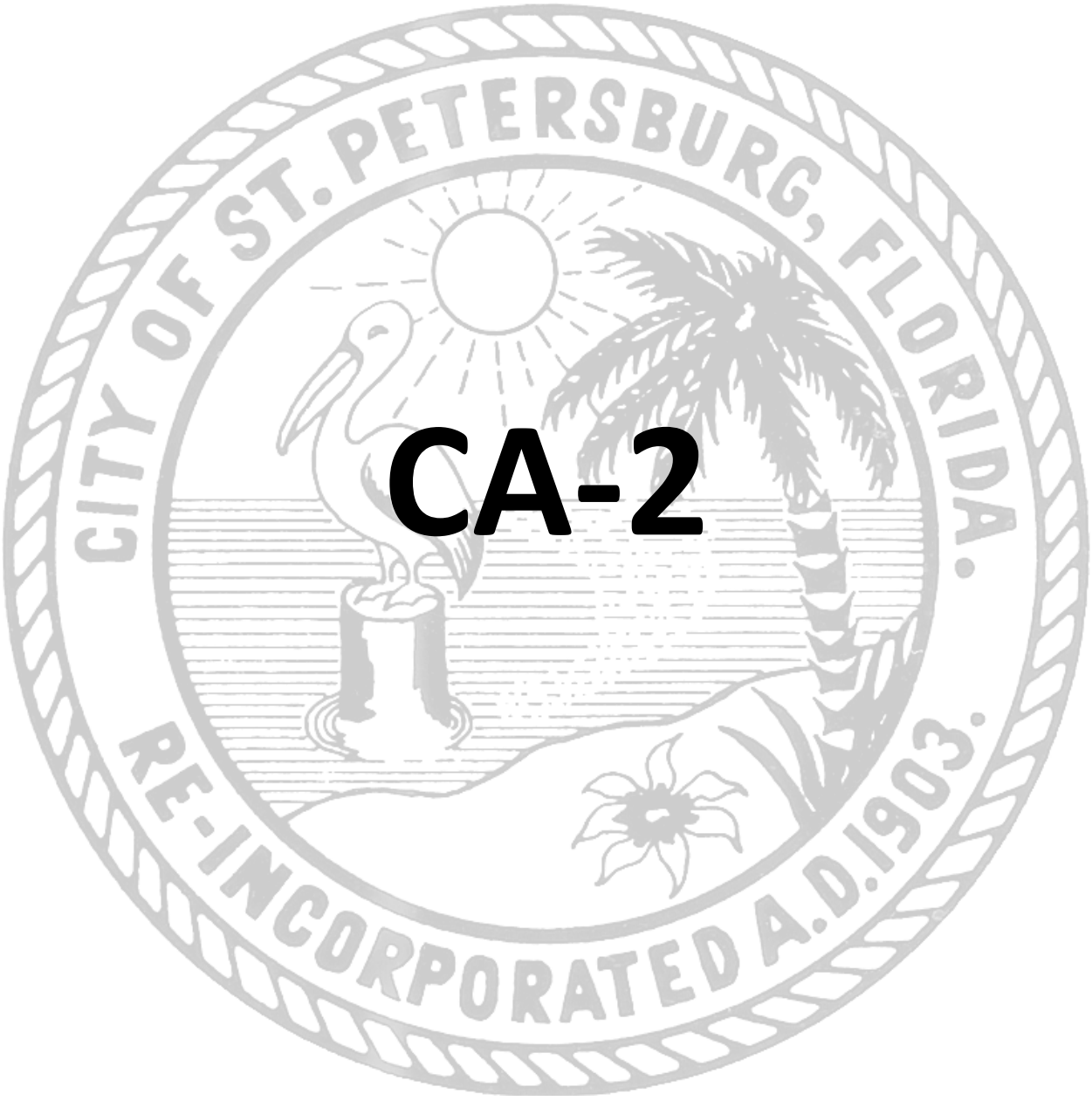
Attachments

910-54 Coating of Potable, Rec
https://stpete1.sharepoint.com/:f:/s/

Final status: Approved

CT	**Step 4: Approved by** Claude Tankersley	10/12/2026 12:51:06 PM
JP	**Step 3: Approved by** John E. Palenchar	10/9/2026 1:14:26 PM
VA	**Step 2: Approved by** Victoria L. Amerson	10/9/2026 8:59:49 AM
SM	**Step 1: Approved by** Stacey McKee	10/7/2026 2:54:36 PM
KD	**Requested by** Kendal J. Dyksterhouse	10/7/2026 2:52:28 PM

The following page(s) contain the backup material for Agenda Item: Approving the renewal of an agreement with Intergraph Corporation dba Hexagon Safety & Infrastructure for maintenance and support of the records management and computer-aided dispatch (CAD) software applications, in the amount of $1,335,064.44
Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Approving the renewal of an agreement with Intergraph Corporation dba Hexagon Safety & Infrastructure for maintenance and support of the records management and computer-aided dispatch (CAD) software applications, in the amount of $1,335,064.44

Explanation: The Police Department utilizes Intergraph software to support its CAD, mobile, and Records Management System (RMS) functions. The CAD system is used by the Police Department's Communications Center to receive and dispatch calls for service to officers. The mobile application enables officers to receive and manage calls for service in the field and transmits Global Positioning System (GPS) location data to the CAD system. The RMS is used by officers to prepare incident reports and manage and track cases.

Since the implementation of the Hexagon software in 2005, the vendor has provided ongoing maintenance and technical support for the Intergraph systems and associated database. These services include 24-hour-a-day, seven-day-a-week technical support, technology upgrades, software fixes, and issue escalation management for all Intergraph products. This service has been provided pursuant to an Agreement for maintenance and support that was executed in 2005 and has been renewed on an annual basis.

The Procurement and Supply Management Department, in cooperation with the Police Department, recommends for renewal:

Intergraph Corporation dba Hexagon Safety & Infrastructure (Madison, AL) $1,335,064.44
(Three-years @ $445,021.48/year)

The original agreement was executed on August 26, 2005 with Intergraph Corporation dba Hexagon Safety & Infrastructure, a sole source provider. The vendor has agreed to renew under the same terms and conditions. Administration recommends renewal of the agreement based on vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from December 30, 2026 through December 29, 2029 with subsequent renewal options available. A purchase order will be issued for each annual renewal.

Cost/Funding/Assessment Information: Funding has been previously appropriated in the General Fund (0001), Police Department, Information & Technology Services Division (140-1401). Funding for future fiscal years will be included in the City's annual operating budget subject to approval by City Council.

Attachments: Resolution

RESOLUTION NO. 2026-_____

A RESOLUTION REGARDING THE AGREEMENT BETWEEN THE CITY AND INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE FOR SUPPORT AND MAINTENANCE OF RECORDS MANAGEMENT AND COMPUTER-AIDED DISPATCH SOFTWARE APPLICATIONS USED BY THE POLICE DEPARTMENT; APPROVING RENEWAL OF THAT AGREEMENT FOR A FEE OF $1,335,064.44 TO COVER A THREE-YEAR PERIOD, RUNNING FROM DECEMBER 30, 2026, THROUGH DECEMBER 29, 2029; AUTHORIZING EXECUTION OF ANY DOCUMENT NECESSARY TO EFFECTUATE THAT APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 2005, the City's Police Department has utilized a records management and computer-aided dispatch ("CAD") software applications (collectively, the "System") provided by Intergraph Corporation d/b/a Hexagon Safety & Infrastructure (the "Contractor"); and

WHEREAS, the System is used by the Police Department's communications center to receive and dispatch calls for service to officers and is used by Police officers to receive and manage calls for service in the field; to transmit Global Positioning System (GPS) location data to the CAD system; to prepare incident reports; and to manage and track cases; and

WHEREAS, following the original implementation of the System, the Contractor has continuously provided maintenance and support for the System (the "Deliverables") pursuant to a 2005 agreement that has been renewed by the City and the Contractor on an ongoing basis (the "Agreement"); and

WHEREAS, the City and the Contractor desire to renew the Agreement again, for a fee of $1,335,064.44 to cover a three-year period, running from December 30, 2026, through December 29, 2029 (the "Renewal"); and

WHEREAS, the Procurement and Supply Management Director has determined that the Renewal qualifies for sole-source procurement pursuant to City Code subsection 2-196; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Police Department, recommends that City Council approve the Renewal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, in consideration of the information described in the foregoing recitals and pursuant to City Code sections 2-189(b) and 2-196 and other applicable legal authority, hereby approves the Renewal.

BE IT FURTHER RESOLVED that the Mayor (or his designee) is authorized to execute any document necessary to effectuate the approval of City Council stated above.

This resolution will become effective immediately upon adoption.

LEGAL: ADMINISTRATION:

Megan McGee

Approvals - gcc
Report • Printed on October 13, 2026

Approved

11/19 Council; RMS and CAD Renewal (Hexagon)

Please find the attached consent for the CAD and RMS software renewal with Hexagon that is scheduled for 11/19 council.

Attachments

Consent
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

DG **Step 5: Approved by**
David J. Gerardo 10/13/2026 9:58:43 AM

MM **Step 4: Approved by**
Megan C. McGee 10/12/2026 4:04:50 PM

SS **Step 3: Approved by**
Stephanie S. Scarbrough 10/12/2026 3:00:37 PM

PP **Step 2: Approved by**
Patricia Pena 10/12/2026 9:36:51 AM

VA **Step 1: Approved by**
Victoria L. Amerson 10/12/2026 9:35:19 AM

Approved with edits.

KW **Requested by**
Kaela Williamson 10/9/2026 10:53:50 AM

The following page(s) contain the backup material for Agenda Item: Accepting a statement of qualification and approving an agreement with Brown and Caldwell Corporation for Architect-Engineer (A/E) services for Southwest Water Reclamation Facility (SWWRF) Digester 3 and Waste Activated Sludge Holding Tank for the Engineering Department, in the amount of $2,589,470 (ECID Project No. 25202-130, Oracle No. 20754).
Please scroll down to view the backup material.

CA-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Accepting a statement of qualification and approving an agreement with Brown and Caldwell Corporation for Architect-Engineer (A/E) services for Southwest Water Reclamation Facility (SWWRF) Digester 3 and Waste Activated Sludge Holding Tank for the Engineering Department, in the amount of $2,589,470 (ECID Project No. 25202-130, Oracle No. 20754).

Explanation: The Procurement and Supply Management Department issued RFQ-25-311, for design services for the design and construction of the SWWRF Digester 3 and Waste Activated Sludge Holding Tank on October 8, 2025. The statements were due on December 2, 2025 and opened thereafter. The City received two Statements of Qualifications (SOQs) from the following firms:

1. Brown and Caldwell Corporation
2. Wade Trim, Inc

Evaluations of the SOQS were conducted by the following staff:

Brejesh Prayman, Engineering & Capital Improvements Director
Diana Smillova, Engineering Design Manager
Frank Niles, Water Reclamation Facilities Manager
Ivy Drexler, Senior Water Resources Manager
Anthony Farrar, Water Reclamation Plant Chief Operator
Joseph Graham, Civil Engineer III

The Statements of Qualifications were evaluated based on the following criteria:

- Team Background and Key Staff Availability
- Experience and Relevant Project Examples
- Project Approach
- Is the Firm a SBE/WBE/MBE/DBE?
- Does the project team include a SBE/WBE/MBE/DBE?

On January 7, 2026, the SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee discussed each firms' qualifications and decided to shortlist both firms for interviews.

On February 6, 2026, the evaluation committee interviewed each of the shortlisted firms. The firms were scored, and the top firm was recommended for award.

The firm will provide full A/E architectural and engineering professional services through design, permitting and construction administration phases. Upon completion of the Design Phase, a Construction Manager (to be determined) shall submit a Guaranteed Maximum Price (GMP) Proposal to the City for Construction Phase services.

The City and Brown and Caldwell Corporation will enter into an A/E Agreement to provide design phase services in accordance with the terms and conditions set forth in the A/E Agreement. Brown and Caldwell Corporation shall provide a cost proposal, which shall become a part of the A/E Agreement, for the design of the Project within the City's cost budget.

Brown and Caldwell Corporation will provide full A/E architectural and engineering professional services from Schematic Design through Construction Administration, including permitting and bidding support; civil, landscape, geotechnical, environmental coordination, survey and replatting; LEED and energy modeling; IT/AV, site lighting, lightning protection, generator and life-safety systems; interior design and FF&E; cost estimating; public presentations; and all required documentation and construction support to deliver a complete, code-compliant design for the new SWWRF Digester 3 and Waste Activated Sludge Holding Tank project. The A/E Design phase fees are as follows:

Brown and Caldwell Corporation (Tampa, FL) $2,589,470

The design phase shall commence upon City Council's approval of the A/E Agreement and the issuance of a Notice to Proceed.

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Agreement.

Cost/Funding/ Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF SW WAS Holding Tank FY25 Project (20754).

Attachments: Technical Evaluation
Resolution

Technical Evaluation
RFQ-25-311, Southwest Water Reclamation Facility Digester 3 and Waste Activated Sludge Holding Tank (25202-130)

Evaluated Firms

1. Brown and Caldwell
2. Wade Trim, Inc

Evaluation Criteria

The proposals were evaluated and scored based on the following criteria:

Team Background & Key Staff Availability	33 possible points
Experience and Relevant Project Examples	25 possible points
Project Approach	22 possible points
Is the Firm and SBE/MBE/WBE/DBE	12 possible points
Does the project team include a SBE/MBE/WBE/DB	8 possible points

Tabulation of Scores

The evaluation committee scored the firms based on a possible total score of 100 were as follows:

Company	**Score**	**Rank**
Brown and Caldwell	77.65	1
Wade Trim, Inc	72.21	2

Brown and Caldwell has met the qualifications of RFQ- 25-311 and was determined to be the most qualified firm, taking into considerations their experience of providing these services and the evaluation criteria set forth in the RFQ.

RESOLUTION NO. 2026-____

A RESOLUTION ACKNOWLEDGING THE SELECTION OF BROWN AND CALDWELL CORPORATION (“BROWN AND CALDWELL”) AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL DESIGN PHASE SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE SOUTHWEST WATER RECLAMATION FACILITY DIGESTER 3 AND WASTE ACTIVATED SLUDGE HOLDING TANK (“PROJECT”); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY’S STANDARD FORM SINGLE PROJECT ARCHITECT/ENGINEERING AGREEMENT WITH BROWN AND CALDWELL FOR BROWN AND CALDWELL TO INITIALLY PROVIDE DESIGN PHASE SERVICES FOR THE PROJECT IN THE AMOUNT OF $2,589,470, PROVIDING THAT FUTURE SERVICES TO BE PROVIDED DURING THE CONSTRUCTION PHASE OF THE PROJECT WILL BE SET FORTH IN AMENDMENT(S), WHICH ARE SUBJECT TO CITY COUNCIL APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department, issued Request for Qualifications ("RFQ") 25-311 dated October 8, 2025 for professional design phase services and construction administration services for the Southwest Water Reclamation Facility Digester 3 and Waste Activated Sludge Holding Tank project (“Project”); and

WHEREAS, the City received two (2) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Brejesh Prayman, Diana Smillova, Frank Niles, Ivy Drexler, Anthony Farrar, and Joseph Graham) met on January 7, 2026 to discuss the two (2) SOQs, motioned to shortlist both firms, hear presentations and conduct interviews with such firms on February 6, 2026; and

WHEREAS, on February 6, 2026, the two (2) shortlisted firms 1) Brown and Caldwell Corporation (“Brown and Caldwell”) and 2) Wade Trim, Inc. made presentations to the selection committee and interviews were conducted; and

WHEREAS, based on the presentations, interviews, deliberations and SOQs submitted by the two (2) shortlisted firms, the selection committee met on February 6, 2026 and ranked Brown and Caldwell as the most qualified firm to provide professional design phase services and construction administration services for the Project; and

WHEREAS, Administration recommends City Council acknowledge the selection of Brown and Caldwell as the most qualified firm to provide professional design phase services and construction administration services for the Project and authorize the Mayor or his designee to execute the City's standard form single project architect/engineering agreement with Brown and Caldwell for Brown and Caldwell to initially provide design phase services for the Project in the amount of $2,589,470; and

WHEREAS, future services to be provided during the construction phase will be set forth in amendment(s), which are subject to City Council approval; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Brown and Caldwell Corporation ("Brown and Caldwell") as the most qualified firm to provide professional design phase services and construction administration services for the Southwest Water Reclamation Facility Digester 3 and Waste Activated Sludge Holding Tank ("Project") is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's standard form single project architect/engineering agreement ("Agreement") with Brown and Caldwell for Brown and Caldwell to initially provide design phase services related to the Project in the amount of $2,589,470.

BE IT FURTHER RESOLVED that future services to be provided during the construction phase of the Project will be set forth in amendment(s), which are subject to City Council approval.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00926934.DOCX

Approvals - gcc
Report • Printed on October 21, 2026

Approved

925-96 SWWRF Digester 3 and Waste Activated Sludge Holding Tank

Attachments

Tech Eval
https://stpete1.sharepoint.com/:w:/s/Team-TS-I

Consent Write Up
https://stpete1.sharepoint.com/:w:/s/Team-TS-I

SunBiz
https://stpete1.sharepoint.com/:b:/s/Team-TS-F

Final status: Approved

Step 4: 1 of 2 recipients approved
Sarah B. Johnson, Claude Tankersley

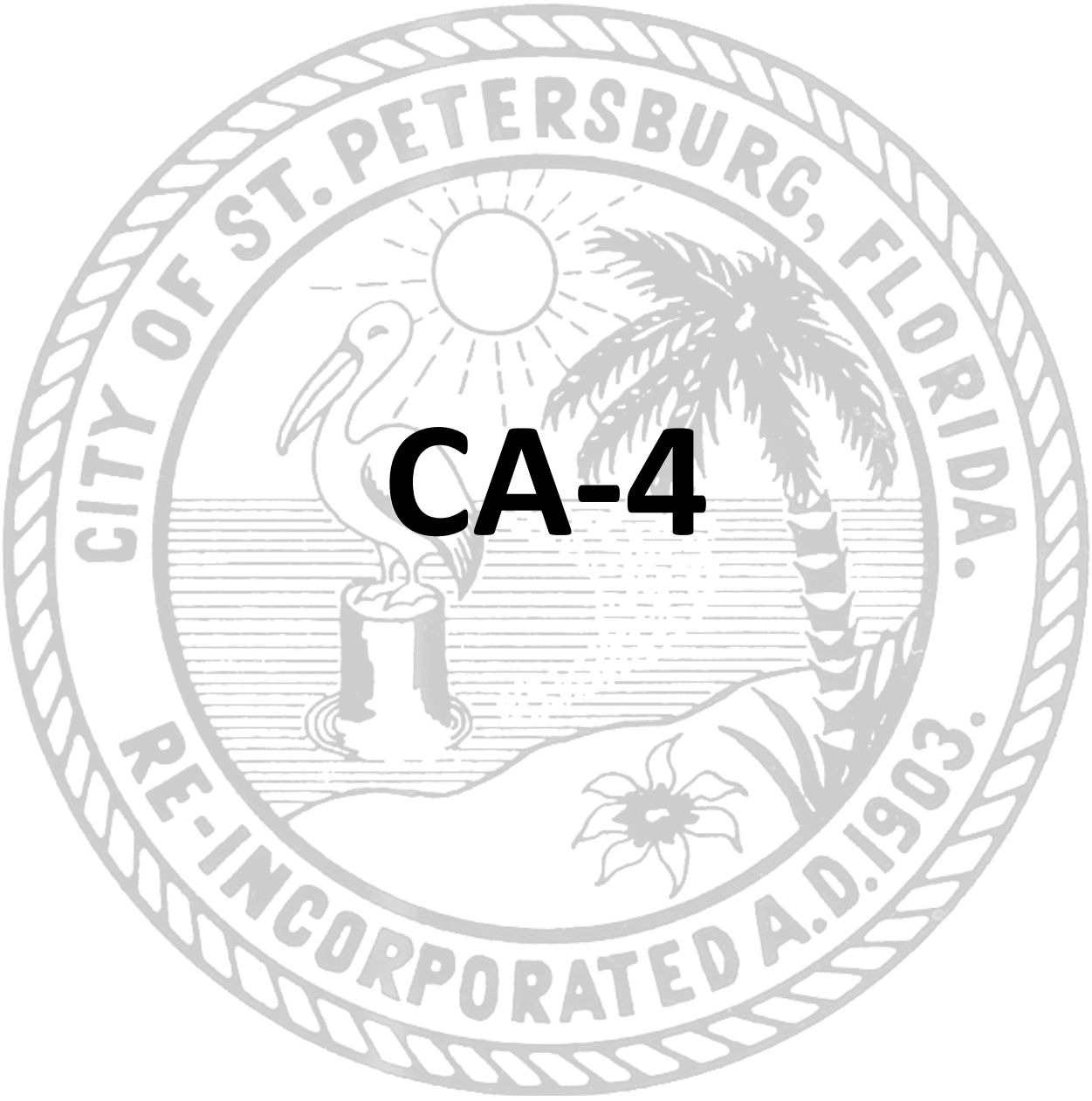
BP **Step 3: Approved by**
Brejesh Prayman 10/20/2026 8:22:32 PM

SS **Step 2: Approved by**
Stephanie S. Scarbrough 10/20/2026 11:55:01 AM

SM **Step 1: Approved by**
Stacey McKee 10/20/2026 11:28:45 AM

VA **Requested by**
Victoria L. Amerson 10/20/2026 11:26:51 AM

The following page(s) contain the backup material for Agenda Item: Approving an allocation increase for tank storage equipment maintenance and repair services with CROM, LLC dba CROM Coatings and Restorations for the Water Resources Department in the amount of $3,000,000. Please scroll down to view the backup material.



CA-4

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Approving an allocation increase for tank storage equipment maintenance and repair services with CROM, LLC dba CROM Coatings and Restorations for the Water Resources Department in the amount of $3,000,000.

Explanation: The vendor provides repair and maintenance services for potable water storage tanks, including routine preventative maintenance, removal of biological growth, sediment, deposits and sludge, inspections, reporting, and corrective maintenance. The vendor conducts annual inspections of 15 water storage tanks each fiscal year to verify compliance with applicable Florida Department of Environmental Protection (FDEP) requirements for potable water storage tanks. Inspection findings are documented and used to identify necessary maintenance, repairs, and/or potential improvement projects that were not predicted during the initial cost assessment. Funding is allocated as needed to address identified deficiencies and perform preventative maintenance and corrective repairs, helping maintain tank integrity, water quality, and regulatory compliance.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, request an allocation increase:

CROM, LLC dba CROM Coatings and Restorations (Gainesville, FL) …….$3,000,000

The original agreement between the City and CROM, LLC dba CROM Coatings and Restorations was executed on August 14, 2025 for $350,000 for the initial one-year term, and had two, one-year renewal option(s) available. The agreement was renewed on August 14, 2026, and has one, one-year renewal option remaining. The total spend under this contract to date is $178,537. An allocation increase is needed for coating and restoration services that were not predicted to rehabilitate Oberly Storage Tank #3 to meet FDEP Code requirements for Potable Water. Payment will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Various Divisions, and the Water Resources Capital Projects Fund (4003), OBE Tank #3 Rehab FY27 Project (22102).

Attachments: Resolution

RESOLUTION NO. 2026-_____

A RESOLUTION APPROVING AN ALLOCATION INCREASE IN THE AMOUNT OF $3,000,000 FOR THE AGREEMENT WITH CROM, LLC DBA CROM COATINGS AND RESTORATIONS FOR TANK STORAGE EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 14, 2025, the City entered into a one-year agreement with two one-year renewal options with CROM, LLC dba CROM Coatings and Restorations for tank storage equipment maintenance and repair services at a total contract amount of $350,000 for the Water Resources Department ("Agreement"); and

WHEREAS, the City and CROM, LLC dba CROM Coatings and Restorations entered into the first one-year renewal period on August 14, 2026; and

WHEREAS, Oberly Storage Tank #3 requires coating and restoration services to comply with Florida Department of Environmental Protection (FDEP) requirements for potable water; and

WHEREAS, such repairs were not predicted at the outset of the Agreement; and

WHEREAS, an allocation increase in the amount of $3,000,000 for the Agreement is needed to cover the required repairs to Oberly Storage Tank #3; and

WHEREAS, the total spend under this contract to date is $178,537; and

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

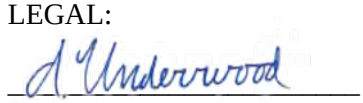
WHEREAS, Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Various Divisions, and the Water Resources Capital Projects Fund (4003), OBE Tank #3 Rehab FY27 Project (22102), and will be charged based on usage.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an allocation increase in the amount of $3,000,000 for the Agreement with CROM, LLC dba CROM Coatings and Restorations for tank storage equipment maintenance and repair services for the Water Resources Department is hereby approved.

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

This Resolution will become effective immediately upon adoption.

LEGAL: DEPARTMENT:





00927299.DOCX

Approvals - gcc
Report • Printed on October 22, 2026

Approved

931-91; Tank Storage Equipment and Repair Services

Attachments

931-91; Tank Storage Equipmer
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

CT **Step 5: Approved by**
Claude Tankersley 10/21/2026 6:27:44 PM

JP **Step 4: Approved by**
John E. Palenchar 10/21/2026 9:58:43 AM

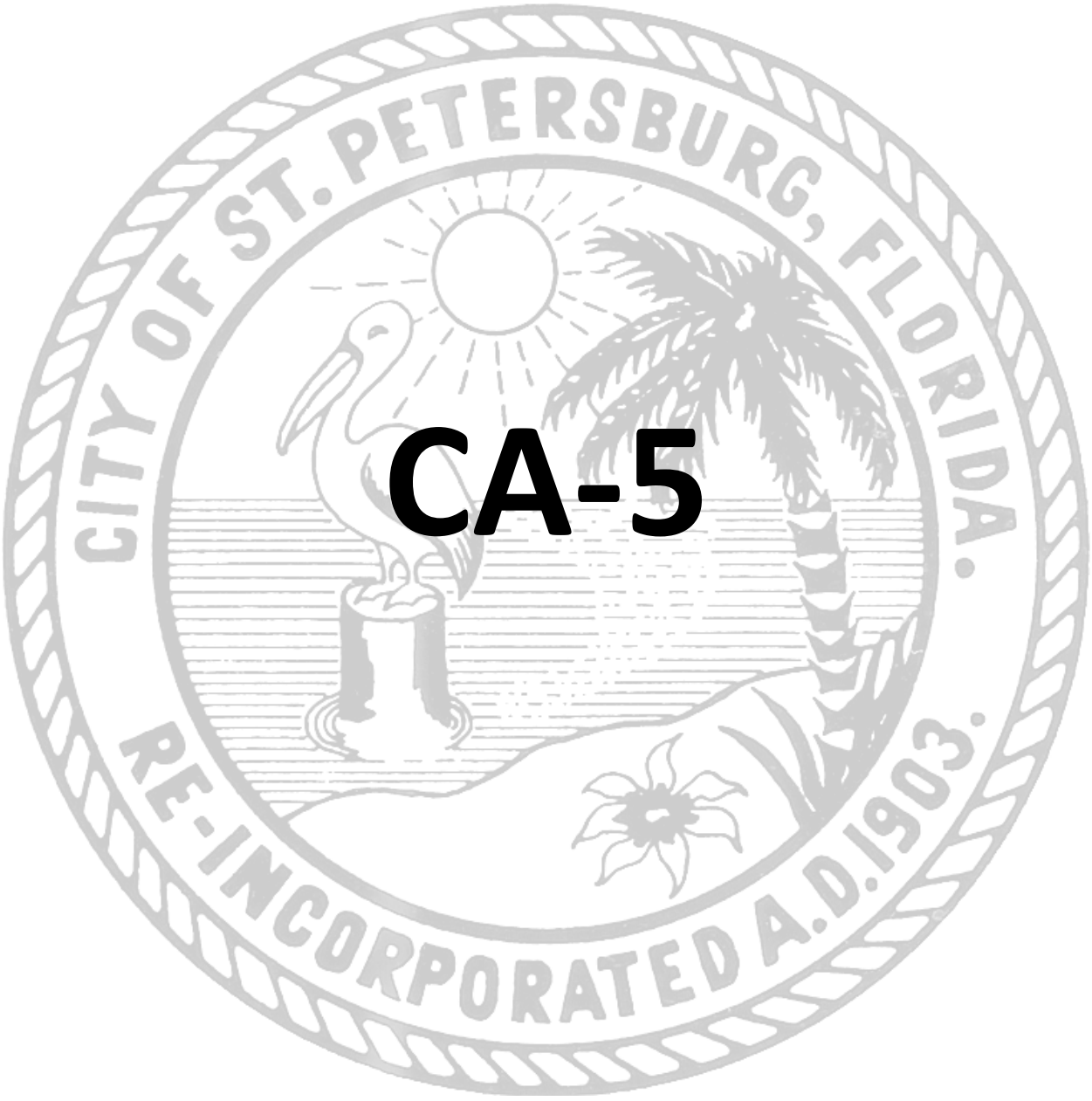
SS **Step 3: Approved by**
Stephanie S. Scarbrough 10/20/2026 12:00:02 PM

SM **Step 2: Approved by**
Stacey McKee 10/20/2026 11:47:04 AM

VA **Step 1: Approved by**
Victoria L. Amerson 10/20/2026 11:36:40 AM

TG **Requested by**
Tanner H. Green 10/20/2026 8:31:06 AM

The following page(s) contain the backup material for Agenda Item: A Resolution accepting a Guaranteed Maximum Price (GMP) proposal in the amount of $1,387,595.78 from The AD Morgan Corporation (ADM) for construction phase services for the Coliseum Roof Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (CMAR) Agreement with a GMP between the City of St. Petersburg, Florida and ADM dated December 9, 2025 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $400,000 from the Fleet Facility Replacement FY24 Project (19781); approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Coliseum Improvements Project (20368); rescinding an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $108,807 from the Coliseum - Concessions and Breakroom Renovations FY24 Project (19809); approving a supplemental appropriation in the amount of $108,807 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescission, to the Coliseum Improvements Project (20368) to provide funding for the construction phase services identified in the GMP proposal and other project related costs; and providing an effective date (ECID Project No. 25161-130; Oracle No. 20368).
Please scroll down to view the backup material.



CA-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 19, 2026

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

SUBJECT: A Resolution accepting a Guaranteed Maximum Price ("GMP") proposal in the amount of $1,387,595.78 from The AD Morgan Corporation ("ADM") for construction phase services for the Coliseum Roof Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and ADM dated December 9, 2025 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $400,000 from the Fleet Facility Replacement FY24 Project (19781); approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Coliseum Improvements Project (20368); rescinding an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $108,807 from the Coliseum - Concessions and Breakroom Renovations FY24 Project (19809); approving a supplemental appropriation in the amount of $108,807 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescission, to the Coliseum Improvements Project (20368) to provide funding for the construction phase services identified in the GMP proposal and other project related costs; and providing an effective date (ECID Project No. 25161-130; Oracle No. 20368).

EXPLANATION: On September 8, 2022, City Council acknowledged the selection of five CMAR firms for the CMAR Continuing Services for City Facilities, for the Engineering & Capital Improvements Department and authorized execution of Construction Manager at Risk Agreements with a Guaranteed Maximum Price with those firms. A Letter Agreement was executed with each firm establishing the terms and conditions of the continuing services CMAR Agreement.

On December 10, 2025, the Engineering and Capital Improvements Department ("ECID") administratively approved the AIA Document A133 – 2019 and AIA Document A201-2017 with The AD Morgan Corporation, for pre-construction services including the review of bid plans, site visits, and bidding services in the amount of $10,243.08.

The Coliseum is located at 535 4th Ave N, St. Petersburg, FL 33701. The Mediterranean Revival-style Coliseum was built in 1924 and purchased by the City of St. Petersburg in 1989. The Coliseum is designated as a local landmark and is part of the Downtown St. Petersburg National Register District.

The existing roof has almost no insulation. The existing predominately asphalt single roofing system is approximately 25 years old and has long outlived its service life. The roof has had many leaks, and the roof requires on-going maintenance and repairs to stop water intrusion. This project includes the removal and replacement of all existing roofing materials. The new construction includes new more energy efficient insulation, new single ply roofing membrane, new cement tiles, new flashings, gutters, downspouts, and new dormer siding. These upgrades will improve the building's energy efficiency, provide a complete 20 year no-dollar (repair) limit roofing warranty, and extend the useful life of this historic and important public facility.

A $64,897.01 Owner's Contingency for unforeseen conditions is included in the GMP.

The Pre-Construction Services and GMP Amendment No. 1 include the following not to exceed costs respectively:

The AD Morgan Corporation ……. $1,387,595.78

City Code 2-234, Small Business Enterprise Assistance Program, requires a participation percentage to be assigned to all construction projects of over $50,000. There are no SBE participation requirements for this project.

In addition to the amount of the GMP, additional funds in the amount of $588,254, for a total project cost of $1,585,268 are required for consultant services, City inspections, project administration, and project contingency.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept a Guaranteed Maximum Price ("GMP") proposal in the amount of $1,387,595.78 from The AD Morgan Corporation ("ADM") for construction phase services for the Coliseum Roof Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and ADM dated December 9, 2025 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $400,000 from the Fleet Facility Replacement FY24 Project (19781); approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Coliseum Improvements Project (20368); rescinding an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $108,807 from the Coliseum - Concessions and Breakroom Renovations FY24 Project (19809); approving a supplemental appropriation in the amount of $108,807 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescission, to the Coliseum Improvements Project (20368) to provide funding for the construction phase services identified in the GMP proposal and other project related costs; and providing an effective date (ECID Project No. 25161-130; Oracle No. 20368).

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding ($1,076,461) has been previously appropriated in the General Capital Improvement Fund (3001) ($1,043,044) and Recreation and Culture Capital Improvement Fund (3029) ($33,417), Coliseum Improvements Project (20368). Additional funding will be available after the approval of a rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $400,000 from the Fleet Facility Replacement FY24 Project (19781); a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Coliseum Improvements Project (20368); a rescission of an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $108,807 from the Coliseum - Concessions and Breakroom Renovations FY24 Project (19809); and a supplemental appropriation in the amount of $108,807 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescission, to the Coliseum Improvements Project (20368).

ATTACHMENTS: GMP Proposal
Resolution

RESOLUTION NO. 2026-____

A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL IN THE AMOUNT OF $1,387,595.78 FROM THE AD MORGAN CORPORATION ("ADM") FOR CONSTRUCTION PHASE SERVICES FOR THE COLISEUM ROOF REPLACEMENT PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK ("CMAR") AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ADM DATED DECEMBER 9, 2025 TO INCORPORATE THE GMP PROPOSAL INTO THE AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNT OF $400,000 FROM THE FLEET FACILITY REPLACEMENT FY24 PROJECT (19781); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $400,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE RESCISSION, TO THE COLISEUM IMPROVEMENTS PROJECT (20368) TO PROVIDE FUNDING FOR THE CONSTRUCTION PHASE SERVICES IDENTIFIED IN THE GMP PROPOSAL AND OTHER PROJECT RELATED COSTS; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) IN THE AMOUNT OF $108,807 FROM THE COLISEUM – CONCESSIONS AND BREAKROOM RENOVATIONS FY24 PROJECT (19809); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $108,807 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), RESULTING FROM THE ABOVE RESCISSION, TO THE COLISEUM IMPROVEMENTS PROJECT (20368) TO PROVIDE FUNDING FOR THE CONSTRUCTION PHASE SERVICES IDENTIFIED IN THE GMP PROPOSAL AND OTHER PROJECT RELATED COSTS; AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 25161-130; ORACLE NO. 20368).

WHEREAS, on September 8, 2022, City Council (i) acknowledged the selection of five firms, including AD Morgan Corporation ("ADM"), as the most qualified firms to provide construction manager at risk services on a continuing basis for City Facilities projects for the

Engineering & Capital Improvements Department and (ii) authorized the Mayor or his designee to execute Construction Manager at Risk Agreements with a Guaranteed Maximum Price ("GMP") between the City and those qualified firms, including ADM; and

WHEREAS, the City and ADM entered into a Construction Manager at Risk Agreement with a GMP on December 9, 2025 ("Agreement") for ADM to provide preconstruction services for the Coliseum Roof Replacement Project ("Project"); and

WHEREAS, Administration authorized payment under the Agreement for preconstruction services in the amount of $10,243.08; and

WHEREAS, in accordance with the requirements set forth in the Agreement, ADM has submitted to the City for review and acceptance a GMP proposal in the amount of $1,387,595.78 (which includes a $64,897.01 owner's contingency) for construction-phase services for the Project; and

WHEREAS, the City and ADM desire to execute the First Amendment to the Agreement to incorporate the GMP proposal into the Agreement and modify other necessary provisions; and

WHEREAS, funding for the construction phase services identified in the GMP proposal and other project related costs will be available after approval of i) a recission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $400,000 from the Fleet Facility Replacement FY24 Project (19781), ii) a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above recission, to the Coliseum Improvements Project (20368), iii) a recission of an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $108,807 from the Coliseum – Concessions and Breakroom Renovations FY24 Project (19809), and iv) a supplemental appropriation in the amount of $108,807 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above recission, to the Coliseum Improvements Project (20368).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Guaranteed Maximum Price ("GMP") proposal in the amount of $1,387,595.78 from The AD Morgan Corporation ("ADM") for construction phase services for the Coliseum Roof Replacement Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment to the construction manager at risk ("CMAR") agreement with a GMP between the City of St. Petersburg, Florida and ADM dated December 9, 2025 to incorporate the GMP proposal into the agreement and modify other necessary provisions.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $400,000 from the Fleet Facility Replacement FY24 Project (19781) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, the following supplemental appropriation for FY27 to provide funding for the construction phase services identified in the GMP proposal and other project related costs:

General Capital Improvement Fund (3001)	
Coliseum Improvements Project (20368)	$400,000

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $108,807 from the Coliseum – Concessions and Breakroom Renovations FY24 Project (19809) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescission, the following supplemental appropriation for FY27 to provide funding for the construction phase services identified in the GMP proposal and other project related costs:

Recreation and Culture Capital Improvement Fund (3029)	
Coliseum Improvements Project (20368)	$108,807

This Resolution shall become effective immediately upon its adoption.

LEGAL:

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DEPARTMENT:

BUDGET:



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ROOF REPLACEMENT AT ST. PETERSBURG COLISEUM

535 4th Avenue North
St. Petersburg, FL 33701
Project No. 25161-130

A.D. MORGAN

st.petersburg
www.stpete.org

TABLE OF CONTENTS

I. Executive Summary

II. List of Documents

III. Description of Work
- a. Clarifications, Qualifications, and Assumptions

IV. GMP Cost Summary
- a. Exhibit F
- b. GMP Executive Summary
- c. GMP Detail
- d. GMP General Conditions
- e. SBE Log
- f. Allowances

V. Project Schedule
- a. Project Schedule Narrative
- b. Project Schedule

VI. Site Logistics Plan
- a. Site Logistics Plan

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I. EXECUTIVE SUMMARY

The A.D. Morgan Corporation is pleased to provide you with our proposal for the Roof Replacement at St. Petersburg Coliseum Project. This is based on the 100% construction documents provided by C.B. Goldsmith and Associates, dated July 7, 2026. Please find listed below inclusions, clarifications, and exclusions.

The Guaranteed Maximum Price Proposal for project Construction Management Services is One Million Three Hundred Eighty-Seven Thousand, Five-Hundred and Ninety-Five Dollars and Seventy-Eight Cents. ($1,387,595.78)

On behalf of the A.D. Morgan Corporation, I would like to express our sincere appreciation for presenting us with the opportunity to become part of your project. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,
The A.D. Morgan Corporation

Kevin Monsen

Kevin Monsen
Estimator

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II. LIST OF DOCUMENTS

The work included in this GMP Proposal is based upon the List of Documents immediately following this narrative subject to amendments by 1) the Clarifications, Qualifications, and Assumptions, and 2) the Allowance Schedule, contained in Sections III and IV of this proposal.

The List of Documents includes the:

- Contract Drawings
- Project Specifications/Draft Contract Specifications

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25161-130 - Coliseum Roof Replacement
Document Log
9/29/2026

COSP Drawing No.	Description	Drawing Date	Set	Notes
11738-001	Cover Sheet & Index	7/7/2026	100% CD	
11738-002	General Notes	7/7/2026	100% CD	
11738-003	General Notes	7/7/2026	100% CD	
11738-004	Site Plan	7/7/2026	100% CD	
11738-005	Roof Plan	7/7/2026	100% CD	
11738-006	Wind Zones & Dimension Plans	7/7/2026	100% CD	
11738-007	Roof Details	7/7/2026	100% CD	
11738-008	Roof Details	7/7/2026	100% CD	
11738-009	Roof Details	7/7/2026	100% CD	
11738-010	Roof Details	7/7/2026	100% CD	
11738-011	Roof Details	7/7/2026	100% CD	
Spec #	**Specifications**	**Drawing Date**	**Set**	**Notes**
Section 1	General	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 2	Excavation and Backfill - Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 3	Concrete, Masonry, and Reinforcing Steel - Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 4	Piping Materials: Ductile Iron Pipe - Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 5	Piping Materials: Concrete Gravity Pipe - Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 6	Piping Materials: PVC Pressure Pipe - Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 7	Piping Materials: Miscellaneous- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 8	Paving Materials- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 9	Roadway Construction- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 10	Sanitary Sewer Construction- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 11	Storm Drainage Construction- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 12	Pressure Pipe Construction- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 13	Surface Restoration- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 14	Miscellaneous Work- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
Section 15	Precast Concrete Box Culvert Construction- Not Applicable To This Project	Undated	Draft Conformed Specs	Received Via Email - 9/29/26
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	7/7/2026	100% CD	
00 01 06	Signature Page	7/7/2026	100% CD	
00 01 10	Table of Contents	7/7/2026	100% CD	
00 01 30	Contractor Notes	7/7/2026	100% CD	
00 11 10	Appendix A - LBP and Roof Survey	7/7/2026	100% CD	
00 21 13	Instructions to Bidders	7/7/2026	100% CD	
00 41 13	Bid Proposal Form	7/7/2026	100% CD	
00 52 13	Form of Agreement	7/7/2026	100% CD	
00 52 16	Sample Form of Agreement	7/7/2026	100% CD	
00 61 00	A312 Bond Reference	7/7/2026	100% CD	
00 62 11	Submittal Transmittal	7/7/2026	100% CD	
00 62 60	Contractor Daily Construction Report Form	7/7/2026	100% CD	
00 62 76	Schedule of Values/Application and Certificate for Payment Form - AIA Forms G702/G703	7/7/2026	100% CD	
00 62 90	Proposal Worksheet Summary	7/7/2026	100% CD	
00 63 13	Request for Information Form	7/7/2026	100% CD	
00 65 20	Certificate - List of Subcontractors and Material Suppliers	7/7/2026	100% CD	
00 65 30	Waiver and Release of Lien upon Progress Payment	7/7/2026	100% CD	
00 65 31	Contractor's Final Payment Affidavit and Waiver and Release of Lien	7/7/2026	100% CD	
00 65 81	Absence of Friable Material Certification	7/7/2026	100% CD	
00 72 13	Reference to General Conditions	7/7/2026	100% CD	
00 72 16	Sample AIA Document A201-2017 - General Conditions	7/7/2026	100% CD	
00 73 13	Supplementary General Conditions	7/7/2026	100% CD	
01 00 00	GENERAL REQUIREMENTS	7/7/2026	100% CD	
01 11 00	Summary of the Work	7/7/2026	100% CD	
01 20 00	Measurement and Payment	7/7/2026	100% CD	
01 21 00	Allowances	7/7/2026	100% CD	
01 22 00	Unit Prices	7/7/2026	100% CD	
01 26 00	Contract Modification Procedures	7/7/2026	100% CD	
01 26 00.1	TPA Monthly Weather Normals 1991-2020	7/7/2026	100% CD	
01 31 13	Project Management and Coordination	7/7/2026	100% CD	
01 31 19	Project Meetings	7/7/2026	100% CD	
01 32 16	Construction Progress Documentation	7/7/2026	100% CD	
01 32 33	Construction Photographs	7/7/2026	100% CD	
01 33 00	Submittals	7/7/2026	100% CD	
01 42 00	Cutting and Patching	7/7/2026	100% CD	

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25161-130 - Coliseum Roof Replacement
Document Log
9/29/2026

COSP Drawing No.	Description	Drawing Date	Set	Notes
01 42 16	Definitions and Standards	7/7/2026	100% CD	
01 42 19	Reference Standards	7/7/2026	100% CD	
01 45 00	Quality Control	7/7/2026	100% CD	
01 50 00	Temporary Facilities and Utilities	7/7/2026	100% CD	
01 50 10	Project Construction Sign	7/7/2026	100% CD	
01 60 00	Material and Equipment	7/7/2026	100% CD	
01 60 00.1	Substitution Request Form	7/7/2026	100% CD	
01 70 00	Contract Closeout	7/7/2026	100% CD	
01 70 13	5-Year Guarantee for All Work	7/7/2026	100% CD	
01 71 00	Cleaning	7/7/2026	100% CD	
01 72 00	Project Record Documents	7/7/2026	100% CD	
02 00 00	DEMOLITION AND STRUCTURE MOVING	7/7/2026	100% CD	
02 41 20	Selective Demolition	7/7/2026	100% CD	
06 00 00	WOOD, PLASTICS, AND COMPOSITES	7/7/2026	100% CD	
06 10 00	Rough Carpentry	7/7/2026	100% CD	
07 00 00	THERMAL AND MOISTURE PROTECTION	7/7/2026	100% CD	
07 10 50.19	Preparation for Reroofing	7/7/2026	100% CD	
07 22 00	Roof and Deck Insulation	7/7/2026	100% CD	
07 42 00	Formed Metal Wall Panels	7/7/2026	100% CD	
07 54 16	Single Ply Roof System	7/7/2026	100% CD	
07 54 16.21	Roofing Installer's 5-Year Warranty	7/7/2026	100% CD	
07 54 16.22	Manufacturer's 20-Year Warranty	7/7/2026	100% CD	
07 60 00	Flashing, Sheet Metal and Accessories	7/7/2026	100% CD	
00 41 13/ A102	Revised Section 00 41 13 and page A-102 (11738-005)	8/13/2026	Addendum 1	
Document No.	**Additional Documents**	**Drawing Date**	**Set**	
N/A	PRE-RENOVATION ASBESTOS SURVEY AT THE ST. PETERSBURG COLISEUM ROOF RENOVATION AREAS	9/1/2026	Greenfield Environmental	

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III. CLARIFICATIONS, QUALIFICATIONS, AND ASSUMPTIONS

A.D. Morgan has the following clarifications, assumptions, and exclusions:

1. **Division 01 – General Conditions and General Requirement**
    a. **General Conditions**
        i. A.D. Morgan assumes sufficient parking will be available on the job site for the project staff, workers, and a laydown area for material.
        ii. Temporary Power and Water are by the owner.
        iii. Hazardous Material Testing and Removal is by the owner.
        iv. A designated work area will be provided in the building for an AD Morgan superintendent.
        v. The permit will be by AD Morgan. See allowances.
        vi. Daily and final cleanup has been included as part of the general requirements.
        vii. Work hours will be from 7:00 am to 3:30 pm Monday through Friday.

    b. **Current Market Conditions**
        i. A.D. Morgan strongly recommends that all stakeholders work closely together to identify long lead items and pre-order as much of the material ahead of time to mitigate cost escalation and schedule delays due to material availability.
        ii. See attached Market Analysis for details on material availability and price escalation.

    c. **Exclusions and Assumptions**
        i. The Price is good for 90 days from submission of GMP through notification of board approval.
        ii. Architect and Engineering Design Fees are not included.
        iii. Hazardous Material Surveying and Removal are not included.
        iv. Davis Bacon Wage Rates are not included.
        v. The Construction Manager will have designated office space for a superintendent in the building.
        vi. All Utility Consumption for Water, Gas, and Electric are by the owner.
        vii. If it is determined that additional wood/carpentry needs to be replaced beyond what is included in the base bid it will be an additional cost.
        viii. An allowance has been included to account for a potential material change to the roof system, which will be determined at the October Board

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meeting. The cost of the material change will depend entirely on the selected roof color and may exceed the amount currently allotted.

d. **Safety**
   i. All Federal, State, and Local Safety Regulations will be followed.

2. Division 07 – Roofing

a. Replacement of existing shingle roof system with PVC roof system, tile roof system, and metal dormer panels per plans and specifications.
b. A deduct is included in the GMP to substitute ½" coverboard for ¼" coverboard per CB Goldsmith.
c. Included in the base bid is an allowance for replacement of up to 20% of the roof deck, 200 linear feet of fascia board, 300 linear feet of wood blocking at the coping cap, and 15% of wall sheathing at metal panel locations, plus an additional 200 SF. Any additional damaged carpentry identified beyond these allowances will be an additional cost. See unit rates below:

No	Description (Minimum Quantity Amounts Apply)	Units	Unit Cost Subcontractor
1	3/4" CDX plywood	Sq.ft	$ 12.50
2	Treated wood blocking/Nailers (2x4)	Lin.ft.	$ 8.40
3	Treated wood blocking/Nailers (2x6)	Lin.ft.	$ 9.80
4	Treated wood blocking/Nailers (2x8)	Lin.ft.	$ 10.20
5	T&G wood planks, to match existing	Lin.ft.	$ 12.75
6	LF cost for wood fascia	Lin.ft.	$ 18.25
7	SF cost for wall sheathing	Sq.ft	$ 12.50

3. Division 09 – Painting

a. Gutters and downspouts will be painted to match the building paint scheme. The paint color will be determined following final roof color selections.
b. Painting of stenciled logo at west and east side of dormer metal panels.
c. Painting of all perimeter and dormer facia board.

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IV. GMP COST SUMMARY

- Exhibit F
- Executive Summary
- Estimate Detail
- General Conditions Summary
- SBE Log
- Allowances

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EXHIBIT F - GUARANTEED MAXIMUM PRICE

Roof Replacement at Coliseum

Project Number: 25161-130

Construction Cost		$ 1,001,042.66
General Conditions		$ 121,049.01
Permitting Allowance		$ 11,000.00
Contractor Contingency (AD Morgan)		$ 65,067.77
	Subtotal:	$ 1,198,159.44

CM Fee	8.00%	$ 95,852.76
General Liability	0.85%	$ 11,804.94
Other Insurance		$ -
	Subtotal:	$ 107,657.70

Builder's Risk	0.12%	$ 1,697.87
CM Bond	1.02%	$ 15,183.76
Contingency - Owner	2.50%	$ 64,897.01
	Subtotal:	$ 81,778.64

Guaranteed Maximum Price	**$ 1,387,595.78**

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City of St. Petersburg
Roof Replacement at Coliseum
GMP
Executive Summary
9/28/2026 (Rev 10/16/26)

Executive Summary			
Division		Description	Cost
Division 01		General Requirements	104,759.96
Division 02		Existing Conditions	N/A
Division 03		Concrete	N/A
Division 04		Masonry	N/A
Division 05		Metals	N/A
Division 06		Woods & Plastics	N/A
Division 07		Thermal & Moisture	840,602.70
Division 08		Doors and Openings	N/A
Division 09		Finishes	35,680.00
Division 10		Specialties	N/A
Division 11		Equipment	N/A
Division 12		Furnishings	N/A
Division 13		Special Construction	N/A
Division 14		Conveying Systems	N/A
Division 21		Fire Protection	N/A
Division 22		Plumbing	N/A
Division 23		HVAC	N/A
Division 26,27,28		Electrical	N/A
Division 31,32,33		Exterior Improvements	20,000.00
Division 99		General Trades	N/A
		Subtotal	1,001,042.66
		Permitting Allowance	11,000.00
		General Conditions - Labor	121,049.01
	6.50%	Contingency - Contractor (AD Morgan)	65,067.77
		Subtotal	1,198,159.44
	8.00%	Overhead & Profit	95,852.76
	0.85%	Liability Insurance	11,804.94
		Subtotal	1,305,817.14
	0.12%	Builder's Risk Insurance	1,697.87
	1.02%	CM Bonding	15,183.76
	Fixed	Contingency - Owner	64,897.01
		Total	1,387,595.78

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City of St. Petersburg
Roof Replacement at Coliseum
GMP
Estimate Detail
9/28/2026 (Rev 10/16/26)

A.D. MORGAN

Line	Code	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
		DIVISION 01 - GENERAL REQUIREMENTS					$104,759.96	
		General Conditions - Material	1	LS	$104,759.96	$104,759.96		
		DIVISION 02 - EXISTING CONDITIONS					N/A	
	024100	02A - Demolition Package						
		Demolition Package	1	LS	Included In 7B	Included In 7B		
	028200	02C - Abatement Demolition Package						
		Abatement Package	1	LS	Excluded	Excluded		
		DIVISION 03 - CONCRETE					N/A	
		DIVISION 04 - MASONRY					N/A	
		DIVISION 05 - METALS					N/A	
		DIVISION 06 - WOODS AND PLASTICS					N/A	
		DIVISION 07 - THERMAL & MOISTURE					$840,602.70	
	075000	07B - Roofing Package						
		Roofing Package	1	LS	$706,928.00	$706,928.00		Sutter
		$75,000 allowance per Gold Smith Bid Form	1	LS	$75,000.00	$75,000.00		Allowance
		Material Change Allowance (Custom Color PVC)	30000	SF	$1.75	$52,500.00		Allowance
		Deduct for 1/4" Coverboard in Place of 1/2" Coverboard	1	LS	-$6,248.00	-$6,248.00		Deduct Per CB Goldsmith
		Subcontractor Bonding	1	LS	$12,422.70	$12,422.70		
		DIVISION 08 - OPENINGS					N/A	
		DIVISION 09 - FINISHES					$35,680.00	
	095100	09C - Acoustical Ceiling Package						
		Acoustical Ceiling Tile Replacement Allowance	1	LS	$2,000.00	$2,000.00		Allowance
	099100	09G - Painting Package						
		Paint Package	1	LS	$30,130.00	$30,130.00		Paramount
		Add for Continuous Facia Painting	1	LS	$3,550.00	$3,550.00		
		DIVISION 10 - SPECIALITES					N/A	
		DIVISION 11 - EQUIPMENT					N/A	
		DIVISION 12 - FURNISHINGS					N/A	
		DIVISION 13 - SPECIAL CONDITIONS					N/A	
		DIVISION 14 - CONVEYING SYSTEMS					N/A	
		DIVISION 21 - FIRE PROTECTION					N/A	
		DIVISION 22 - PLUMBING					N/A	
		DIVISION 23 - HVAC					N/A	
		DIVISION 26, 27, & 28 ELECTRICAL					N/A	
		DIVISION 31, 32, & 33 SITEWORK					$20,000.00	
		Site Restoration/Tree Trimming Allowance	1	LS	$20,000.00	$20,000.00		Allowance
		DIVISION 99 GENERAL TRADES					N/A	
		SUBTOTALS		Check	TRUE	$1,001,042.66	$1,001,042.66	

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City of St. Petersburg
Roof Replacement at Coliseum
GMP
Estimate Detail
9/28/2026 (Rev 10/16/26)

Line	Code	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
	011001	Permitting Allowance					$11,000.00	
		General Conditions - Labor					$121,049.01	
6.50%		Contingency - Contractor (AD Morgan)					$65,067.77	
		Subtotal					$1,198,159.44	
8.00%	900001	Overhead & Profit					$95,852.76	
0.85%	700002	Liability Insurance					$11,804.94	
		Subtotal					$1,305,817.14	
0.12%	700003	Builder's Risk Insurance					$1,697.87	
1.02%	700001	CM Bonding					$15,183.76	
	Fixed	Contingency - Owner					$64,897.01	
		Total					$1,387,595.78	

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City of St. Petersburg
Roof Replacement at Coliseum
GMP
GENERAL CONDITIONS
9/28/2026 (Rev 10/16/26)

	Fill this in	
	67	Days to Substantial
	28	Days to Final
Project Duration	95	Total Duration
	14	Weeks
	4	Months

LABOR GENERAL CONDITIONS

Line	Cost Code	DESCRIPTION	TIME ON JOB	QUANTITY	UNITS	LABOR /W BURDEN	MATERIAL	TOTAL
	000110	Project Executive	10%	1.4	Weeks	$ 7,468.92	$ -	$ 10,456.49
	000102	Superintendent	100%	14.0	Weeks	$ 4,657.58	$ -	$ 65,206.12
	000112	Project Manager	50%	7.0	Weeks	$ 4,056.04	$ -	$ 28,392.28
	000121	Off-Site Project Coordinator	20%	2.8	Weeks	$ 2,070.09	$ -	$ 5,796.25
	000132	Project Accountant	30%	4.2	Weeks	$ 2,666.16	$ -	$ 11,197.87
							SUBTOTAL LABOR:	$ 121,049.01

MATERIAL GENERAL CONDITIONS

Line	Cost Code	DESCRIPTION	NOTES	QUANTITY	UNITS	LABOR	MATERIAL	TOTAL
		Project Fees, Testing, and Surveying						
	011000	Architectural & Engineering Fees		0	LS	$ -	By Owner	By Owner
		Advertisement & Outreach						
	011050	Legal Advertisement		1	LS	$ -	$ 332.00	$ 332.00
		Photographs						
	011100	Progress Photos		4	Mo	$ -	$ 100.00	$ 400.00
		Reproduction Costs						
	011150	Construction Drawings & Specifications		4	Mo	$ -	$ 500.00	$ 2,000.00
		Jobsite Office / Trailers						
	011204	Storage Trailer/Ground Level Office	1	4	Mo	$ -	$ 1,500.00	$ 6,000.00
	011205	Storage Trailer Set-Up/Removal	1	1	LS	$ -	$ 500.00	$ 500.00
	011206	Office Trailer Furniture		4	Mo	$ -	$ 500.00	$ 2,000.00
	011207	Office Trailer Equipment - Copier/Fax		4	Mo	$ -	$ 600.00	$ 2,400.00
	011208	Office Trailer Supplies		4	Mo	$ -	$ 200.00	$ 800.00
	011209	Ice, Water, Cups		4	Mo	$ -	$ 100.00	$ 400.00
	011210	Delivery/Postage Charge		4	Mo	$ -	$ 100.00	$ 400.00
		Temporary Utilities						
	011251	Temporary Electric - Usage (Building)		4	Mo	$ -	By Owner	By Owner
	011252	Temporary Water - Usage (Monthly)		4	Mo	$ -	By Owner	By Owner
	011253	Temporary Toilets	2	4	Mo	$ -	$ 375.00	$ 3,000.00
	011254	Temporary Wash Stations	1	4	Mo	$ -	$ 150.00	$ 600.00
		Temporary Staging & Parking						
	011303	Staging Restoration		1	LS	$ -	$ 1,500.00	$ 1,500.00
		Dumpsters and Cleaning						
	011350	Daily Clean-Up	Crew Size	14	Week	$ -	$ 600.00	$ 8,400.00
	011353	Final Clean-up - Building		30,000	SF	$ -	$ 0.50	$ 15,000.00
	011356	Trash Removal/ Dump Fees		5	Ea	$ -	$ 600.00	$ 3,000.00
		Temporary Barricades & Fencing						
	011410	Temporary Protection		30,000	SF	$ -	$ 1.00	$ 30,000.00
	011403	Temporary Fencing		500	LF	$ -	$ 15.00	$ 7,500.00
		Tools, Material Access & Rental Equipment						
	011450	Small Tools		4	Mo	$ -	$ 250.00	$ 1,000.00
	011451	Misc. Rental Equipment		4	Mo	$ -	$ 1,000.00	$ 4,000.00
		Jobsite Signage						
	011500	Jobsite Sign		1	LS	$ -	$ 1,500.00	$ 1,500.00
		Safety						
	011550	Safety Inspections		4	Mo	$ -	$ 300.00	$ 1,200.00
	011551	First Aid / Safe Site		4	Mo	$ -	$ 500.00	$ 2,000.00
		Security						
		Technology						
	011651	Technology - Initial Scheduling		1	LS	$ 750.00	$ -	$ 750.00
	011651	Technology - Scheduling Updates		4	Mo	$ 150.00	$ 150.00	$ 1,200.00
	011652	Technology - ProCore Proj Mgmt		1	LS	$ -	$ 4,501.96	$ 4,501.96
	011653	IT / Data Management		4	Mo	$ 250.00	$ 150.00	$ 1,600.00
		BIM / 3D Modeling						
		Travel						
		Close-Out Documentation						
	011751	As Built Survey/ Close Out Documents		1	LS	$ -	$ 2,776.00	$ 2,776.00
							Subtotal - Material	$ 104,759.96
							Total General Conditions	$ 225,808.97
							Total General Conditions per Month	*$ 56,452.24*

DRAFT

City of St. Petersburg
Roof Replacement at Coliseum
GMP
SBE/MBE/WBE Report
9/28/2026 (Rev 10/16/26)

TOTAL GMP AMOUNT: **$ 1,387,595.78**

Bid Breakdown	Solicited	-	Submitted	-	Awarded
Total Number of Bids:	58		11		2
Total Number of SBE/MBE/WBE Bids:	16		0		0

Proposed SBE/MBE/WBE Subcontractor	Type	Scope of Work	Subcontract Amount	% of GMP
None	N/A	N/A	N/A	0.00%
			$ -	
Total SBE/MBE/WBE Subcontract Amount:			**$ -**	**0.00%**

DRAFT

ECID Project No: 25161-130

City of St. Petersburg
Contract Compliance Division
SBE Goal Assignment Form
Internal Use Only

ECID Project Name: Coliseum Roof Replacement

Type:
- ☐ CMAR ☐ DB
- ☒ CM As-Needed: <insert Agreement name>
- ☐ BPA: <insert Agreement name>
- ☐ CPA: <insert Agreement name>

CM or Contractor: A.D. Morgan

Projected GMP or Engineer's Estimate: $ 1,216,463.48

Estimated Cost % of Each Major Project Work Component:
(For example: Masonry, Roofing, HVAC, Electrical, Plumbing, etc.)
Roofing – Approx $770,000 - 96%
Painting - Approx $30,000 – 4%

Potential % of Subcontractor Work Available for SBE Participants:
(Based on the CM's review of available SBE and Scope of Work. Please Explain)
0% based on bid submissions. There were no SBE bid submissions in either of the two bid scopes. There are a limited number of SBE qualified roofers registered with the City of St. Petersburg.

Scope of Work:

Remove the existing roofing systems and install new roofing systems.

Complexity, Background, and Intricacies of the Project:

Coordinating construction activities with the Coliseum staff to ensure pre-scheduled events will not be affected by construction.

Specialty of the Contractor:
Coordinating work in an occupied facility. Working around pre-scheduled events, keeping the interior clean and protected, staff and visitors safe during construction activities.

Additional Notes (any risks involved in the execution of the work):
The most disruptive portion of the project will be the replacement, as required, of the existing decking and roof dry-in. AD Morgan would like to schedule this portion of the project during a period with fewer scheduled events.

City Project Manager: Patrick Green

Contractor Project Manager: TBD

Procurement Analyst:

Compliance Coordinator: Dean Franklin

SBE Goal Assigned: OPEN

Supplier Development Manager Signature: Kourey Hendryx-Bell

Date Approved: 09/03/2026

DRAFT

ALLOWANCES AND CONTINGENCIES

A.D. Morgan has included allowances for the following items:

1. Permitting allowance at $11,000.00.
2. An allowance of $75,000.00 is included in the roofing package per the CB Goldsmith bid form.
3. Roofing material change allowance (i.e. custom color PVC material) at $52,500.00.
4. Acoustical tile replacement allowance at $2,000.00.
5. Site Restoration and tree trimming allowance at $20,000.00.
6. A Contractor Contingency at $65,067.77.
7. An Owner Contingency of $64,897.01.

DRAFT

V. PROJECT SCHEDULE

i. This GMP Pricing is good for 90 days from the date of submission.
ii. This proposal is based upon a construction schedule of 67 calendar days from Notice to Proceed (NTP) to Substantial Completion and 28 calendar days to final completion.
iii. The notice to proceed will be issued after all permits are in place and long lead items have been received. The mobilization date depends on receiving all equipment.
iv. If scheduled event space conflicts or weather delays exceed what is reasonably anticipated AD Morgan reserves the right to a project time extension.
v. Lead Times for supplies:
    a. Material lead times, shop drawings, and contractor scheduling – 8 weeks (dependent on final color/roof system specification).

VI. Phasing Plan

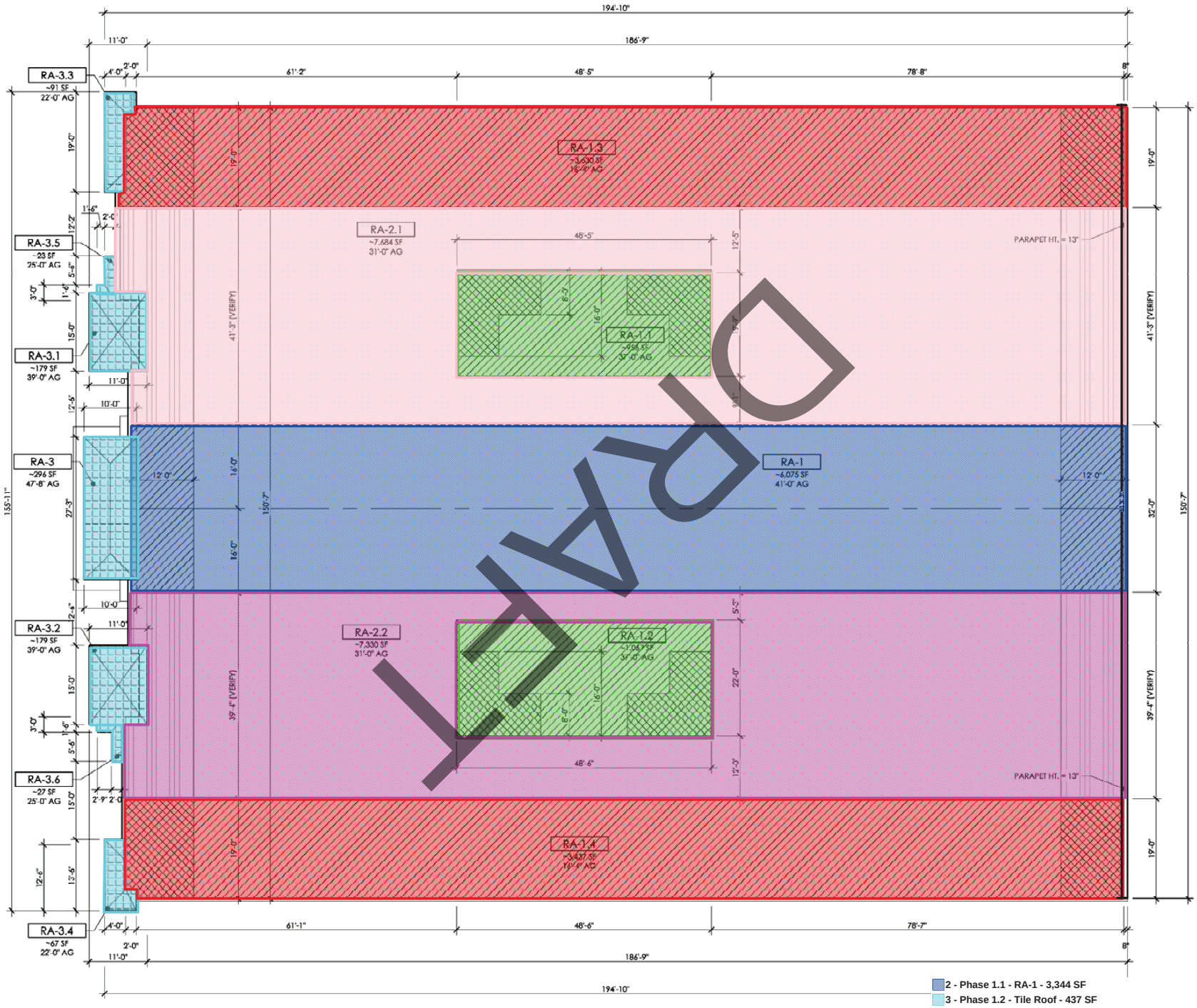
vi. A preliminary phasing plan is included based on AD Morgan's understanding of the project requirements. A final phasing plan will be completed with all stakeholders prior to construction start.

DRAFT

ID	Task Name	Start	Finish
1	**St. Petersburg Coliseum Roof Replacement**	**Fri 9/11/26**	**Fri 6/4/27**
2	**Preconstruction Phase**	**Fri 9/11/26**	**Fri 12/11/26**
3	Submit GMP	Fri 9/11/26	Fri 9/11/26
4	GMP Review and Approval	Fri 9/11/26	Fri 12/11/26
5	**Procurement Phase**	**Mon 12/14/26**	**Fri 2/26/27**
6	Issue Subcontracts	Mon 12/14/26	Fri 12/18/26
7	Scheduling and Lead Time	Mon 12/21/26	Fri 2/26/27
8	**Construction Phase**	**Mon 3/1/27**	**Fri 5/7/27**
9	Mobilization, Site Protection, and Stair Tower	Mon 3/1/27	Wed 3/3/27
10	**Roof Material Replacement Phase**	**Thu 3/4/27**	**Mon 4/12/27**
11	Phase 1.1 - RA-1: Tear-Down, Deck Repair, ISO, and PVC Membrane	Thu 3/4/27	Fri 3/12/27
12	Phase 1.2 - Tile Roof: Tear-Down, Repair, Concrete Tile	Thu 3/4/27	Fri 3/12/27
13	Phase 2.1 - RA-1.1, RA-1.2: Tear-Down, Deck Repair, Metal Panels, ISO, and PVC	Mon 3/15/27	Tue 3/23/27
14	Phase 2.2 - RA-1.3, RA-1.4: Tear-Down, Deck Repair, ISO, and PVC	Mon 3/15/27	Tue 3/23/27
15	Phase 3 - RA-2.1: Tear-Down, Deck Repair, ISO, and PVC Membrane	Wed 3/24/27	Thu 4/1/27
16	Phase 4 - RA-2.2: Tear-Down, Deck Repair, ISO, and PVC Membrane	Fri 4/2/27	Mon 4/12/27
17	**Roof Accessories Installation and Painting Phase**	**Tue 4/13/27**	**Mon 4/26/27**
18	Edge Metal, Coping, and Flashing	Tue 4/13/27	Mon 4/19/27
19	Gutters and Downspouts	Tue 4/13/27	Mon 4/19/27
20	Wall Panels Final and Logo Painting	Tue 4/20/27	Mon 4/26/27
21	Gutters Painting	Tue 4/20/27	Mon 4/26/27
22	Roof Access Ladder Installation	Tue 4/20/27	Mon 4/26/27
23	Final Touchups, Repairs, Site Restoration	Tue 4/27/27	Fri 4/30/27
24	Weather Delay/Coordination Allowance	Mon 5/3/27	Fri 5/7/27
25	Substantial Completion	Fri 5/7/27	Fri 5/7/27
26	**Close-Out Phase**	**Mon 5/10/27**	**Fri 6/4/27**
27	Punch-List	Mon 5/10/27	Fri 6/4/27
28	Close-out Documents	Mon 5/10/27	Fri 6/4/27
29	As-Builts	Mon 5/10/27	Fri 6/4/27
30	Final Completion	Fri 6/4/27	Fri 6/4/27



DRAFT


RA-3.3
~91 SF
22'-0" AG
RA-3.5
~23 SF
25'-0" AG
RA-3.1
~179 SF
39'-0" AG
RA-3
~296 SF
47'-8" AG
RA-3.2
~179 SF
39'-0" AG
RA-3.6
~27 SF
25'-0" AG
RA-3.4
~67 SF
22'-0" AG
RA-1.3
~3,430 SF
18'-4" AG
RA-2.1
~7,684 SF
31'-0" AG
RA-1.1
~958 SF
37'-0" AG
RA-1
~6,075 SF
41'-0" AG
RA-2.2
~7,330 SF
31'-0" AG
RA-1.2
~1,06? SF
37'-0" AG
RA-1.4
~3,427 SF
19'-8" AD
PARAPET HT. = 13"
PARAPET HT. = 13"
194'-10"
186'-9"
155'-11"
150'-7"
61'-1"
48'-6"
78'-7"
2 - Phase 1.1 - RA-1 - 3,344 SF
3 - Phase 1.2 - Tile Roof - 437 SF
4 - Phase 2.1 - RA1.1 and RA1.2 - 1,159 SF
5 - Phase 2.2 - RA1.3 and RA1.4 - 4,094 SF
6 - Phase 3 - RA2.1 - 3,827 SF
7 - Phase 4 - RA2.2 - 3,547 SF

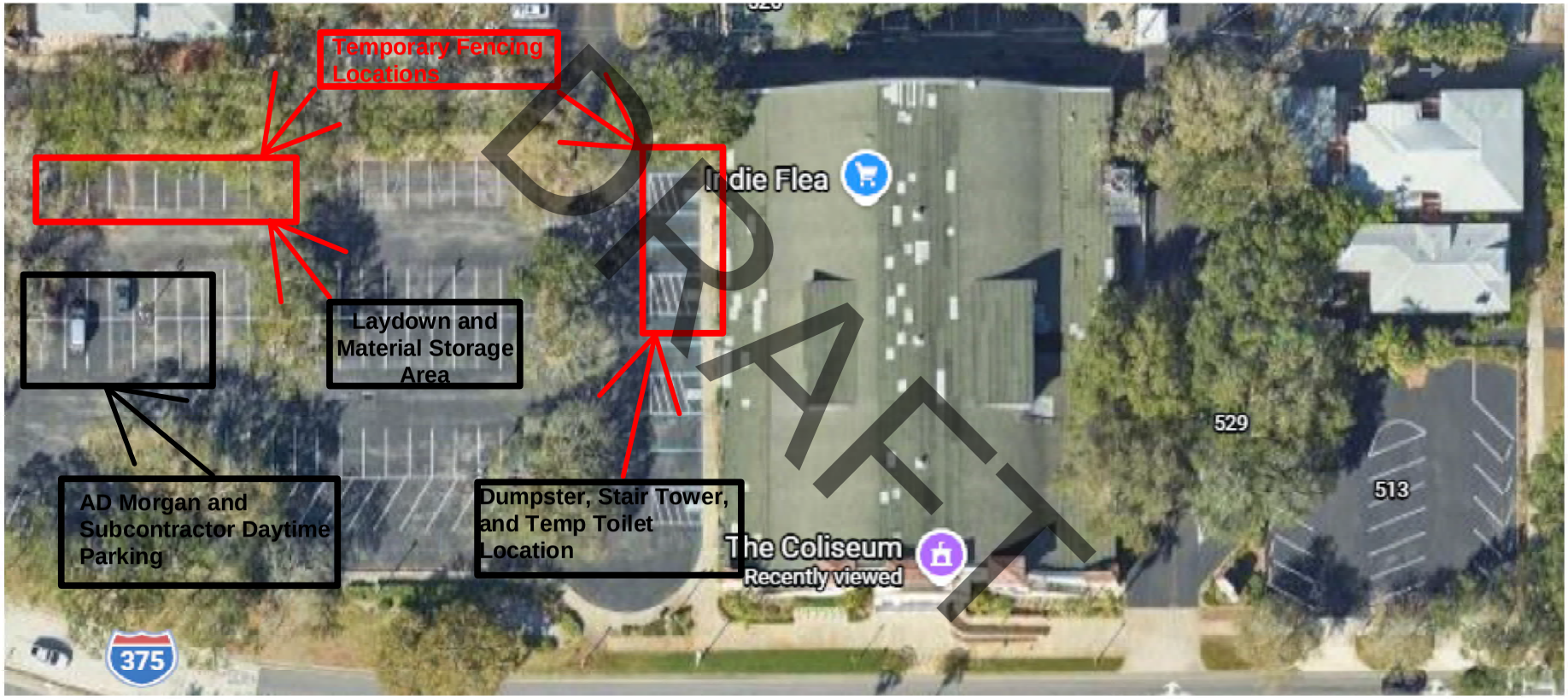
DRAFT

VII. SITE LOGISTICS PLAN

The site logistics plan is based on having access to the parking lot on the west side of the property for worker parking, temporary toilets, dumpsters, and storage. This area will also be used for Lull/Forklift access to place roofing materials at roof level and will be the location of the temporary stair tower.

The owner to provide a space inside the existing building for the superintendent office and job site meetings instead of the expense of providing a stand-alone office trailer.

DRAFT


Temporary Fencing Locations
Laydown and Material Storage Area
AD Morgan and Subcontractor Daytime Parking
Dumpster, Stair Tower, and Temp Toilet Location
Indie Flea
The Coliseum
Recently viewed
529
513
375
DRAFT

VIII. SUBCONTRACTOR BID TABS AND LEGAL AD

DRAFT

Project Name:	Roof Replacement at St. Petersburg Coliseum
Owner:	City of St Petersburg
Bid Package:	Roofing Package
Bid Opening Date:	8/21/2026
Bid Opening Time:	10:00 AM

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid	Notes	Alternates
Sutter Roofing	$679,358.00	Excludes Bond	N/A
Crowther Roofing	$782,475.00	Excludes Bond	N/A
Ryman Roofing	$793,068.00	Excludes Bond	N/A
Jenkins Roofing	$797,220.00	Bond Included	N/A
Quality Roofing	$848,000.00	Excludes Bond	Provide wood blocking at Gutter Edge - $10000/ Adjustable Hip and Ridge Riser - $5,000
Old World Craftsmen	$876,100.00	Alternate 1 and 2 on proposal added to base bid / Excludes Bond	Replacement of 15% of wall sheathing under metal wall panels.
Crown Roofing	$893,171.00	Includes $75,000 contingency allowance and bond.	N/A
Service Works Commercial Roofing	$1,009,000.00	Bond Included	N/A

DRAFT

BIDS OPENED BY:	BID OPENING WITNESSED BY:
Kevin Monsen (Signature)	(Signature)
Kevin Monsen (Name & Title)	(Name & Title)

Project Name:	Roof Replacement at St. Petersburg Coliseum
Owner:	City of St Petersburg
Bid Package:	Painting Package
Bid Opening Date:	8/21/2026
Bid Opening Time:	10:00 AM

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid	Notes	Alternates
Jamestown Painting	$7,225.00	Incomplete proposal - missing sign painting	N/A
Paramount Painting	$33,130.00	N/A	N/A
RC/DC	$45,400.00	Direct to metal coating on aluminum	N/A
B&G Painting	No Bid	N/A	N/A
Service Painting Corporation	No Bid	N/A	N/A
C&C Painting	No Bid	N/A	N/A
Dunkman Paint	No Bid	N/A	N/A
Southern Plains Painting	No Bid	N/A	N/A

DRAFT

BIDS OPENED BY:

Kevin Monsen
(Signature)

Kevin Monsen
(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

Tampa Bay Times
tampabay.com

Invoice

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Invoice number	AE0AD9BA-0007
Date of issue	Jul 22, 2026
Date due	Jul 22, 2026
Notice Id	6i0ixkCv3vBYD39wEVAO
Publisher	Tampa Bay Times Pinellas Coun

Bill to
AD Morgan

$332.00 due July 22, 2026

=== Notes ===
Notice Name: St Pete Coliseum Reroof
Order Number:

=== **How to pay this invoice** ===
This publisher accepts online payment via credit or debit card, or ACH bank transfers. Please click here to pay online.
Please note that, once paid, the merchant name on your billing statements will be Column Software PBC.

DRAFT

Description	Qty	Unit price	Amount
7/26/2026: Custom notice (Sunday Rate)	1	332.00	332.00
		Subtotal	$332.00
		Tax	0.00
		Amount due	$332.00

Pay here: https://www.column.us/invoices/JqFcbdDki0r72hl6gBE8/pay

Tampa Bay Times
tampabay.com

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Tampa Bay Times Pinellas County, a Daily newspaper printed in St. Petersburg, in Pinellas County, Florida that the attached copy of advertisement being a Legal Notice in the matter **St Pete Coliseum Reroof** was published in said newspaper by print in the issues of Pinellas or by publication on the newspaper's website, if authorized, on
Jul. 26, 2026

Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida each day and has been entered as a second class mail matter at the post office in said Pinellas County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisment for publication in the said newspaper.

(Signed)_____

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this:

_____
Notary Public

DRAFT

INVITATION TO BID – St. Petersburg Coliseum Roof Replacement
A.D. Morgan Corporation, the Construction Manager, invites your company to bid The City of St. Petersburg – Coliseum Roof Replacement Project. The work consists of roof replacement to the Cities Coliseum building, associated roof deck and wood repair, and associated painting.

BID DOCUMENTS: The bid documents are available thru A.D. Morgan Corporations' Building Connected Website. All interested bidders can send an email to kmonsen@admorgan.com to receive a link to all the bid documents.

PREQUALIFICATION: All Bidders must be currently prequalified with A.D. Morgan Corporation. To confirm your status contact Kevin Monsen at kmonsen@admorgan.com and you will receive link to Compass for Prequalification's.

SITE VISIT: A non-mandatory site visit will be conducted prior to the bid date at the project location. Please email kmonsen@admorgan.com, if you would like to attend.

BID BONDING: All bids exceeding $50,000 will be required to provide a 100% performance and payment bond.

BIDS should be submitted no later than **12:00 PM August 20, 2026, through Building Connected.** Do not email, mail, or fax bids. Please email kmonsen@admorgan.com for an invitation to the Building Connected site for bid submission.

A.D. Morgan Corporation reserves the right to reject any or all bids and waive informalities in any bid. Information on the bid documents is available by contacting Kevin Monsen by email at kmonsen@admorgan.com or at 813-832-3033.

07/26/26 97810

Approvals - gcc
Report • Printed on November 6, 2026

Approved

! Important

11/19 Council - AD Morgan - Coliseum Roof - GMP

Attachments

AD Morgan - Coliseum Roof -
https://stpete1-my.sharepoint.com/:l

Final status: Approved

SM **Step 2: Approved by**
Stacey McKee 11/6/2026 9:36:07 AM

BP **Step 1: Approved by**
Brejesh Prayman 11/6/2026 9:35:03 AM

SJ **Requested by**
Sarah B. Johnson 11/6/2026 9:29:41 AM

Approvals - gcc
Report • Printed on November 5, 2026

Approved

Pre-approval 11/19 - AD Morgan - Coliseum Roof - GMP

PM - Patrick Green

Attachments

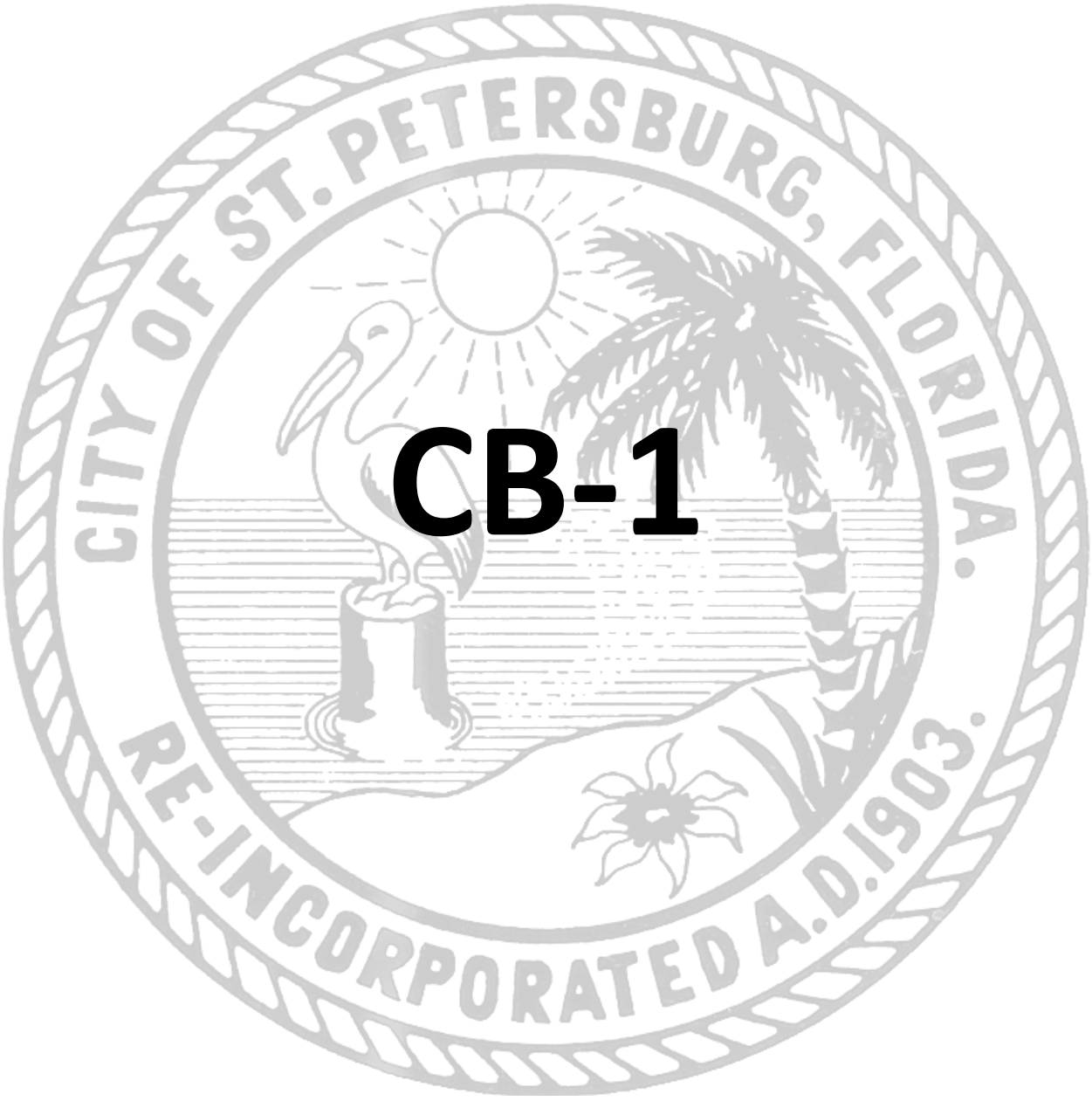
AD Morgan - Coliseum Roof -
https://stpete1-my.sharepoint.com/:

Final status: Approved

CT Approved by
Claude Tankersley 11/5/2026 2:52:53 PM

SJ Requested by
Sarah B. Johnson 11/2/2026 8:28:21 AM

The following page(s) contain the backup material for Agenda Item: Approving the renewal of an agreement with Lawmens & Shooters Supply Inc., for police and fire accessories, in the amount of $50,000.
Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Approving the renewal of an agreement with Lawmen's & Shooters' Supply Inc., for police and fire accessories, in the amount of $50,000.

Explanation: The vendor furnishes and delivers accessories such as badges, belts, and holsters. These items are stocked at the Consolidated Warehouse (CW).

The Procurement and Supply Management Department, in cooperation with the Police and Fire Rescue Departments, recommends for renewal:

Lawmen's & Shooters' Supply Inc. (Titusville, FL) ……. $50,000

The original agreement was executed on February 5, 2024 and $91,906.00 has been spent during the initial term. The vendor has agreed to renew under the same terms and conditions. Administration recommends renewal of the agreement based on vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from January 31, 2027 through January 31, 2029, with no renewal options remaining. Payment will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department, Uniform Services Bureau Division (140-1461), Fire Rescue Department, Suppression Division (150-1497) and the Emergency Medical Services Fund (1009), Fire Rescue Department, EMS Division (150-1513). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

Attachments: Resolution

RESOLUTION NO. 2026-____

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH LAWMEN'S & SHOOTERS' SUPPLY INC., FOR POLICE AND FIRE ACCESSORIES FOR THE POLICE AND FIRE RESCUE DEPARTMENTS TO EXTEND THE TERM THROUGH JANUARY 31, 2029, AND INCREASE THE TOTAL CONTRACT AMOUNT BY $50,000 FOR THE RENEWAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 5, 2024, the City entered into an agreement with Lawmen's & Shooters' Supply Inc., for police and fire accessories for the Police and Fire Departments ("Agreement"); and

WHEREAS, the total spend to date for this contract is $91,906; and

WHEREAS, the City desires to exercise the renewal option in the Agreement to extend the term through January 31, 2029, and increase the total contract amount by $50,000 for the renewal term; and

WHEREAS, Lawmen's & Shooters' Supply Inc., has agreed to renew the Agreement under the same terms and conditions; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Police and Fire Rescue Departments, recommends approval of this Resolution; and

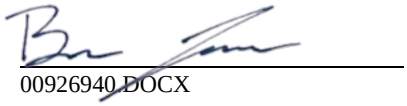
WHEREAS, Funds have been previously appropriated in the General Fund (0001), Police Department, Uniform Services Bureau Division (140-1461), Fire Rescue Department, Suppression Division (150-1497) and the Emergency Medical Services Fund (1009), Fire Rescue Department, EMS Division (150-1513).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the renewal option to the Agreement with Lawmen's and Shooters' Supply Inc., for police and fire accessories for the Police and Fire Rescue Departments to extend the term through January 31, 2029, and increase the total contract amount by $50,000 for the renewal term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:



00926940.DOCX



Approvals - gcc
Report • Printed on October 13, 2026

Approved

11/19 Council - Uniforms, Police & Fire Accessories

Hello! Please find the attached council item for Police and Fire Accessories that is scheduled to appear on 11/19 council.

Attachments

Consent
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

DG **Step 5: Approved by**
David J. Gerardo 10/13/2026 9:59:33 AM

MM **Step 4: Approved by**
Megan C. McGee 10/12/2026 4:02:49 PM

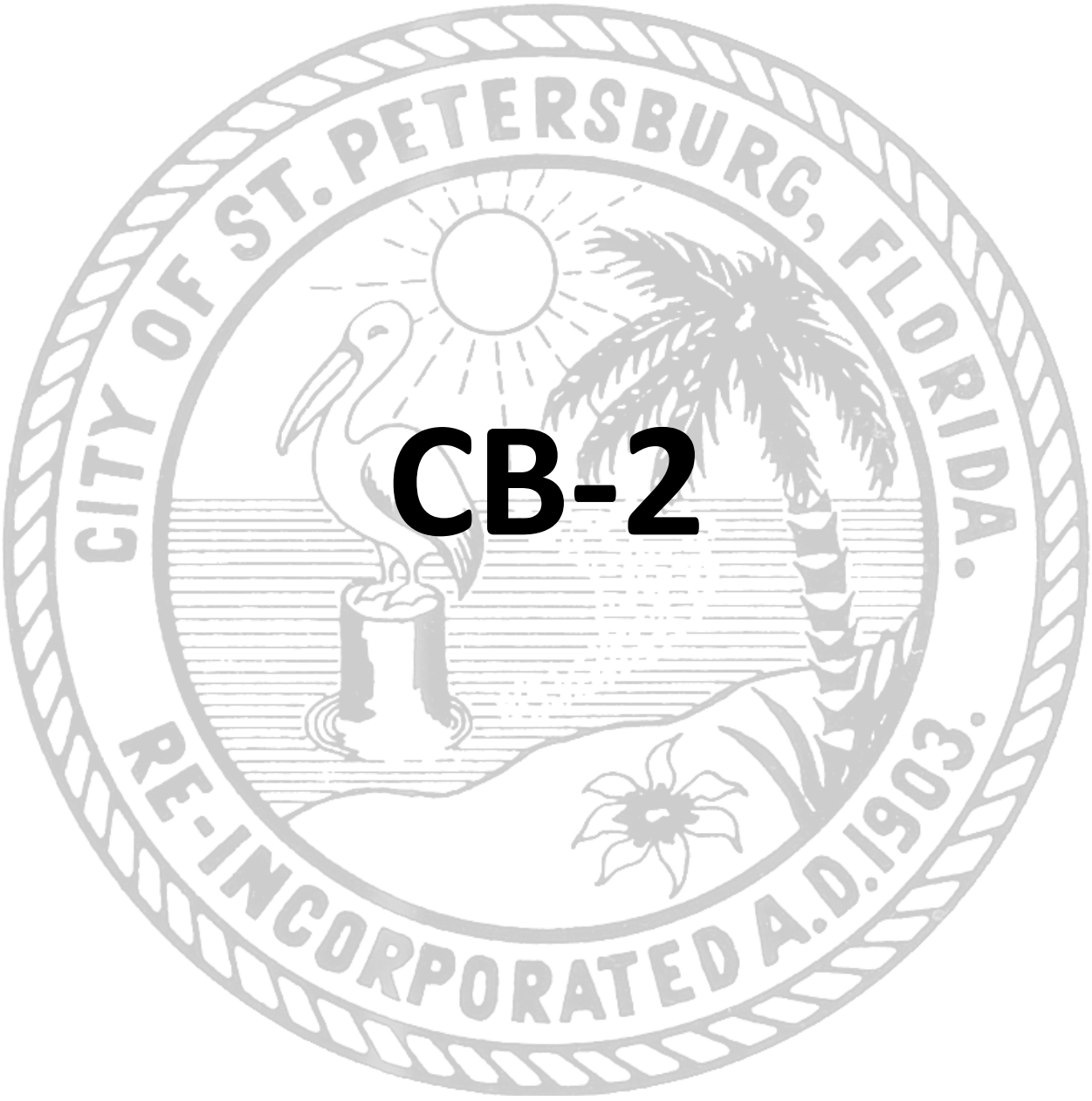
SS **Step 3: Approved by**
Stephanie S. Scarbrough 10/12/2026 3:01:26 PM

PP **Step 2: Approved by**
Patricia Pena 10/9/2026 8:57:11 AM

VA **Step 1: Approved by**
Victoria L. Amerson 10/9/2026 8:56:12 AM

KW **Requested by**
Kaela Williamson 10/7/2026 12:07:01 PM

The following page(s) contain the backup material for Agenda Item: Accepting proposals and approving award of agreements with Angie Brewer & Associates LC, Raftelis Financial Consultants, Inc, and Stantec Consulting Services, Inc. for rate study, financial feasibility, and grant compliance consulting services for the Engineering Department.
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Accepting proposals and approving award of agreements with Angie Brewer & Associates LC, Raftelis Financial Consultants, Inc, and Stantec Consulting Services, Inc. for rate study, financial feasibility, and grant compliance consulting services for the Engineering Department.

Explanation: The Procurement and Supply Management Department issued RFP- 26-259 for Rate Study, Financial Feasibility, and Grant Compliance Consulting Services on May 26, 2026. The proposals were due on July 9, 2026, and opened thereafter. The City received three proposals from the following firms:

1. Angie Brewer & Associates LC
2. Raftelis Financial Consultants, Inc
3. Stantec Consulting Services, Inc

Evaluations of the proposals were conducted by the following staff:

Brejesh Prayman, Director, Engineering & Capital Improvements
Roger Johnson, Engineering Design Manager
Cristina Pellizzetti, Engineering Design Manager
Lance Stanford, Public Works Service Manager

The proposals were evaluated based on the following criteria:

- Qualifications and Experience of Firm and Staff 40%
- Project Approach 30%
- Cost Analysis 20%
- Business Enterprise Program Outreach and Utilization 10%

On July 28, 2026, the proposals were evaluated solely on the evaluation criteria established in the RFP. The firms were scored, and the evaluation committee shortlisted all three firms for interviews.

On September 10,2026, the evaluation committee interviewed each of the shortlisted firms. The firms were scored, and all three firms were recommended for award.

1. Angie Brewer & Associates LC
2. Raftelis Financial Consultants, Inc
3. Stantec Consulting Services, Inc

The above firms have met the qualifications of RFP-26-259, dated May 26, 2026. The consulting services will include, but are not limited to, needs and capacity analyses, review of current and historic financial data and customer billing statistics, revenue sufficiency and cost of service analyses, development of proposed rate schedules and wholesale customer true-ups, state and federal financial compliance support for grants and loan financing, preparation of funding requests and grantor agency reporting, compliance monitoring, review of contractor payment applications and change orders for loan eligibility, implementation of rate updates into the City's Utility Billing System, public outreach, presentations to City Council and advisory boards, and other related financial consulting services as required. Each of the three firms will be entering into a Professional Services Agreement for one (1) year with three (3) successive one (1) year renewal periods. Payment will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

Attachments: Technical Evaluation
Resolution

Technical Evaluation
RFP-26-259, Rate Study, Financial Feasibility and Grant Compliance

Evaluated Firms

1. Angie Brewer & Associates LC
2. Raftelis Financial Consultants, Inc
3. Stantec Consulting Services, Inc

Evaluation Criteria

The proposals were evaluated and scored based on the following criteria:

Qualifications and Experience of Firm and Staff	40 possible points
Project Approach	30 possible points
Cost Analysis	20 possible points
Business Enterprise Program Outreach and Utilization	10 possible points

Tabulation of Scores

The evaluation committee scored the firms based on a possible total score of 100 were as follows:

Company	Score	Rank
Angie Brewer & Associates LC	92.75	1
Stantec Consulting Services, Inc	84.75	2
Raftelis Financial Consultants, Inc	80.75	3

Angie Brewer & Associates LC, Raftelis Financial Consultants, Inc, and Stantec Consulting Services, Inc have met the qualifications of RFP- 26-259 and was determined to be the most qualified firm, taking into considerations their experience of providing these services and the evaluation criteria set forth in the RFP.

RESOLUTION NO. 2026-____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AGREEMENTS TO ANGIE BREWER & ASSOCIATES LC, RAFTELIS FINANCIAL CONSULTANTS, INC., AND STANTEC CONSULTING SERVICES, INC. FOR RATE STUDY, FINANCIAL FEASIBILITY AND GRANT COMPLIANCE CONSULTING SERVICES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP 26-259 dated May 26, 2026 ("RFP") for Rate Study, Financial Feasibility and Grant Compliance Consulting Services; and

WHEREAS, the Procurement & Supply Management Department received three (3) proposals in response to the RFP; and

WHEREAS, the proposals were evaluated based on the criteria set forth in the RFP and the evaluation committee determined that the proposals submitted by Angie Brewer & Associates LC, Raftelis Financial Consultants, Inc., and Stantec Consulting Services, Inc. to provide rate study, financial feasibility and grant compliance consulting services (the "firms") to be the most advantageous to the City; and

WHEREAS, the firms have met the requirements of the RFP; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Department recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposals are accepted and the award of agreements to Angie Brewer & Associates LC, Raftelis Financial Consultants, Inc., and Stantec Consulting Services, Inc. for rate study, financial feasibility and grant compliance consulting services are hereby approved.

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

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00928276.DOCX

Approvals - gcc
Report • Printed on October 26, 2026

Approved

950-10 Rate Study, Financial Feasibility and Grant Compliance, November 5, 2026

Attachments

Council Documents
https://stpete1.sharepoint.com/:f:/s/

Final status: Approved

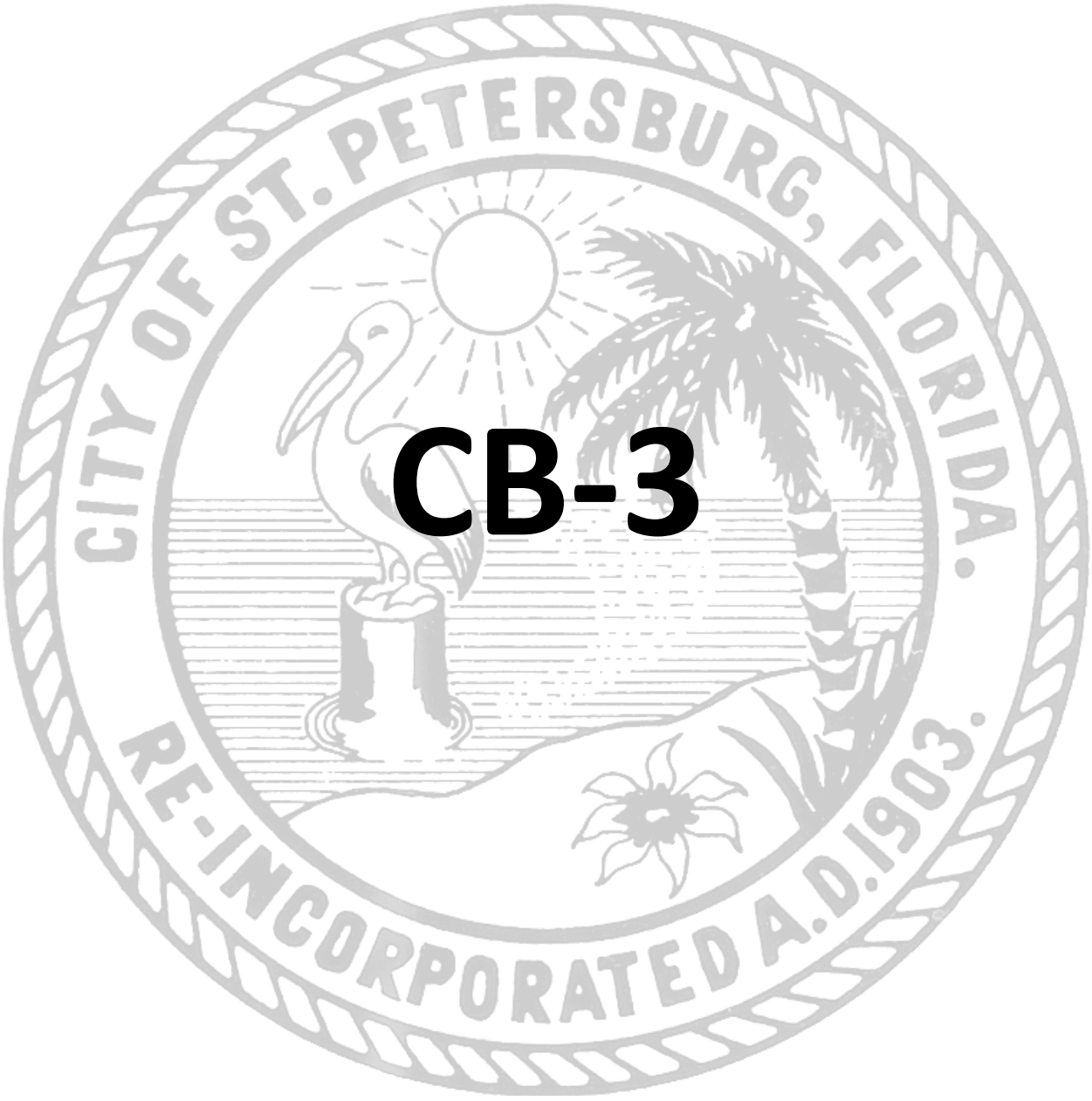
Step 3: 1 of 2 recipients approved
Sarah B. Johnson, Claude Tankersley

BP **Step 2: Approved by**
Brejesh Prayman 10/20/2026 8:25:32 PM

SM **Step 1: Approved by**
Stacey McKee 10/5/2026 3:25:00 PM

VA **Requested by**
Victoria L. Amerson 10/5/2026 3:20:42 PM

The following page(s) contain the backup material for Agenda Item: Approving the renewal of an agreement with DLT Solutions, LLC for software support and maintenance of the Autodesk subscription software in the amount of $495,000
Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Approving the renewal of an agreement with DLT Solutions, LLC for software support and maintenance of the Autodesk subscription software in the amount of $495,000

Explanation: The vendor provides all licenses, software, support services, maintenance, and product and help documentation for the software used for 2D and 3D computer-aided design (CAD) and hydraulic modeling in engineering, facilities management, and transportation.

The Procurement and Supply Management Department, in cooperation with the Department of Technology Services, recommends for renewal:

DLT Solutions, LLC (Plantation, FL) $495,000
(Three-years @ $165,000/year)

The original agreement was executed on December 29, 2025 and $86,700.21 has been spent during the initial term. The increase in the renewal amount is primarily attributable to the consolidation of Autodesk software licensing under a single renewal agreement through DLT, the designated government reseller of Autodesk software. Autodesk acquired software products previously offered by Innovyze, including InfoAsset Manager and InfoWater Pro, which have been utilized by the Engineering and Water Resources departments for several years. These specialized modeling applications represent a significant portion of the overall software costs. Although these products are now included under Autodesk, the associated expenses were previously incurred separately and are now incorporated into the consolidated renewal. Accordingly, the increase in the agreement amount reflects the consolidation of existing software licensing costs over a three-year period rather than solely an increase in software expenditures. The vendor has agreed to renew under the same terms and conditions. Administration recommends renewal of the agreement based on vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from December 30, 2026 through December 29, 2029 with subsequent renewal options available. Payment will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in various departments, the Technology Services Operating Fund (5011), Department of Technology Services, GIS Division (850-2581) and (4011), Water Resources Department, Wastewater Maintenance Division (420-2145). 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 REGARDING THE DECEMBER 29, 2025 AGREEMENT BETWEEN THE CITY AND DLT SOLUTIONS, LLC, FOR SOFTWARE SUPPORT AND MAINTENANCE OF THE AUTODESK SUBSCRIPTION SOFTWARE; APPROVING RENEWAL OF THAT AGREEMENT FOR A FEE OF $495,000 TO COVER A THREE-YEAR PERIOD RUNNING FROM DECEMBER 30, 2026, THROUGH DECEMBER 29, 2029; AUTHORIZING EXECUTION OF ANY DOCUMENT NECESSARY TO EFFECTUATE THAT APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City utilizes certain licenses, software, support services, maintenance, and product and help documentation for the software used for 2D and 3D computer-aided design (CAD) and hydraulic modeling in engineering, facilities management, and transportation (collectively, the "Deliverables"); and

WHEREAS, the Deliverables include software from Autodesk, along with products previously offered by Innovyze, including InfoAsset Manager and InfoWater Pro, which have been utilized by the Engineering and Water Resources departments for several years; and

WHEREAS, DLT Solutions, LLC (the "Contractor") is an authorized government reseller of the Deliverables; and

WHEREAS, on December 29, 2025, pursuant to the Mayor's approval authority under City Code section 2-189(a), the City entered into an agreement with the Contractor under which the City would obtain the Deliverables for the initial term (as may be amended from time-to-time, the "Agreement"); and

WHEREAS, the City and the Contractor now desire to renew the Agreement for an amount of $495,000 to cover a three-year period running from December 30, 2026, through December 29, 2029 (the "Renewal"); and

WHEREAS, the Procurement and Supply Management Director has determined that the Renewal qualifies for sole-source procurement pursuant to City Code subsection 2-196; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Department of Technology Services, recommends that City Council approve the Renewal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, in consideration of the information described in the foregoing recitals and pursuant to City Code sections 2-189(b) and 2-196, hereby approves the Renewal.

BE IT FURTHER RESOLVED that the Mayor (or his designee) is authorized to execute any document necessary to effectuate the approval of City Council stated above.

This resolution will become effective immediately upon adoption.

LEGAL: ADMINISTRATION:

Approvals - gcc
Report • Printed on October 16, 2026

Approved

11/5 Council; DLT Autodesk Subscription Renewal

Please find the attached consent for the Autodesk subscription renewal for the Department of Technology Services that is scheduled to appear on 11/5 council.

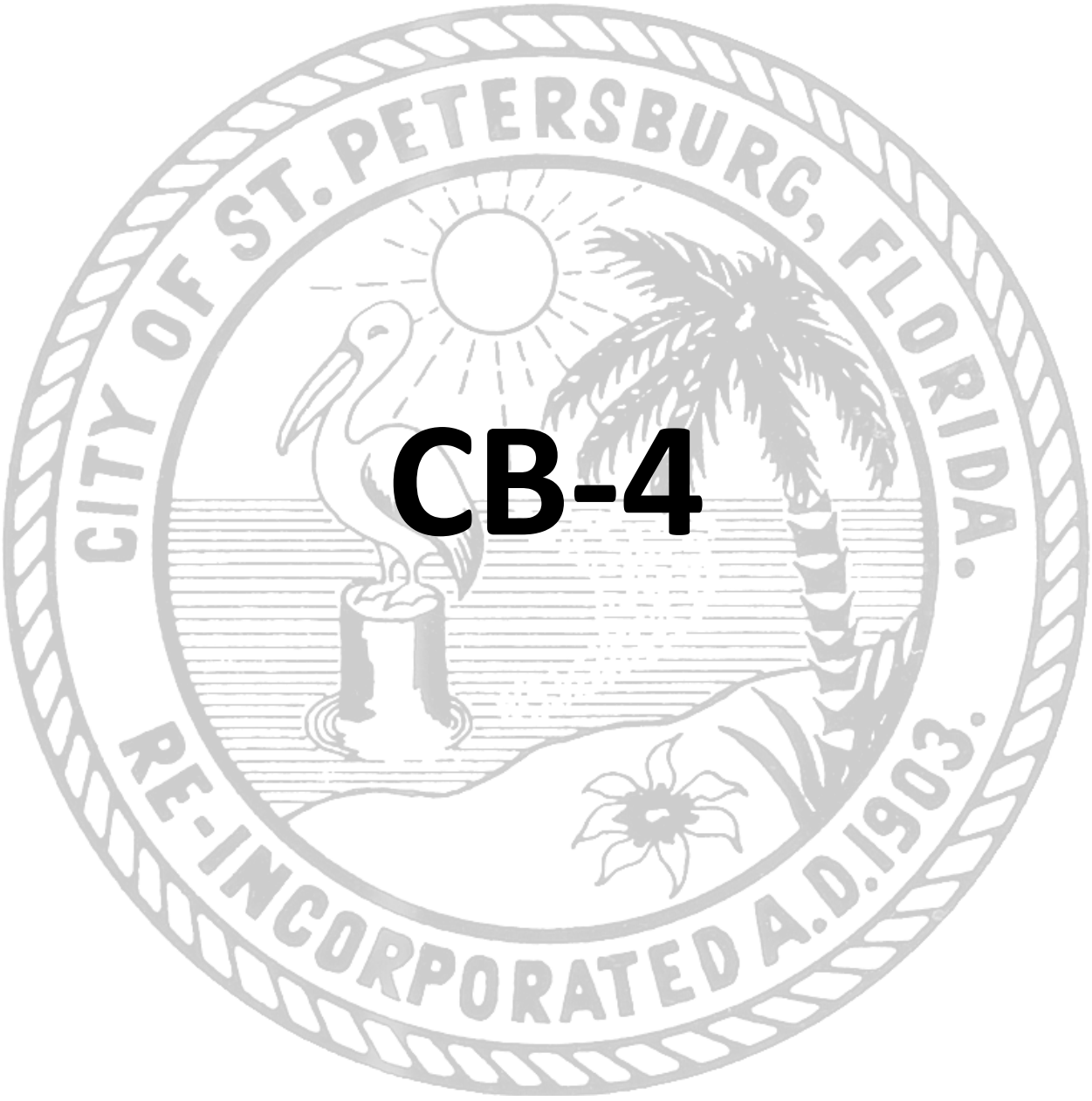
Attachments

Consent
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

TG	**Step 4: Approved by** Tom Greene	10/16/2026 9:57:41 AM
MG	**Step 3: Approved by** Muslim A. Gadiwalla	10/12/2026 11:48:34 AM
NC	**Step 2: Approved by** Noah D. Caprio	10/9/2026 9:43:20 AM
VA	**Step 1: Approved by** Victoria L. Amerson	10/9/2026 8:56:57 AM
KW	**Requested by** Kaela Williamson	10/9/2026 8:04:48 AM

The following page(s) contain the backup material for Agenda Item: Accepting a proposal and approving award of an agreement with Ajax Building Company, LLC for preconstruction services for the Police K-9 Compound (ECID Project No. 22209-118, Oracle No. 21621), for the Engineering and Capital Improvements Department, in the amount of $99,554.
Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Accepting a proposal and approving award of an agreement with Ajax Building Company, LLC for preconstruction services for the Police K-9 Compound (ECID Project No. 22209-118, Oracle No. 21621), for the Engineering and Capital Improvements Department, in the amount of $99,554.

Explanation: The Procurement and Supply Management Department issued RFP-26-206 on April 23, 2026. The proposals were due on June 9, 2026 and opened thereafter. The Procurement and Supply Management Department received 13 proposals for the Police K-9 Compound Project:

The 13 proposals were received from:

#	***Offerors***	***Amount*** *(Pre Construction & Construction Fees)*
1.	Ajax Building Company, LLC	$485,000
2.	Erickson & Lindstom Construction Co.	20,000 + 4% of construction cost
3.	Foresight Construction Group, Inc.	525,760
4.	Halfacre Construction Company	636,000
5.	Hennessy Construction Services Corp.	587,813
6.	H. J. High Construction	681,000
7.	Horus Construction Services, Inc.	460,000
8.	J. O. DeLotto & Sons, Inc.	500,550
9.	Kokolakis Contracting	715,790
10	Landry/French Construction	362,000
11	Leopardo Construction	575,936
12	The A.D. Morgan Corporation	522,000
13	Willis A. Smith Construction, Inc.	465,000

Erickson & Lindstom Construction Co. was deemed non-responsive because their fee proposal was submitted as cost-plus-percentage-of-cost or percentage-of-construction-cost. Per 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), cost-plus-percentage-of-cost or percentage-of-construction-cost methods of contracting are prohibited.

Evaluations of the proposals were conducted by the following staff:

Brejesh Prayman, Engineering and Capital Improvements Director
David Gerardo, Assistant Chief of Police
Michael Kovacsev, Assistant Chief of Police
Cristina Pellizzetti, Engineering Design Manager
Mark Laney, Capital Improvements Construction Coordinator
Jeffrey Rzewnicki, Civil Engineer

The proposals were evaluated based on the following criteria:

- Qualifications and Experience of Firm and Staff 45%
- Project Approach 30%
- Cost Analysis 15%
- Business Enterprise Program Outreach and Utilization 10%

On June 26, 2026, the proposals were evaluated solely on the evaluation criteria established in the RFP. The firms were scored, and the evaluation committee shortlisted the top 4 firms for interviews.

On August 7,2026, the evaluation committee interviewed each of the shortlisted firms. The firms were scored, and top firm was recommended for award.

Ajax Building Company, LLC's, primary purpose on this Project will be to provide CMAR services for the construction of the Police K-9 compound. The project will be located across the addresses 2311 7th Avenue South through 2399 8th Avenue South in St. Petersburg. It spans multiple parcels identified as vacant land, totaling approximately 2.64 acres. The site will require re-platting and vacation of an alley.

Preconstruction services begin with Ajax working closely with Wannemacher Jensen Architects, LLC ("A/E") to develop a cost plan. Further, Ajax will provide preconstruction services that include, but are not limited to, refinement of cost estimates during the design phase, coordination with the City and A/E firms, project management and document control, site and soil contamination assessment, constructability reviews, value engineering, market condition assessments, subcontractor procurement and SBE outreach, planning for maintenance of operations, project scheduling, preparation of cost estimates, and providing support for permitting, LEED Gold certification and grant compliance, and public engagement. At the conclusion of subcontractor bidding, Ajax Building Company, LLC (Ajax) will submit a Guaranteed Maximum Price (GMP) proposal outlining price, alternates, schedule and related documentation to form the basis of a contract amendment. Ajax shall also comply with the City's local hiring ordinance provisions. The Preconstruction Phase fee is as follows:

Total Preconstruction Phase Fee…….. $99,554

Ajax has met the requirements of RFP-26-206 dated January 20, 2026. The Construction Phase shall commence upon City Council's approval of a Guaranteed Maximum Price Amendment ("GMP Amendment") and the issuance of a Notice to Proceed. The GMP Amendment will include the Cost of the Work plus the Construction Manager's Fee. During the Construction Phase, the Construction Manager will assume responsibility as the contractor and will proceed with construction. All construction work will be competitively bid out by Ajax in accordance with the terms and conditions set forth in the CMAR Agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Public Safety Capital Improvement Fund (3025), Police K-9 Compound Project (21621).

Attachments: Technical Evaluation
Resolution

Technical Evaluation
RFP-26-206, Police K-9 Compound (Project No. 22209-118)

Evaluated Firms

1. Ajax Building Company, LLC
2. Foresight Construction Group, Inc.
3. Halfacre Construction Company
4. Hennessy Construction Services Corp.
5. H. J. High Construction
6. Horus Construction Services, Inc.
7. J. O. DeLotto & Sons, Inc.
8. Kokolakis Contracting
9. Landry/French Construction
10. Leopardo Construction
11. The A.D. Morgan Corporation
12. Willis A. Smith Construction, Inc.

Evaluation Criteria

The proposals were evaluated and scored based on the following criteria:

Qualifications and Experience of Firm and Staff	45 possible points
Project Approach	30 possible points
Cost Analysis	15 possible points
Business Enterprise Program Outreach and Utilization	10 possible points

Tabulation of Scores

The evaluation committee scored the firms based on a possible total score of 100 were as follows:

Company	Score	Rank
Ajax Building Company, LLC	86.65	1
Willis A. Smith Construction, Inc.	80.93	2
Landry/French Construction	78.25	3
H. J. High Construction	77.81	4
Hennessy Construction Services Corp.	76.7	5
The A.D. Morgan Corporation	76.19	6
Halfacre Construction Company	75.91	7
J. O. DeLotto & Sons, Inc.	74.93	8
Foresight Construction Group, Inc.	72.66	9
Kokolakis Contracting	71.5	10
Horus Construction Services, Inc.	64.64	11
Leopardo Construction	63.72	12

Shortlisted Firms

1. Ajax Building Company, LLC
2. Willis A. Smith Construction, Inc.
3. Landry/French Construction
4. H. J. High Construction

Evaluation Criteria

The interviews were evaluated and scored based on the following criteria:

Demonstrated understanding of the project scope, objectives, and the City's needs	40 possible points
Qualifications, experience, and collaboration of the proposed project team	35 possible points
Quality, clarity, and responsiveness of answers provided during the interview	25 possible points

Final Ranking

The evaluation committee scored the firms based on a possible total score of 100 were as follows:

Company	**Score**	**Rank**
Ajax Building Company, LLC	89.60	1
Willis A. Smith Construction, Inc.	87.71	2
H. J. High Construction	79.29	3
Landry/French Construction	70.17	4

Ajax Building Company, LLC has met the qualifications of RFP-26-206 and was determined to be the most qualified firm, taking into considerations their experience of providing these services and the evaluation criteria set forth in the RFP.

RESOLUTION NO. 2026-___

A RESOLUTION APPROVING A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE ("CMAR AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AJAX BUILDING COMPANY, LLC ("AJAX BUILDING") FOR AJAX BUILDING TO PROVIDE PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES FOR THE POLICE K-9 COMPOUND PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CMAR AGREEMENT; AUTHORIZING PAYMENT TO AJAX BUILDING IN AN AMOUNT NOT TO EXCEED $99,554 FOR PRECONSTRUCTION PHASE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued Request for Proposals ("RFP") No. 26-206, Construction Management Services, Police K-9 Compound on June 9, 2026; and

WHEREAS, the Procurement & Supply Management Department received thirteen (13) proposals in response to the RFP; and

WHEREAS, the proposal submitted by Erickson & Lindstrom Construction Co. was deemed non-responsive; and

WHEREAS, the evaluation committee (Brejesh Prayman, David Gerardo, Michael Kovacsev, Cristina Pellizzetti, Mark Laney, and Jeffrey Rzewnicki) met on June 26, 2026 to discuss the proposals, shortlisted to four (4) firms and decided to hear presentations from the shortlisted firms on August 7, 2026; and

WHEREAS, on August 7, 2026, the evaluation committee heard presentations and conducted interviews with the four (4) shortlisted firms 1) Ajax Building Company, LLC ("Ajax Building"), 2) Willis A. Smith Construction, Inc., 3) Landry/French Construction and 4) H. J. High Construction; and

WHEREAS, based on the presentations, proposals and other materials submitted, the evaluation committee selected Ajax Building; and

WHEREAS, Administration recommends contracting with Ajax Building for preconstruction and construction phase services for the Police K-9 Compound project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("CMAR Agreement") between the City of St. Petersburg, Florida and Ajax Building Company, LLC ("Ajax Building") for Ajax Building to provide preconstruction and construction phase services for the Police K-9 Compound project is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the CMAR Agreement.

BE IT FURTHER RESOLVED that payment to Ajax Building in an amount not to exceed $99,554 for fees and costs for preconstruction phase services is hereby approved.

BE IT FURTHER RESOLVED that authorization for Ajax Building to provide construction phase services is subject to City Council approval.

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00927639.DOCX

Approvals - gcc
Report • Printed on October 26, 2026

Approved

958-26 Construction Management Services, Police K-9 Compound, November 5, 2026

Attachments

SunBiz
https://stpete1.sharepoint.com/:b:/s/Team-TS-F

Technical Evaluation
https://stpete1.sharepoint.com/:w:/s/Team-TS-I

Consent Write Up
https://stpete1.sharepoint.com/:w:/s/Team-TS-I

Final status: Approved

Step 4: 1 of 2 recipients approved
Sarah B. Johnson, Claude Tankersley

BP **Step 3: Approved by**
Brejesh Prayman 10/21/2026 8:27:13 AM

SS **Step 2: Approved by**
Stephanie S. Scarbrough 9/29/2026 9:51:12 AM

SM **Step 1: Approved by**
Stacey McKee 9/24/2026 8:35:33 AM

VA **Requested by**
Victoria L. Amerson 9/24/2026 8:30:43 AM

The following page(s) contain the backup material for Agenda Item: Accepting a bid and approving an agreement with RRY, Inc., for oversized vehicle towing for the Fleet Management Department, in the amount of $120,000.
Please scroll down to view the backup material.

CB-5

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

Subject: Accepting a bid and approving an agreement with RRY, Inc., for oversized vehicle towing for the Fleet Management Department, in the amount of $120,000.

Explanation: The Procurement and Supply Management Department issued IFB-26-330 on September 14, 2026. The bids were due on September 30, 2026, and opened thereafter. The Procurement and Supply Management Department received four bids for oversized vehicle towing services and are tabulated as follows:

Bidders	***Amount***
RRY, Inc.	$503
Pagan Towing Services & Transport LLC	1,090
Clearwater Towing Service Inc.	1,270
Stepps Towing & Heavy Transport	1,503

The vendor will provide 24/7 towing and recovery for the City's oversized and heavy-duty vehicles. Services will include ultra heavy-duty towing, and transport between City facilities, the Pinellas County landfill, truck dealers and repair centers in Pinellas, Hillsborough, and Polk counties, with priority response for emergency and public-safety vehicles.

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

RRY, Inc. (St. Petersburg, FL) $120,000
(3-years @ $40,000 per year)

RRY, Inc., a City certified small business enterprise (SBE), is the lowest responsible and responsive bidder and meets the requirements of IFB-26-330, dated September 14, 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 services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Management Fund (5001), Fleet Management Department, Fleet Services Division (800-2521). Future years funding is subject to City Council approval.

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

Quote No. IFB- 26 - 330

Oversized Vehicle Towing

RESPONSE DEADLINE: September 30, 2026 at 3:00 pm
Report Generated: Monday, October 19, 2026

SELECTED VENDOR TOTALS

Vendor	Total
RRY, Inc	$503.00
Pagan Towing Services & Transport LLC	$1,090.00
Clearwater Towing Service Inc	$1,270.00
Stepps Towing & Heavy Transport	$1,503.00

TABLE 1

Selected	Line Item	Description	Unit of Measure	Clearwater Towing Service Inc Unit Cost	Pagan Towing Services & Transport LLC Unit Cost	RRY, Inc Unit Cost	Stepps Towing & Heavy Transport Unit Cost
X	1	Fire Truck (Pumper or Ladder Truck) - Hookup Fee	Job	$300.00	$250.00	$100.00	$450.00

Selected	Line Item	Description	Unit of Measure	Clearwater Towing Service Inc Unit Cost	Pagan Towing Services & Transport LLC Unit Cost	RRY, Inc Unit Cost	Stepps Towing & Heavy Transport Unit Cost
X	2	Sanitation Truck (Front, Side, or Rear Loader) - Hookup Fee	Job	$300.00	$250.00	$150.00	$350.00
X	3	Vactor Trucks - Hookup Fee	Job	$350.00	$250.00	$150.00	$350.00
X	4	Non-Specific Units over 30,000lbs - Hookup Fee	Job	$300.00	$300.00	$75.00	$325.00
X	5	Fire Truck (Pumper or Ladder Truck) - Mileage Rate	Mile	$5.00	$10.00	$7.00	$7.00
X	6	Sanitation Truck (Front, Side, or Rear Loader) - Mileage Rate	Mile	$5.00	$10.00	$7.00	$7.00
X	7	Vactor Truck - Mileage Rate	Mile	$5.00	$10.00	$7.00	$7.00
X	8	Non-Specific Units over 30,000lbs - Mileage Rate	Mile	$5.00	$10.00	$7.00	$7.00
Total				$1,270.00	$1,090.00	$503.00	$1,503.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Clearwater Towing Service Inc	Pagan Towing Services & Transport LLC	RRY, Inc	Stepps Towing & Heavy Transport
Is the Vendor registered with the Florida Department of State, Division of Corporations (Sunbiz) in accordance with Florida Statute §607.1501?			Pass	

Question Title	Clearwater Towing Service Inc	Pagan Towing Services & Transport LLC	RRY, Inc	Stepps Towing & Heavy Transport
Please upload your W9.				
Is the Vendor a City of St. Petersburg certified SBE?				
Is the Vendor a City of St. Petersburg certified MWBE?				
Address for Headquarters location.				
Address of office providing service, if different than above.		No Response		
Signature Authority				
Describe the nature of company's business.				
Year the Company was Founded.				
Number of years company has operated under the current name. (Note: if the company has modified its corporate structure since its founding (e.g., from a corporation to an LLC), you may list the number of years the company was founded under the original corporate structure).				
Company's bank of record.				

Question Title	Clearwater Towing Service Inc	Pagan Towing Services & Transport LLC	RRY, Inc	Stepps Towing & Heavy Transport
Describe any litigation that the vendor has been a party to in the last five years where it was alleged that the offeror breached a contract for similar services with a client/customer and describe any contracts for similar services that the vendor failed to complete for similar services. Describe the facts and status of any such litigation or contract.				
Identify any government entity that has debarred or otherwise prohibited the vendor from responding to its competitive solicitations within the last five years. Describe the circumstances surrounding such debarment or other prohibition.				

Question Title	Clearwater Towing Service Inc	Pagan Towing Services & Transport LLC	RRY, Inc	Stepps Towing & Heavy Transport
The vendor acknowledges that it has read, understands and will comply with Florida Statute §448.095 pertaining to required use of the U.S. Department of Homeland Security E-Verify system. Should the City terminate the contract with the vendor for violation of §448.095, vendor may not be awarded a contract with the City for at least one year.				
The vendor acknowledges that its quote response is subject to Public Records laws (Chapter 119, Florida Statutes).				
Will vendor allow other agencies to piggyback the contract if awarded?				
The vendor hereby makes all certifications required by Florida Statute §287.135 related to scrutinized companies.				

Question Title	Clearwater Towing Service Inc	Pagan Towing Services & Transport LLC	RRY, Inc	Stepps Towing & Heavy Transport
Is vendor required to provide any disclosures to the City regarding a foreign country of concern pursuant to Florida Statutes §286.101 (3)(a)?				
If YES, please provide the disclosure(s) in accordance with the requirements of Florida Statute §286.101 (3)(a).		No Response	No Response	
The vendor certifies that it takes no exceptions to the agreement attached.				
If exceptions are taken to the attached agreement, please provide.	No Response	No Response	No Response	No Response
Has the vendor identified any trade secrets or confidential information in its response?				
If yes to the above question, please upload your redacted proposal here.	No Response	No Response	No Response	No Response
I currently have the required insurance coverage as specified in the solicitation and will be able to provide a Certificate of Insurance if awarded.				
References				

Question Title	Clearwater Towing Service Inc	Pagan Towing Services & Transport LLC	RRY, Inc	Stepps Towing & Heavy Transport
Submittal Documents			Pass	

RESOLUTION NO. 2026-_____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH TWO, ONE-YEAR RENEWAL OPTIONS TO RRY, INC. FOR OVERSIZED VEHICLE TOWING FOR THE FLEET MANAGEMENT DEPARTMENT IN THE AMOUNT OF $120,000; 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 four (4) bids for oversized vehicle towing for the Fleet Management Department in response to IFB 26-330 dated September 14, 2026; and

WHEREAS, RRY, Inc. is the lowest responsible and responsive bidder, and has met the requirements of IFB 26-330; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Fleet Management Department recommends approval of this Resolution; and

WHEREAS, funds have been previously appropriated in the Fleet Management Fund (5001), Fleet Management Department, Fleet Services Division (800-2521).

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 RRY, Inc. for oversized vehicle towing for the Fleet Management Department in the amount of $120,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sarah Lucker

00927270.DOCX

DEPARTMENT: Randall Johnston

Approvals - gcc
Report • Printed on October 21, 2026

Approved

Consent Agenda: 968-90 Oversized Vehicle Towing, November 19, 2026 (GG)

Please see the attached consent agenda, for your review and approvals. Thank you.

Attachments

968-90 Oversized Vehicle Towi
https://stpete1.sharepoint.com/:f:/s/

Final status: Approved

CT **Step 5: Approved by**
Claude Tankersley 10/21/2026 7:47:34 AM

RJ **Step 4: Approved by**
Randall Johnston 10/21/2026 7:42:23 AM

SS **Step 3: Approved by**
Stephanie S. Scarbrough 10/20/2026 3:26:11 PM

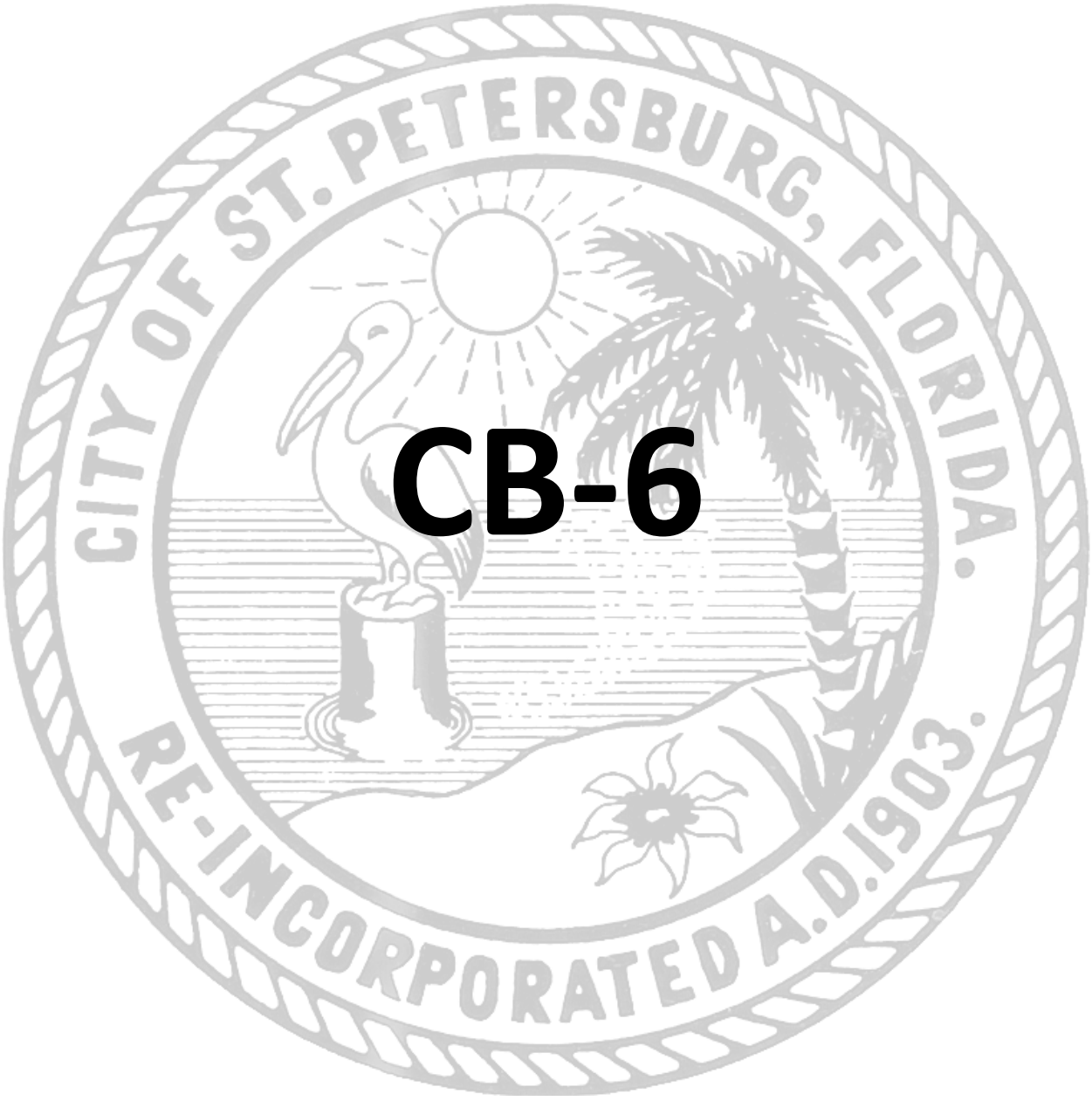
SM **Step 2: Approved by**
Stacey McKee 10/20/2026 3:05:33 PM

Approved with revisions.

VA **Step 1: Approved by**
Victoria L. Amerson 10/20/2026 2:40:12 PM

KD **Requested by**
Kendal J. Dyksterhouse 10/20/2026 2:24:29 PM

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-NUP-SDI-001 (CSA) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Nu-Pipe, LLC. (“Contractor”) for Contractor to provide cleaning and a condition assessment of the existing stormwater system along 62nd Ave N/NE work related to the NEWRF Basin Capacity Improvements Project in an amount not to exceed $386,654.66 (ECID Project No. 23145-100; Oracle No. 21282); and providing an effective date.
Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 19, 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-NUP-SDI-001 (CSA) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Nu-Pipe, LLC. ("Contractor") for Contractor to provide cleaning and a condition assessment of the existing stormwater system along 62nd Ave N/NE work related to the NEWRF Basin Capacity Improvements Project in an amount not to exceed $386,654.66 (ECID Project No. 23145-100; Oracle No. 21282); and providing an effective date.

EXPLANATION: *The City is implementing Project No. 23145-100, NEWRF Basin Capacity Improvements, through a Progressive Design-Build delivery method. The project includes coordinated wastewater, roadway, and drainage improvements intended to improve wet-weather resiliency and overall system performance within the Northeast Basin. As part of the ongoing design effort, additional existing-condition information is needed for the stormwater system generally located along 62nd Avenue N/NE and extending toward the Northeast Water Reclamation Facility.*

The proposed Field Order will provide cleaning and condition assessment of the existing stormwater system, including removal of accumulated sediment and debris necessary to facilitate inspection, CCTV inspection of stormwater pipes, inspection of associated structures, and related dewatering, maintenance of traffic, disposal, and restoration activities. The work will provide documented condition information for the existing stormwater infrastructure to the NEWRF Basin Capacity Improvements Progressive Design-Build team for use in advancing the design.

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

On March 26, 2026, the City of St. Petersburg, Florida and Nu-Pipe, LLC. ("Contractor"), entered into a Construction Services Agreement for Contractor 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.

Field Order No. 26-NUP-SDI-001, in the amount of $386,654.66, shall provide construction services for the NEWRF Basin Capacity Improvements Project, consisting of cleaning and condition assessment of the existing stormwater system along 62nd Avenue N/NE. The work generally includes sediment and debris removal, CCTV inspection of stormwater pipes and associated structures, plugging and dewatering as needed to facilitate inspection, maintenance of traffic, sediment disposal, and associated site restoration. The inspection results will provide existing-condition information to support the ongoing Progressive Design-Build design effort.

A/E services for engineering support, evaluation of the inspection findings, and development of rehabilitation recommendations will be provided to Council for approval as a separate approval request, as necessary.

This Field Order is limited to the initial cleaning, dewatering, and CCTV inspection necessary to assess existing conditions. Any subsequent rehabilitation or repair work identified through the inspection will be developed and authorized separately.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Field Order No. 26-NUP-SDI-001 (CSA) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Nu-Pipe, LLC. ("Contractor") for Contractor to provide cleaning and a condition assessment of the existing stormwater system along 62nd Ave N/NE work related to the NEWRF Basin Capacity Improvements Project in an amount not to exceed $386,654.66 (ECID Project No. 23145-100; Oracle No. 21282); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), 62nd Ave N Stormwater System Resiliency FY26 Project (21282).

ATTACHMENTS: Resolution
Field Order No. 26-NUP-SDI-001
Mep

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE FIELD ORDER NO. 26-NUP-SDI-001 (CSA) TO THE CONSTRUCTION SERVICES AGREEMENT DATED MARCH 26, 2026 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND NU-PIPE, LLC. ("CONTRACTOR") FOR CONTRACTOR TO PROVIDE CLEANING AND A CONDITION ASSESSMENT OF THE EXISTING STORMWATER SYSTEM ALONG 62ND AVE N/NE RELATED TO THE NEWRF BASIN CAPACITY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $386,654.66 (ECID PROJECT NO. 23145-100; ORACLE NO. 21282); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Nu-Pipe, LLC. ("Contractor") executed a Construction Services Agreement on March 26, 2026 for Contractor to provide miscellaneous construction services on a continuing basis for stormwater and drainage improvement projects; and

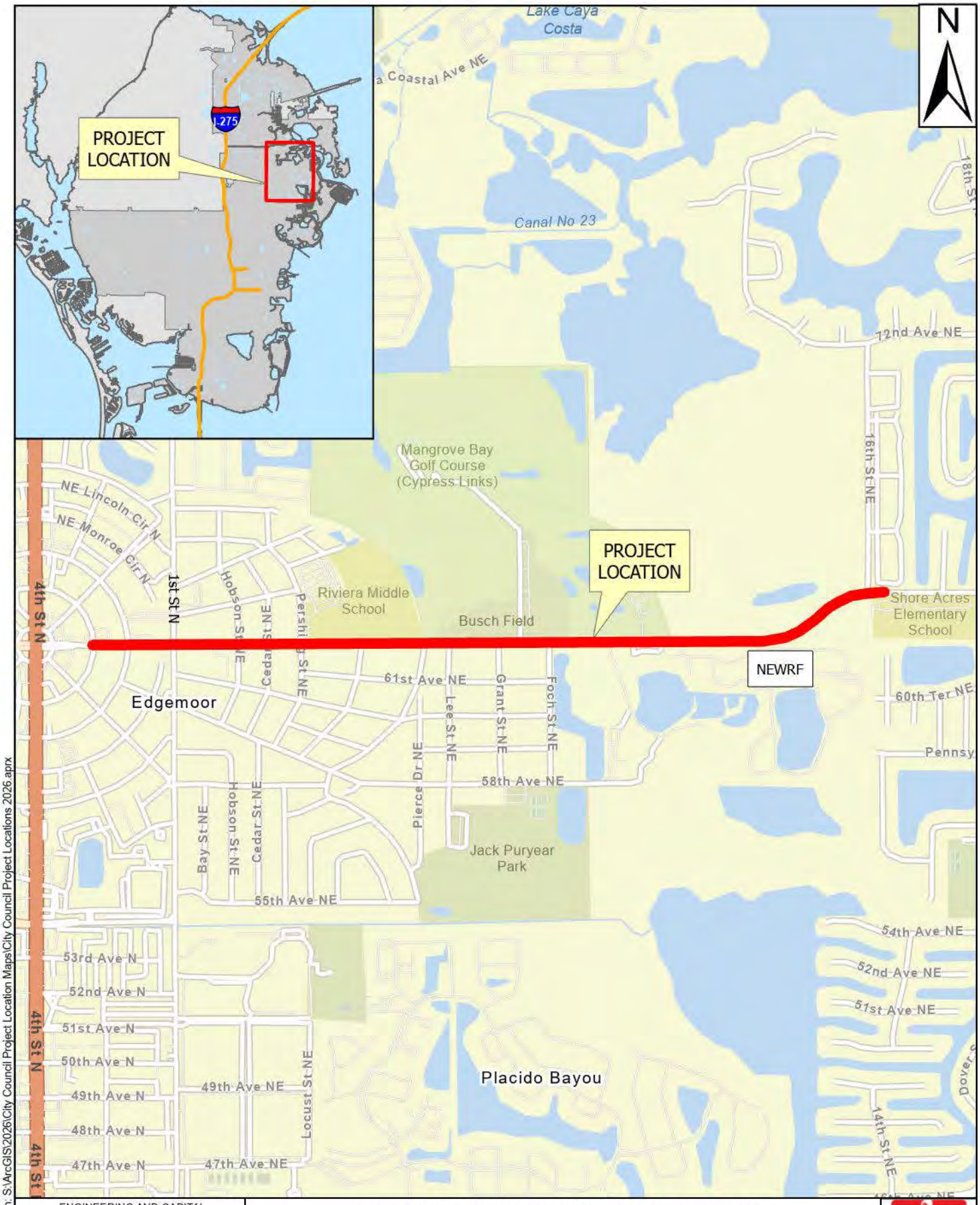
WHEREAS, Administration desires to issue Field Order No. 26-NUP-SDI-001 (CSA) for Contractor to provide cleaning and a condition assessment of the existing stormwater system along 62nd Ave N/NE related to the NEWRF Basin Capacity Improvements Project in an amount not to exceed $386,654.66.

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-NUP-SDI-001 (CSA) to the Construction Services Agreement dated March 26, 2026 between the City of St. Petersburg, Florida and Nu-Pipe, LLC. ("Contractor") for Contractor to provide cleaning and a condition assessment of the existing stormwater system along 62nd Ave N/NE related to the NEWRF Basin Capacity Improvements Project in an amount not to exceed $386,654.66.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00929246.DOCX



Document Path: S:\ArcGIS\2026\City Council Project Location Maps\City Council Project Locations 2026.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY of ST PETERSBURG

APPROVED BY:

DATE: 10/1/2026

NEWRF BASIN CAPACITY IMPROVEMENTS
62ND AVE N STORM DRAINAGE INSPECTIONS
Project No. 23145-100

st.petersburg
www.stpete.org

Engineering & Capital Improvements Department

Field Order – Construction Service Agreement (CSA)

Project Number:	23145-100
Project Title:	NEWRF Basin Capacity Improvements
Contactor:	Nu-Pipe LLC
Field Order No.:	26-NUP-SDI-001
Date:	Click or tap to enter a date.
City Council Approval Date:	11/05/2026

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 cleaning/desilting, plugging and dewatering, and CCTV inspection of the existing stormwater system along 62nd Avenue N/NE, including PACP/MACP inspection and reporting, MOT, sediment hauling/disposal, and associated work as required presented in Nu-Pipe LLC proposal/bid which is attached. This work will not exceed $ 386,654.66.

Small Business Enterprise goal: 0%

Required Completion Date: 30 days

Engineering Director: _____

Brejesh Prayman, P.E., Director

Comments: This field order authorizes work scope under Flores Construction Co., Flatwork Construction Contract, 26-FLC-FLT (CSA).

Date	Field Order Number	Authorized Dollar Amount	Required Completion Date
	26-NUP-SDI-001	$ 386,654.66	

cc: Thomas Rice, Construction Manager
David Ojeda, Project Manager
Roger Johnson, Design Manager
Shannon McKeown, Inspector
Tina Dineen, Operational Specialist
Jeff Rzewnicki, Coordinator/ Supervisor
Finance
Project File

DRAFT

Approvals - gcc
Report • Printed on November 5, 2026

Approved

11/19 Council - Nu-Pipe - NEWRF Basin - CSA Field Order

Attachments

Nu-Pipe - NEWRF Basin - CSA
https://stpete1-my.sharepoint.com/:l

Final status: Approved

SM **Step 2: Approved by**
Stacey McKee 11/5/2026 3:25:20 PM

BP **Step 1: Approved by**
Brejesh Prayman 11/5/2026 3:24:22 PM

SJ **Requested by**
Sarah B. Johnson 11/5/2026 3:09:01 PM

Approvals - gcc
Report • Printed on November 5, 2026

Approved

Pre-approval 11/19 - Nu-Pipe - NEWRF Basin - CSA Field Order

PM - David Ojeda

Attachments

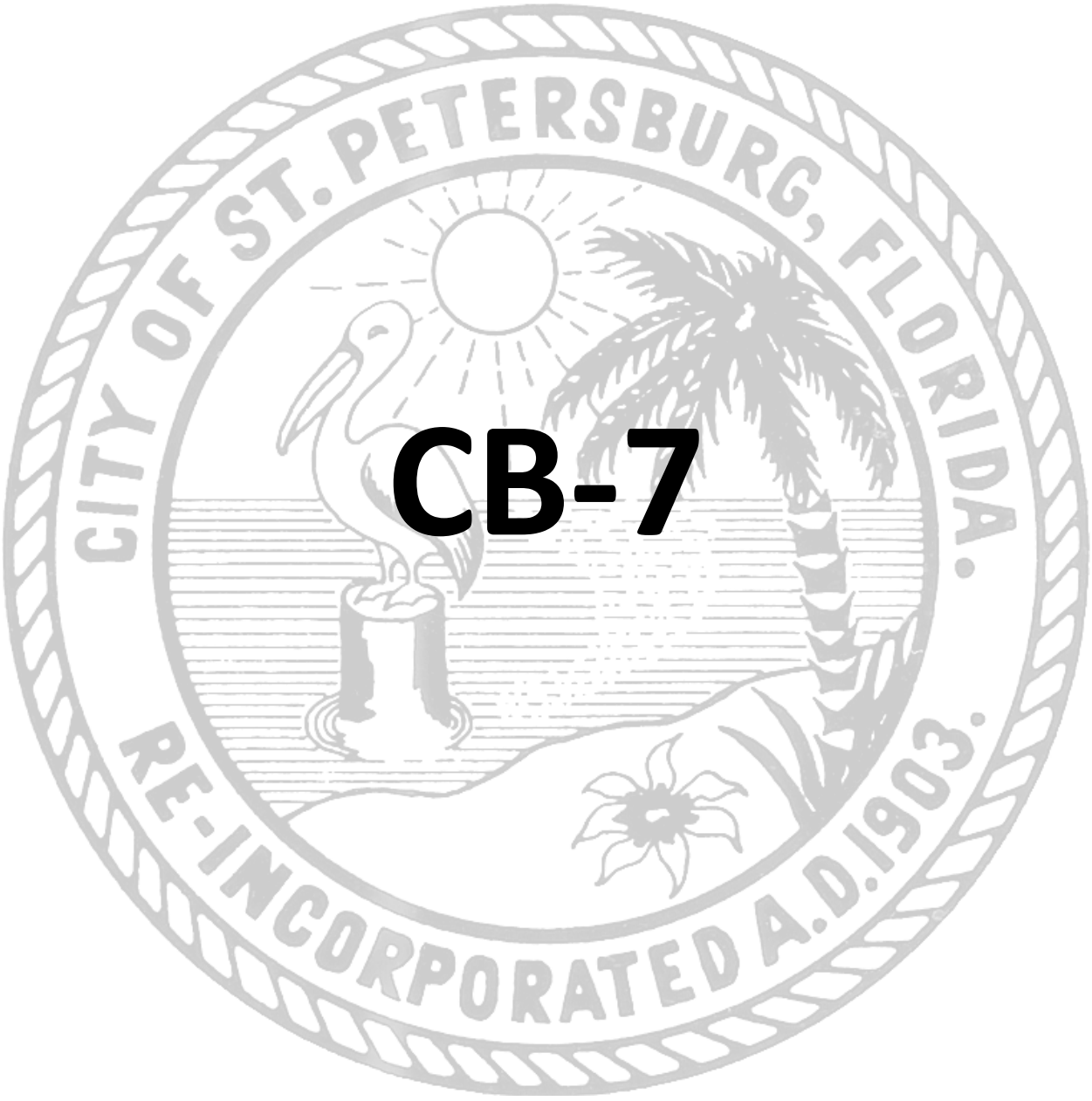
Nu-Pipe - NEWRF Basin - CSA
https://stpete1-my.sharepoint.com/:

Final status: Approved

CT Approved by
Claude Tankersley 11/5/2026 2:52:58 PM

SJ Requested by
Sarah B. Johnson 11/2/2026 8:27:10 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. 22-04-DBE/GIS(S) to the professional services agreement dated July 20, 2022 between the City of St. Petersburg, Florida and Dewberry Engineers, Inc. ("Consultant") for Consultant to provide impervious area parcel data updates, property classification, billing structures, a stormwater appeals portal, a utility billing data file, and a technical memorandum related to the Stormwater Utility Impervious Area Database Updates Project in an amount not to exceed $113,757.58, providing that the total Task Order, as amended, shall not exceed $206,827.83 (ECID Project No. 26192-130; Oracle No. 19216) and providing an effective date.
Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 19, 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. 22-04-DBE/GIS(S) to the professional services agreement dated July 20, 2022 between the City of St. Petersburg, Florida and Dewberry Engineers, Inc. ("Consultant") for Consultant to provide impervious area parcel data updates, property classification, billing structures, a stormwater appeals portal, a utility billing data file, and a technical memorandum related to the Stormwater Utility Impervious Area Database Updates Project in an amount not to exceed $113,757.58, providing that the total Task Order, as amended, shall not exceed $206,827.83 (ECID Project No. 26192-130; Oracle No. 19216) and providing an effective date.

EXPLANATION: *The City's Stormwater Tiered Rate Program was implemented in 2019 through an agreement with Stantec Consulting Services, Inc. The project established a tiered stormwater rate structure supported by citywide impervious surface mapping, rate analysis, and a public appeals portal. Since this time, there have been substantial changes due to ongoing development and reconstruction within the City, and as such an update of the overall impervious surface is being conducted.*

On July 20, 2022, the City of St. Petersburg, Florida ("City") and Dewberry, Inc. ("Consultant") entered into a professional services agreement for A/E to provide miscellaneous professional services for Geographic Information Systems projects.

On June 30, 2026, Administration executed Task Order No. 22-04-DBE/GIS in the amount of $93,070.25 to provide professional engineering services, including updating the City's impervious surface area data using the latest available aerial imagery to identify citywide changes to impervious surfaces, consistent with the criteria established during the original program implementation. The Task Order included a $5,000.00 allowance for unforeseen conditions.

The first phase of work, which focused on updating the City's impervious surface area data using the latest available aerial imagery, is nearing completion.

This proposed Amendment integrates the updated impervious surface area into the utility billing and the associated accounts, and updating the Stormwater Review and Appeals Portal Viewer so the updated impervious surface is reflected consistently across GIS, utility billing, and the viewer.

Amendment No. 1 to Task Order No. 22-04-DBE/GIS(S), in the amount of $113,757.58, shall provide professional engineering services including an impervious surface parcel area data update, property classification, billing structures stormwater appeals portal, utility billing data file, and impervious area updates technical memorandum. Services shall include application of billing rules, connect updated impervious measurements to billing accounts, prepare updated billing data, and update the Stormwater

Review and Appeals Portal Viewer. The Amendment also includes a $5,000.00 allowance for unforeseen conditions.

The Task Order and First Amendment include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Impervious Surface Updates	$ 88,070.25	$ 88,070.25
	Allowance	$ 5,000.00	
		$ 93,070.25	
Amendment No. 1	Impervious Area Parcel Data Updates	$ 9,266.50	(New)
	Property Classification	$ 34,627.35	(New)
	Billing Structures	$ 15,889.78	(New)
	Stormwater Appeals Portal	$ 31,346.95	(New)
	Utility Billing Data File	$ 10,191.50	(New)
	Technical Memo	$ 7,435.50	(New)
	Allowance	$ 5,000.00	(New)
		$ 113,757.58	
	Total	**$ 206,827.83**	

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-04-DBE/GIS(S) to the professional services agreement dated July 20, 2022 between the City of St. Petersburg, Florida and Dewberry Engineers, Inc. ("Consultant") for Consultant to provide impervious area parcel data updates, property classification, billing structures, a stormwater appeals portal, a utility billing data file, and a technical memorandum related to the Stormwater Utility Impervious Area Database Updates Project in an amount not to exceed $113,757.58, providing that the total Task Order, as amended, shall not exceed $206,827.83 (ECID Project No. 26192-130; Oracle No. 19216) and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), Utility Network Extension - SPTO Assets FY23 Project (19216).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 22-04-DBE/GIS

RESOLUTION 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 22-04-DBE/GIS(S) TO THE PROFESSIONAL SERVICES AGREEMENT DATED JULY 20, 2022 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND DEWBERRY ENGINEERS, INC. ("CONSULTANT") FOR CONSULTANT TO PROVIDE IMPERVIOUS AREA PARCEL DATA UPDATES, PROPERTY CLASSIFICATION, BILLING STRUCTURES, A STORMWATER APPEALS PORTAL, A UTILITY BILLING DATA FILE, AND A TECHNICAL MEMORANDUM RELATED TO THE STORMWATER UTILITY IMPERVIOUS AREA DATABASE UPDATES PROJECT IN AN AMOUNT NOT TO EXCEED $113,757.58; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $206,827.83 (ECID PROJECT NO. 26192-130; ORACLE NO. 19216) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Dewberry, Inc. ("Consultant") executed a professional services agreement on June 20, 2022 for Consultant to provide as-needed professional services on a continuing basis for Geographic Information Systems Services; and

WHEREAS, on June 30, 2026, Administration executed Task Order No. 22-04-DBE/GIS ("Task Order") for Consultant to provide impervious surface updates related to the Stormwater Utility Impervious Area Database Updates Project ("Project") in an amount not to exceed $93,070.25, which amount included a $5,000 allowance; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for Consultant to provide impervious area parcel data updates, property classification, billing structures, a stormwater appeals portal, a utility billing data file, and a technical memorandum related to the Project in an amount not to exceed $113,757.58, 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. 1 to Task Order No. 22-04-DBE/GIS(S) to the professional services agreement dated July 20, 2022 between the City of St. Petersburg, Florida and Dewberry Engineers, Inc. ("Consultant") for Consultant to provide impervious area parcel data updates, property classification, billing structures, a stormwater appeals portal, a utility billing data file, and a technical memorandum related to the

Stormwater Utility Impervious Area Database Updates Project in an amount not to exceed $113,757.58.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $206,827.83.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00929247.docx

DEPARTMENT:

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: November 19, 2026

TO: The Honorable Lisset Hanewicz, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Stormwater Utility Impervious Area Updates
Firm: Dewberry Engineers, Inc
Amendment No. 1 to Task Order No. 22-04-DBE/GIS(A) in the amount of $113,757.58

This memorandum is to provide information pursuant to City Council Policy (Resolution 2017-156).

1. Summary of Reasons for Selection

   The project involves updating the City's Stormwater Utility impervious area database using current aerial imagery and parcel information. The work includes property classification, application of City-defined billing rules, development of parcel-to-billing account relationships, and updates to the City's Stormwater Review and Appeals Portal.

   Dewberry Engineers, Inc. has satisfactorily completed Geographic Information System (GIS) work for the City, including development of the Prepare St. Pete Viewer and visual aids supporting the City's stormwater planning efforts.

   Dewberry is familiar with the City's geospatial environment, data standards, and workflows through its ongoing support to the City since 2022.

   Dewberry has significant experience with aerial imagery, remote sensing, impervious surface mapping, geospatial data development, and ArcGIS applications through similar work performed for the Leon County and the Southwest Florida Water Management District. This experience is directly applicable to the technical requirements of the Stormwater Utility Impervious Area Update.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
Dewberry Engineers, Inc.
Miscellaneous Professional Services for Geographic Information Systems Consulting Projects
A/E Agreement Effective - July 20, 2022
A/E Agreement Expiration - July 31, 2026

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	17037-110	Stormwater Master Plan Visuals	12/15/22	39,679.97
02	25112-130	As-Needed GIS Support Services	01/03/25	30,000.00
03	25166-130	St Pete Preparedness Web Application	04/17/25	61,017.50
04	26192-130	Stormwater Utility Impervious Area Database Updates **Amendment No. 1**	06/30/26 **Pending**	88,070.25
			Total:	218,767.72

AMENDMENT NO. 1 TO TASK ORDER NO. 22-04-DBE/GIS
STORMWATER UTILITY IMPERVIOUS AREA DATABASE UPDATES
GEOGRAPHIC INFORMATION SYSTEMS (GIS)
CITY PROJECT NO. 26192-130

This Amendment No. 1 to Task Order No. 22-04-DBE/GIS is made and entered into this _____ day of _____, 2026, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR GEOGRAPHIC INFORMATION SYSTEMS CONSULTING PROJECTS dated July 20, 2022 ("Agreement") between Dewberry Engineers, 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 original Task Order provided the City with an update to the Stormwater Utility impervious area database using the latest aerial imagery. The Consultant was responsible for calculating the City's impervious surface areas based on defined criteria and updating the associated table.

For this Amendment No. 1 to the Task Order, the Consultant shall apply City-defined billing rules, develop a parcel-to-billing account crosswalk, and update substorm account impervious area allocations. The Consultant shall also provide a billing support file containing updated impervious area measurements, billing tiers, rates, parcel-to-account relationships, and substorm account allocations.

The project also includes updating the City's Stormwater Review and Appeals Portal within the City's ArcGIS Online environment. The portal will allow residents to view their property's impervious surface area measurement and submit appeals requesting reevaluation.

II. SCOPE OF SERVICES

Task 2 – Impervious Area Parcel Data Update

Update underlying parcel dataset using the latest available PCPAO parcel information. Identify parcel additions, removals, splits, and merges, then update Parcel ID, Use Code, Parcel Address, then update the impervious area dataset to align with the current parcel configuration and associated Sub-Storm table.

Task 3 – Property Classification

The Consultant shall update the Account Type field of the impervious surface feature class based on the following Pinellas County Property Appraiser "Use Code" classification:

- SFRP – The following Use Codes are billed under the residential tier structure. Includes:

    - 0090 Vacant Residential Land w/XFSB
    - 0000 Vacant Residential - lot & acreage less than 5 acres
    - 0110 Single Family Home
    - 0810 Single Family - more than one house per parcel
    - 0820 Duplex-Triplex-Fourplex
    - 0752 ALF - boarding house (less than 10 units)
- Non-SFRP – All other Use Codes are billed based on calculated Equivalent Residential Units (ERUs).
- Non-Billable Parcels (Previously named Exempt in GIS) – Parcels that are not assessed a stormwater utility fee because they receive little or no benefit from the stormwater system, are considered part of the stormwater system itself, or otherwise do not meet the criteria for billing. Examples may include public roads and rights-of-way, railroad property, certain institutional properties, bona fide agricultural property, and parcels with little or no impervious development.

Task 4 – Billing Structures

Based on the updated impervious surface data, the Consultant shall apply the following fee structure and rates to all property parcels within the City.

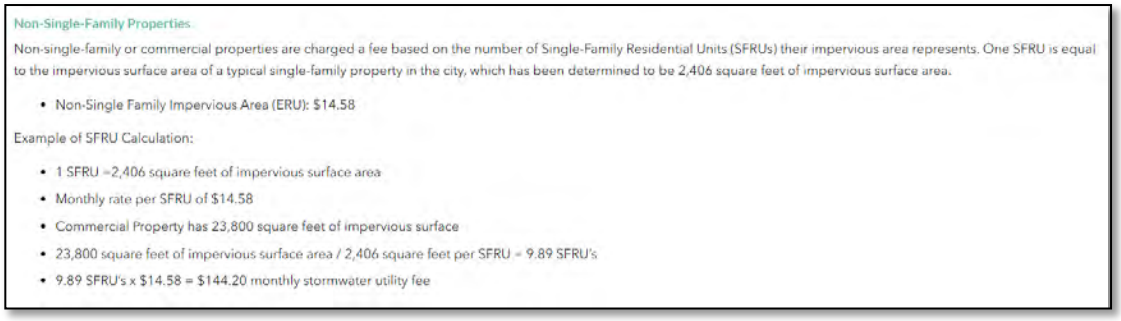
- **Tiers** – (SFRP) Properties are placed into tiers listed in Table 1 based on the actual measured impervious area on the individual parcel and charged a stormwater fee based on the associated tier for the parcel.
- **ERU** – (Non-SFRP) Parcels are charged a stormwater fee shown in Figure 5 based on the actual measured impervious area on the individual parcel.
- **Master Meter** – Billed by totaling the number of residential units assigned to each stormwater tier, plus the impervious area associated with common areas within the development.
    - Tier 1–4 – Number of units × applicable tier rate.
    - SW01 – Stormwater charge for common area with development.
    - Example: (3) Tier 1 + (5) Tier 2 + (2) Tier 3 = (3 × Tier 1 rate) + (5 × Tier 2 rate) + (2 × Tier 3 rate) + ERU x SW01 rate = Total Stormwater Charge
- **Sub-Accounts** – Sub-accounts are used to divide a parcel's Tier or ERU charge among multiple units/customer accounts. Each customer is responsible for a percentage of the total stormwater charge based on their share of the parcel's impervious area.
    - Parcel Classification: Tier 3
    - Number of Units: 2
    - Allocation per Unit: 50%
    - Tier 3 Charge: $22.90
        - Customer 1: $22.90 × 0.50 = $11.45
        - Customer 2: $22.90 × 0.50 = $11.45

Table 1. Tiered Structure

Single-Family Properties

Tier	Property Impervious Surface Area	Fee
Tier 1	1,600 or less	$7.33
Tier 2	1,601 - 3,200	$14.58
Tier 3	3,201 - 4,800	$22.90
Tier 4	4,801 or greater	$34.17

Figure 2. Non-Tiered Structure



Non-Single-Family Properties

Non-single-family or commercial properties are charged a fee based on the number of Single-Family Residential Units (SFRUs) their impervious area represents. One SFRU is equal to the impervious surface area of a typical single-family property in the city, which has been determined to be 2,406 square feet of impervious surface area.

- Non-Single Family Impervious Area (ERU): $14.58

Example of SFRU Calculation:

- 1 SFRU =2,406 square feet of impervious surface area
- Monthly rate per SFRU of $14.58
- Commercial Property has 23,800 square feet of impervious surface
- 23,800 square feet of impervious surface area / 2,406 square feet per SFRU = 9.89 SFRU's
- 9.89 SFRU's x $14.58 = $144.20 monthly stormwater utility fee

Task 5 – Stormwater Appeals Portal

The Consultant shall update the City of St. Petersburg's Stormwater Review and Appeals Portal as part of this task order. The portal will allow residents to view their property's impervious surface area measurement and submit an appeal requesting reevaluation.

The Consultant shall develop a public-facing Survey123 application, hosted in the City of St. Pete AGOL. The survey will allow residents to submit questions, comments, and appeals related to stormwater assessments. Submissions will be logged and routed into workflows within ArcGIS Online, and workflow process may not be made available to the public.

All public-facing surveys and dashboards will be updated to meet ADA digital accessibility standards. User and administrator guides will be delivered with the final live dashboards and surveys.

Task 6 – Utility Billing Data File

The City and the Consultant shall work together to prepare a utility billing data file using the updated impervious area, parcel, account, and Sub-Storm data. The file shall include applicable account identifiers, property classification, impervious area, tier or ERU, master-meter information, and Sub-Storm allocations in the City-approved format. The City is responsible for providing a Utility Billing Data File that includes a unique parcel identification field that will join to the Pinellas County Property Appraiser Office property parcel GIS shapefile.

The Consultant shall validate the data, identify exceptions requiring City review, incorporate approved revisions, and deliver the final billing file.

Task 7 – Technical Memo – Impervious Area Updates

The Consultant shall prepare a Technical Manual documenting the methodology, workflows, business rules, quality assurance/quality control procedures, and processes used to update the City's 2019 impervious area database to the 2026 dataset. The manual should be sufficient to support future updates and provide City staff with a clear understanding of the data development and maintenance process.

III. SCHEDULE

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

	Number of Days from NTP
Task 2 – Impervious Area Parcel Data Update	30
Task 3 – Property Classification	60
Task 4 – Billing Structure	90
Task 5 – Stormwater Appeals Portal	120
Task 6 – Utility Billing Data File	150
Task 7 – Technical Memo – Impervious Area Updates	165

IV. A/E'S RESPONSIBILITIES

The A/E will update the City of St. Petersburg's Stormwater Utility impervious area database using the latest available aerial imagery, apply City-defined billing rules, develop parcel-to-account relationships, and prepare the billing support file.

The A/E will also update the City's Stormwater Review and Appeals Portal within the City's ArcGIS Online environment and coordinate with City staff to incorporate City-approved changes into the database, portal, and applicable deliverables.

V. CITY'S RESPONSIBILITIES

The City will provide available parcel, billing account, substorm account, rate, and impervious area data necessary to support the project.

The City will define applicable billing rules, review project deliverables, and provide directions on approved revisions. The City will also provide access to the ArcGIS Online environment and coordinate with the A/E on updates to the Stormwater Review and Appeals Portal. The City will provide testing, and feedback on the updated portal, public data gathering survey, and associated workflow processes.

VI. DELIVERABLES

Task 2 - Impervious Area Parcel Data Update

- Updated parcel dataset based on the latest available PCPAO parcel information, including current Parcel ID, Use Code, and Parcel Address.
- Identification and documentation of parcel additions, removals, splits, and merges.
- Updated impervious area dataset aligned with the current parcel boundaries and configuration.
- Updated Sub-Storm table reflecting applicable parcel and billing-account relationships.
- Quality-control review identifying unmatched records, data conflicts, and exceptions requiring City review.

Task 3 - Property Classification

- Updated impervious surface feature class with property classification attribution delivered in the City's geodatabase schema

Task 4 – Billing Structure

- Updated impervious surface feature class with fee structure and rate attribution delivered in the City's geodatabase schema

Task 5 – Stormwater Appeals Portal

- Experience Builder Web Map/Application
- Associated public facing Survey 123 Form and applicable data layers.

Task 6 – Utility Billing Data File

- Draft utility billing data file in the City-approved format.
- Final utility billing data file incorporating City-approved revisions.

Task 7 – Technical Memo

- Draft & Final Technical Memo – Impervious Area Updates

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of $88,070.25 under the original Task Order for Task 1 (a separate additional Allowance of $5,000 was not authorized).

For this Amendment No. 1, the City shall compensate the A/E the not-to-exceed amount of **$108,757.58** for additional Tasks 2 through 7.

This Task Order establishes an allowance in the amount of **$5,000** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 1 to Task Order.

The total amount for Amendment No. 1 to the Task Order is **$113,757.58**, per Attachment 1 to Appendix A.

The total Task Order amount including Amendment No. 1 shall not exceed $**196,827.83**.

VIII. PROJECT TEAM

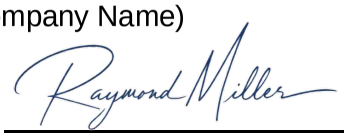
Ray Miller, Project Manager – Dewberry
Dan Bubser, Production Manager - Dewberry
Chris Griesbach, Impervious Mapping Lead – Dewberry
Peter Griffin, Application Developer – Dewberry

IX. MISCELLANOUS

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.

Dewberry Engineers Inc.
(Company Name)

By: 
(Signature)

Raymond Miller
(Printed Name and Title)

Date: October 20, 2026

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: _____

ATTEST

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

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

By: _____
City Attorney (Designee)

ATTACHMENT NO. 1 TO APPENDIX A
Work Task Breakdown
City of St. Petersburg
Stormwater Utility Impervious Area Database Update
Project No. 26192-130

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Principal In Charge	Project Manager	Data Production Manager	Remote Sensing and GIS Mapping (SME)	GIS Analyst, Sr.	GIS Analyst, Jr	Total Hours	Labor Cost
Direct Salary		$ 95.51	$ 50.90	$ 52.88	$ 46.82	$ 31.66	$ 23.27		
Multiplier 2.8735		$ 183.54	$ 97.81	$ 101.62	$ 89.97	$ 60.84	$ 44.72		
Billing Rates[1]		$ 279.05	$ 148.71	$ 154.50	$ 136.79	$ 92.50	$ 67.99		
TASK									
2	Impervious Area Parcel Data Update		10			40	60	110	$ 9,266.50
3	Property Classification		11.2	1.4	22.4	129.92	259.8	424.72	$ 34,627.35
4	Billing Structures		5.6	1.4		64.96	129.9	201.86	$ 15,889.78
5	Stormwater Appeals Portal		11.2			129.92	259.8	400.92	$ 31,346.95
6	Utility Billing Data File		10			50	60	120	$ 10,191.50
7	Technical Memo		50					50	$ 7,435.50
Totals		0	88	2.8	22.4	374.8	709.5	1197.5	$ 108,757.58

II. Fee Calculation

Task	Labor Cost	Expenses[2]	Subconsultant Services	Mark-up on Subconsultant Services[3]	Total Cost Without Allowance
2	$9,266.50	$0.00	$0.00	$0.00	$9,266.50
3	$34,627.35	$0.00	$0.00	$0.00	$34,627.35
4	$15,889.78	$0.00	$0.00	$0.00	$15,889.78
5	$31,346.95	$0.00	$0.00	$0.00	$31,346.95
6	$10,191.50	$0.00	$0.00	$0.00	$10,191.50
7	$7,435.50	$0.00	$0.00	$0.00	$7,435.50
Total	$89,299.58	$0.00	$0.00	$0.00	$108,757.58

III. Fee Limit

Lump Sum Cost	$108,757.58
Allowance[4]	$5,000.00
Total:	**$113,757.58**

IV. Notes:

1. Rates and Multipier 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 November 5, 2026

Approved

11/19 Council - Dewberry - TOA1

Attachments

Dewberry - STR - TOA1 - Final.
https://stpete1-my.sharepoint.com/:l

Final status: Approved

SM **Step 2: Approved by**
Stacey McKee 11/5/2026 3:26:51 PM

BP **Step 1: Approved by**
Brejesh Prayman 11/5/2026 3:24:18 PM

SJ **Requested by**
Sarah B. Johnson 11/5/2026 3:10:12 PM

Approvals - gcc
Report • Printed on November 5, 2026

Approved

Pre-approval 11/19 - Dewberry - TOA1

PM - Nicole Allen

Attachments

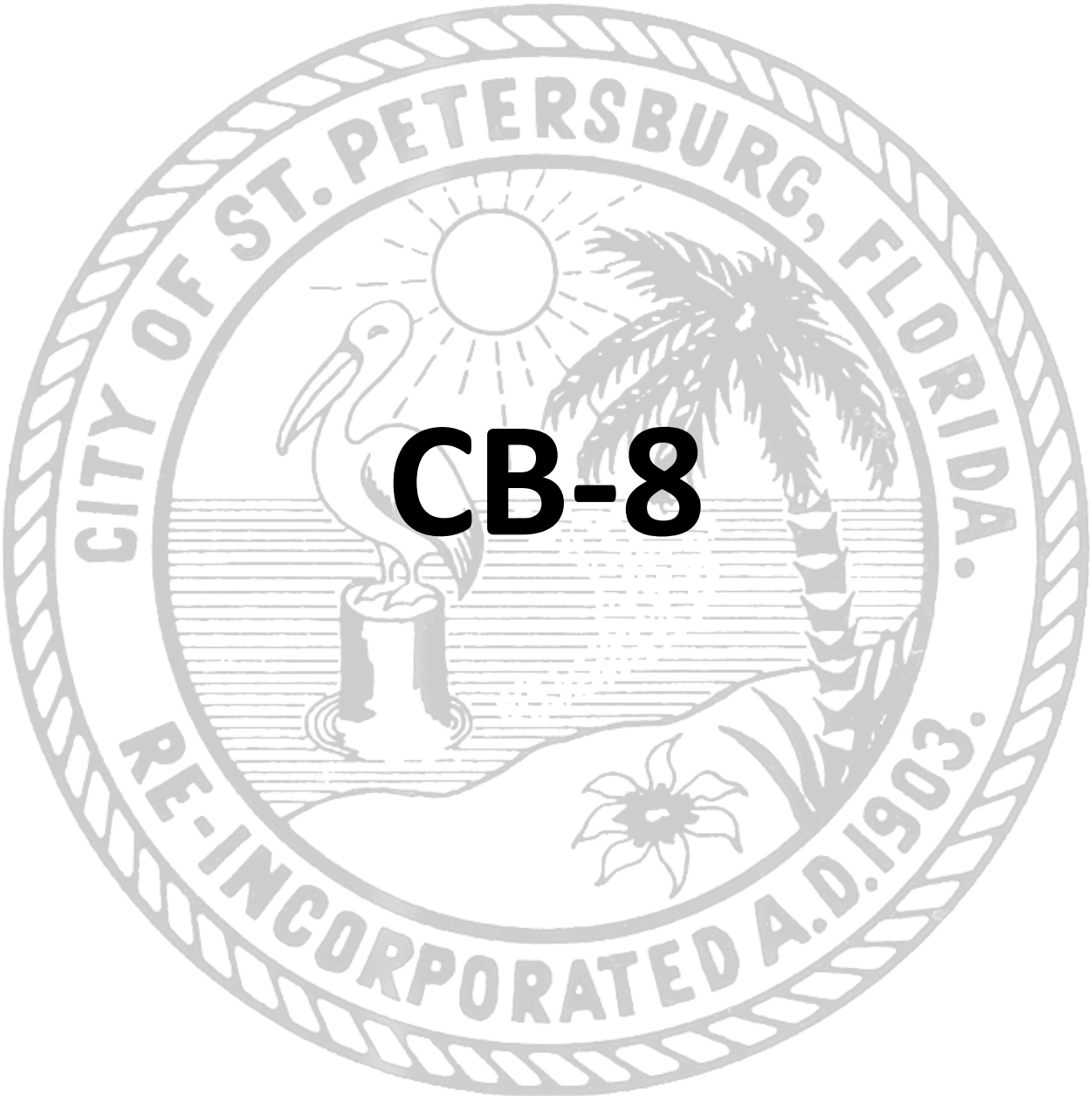
Dewberry - STR - TOA1 - Cons
https://stpete1-my.sharepoint.com/:

Final status: Approved

CT Approved by
Claude Tankersley 11/5/2026 2:52:42 PM

SJ Requested by
Sarah B. Johnson 11/2/2026 8:31:22 AM

The following page(s) contain the backup material for Agenda Item: A Resolution ordering local improvements to be made pursuant to Chapter 170, Florida Statutes, said local improvements to consist of paving the East – West Alley between 31st and 32nd Avenue N. adjacent to 1st and 2nd Street N; declaring a special assessment; providing notice of hearing; setting the Public Hearing date for January 14, 2027; and providing an effective date. (ECID Project No. 25123-130; Oracle No. 20997)
Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 19, 2026

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

SUBJECT: A Resolution ordering local improvements to be made pursuant to Chapter 170, Florida Statutes, said local improvements to consist of paving the East – West Alley between 31st and 32nd Avenue N. adjacent to 1st and 2nd Street N; declaring a special assessment; providing notice of hearing; setting the Public Hearing date for January 14, 2027; and providing an effective date. (ECID Project No. 25123-130; Oracle No. 20997)

EXPLANATION: The alley between 31st Ave. N and 32nd Ave. N adjacent to 1st St. N and 2nd St. N is unpaved, which the abutting property owners have petitioned to pave, with the cost of paving to be assessed against said property owners.

This Project and method of assessment are being conducted consistent with Florida Statutes 170 and City code Article VI. – Local Improvements and Special Assessments.

Approximately 383 linear feet of alley will be paved. Costs of the survey, design, administration, permitting, construction inspection, and paving will be assessed against the abutting properties.

The Assessment to each property is based on the cost per linear foot multiplied by the length of their property abutting the improvements. This is a one-time assessment and made payable in equal installments over a period not to exceed 30 years. Future maintenance will be a City cost.

Assessment rates will not exceed the following:

Per property abutting alley of $110.67 per linear foot

The estimated project cost is $80,786.36 with an assessment yield of $80,786.36.

This work is being coordinated with planned utility work and as such the assessment reflects the upgraded cost associated with restoring the site from an existing unpaved condition to a paved condition.

The next steps include individual notifications to abutting property owners, public advertisement of, and a Public Hearing to be held to receive written and oral comments as to the propriety and advisability of making this improvement. The preliminary assessment roll will be presented to City Council for approval at the Public Hearing. This Hearing shall be set for January 14, 2027 at 5:00 p.m.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to confirm the local improvements to be made pursuant to Chapter 170, Florida Statutes, said local improvements to consist of paving the East – West Alley between 31st and 32nd Avenue N. adjacent to 1st and 2nd Street N; declaring a special assessment; providing notice of hearing; setting the Public Hearing

date for January 14, 2027; and providing an effective date. (ECID Project No. 25123-130; Oracle No. 20997)

COST/FUNDING/ASSESSMENT INFORMATION: Revenue in the amount of $80,786.36 will be yielded from the special assessment and deposited into the Assessments Revenue Fund (1108). Funds have been previously appropriated in the General Capital Improvements Fund (3001), SAD 24-01 Alley Construction Project (20997).

ATTACHMENTS: Resolution
Location Map

RESOLUTION 2026-_____

A RESOLUTION ORDERING LOCAL IMPROVEMENTS TO BE MADE PURSUANT TO CHAPTER 170, FLORIDA STATUTES, SAID LOCAL IMPROVEMENTS TO CONSIST OF PAVING THE EAST – WEST ALLEY BETWEEN 31ST AND 32ND AVENUE. N. ADJACENT TO 1ST AND 2ND STREET N; DECLARING A SPECIAL ASSESSMENT; PROVIDING NOTICE OF HEARING; SETTING THE PUBLIC HEARING DATE FOR JANUARY 14, 2027; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 25123-130; ORACLE NO. 20997)

WHEREAS, Florida Statutes, Chapter 170 and City Code Chapter 2, Article VI provide the process by which the City may approve and fund capital improvements through special assessments; and

WHEREAS, the owners of property located between 31st Avenue N. and 32nd Avenue N. adjacent to 1st Street North and 2nd Street North have requested the capital improvement consisting of paving the east-west alley abutting these properties; and

WHEREAS plans, specifications and estimates of the cost of said project were filed in the office of the City Clerk as required by law; and

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

1. Pursuant to the provisions of Chapter 170, Florida Statutes, the Mayor is hereby ordered to make local improvements to consist of alley paving improvements within the following location:

   East – West Alley between 31st and 32nd Avenue. N. adjacent to 1st and 2nd St N.

2. The total estimated cost of this improvement is $80,786.36. The cost of paving will be assessed at the rate of $110.67 per linear foot, per property abutting the alley.

3. The Assessments may be paid in equal installments up to thirty (30) years with interest up to the service life of the asset. The interest rate can be estimated based on a 2% above the Ten Year Treasury Bond not to exceed eight percent (8%) on the entire unpaid principal balance. Based on rates effective July 2025, an estimated interest rate is 3.95%. If a resident so chooses, an assessment may also be paid in full within thirty (30) days from the date of confirmation with no interest due. The first installment will

become due and payable one year following City Council approval of the final assessment roll upon completion of the work.

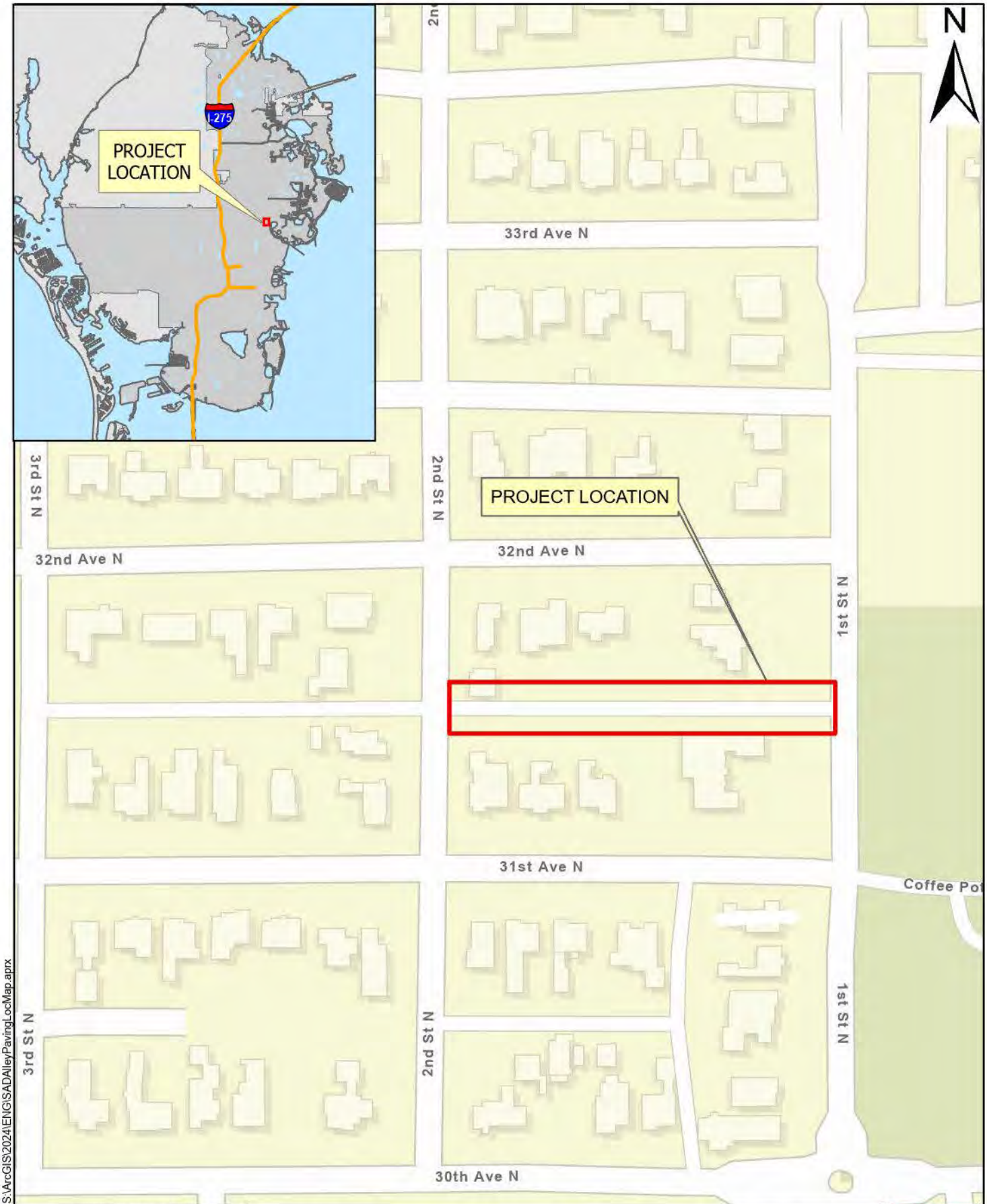
4. The assessments provided for herein shall be levied on all lots and lands adjoining the contiguous or bounding and abutting upon such improvements or specially benefiting thereby and further designated by assessment plat hereinafter provided for.

5. On January 14, 2027 at 5 p.m. in the Council Chambers at City Hall, 175 – 5th Street North, in the City of St. Petersburg, Florida, this City Council will hold a hearing to receive written and oral comments regarding the proposed improvements.

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

(00929784)



Document Path: S:\ArcGIS\2024\ENG\SADAlleyPavingLocMap.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG	
APPROVED BY: NEA	DATE: 8/4/2026

1ST ST TO 2ND ST BETWEEN 31ST AVE N & 32ND AVE N
25123-130 SAD24_01 ALLEY CONSTRUCTION

st.petersburg
www.stpete.org

Approvals - gcc
Report • Printed on November 5, 2026

Approved

11/19 Council - SAD - 22nd & 23rd St Alley - 1st Meeting

Attachments

SAD - 31st Ave. N and 32nd Av
https://stpete1-my.sharepoint.com/:l

Final status: Approved

SM **Step 2: Approved by**
Stacey McKee 11/5/2026 3:26:00 PM

BP **Step 1: Approved by**
Brejesh Prayman 11/5/2026 3:24:14 PM

SJ **Requested by**
Sarah B. Johnson 11/5/2026 3:11:05 PM

Approvals - gcc
Report • Printed on November 5, 2026

Approved

Pre-approval 11/19 - SAD - 22nd & 23rd St Alley - 1st Meeting

PM - Winston Williams

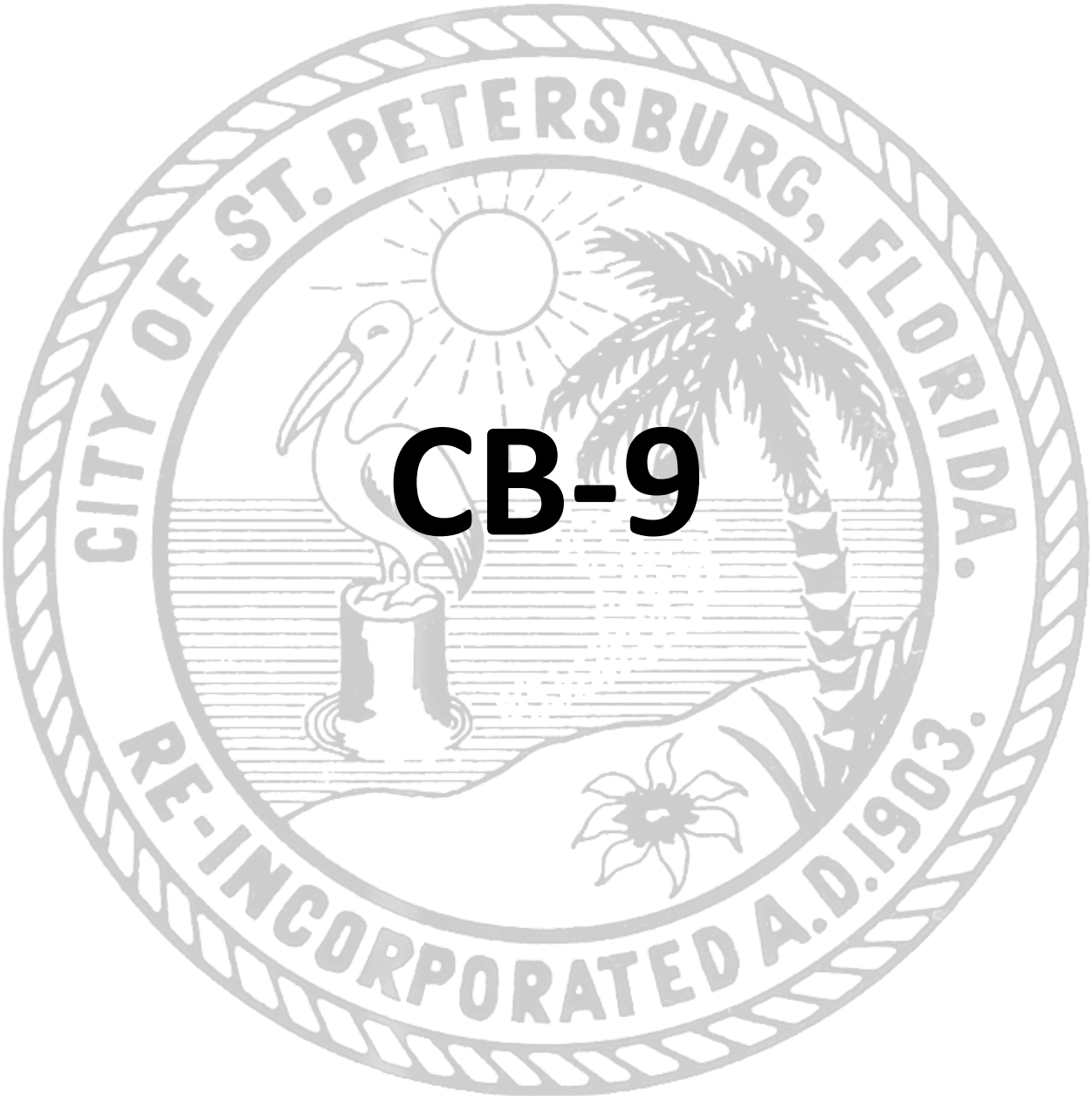
Attachments

SAD - 31st Ave. N and 32nd Av
https://stpete1-my.sharepoint.com/:

Final status: Approved

CT	Approved by Claude Tankersley	11/5/2026 2:52:31 PM
SJ	Requested by Sarah B. Johnson	11/2/2026 8:32:21 AM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to (i) accept a Florida Department of Law Enforcement (FDLE) grant in the maximum reimbursement amount of $10,000 to fund overtime costs for police personnel conducting identity theft and fraud investigations; (ii) to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Fiscal Support Division (140-1389), Identity Theft and Fraud Investigation Project FY27 (22125); and providing an effective date.
Please scroll down to view the backup material.



CB-9

St. Petersburg City Council

Consent Agenda
Meeting November 19, 2026

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

SUBJECT: A resolution authorizing the Mayor or his designee to (i) accept a Florida Department of Law Enforcement ("FDLE") grant in the maximum reimbursement amount of $10,000 to fund overtime costs for police personnel conducting identity theft and fraud investigations; (ii) to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Fiscal Support Division (140-1389), Identity Theft and Fraud Investigation Project FY27 (22125); and providing an effective date.

EXPLANATION: The Identity Theft and Fraud Program Grant ("Grant") has been awarded by FDLE to The City of St. Petersburg ("CITY") in the amount of $10,000 for this project. The Grant requires no matching funds. The CITY will serve as the representative to this grant and will be responsible for the grant over the year term. The CITY will submit expenditure reports to FDLE for reimbursement of all eligible costs. and the police department.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept the grant award of $10,000 from FDLE to fund overtime costs for police personnel conducting identity theft and fraud investigations; (ii) to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these grant revenues, to the Police Department, Fiscal Support Division (140-1389), Identity Theft and Fraud Investigation Project FY27 (22125); and providing an effective date.

COST/FUNDING INFORMATION: Revenues of up to $10,000 are to be received from FDLE and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Fiscal Support Division (140-1389), Identity Theft and Fraud Investigation Project FY27 (22125).

Attachments: Resolution
Grant Agreement

Approval

Administration: Megan McGee Budget: Patricia Pena

Resolution No. 2026-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO (I) ACCEPT A FLORIDA DEPARTMENT OF LAW ENFORCEMENT ("FDLE") GRANT IN THE MAXIMUM REIMBURSEMENT AMOUNT OF $10,000 TO FUND OVERTIME COSTS FOR POLICE PERSONNEL CONDUCTING IDENTITY THEFT AND FRAUD INVESTIGATIONS; (II) TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $10,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE GRANT REVENUES, TO THE POLICE DEPARTMENT, FISCAL SUPPORT DIVISION (140-1389), IDENTITY THEFT AND FRAUD INVESTIGATION PROJECT FY27 (22125); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") applied for and has been awarded a Florida Department of Law Enforcement grant for the period of October 1, 2026 through June 30, 2027, in the maximum reimbursement amount of $10,000 to fund overtime costs for Police personnel conducting identity theft and fraud investigations; and

WHEREAS, the City will submit expenditure documentation to the FDLE for reimbursement of eligible costs; and

WHEREAS, the grants funds will be available after a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional grant funds to the Police Department, Fiscal Support Division (140-1389), Identity Theft and Fraud Investigation Project FY27 (22125).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to (i) accept a Florida Department of Law Enforcement grant in the maximum reimbursement amount of $10,000 to fund to fund overtime costs for Police personnel conducting identity theft and fraud investigations and (ii) to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, the following supplemental appropriation for FY27:

General Fund (0001)
Police Department, Fiscal Support Division (140-1389),
Identity Theft and Fraud Investigation Project FY27 (22125) $10,000

This Resolution shall take effect immediately upon its adoption.

LEGAL:

00928521.docx

DEPARTMENT:

Megan McGee

BUDGET:

Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Identity Theft and Fraud (IDTF) Grant Program

Award Number:	TF014
Recipient:	City of St. Petersburg
Grant Activity Period:	10/01/2026 – 06/30/2027
Award Amount:	$10,000.00
CSFA Catalog Number:	71.042

This grant award agreement ("agreement" or "award") is entered into by and between the Florida Department of Law Enforcement (herein referred to as the "Department" or "FDLE") and the City of St. Petersburg (herein referred to as the "Recipient"). The Department and Recipient are sometimes referred to herein individually as a "Party," or collectively as the "Parties".

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, the Department has the authority under Section 943.0412, Florida Statutes, to administer the Identity Theft and Fraud Grant Program.

WHEREAS, the Department has an appropriation for the 2026-2027 state fiscal year authorizing $10,000.00 in nonrecurring funds to be provided to the Recipient to support the investigation and enforcement of personal identification information theft and fraud; and

WHEREAS, the Recipient represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Financial and Performance Reporting Requirements
Section VI: Payments
Section VII: Award Contacts
Section VIII: Special Conditions
Section IX: Audit Requirement for Awards of State and Federal Financial Assistance
Section X: Standard Terms and Conditions
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

The Department shall reimburse the Recipient for allowable costs, as approved in Section II of this agreement, related to the investigation and enforcement of personal identification information theft and fraud. Costs associated with awareness campaigns, community outreach, education, etc. is considered out of scope for this program and is not permitted.

The specific deliverables associated with this scope of work are outlined in Section II. The following costs may be considered eligible for reimbursement if a specific allocation is approved by the Department and explicitly included in Section III of this agreement:

(1) Personnel costs (overtime and associated employer-paid benefits) paid by the Recipient for overtime hours worked by a sworn officer for investigation and/or enforcement activities. Only overtime hours worked between 10/01/2026 and 06/30/2027 are eligible for reimbursement. If a Recipient's pay period splits the dates above, the Recipient shall prorate the reimbursement request to include only the hours worked during the period above. Straight time over regularly scheduled hours may be considered for reimbursement at the Department's sole discretion.

(2) Identity theft and fraud-related training and conferences for investigative personnel (registration fees and travel costs).

(3) Investigative equipment and/or supplies (skimmers, ERAD devices, digital readers, computers, cryptocurrency wallets, etc.).

(4) Investigative/forensic software and electronic tools (licensing/subscriptions must be prorated for a maximum of one year).

(5) Surveillance equipment to be used specifically for personal identity theft and fraud investigations.

The following costs are prohibited and not eligible for reimbursement under this program:

(1) Investigations of corporate fraud or other types of fraud;

(2) Community outreach initiatives and expenses;

(3) Educational brochures and materials for the public;

(4) Certification exam fees (study materials/manuals, classes, and training are allowable);

(5) Membership dues;

(6) Trinketts and giveaways;

(7) Uniforms and/or standard issue equipment;

(8) Construction/remodels;

(9) Food and beverage;

(10) Regular salaries (non-overtime)

(11) Vehicles, tractors, trailers, vessels, and/or aircraft;

(12) Standard office supplies (pens, pencils, paper, calculators, toner, etc.)

(13) Audio/visual presentation equipment (projectors, screens, speakers, sound equipment, etc.)

(14) Office furniture (desks, chairs, etc.); and/or

(15) Administrative costs and overhead.

SECTION II: DELIVERABLES

The Recipient shall determine the specific tasks and objectives associated with each approved activity below.

Financial Consequences: Each deliverable below is a cost-reimbursement deliverable. Only allowable activities completed and attested to through the submission of the payment request, and accompanied by the appropriate documentation, will be eligible for reimbursement.

Deliverable 1	The Recipient will use grant funds to pay overtime costs for approximately nine Detectives and one Sergeant conducting identity theft and fraud investigations.
Minimum Performance Criteria:	Personnel working on the project will be paid a rate consistent with the Recipient's compensation and pay policy. Documentation includes an attestation of activities or services rendered on the expenditure report.
Price:	$10,000.00

SECTION III: APPROVED BUDGET

Budget Category	Total
A. Personnel (Salary/Overtime)	$10,000.00
B. Fringe Benefits	$0.00
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$0.00
F. Construction	$0.00
G. Consultants/Contracts	$0.00
H. Other Costs	$0.00
TOTAL	**$10,000.00**

The following standard budget terms are applicable to this award:

(1) All expenditures of state financial assistance under this award must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(2) Recipients may transfer up to 10% of the total budget between current, approved budget line items listed below without prior approval. The Recipient must submit a monetary amendment in accordance with Section IV when there will be a transfer of more than 10% of the total budget between categories, or when the Recipient is requesting approval for a new line-item cost.

(3) The line item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals, and may be categorized as a "kit", "bundle", "system", etc.

(4) Award funds may be used to pay for applicable shipping, freight, permitting, and/or installation costs, even if such costs are not directly spelled out in the line item(s) below.

(5) All quantities, rates, and costs listed below are estimated based on the information available at the time of application or amendment. The amount reimbursed to the Recipient may differ based on the actual costs of items, as evidenced by the applicable documentation outlined in Section V of this agreement.

(6) The Recipient may submit for reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Recipient must be accompanied by the applicable documentation outlined in Section V of this agreement. The Department's determination of acceptable expenses reimbursed under this award shall be conclusive.

Category	Line Item	Description	Total
A. Personnel	Officer OT	Funds are allocated to support overtime costs for approximately nine Detectives and one Sergeant working identity theft and fraud cases. The Detectives' overtime rate is approx. $61.93 per hour; the Sergeant's overtime rate is approx. $83.93 per hour.	$10,000.00
		Total:	**$10,000.00**

SECTION IV: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Recipient.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount or change the amounts allocated among individual line items outlined in Section III of this agreement, may be submitted by the Recipient through the Department's electronic grant management system. This applies to the following types of amendments:

(a) Changing a key contact listed in Section VII of this agreement; or

(b) Requesting to close the grant early when all activities have been completed.

(2) Monetary Amendments: Amendment requests that alter the total award amount, change the amounts allocated among line items in Section III of this agreement, or request approval for new line items to be included in Section III of this agreement, may be requested by the Recipient through the submission of a written notice to the Department Grant Manager. Monetary amendments submitted within the last 30 days of the award period will be reviewed and approved on a case-by-case basis. Any financial obligations or costs incurred by the Recipient prior to the monetary amendment being approved by the Department are at risk of being deemed ineligible for reimbursement under this award.

(3) Extensions: Extensions to this agreement are not permitted.

SECTION V: FINANCIAL AND PERFORMANCE REPORTING REQUIREMENTS

All payment requests associated with this agreement must be submitted through the Department's electronic grant management system on a monthly basis for the life of the award. Instructions for submitting payment requests in the Department's electronic grant management system will be provided to the Recipient upon execution of this agreement.

If the Recipient does not have any eligible expenses to request for reimbursement during a particular month, they are only required to adhere to subtitle (2) of this section.

If the Recipient is requesting reimbursement of eligible expenses during a particular month, the Recipient must complete the activities outlined in subtitles (1) through (3) of this section, in sequential order, to submit a payment request.

(1) Expense Entry: The Recipient is responsible for entering the individual expenses associated with allowable budget items in Section III of this agreement and in accordance with the requirements outlined in the Department's instructions provided upon execution of this agreement. At a minimum, each expense entry must include attachments of the following supporting documentation based on the expense type. The Department may require additional documentation during its review to make a determination of allowability of an expense under this agreement.

(a) Personnel Costs (Overtime and Associated Fringe Benefits): All personnel cost reimbursements must include the timesheet and paystub. If the Recipient is requesting reimbursement for overtime that is not documented on the individual's standard timesheet, the documentation for the overtime hours requested must be provided. Similarly, if the paystub does not clearly show the portion of EMPLOYER-paid benefits, the statements or financial reports that detail those benefits must be provided.

(b) Travel Costs: Reimbursement of travel-related expenses typically falls into one of two categories:

- A direct payment occurs when the Recipient pays for a travel expense on behalf of the traveler and does not reimburse the traveler for the expense. If the Recipient issued a direct payment for a travel expense, the reimbursement submitted to the Department must include a copy of the invoice/receipt and the proof of payment showing where the Recipient paid the expense.
- A traveler reimbursement occurs when the traveler pays for their own travel expense and submits a request to the Recipient for reimbursement of their travel costs. In this instance, the reimbursement submitted to the Department must include a completed travel voucher form and proof of payment that shows the Recipient reimbursed the traveler for the travel expense.

In addition to the requirements above, additional documentation required when submitting a reimbursement to the Department depends on the type of travel expense being requested.

The following travel expense receipts ARE required for reimbursement:

- Hotel/Lodging
- Airfare/Baggage Fees
- Rental car and associated fuel costs
- Local Transportation/Taxi/Rideshare
- Parking/Tolls

The following travel expense receipts ARE NOT required for reimbursement:

- Meals
- Per Diem

If the travel expense requested for reimbursement is for mileage, the Recipient must include documentation of map mileage (i.e., google maps trip).

If the travel expenses requested for reimbursement are related to attending a conference or training, the Recipient is required to provide a copy of the agenda and/or schedule. If the conference or training provided meals, regardless of whether the attendee consumed them, the Recipient cannot request reimbursement for the corresponding meal expenses.

(c) Equipment, Supplies, or Other Costs: All reimbursement requests for equipment, supplies, and other costs must include a copy of the Recipient's purchase order/requisition (or similar documentation showing the order date), the invoice provided by the vendor/supplier, and proof of payment showing that the Recipient paid the invoice.

(d) Consultants/Contracts: All reimbursement requests for construction or consultant/contract activities must include a copy of the invoice, a service log or other documentation of activities performed for the associated invoice, and proof of payment showing that the Recipient paid the invoice.

At a minimum, in relation to (b) through (d) above, any invoice submitted as documentation must contain: the dates of service, a brief description of the item or service provided, the number of units, and the cost per unit.

Similarly, acceptable forms of proof of payment for (b) through (d) above include copies of processed checks (front and back images), card statements showing a charge has posted to the account, or a bank statement showing funds have been withdrawn from an account.

(2) Closing Budget Reporting Periods: The Recipient is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The Recipient must close each reporting period no later than the last day of the month immediately following the end of the reporting period. For example, the reporting period for November 1 through November 30 is due no later than December 31. Failure to close the reporting period by the last day of the following month will result in a delay in payment.

(a) As a part of closing the reporting period each month, the Recipient shall answer the performance questions on the associated budget reporting period with sufficient detail to document the progress of any activity associated with the award. The Recipient shall maintain sufficient documentation to support the progress and activities reported each month. The Department may request this information during their review of any payment request.

(i) If the project supported by this agreement is not operational within 60 days of the execution of this agreement, or the start date of the award period (whichever is later), the Recipient must include sufficient information regarding the steps taken to date to initiate the project, the reason(s) for the delays, the anticipated start date, and actions to be taken towards implementation in the next 30 days.

(ii) If the project supported by the agreement is not operational within 90 days of execution of this agreement, or the start date of the award period (whichever is later), the Recipient must include additional explanation for the implementation delay and a revised project timeline. The Department shall decide if the delay is justified, or shall, at its discretion and through an administrative amendment, require additional project documentation and justifications throughout the award period.

(iii) For the purposes of this agreement, "not operational" means no activity has occurred that correlates with making progress toward completing the deliverables outlined in Section II.

For any budget period that ended prior to the activation of this award in the electronic grant management system, the Recipient shall enter expenses (if applicable) and close the associated budget reporting period(s) within 45 days of the activation date. In this instance, if any of the reporting periods have expenses for reimbursement, the Recipient may link all reporting periods to the first payment request. All other payment requests submitted under this agreement shall only be linked to one reporting period, unless exceptions are granted by the Department.

(3) Submitting the Payment Request: The Recipient is responsible for creating and submitting each payment request in the electronic grant management system. The submitted payment request must be linked to the respective closed reporting period and associated expenses under subtitles (1) and (2) of this section. In order to receive prompt reimbursements of eligible expenses under this award, Recipients are strongly advised to submit payment requests no earlier than the first day of the month following a reporting period, and no later than 30 days after the end of the reporting period. For example, if a payment request is for expenses incurred between November 1 and November 30, the payment request should be submitted to the Department between December 1 and December 30. The Recipient's failure to submit a payment request to the Department by the advised deadlines will result in delays in receiving payments.

(4) Final Reconciliation and Closeout: The Recipient shall complete an internal financial review of all deliverables, activities, contracts, orders, and all other items associated with this agreement and ensure the final reporting period and any associated final payment request are submitted within 60 days of the end date of the agreement. In the event this award is subject to a programmatic performance extension, as referenced in Section IV, subtitle (3), the Recipient shall complete the final payment request within 60 days of the original end date of the award. This liquidation period is available only for the recipient to receive and reconcile outstanding invoices, payments, and similar obligations that were incurred prior to the end date of the award. No new obligations, activities, or orders can be made after the end of the award and submitted for reimbursement.

(5) Withholding of Funds: The Department shall reject any payment request for costs related to an uncleared "Withholding of Funds" condition in Section VIII of this agreement. Payment shall be withheld until the requirements of the condition have been met and the condition is cleared through an administrative amendment. For a delinquency associated with subtitle (2) of this section, and/or any issue of noncompliance with the terms and conditions of this agreement that arises during the course of the award, the Department may issue an administrative amendment to add a withholding of funds condition to the award to prevent payment until the delinquency or noncompliance issue is resolved.

SECTION VI: PAYMENTS

This is a cost reimbursement agreement with the limited ability to advance funds as outlined in the next paragraph. Funds under this agreement will be disbursed to the Recipient for allowable costs incurred during the project period and in conjunction with the receipt, review, and approval of a submitted payment request and all required supporting documentation, as outlined in Section V of this agreement. All payment requests submitted to the Department will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and any Florida Department of Financial Services guidelines. Additional documentation not outlined in Section V of this agreement may be requested by the Department and/or the Florida Department of Financial Services. The Recipient may be required to provide the additional requested documentation prior to any funds being disbursed for a submitted payment request.

If a cost-reimbursement payment would result in a significant hardship for the Recipient, a cash advance for the immediate payment of an invoice, or the immediate procurement of equipment/supplies may be requested in the Department's electronic grant management system. Cash advances under this agreement are subject to the provisions outlined in Chapter 216, Florida Statutes, and are also subject to the following limitations:

(1) Cash advances are limited to no more than 25% of the total award amount. Any request in excess of 25% must include a clear justification demonstrating the need for the additional funding and will be reviewed on a case-by-case basis.

(2) The cash advance request must be accompanied by documentation including an executed purchase order (if required by the Recipient's own procurement policy) and a ready-to-pay invoice from a vendor/supplier. Advanced funding for personnel costs is unallowable.

(3) The Recipient may request one cash advance at a time. The Department may approve a subsequent cash advance before a prior advance is fully reconciled in very limited, case-by-case situations.

(4) Advanced funding shall be utilized for the approved purpose within 30 days of receipt of the funds via check/warrant or EFT. In the event there are delays with utilizing the advanced funding by the deadline, the Recipient is responsible for communicating these delays with the Department's Grant Manager.

(5) The Recipient shall obtain proof of payment and reconcile the cash advance with Department within 45 days of receipt of the advanced funds. In the event there are delays in obtaining proof of payment by the deadline, the Recipient is responsible for communicating these delays with the Department's Grant Manager.

(6) Any amount of advanced funding not utilized for the approved purpose shall be refunded to the Department prior to any additional funds being disbursed under this agreement. The Department may require the Recipient to refund a portion or all of the advanced funding if the Recipient is not compliant with the deadlines in (4) and (5).

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, the availability of funds, and is subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Recipient's own selection in the state's vendor information system. A Recipient that wishes to enroll in direct deposit payment can access information on the process on the Florida Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VII: AWARD CONTACTS

Department's Grant Manager

Ryan Derrick
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1271
RyanDerrick@fdle.state.fl.us

Recipient's Grant Manager (RGM)

Zulekha Foulen
Special Projects Manager
1301 First Avenue North
St. Petersburg, FL 33705
727-551-3255
zulekha.foulen@stpete.org

Recipient's Chief Official (CO)

Kenneth T. Welch
Mayor
175 5th St N
St. Petersburg, FL 33701
727-893-7201
mayor@stpete.org

Recipient's Chief Financial Officer (CFO)

Pamela West
Fiscal Services, Division Manager
1301 First Avenue North
St. Petersburg, FL 33705
727- 893-7374
pamela.west@stpete.org

Any changes to the Recipient's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION VIII: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified as a "Withholding of Funds" condition must be cleared through an administrative amendment processed by the Department's Grant Manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	The intent of this program is to increase investigation and enforcement efforts for identity theft and fraud. Community education and awareness related expenses are not allowable under this award.

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by 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 or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff 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.

Part I: Audits – 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 §200.90, §200.64, and §200.70.

(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 200, Subpart F -

Audit Requirements. **EXHIBIT 1** of this section lists the federal resources awarded through the Department 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. 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 §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 200, Subpart F – Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards 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 sources (i.e., the cost of such audit must be paid from Recipient resources obtained from nonfederal l entities).

Part II: Audits – State Funded:

(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 Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department 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, 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) For 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), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(3) If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from sources other than state entities).

Part III: Other Audit Requirements: The Recipient shall provide a completed "Single Audit Certification" for each Recipient fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Recipient receives the auditor's annual financial report, or nine months after the end of the Recipient's fiscal year, whichever is earlier.

Part IV: Report Submission:

(1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, 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. The FAC's website (https://www.fac.gov) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.

(2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department at the following email address: OCJGSFA@fdle.state.fl.us

(b) The Florida Auditor General's Office at each of the following locations:

Electronic copy: The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.

(3) Documentation required by Part III of this section shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

(4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, Recipients should indicate the date the reporting package was delivered to the Recipient.

Part V: Record Retention: The Recipient shall retain sufficient records demonstrating compliance with the terms of this award agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, the CFO, or Auditor General, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Exhibit 1

FEDERAL RESOURCES:
There are no federal resources awarded to the Recipient pursuant to this agreement.

STATE RESOURCES:
State resources awarded to the Recipient pursuant to this agreement consist of the following:

(1) Matching Resources for Federal Programs: N/A

(2) Subject to section 215.97, F.S.:

(a) State Project

State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Identity Theft and Fraud Grant Program
CSFA Number: 71.042
Award Number: TF014
Award Amount: $10,000.00

(3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

(a) The compliance requirements for award TF014 are outlined in this agreement.

SECTION X: STANDARD TERMS AND CONDITIONS

The following terms and conditions will be binding upon the execution of this agreement between the Recipient and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Recipient through an administrative award amendment.

(1) Governing Regulations of the State of Florida: This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

(a) Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

(c) Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

(d) Sponsorship: If the Recipient is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including funds obtained through this agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.

(e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.

(f) Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

(g) E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

(h) Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

(i) Non-Disclosure Agreements: The Recipient shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

(j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be 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's fees incurred in connection with disputes arising under the terms of this agreement.

(k) Insurance: The Recipient shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this agreement. All insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

(l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

(m) Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

(i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
(ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
(iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
(iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
(v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
(vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

(a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Recipient may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Recipient in excess of what should have been paid, the Recipient shall refund the overage to the Department.

(b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Recipient's performance of allowable activities outlined in this agreement.

(c) Financial Management: The Recipient agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.

(d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.

(e) Taxes: The Recipient may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Recipient shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

(f) Refunds: If the Recipient, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Recipient shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.

(g) Recoupment of Funds: If the Recipient's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Recipient under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Recipient shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

(a) Legal Proceedings: The Recipient shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings")

involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

(b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Recipient, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Recipient's ability or willingness to perform work under this agreement, upon the Department's request, the Recipient shall provide the Department with all reasonable assurances that: (1) the Recipient will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Recipient and/or its employees, agents, vendors, and contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

(c) Notification of Instances of Fraud: Upon discovery, the Recipient shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.

(d) Conflicts of Interest: The Recipient shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Recipient must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Recipient organization or its affiliates.

(e) Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) Public Records Requirements: This agreement is subject to the following public records related conditions.

(a) Public Records Law: The Recipient shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. The Department may unilaterally terminate this agreement if the Recipient refuses to allow public access to records as required by law.

(b) Public Records Requests Originating from the Department: In the event the Department requests public records related to this agreement, the Recipient shall provide copies of all requested information to the Department within 10 business days of the request. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.

(c) Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Recipient claims are confidential shall be redacted. If the Recipient fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.

(d) Requests for Redacted Records: If the Department receives a request for records that include those marked as confidential, the Department will provide the Recipient-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Recipient that such assertion has been made. It will be the Recipient's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Recipient claims as confidential in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Recipient shall be responsible for defending their own determination of record confidentiality. No right or remedy for damages against the Department may arise from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption.

(e) Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.

(f) Applicability of Chapter 119, F.S.: If the Recipient has questions regarding the application of Chapter 119, F.S., and/or the Recipient's duty to provide public records related to this agreement, the Recipient shall contact the Department's Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) Nonexpendable Property: If this agreement provides funding for the acquisition of nonexpendable property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

(a) Procurement Guidelines: The Recipient shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Recipient shall adhere to state procurement guidelines as applicable.

(b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.

(c) Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Recipient shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

(d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Recipient. The Recipient shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

(e) Equipment Disposition: If the Recipient intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Recipient shall notify the Department by completing and submitting the CJG's State Financial Assistance Equipment Disposition Form. The Recipient shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) Purchase of or Improvements to Real Property: If this agreement contains funding for the purchase of or improvement to real property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property,

which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

(a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Recipient shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.

(b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Recipient is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Recipient shall provide an affidavit completed by an agent or director of the Recipient organization, certifying, under oath, the Recipient is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Recipient shall adhere to the additional related requirements outlined in the subparagraphs below.

(i) The Recipient shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department. The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.

(ii) The Recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

(iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Recipient may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

(iv) The Recipient shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

(v) Prior to the disbursement of any grant funding under this agreement, the Recipient shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Recipient's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Recipient shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or

any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.

(vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Recipient shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

(vii) The Recipient shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Recipient to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.

(c) Expiration of Security Interest: Upon the expiration of this agreement, the Recipient is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Recipient organization is not sold, merged, or acquired; (2) the real property is owned by the Recipient; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Recipient is unable to satisfy any of these three requirements, the Recipient shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Recipient under this agreement.

(7) Subawards, Contracts, and Assignments: Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Recipient may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Recipient must adhere to the conditions outlined below.

(a) Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Recipient's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Recipient and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Recipient shall ensure that any third party performing work under this agreement are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Recipient is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Recipient may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.

(b) Subrecipient Responsibilities: If the third party is determined to have a subrecipient relationship with the Recipient identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Recipient shall include the aforementioned requirements in their third-party agreement.

(c) Subrecipient agreements: Pursuant to section 215.971, F.S., the contractual agreement between the Recipient and any third-party subrecipient performing work under this award shall include, or be amended to include:

(i) A scope of work that clearly establishes the tasks and activities the third party will perform.

(ii) Specific deliverables related to the tasks/activities outlined in the scope of work.

(iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.

(iv) The financial consequences that will apply if the minimum level of performance is not attained.

(v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.

(d) Timely Payment of Advanced Funds to Third Parties: If the Recipient receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Recipient shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Recipient's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Recipient and paid to the third party in the amount of one-half of one percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) Non-profit Recipient Additional Requirements: If the Recipient is a non-profit organization, the Recipient must adhere to the conditions outlined below. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

(a) Allocations for Remuneration Form: Pursuant to section 216.1366(3), and Executive Order 22-44, a Recipient that is a non-profit entity must provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the Recipient's board of directors or an executive officer within the Recipient organization. If required by a condition listed in Section VIII of this agreement, the Recipient shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Recipient maintains a website.

(b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Recipient shall post any complete "Compensation Paid Using State Funds" form on their website, if the Recipient maintains a website.

(c) IRS Form 990: Pursuant to Executive Order 22-44, a Recipient that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Recipient is required to adhere to the conditions outlined below.

(a) Limitations of Liability: Both the Recipient and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.

(b) Limitations of Liability for Intellectual Property: The Recipient shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments,

damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Recipient believes is likely to become the subject of such suit, the Recipient may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.

(c) Indemnification Contingencies: The Recipient's obligations under paragraphs (a) and (b) above, with respect to any legal action, are contingent upon the State of Florida or the Department giving the Recipient: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend such action at the Recipient's sole expense; and (3) assistance in defending the action at the Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

(d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Recipient's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

(a) Termination for Cause: The Department shall notify the Recipient, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work under this agreement. If the Recipient fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

(b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Recipient at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.

(c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Recipient that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Recipient. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(d) Recipient's Responsibilities upon Termination: Upon receipt of a notice of termination, the Recipient shall:

(i) Stop all work on the date the termination notice is received to the extent specified in the written notice;

(ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;

(iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Recipient's possession in which the Department has or may acquire an interest; and

(iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Recipient for its services in connection with the transfer or assignment.

(e) Force Majeure: Neither the Recipient nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.

(f) Notification Requirements for Force Majeure Delays: If the Recipient believes a delay is excusable under paragraph (e) above, the Recipient shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Recipient knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Recipient first had reason to believe a delay could result if the delay was not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Recipient's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Recipient of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Recipient shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.

(g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Recipient shall resume performance as soon as reasonably feasible after the conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Recipient to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Recipient of such decision.

(h) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.

(i) Survival: Any term, condition, or obligation of the Recipient and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION XI: AWARD SIGNATURES

In witness whereof, the Department and Recipient affirm they each have read and agree to the conditions set forth in Section VII through Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: TF014 **Award Amount:** $10,000.00

Recipient
City of St. Petersburg

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Kenneth T. Welch, Mayor

***** If using a designee, sign the Chief Official Designee section below *****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

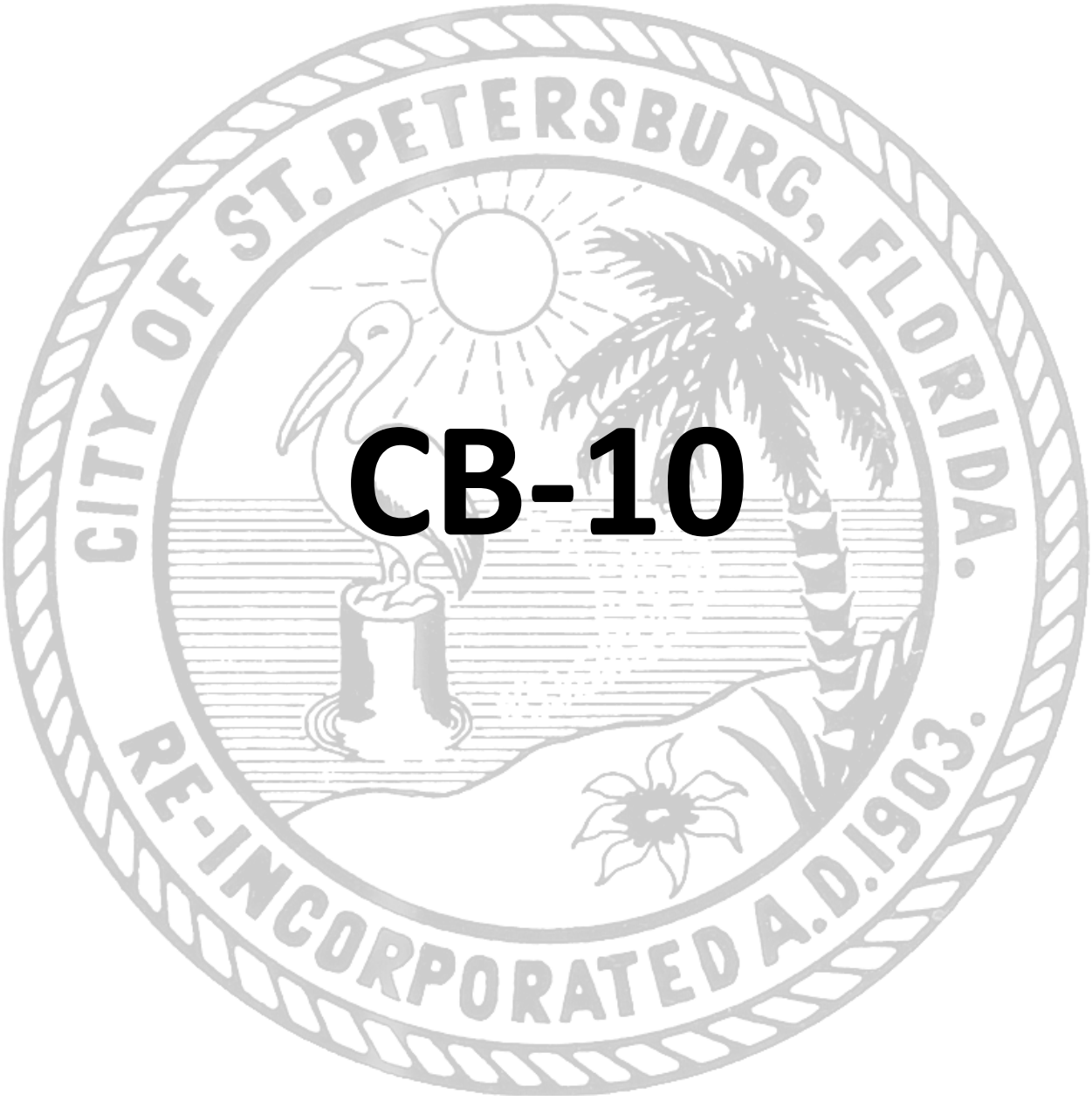
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

The following page(s) contain the backup material for Agenda Item: A resolution approving Amendment No. 2 to the 2024 Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement; authorizing the City Attorney's Office to make non-substantive changes to Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement; authorizing the Mayor or his designee to execute Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement; approving a supplemental appropriation in the amount of $225,000 from the increase in the unappropriated balance of the Emergency Medical Services Fund (1009), resulting from Amendment 2, to the Fire Rescue Department, EMS Division (150-1513); and providing for an effective date.
Please scroll down to view the backup material.



CB-10

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 19, 2026

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

SUBJECT: A resolution approving Amendment No. 2 to the 2024 Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement; authorizing the City Attorney's Office to make non-substantive changes to Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement; authorizing the Mayor or his designee to execute Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement; approving a supplemental appropriation in the amount of $225,000 from the increase in the unappropriated balance of the Emergency Medical Services Fund (1009), resulting from Amendment 2, to the Fire Rescue Department, EMS Division (150-1513); and providing for an effective date.

EXPLANATION: In October 2024, the City of St. Petersburg (the "Contractor") and the Pinellas County Emergency Medical Services Authority (the "Authority") entered into the 2024 Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement for provision of ALS First Responder Services for an initial term of five (5) years.

In November 2025, Amendment No 1. to the 2024 Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement was passed which replaced Appendix A to provide funding for capital replacement and additional full-time equivalent Paramedics. The Authority and the Contractor previously agreed to increase the number of full-time equivalent Paramedics to the amount required by the Authority's relief staffing multiplier, in relation to the authorized Paramedic positions by FY25-26 using a phased in approach. In FY25-26, full-time equivalent Paramedics increased from 120 to 128, an increase of eight (8) as an enhancement to the overall EMS system. Contractor also agreed to use best efforts to implement Aladtec or successor County scheduling software for CME instructor reimbursement as requested by the Authority. Rather than moving to an Authority formula, reimbursement to the Contractor for vehicle maintenance will continue utilizing current processes.

This Second Amendment replaces Appendix A to increase funding for capital replacement, adds an additional full-time Lieutenant, and increases the hourly CME reimbursement cap. The Second Amendment also states that the Authority shall provide and maintain the Learning Management System for the Contractor's students at no cost to the Contractor.

RECOMMENDATION: Administration recommends the approval of Amendment No. 2 to the 2024 Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement; authorizing the City Attorney's Office to make non-substantive changes to Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement; authorizing the Mayor or his designee to execute Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement; approving a supplemental appropriation in the amount of $225,000 from the increase in the unappropriated balance of the Emergency Medical Services Fund (1009), resulting from Amendment 2, to the Fire Rescue Department, EMS Division (150-1513); and providing for an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the Emergency Medical Services Fund (1009). Additional funding for the increase in the medic units reimbursement cap will be available after the approval of a supplemental appropriation in the amount of $225,000 from the increase in the unappropriated balance of the Emergency Medical Services Fund (1009), resulting from Amendment 2, to the Fire Rescue Department, EMS Division (150-1513).

Attachments: Resolution
Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement

APPROVALS:

Administration: Kimberly Schultz Digitally signed by Kimberly Schultz DN: DC=org, DC=etpete, OU=CSP, OU=Fire, OU=Users, OU=Administration, CN=Kimberly Schultz, E=kimberly.schultz@etcetc.org Reason: I am the author of this document Location: your signing location here Date: 2026.11.04 18:38:01-05'00' Foxit PDF Editor Version: 11.2.2

Budget: Noah D. Caprio Digitally signed by Noah D. Caprio Date: 2026.11.05 11:51:56 -05'00'

Resolution No. 2026 - _____

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE 2024 EMERGENCY MEDICAL SERVICES ADVANCED LIFE SUPPORT (ALS) FIRST RESPONDER AGREEMENT; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO AMENDMENT NO. 2 TO THE 2024 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO THE 2024 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $225,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE EMERGENCY MEDICAL SERVICES FUND (1009), RESULTING FROM AMENDMENT 2, TO THE FIRE RESCUE DEPARTMENT, EMS DIVISION (150-1513); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (the "City) and the Pinellas County Emergency Medical Services Authority (the "Authority") entered into the 2024 Emergency Medical Services ALS First Responder Agreement for provision of ALS First Responder Services for an initial term of five (5) years; and

WHEREAS, the parties desire to amend the 2024 Agreement to provide additional funding, including an increase for capital replacement, add an additional full-time Lieutenant, and increase the hourly CME reimbursement cap; and

WHEREAS, the Second Amendment also requires the Authority to provide and maintain the Learning Management System for the Contractor's students at no cost to the Contractor.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement between the City and the Authority is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement between the City and the Authority.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute Amendment No. 2 to the 2024 Emergency Medical Services ALS First Responder Agreement between the City and the Authority.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Emergency Medical Services Fund (1009), resulting from Amendment 2, the following supplemental appropriation for FY27:

Emergency Medical Services Fund (1009)

Fire Rescue Department, EMS Division (150-1513)	$225,000

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Jane E. Wallace Digitally signed by Jane E. Wallace Date: 2026.11.05 14:08:44 -05'00'

Administration: Brett G. Ciskoski Digitally signed by Brett G. Ciskoski DN: CN=Brett G. Ciskoski, DC=stpete, OU=Operations, E=Brett.Ciskoski@stpete.org Reason: I am approving this document Location: Date: 2026.11.05 14:19:47-05'00' Foxit PDF Reader Version: 2026.1.0

Budget: Elizabeth M. Makofske Digitally signed by Elizabeth M. Makofske Date: 2026.11.05 14:38:59 -05'00'

2024 EMERGENCY MEDICAL SERVICES

ALS FIRST RESPONDER AGREEMENT

AMENDMENT NO. 2

CITY OF ST. PETERSBURG

October 1, 2026

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

2024 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT AMENDMENT NO. 2

THIS SECOND AMENDMENT amending the **2024** Emergency Medical Services ALS First Responder Agreement, made this _____ day of _____ 2026, between the CITY OF ST. PETERSBURG, a Florida municipal corporation (”Contractor”), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (“Authority”), (the Contractor and the Authority collectively referred to herein as the “Parties”).

In consideration of the mutual benefits set forth below, the Parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to the Emergency Medical Services ALS First Responder Agreement, which contract is referred to herein as the “2024 Agreement”.
2. On November 18, 2025, the Parties entered into Amendment No.1 to the 2024 Agreement.
3. Section 701(e) of the 2024 Agreement as amended provides for an extraordinary budget increase which must be negotiated prior to the beginning of the next fiscal year in the event any proposed budget submitted by the Contractor should exceed three and one-half (3 1/2%) percent of the prior Fiscal Year’s budget. The Contractor’s funding for FY25-26 totaled $25,344,108 and the FY26-27 budget submitted is $26,848,261. The extraordinary cost increase is $1,504,152 or 5.93%. The position Rescue Lieutenant SP504 will be funded separately with Contractor held EMS reserve funds for FY26-27. The position Rescue Lieutenant SP504 is not guaranteed to be funded by the Authority beyond FY26-27.

4. Amended Appendix A of the 2024 Agreement as amended is hereby deleted and replaced with Second Amended Appendix A, which is attached hereto and made a part hereof by reference. All references in the 2024 Agreement as amended to Appendix A or Amended Appendix A shall mean Second Amended Appendix A. The Authority hereby agrees to and has funded and authorized the Contractor's budget submission of $26,848,261 for FY26-27, which change is reflected on Second Amended Appendix A hereto.
5. Section 701(c) provides for the reimbursement caps for vehicles. Authority and Contractor agree the reimbursement caps for FY26-27 are rescue units ($380,000), medic units ($200,000), and staff vehicles ($75,000).
6. Section 703 provides for reimbursement for CME Instructors, participation in public education/community paramedic programs, quality improvement committees, and Advanced Practice Paramedic training. Authority and Contractor agree to increase the hourly reimbursement caps from $75.00 per hour to $80.00 per hour.
7. Section 702(a) shall be amended as follows:

   (a) Learning Management System. The Authority shall provide and maintain the Learning Management System for Contractor's students at no cost to Contractor.
8. Except as is otherwise set out herein, the Contractor and the Authority agree that upon approval by the respective Boards of the Contractor and the Authority and upon signing this Second Amendment, all terms of the 2024 Agreement as amended will remain in full force and effect.
9. Contractor and Authority agree that the effective date is October 1, 2026.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Second Amendment to be executed on this _____ day of _____, 2026.

ATTEST:
KENNETH BURKE, CLERK

By: _____
Deputy Clerk

(seal)

APPROVED AS TO FORM:

_____
Office of the County Attorney

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
By and through its Board of County Commissioners

By: _____
Chairman

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Print: _____

Title: _____

Attest:

_____
City Clerk

(seal)

Approved as to Content and Form:

_____
City Attorney (designee)
00929624

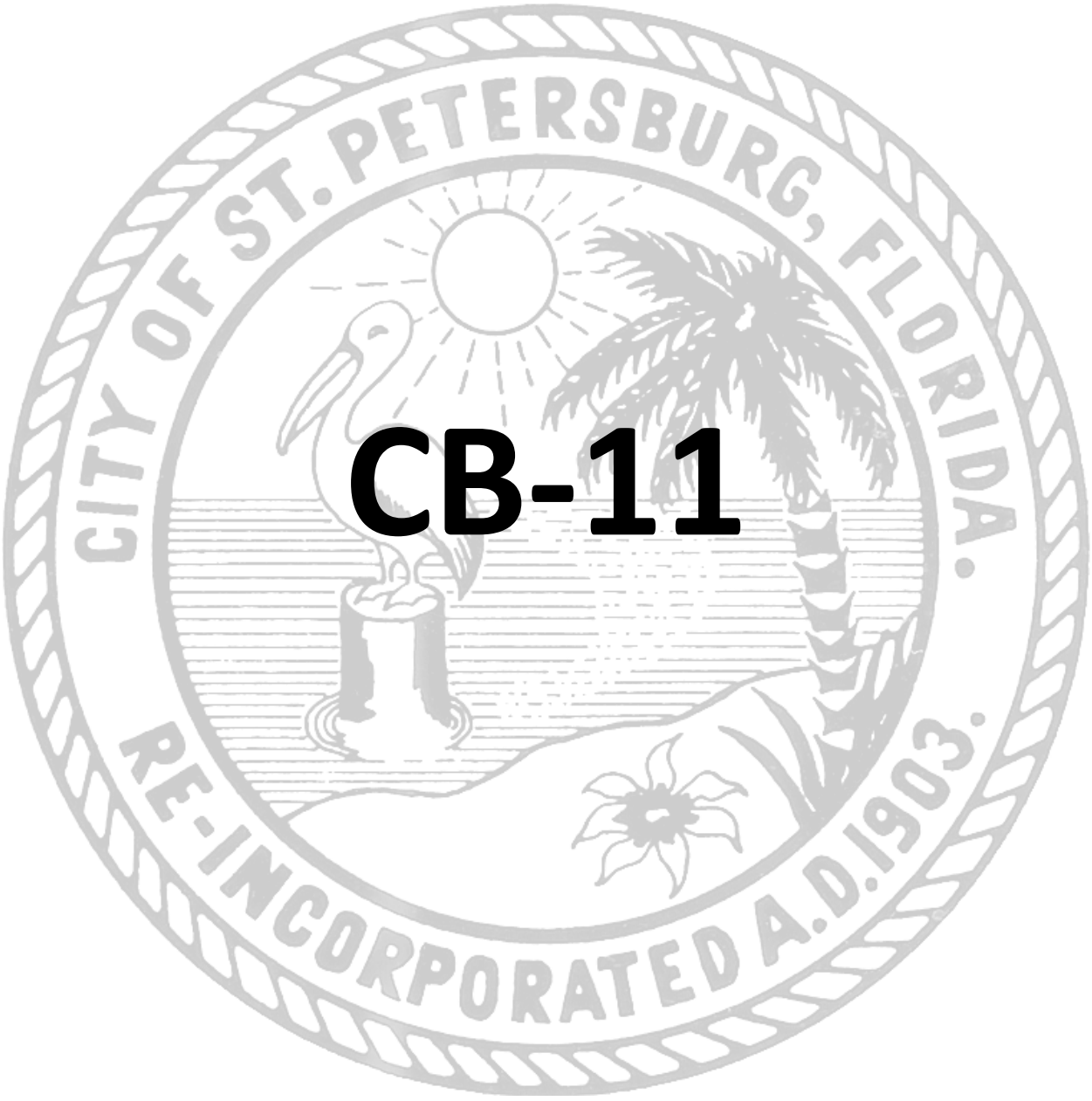
Second Amended Appendix A
ALS First Responder Profile

Contractor	St. Petersburg
EMS District(s)	St. Petersburg EMS District
Authority Funded Units	Medic 1 (12/7) Medic 3 (12/7) Medic 7 (12/7) Rescue 1 Rescue 3 Rescue 4 Rescue 5 Rescue 6 Rescue 7 Rescue 8 Rescue 9 Rescue 10 Rescue 11 Rescue 13 Engine 2 Engine 12 Engine 14
Contractor Funded Units	Engine 3 Engine 4 Engine 5 Engine 6 Engine 7 Engine 8 Engine 9 Engine 10 Engine 11 Engine 13
EMS Coordination	EMS Coordinator (Rescue Chief) – 1 FTE (SP500) EMS Admin. DC (Rescue District Chief) – 1 FTE (SP501) EMS Admin. Captain – 1 FTE (SP503) EMS Admin. Lieutenant – 1 FTE (SP504) [Funded separately with Contractor held EMS reserve funds for FY26-27. Authority funding for future years is not guaranteed.] EMS QA/QI Manager – 1 FTE EMS Administrative Support – 1 FTE Rescue Lieutenant – 1 Position 24/7 (LR1) Rescue Lieutenant – 1 Position 24/7 (LR13) Rescue Captain – 1 Position 24/7 (SP502)
FY26-27Annual Compensation	FY26-27 = $26,848,261 FY26-29 shall include the added 22 24/7 Paramedic positions.

Projected Capital

Unit #	Order	Expected FY	Type
R3*	FY23	FY27	Rescue
R6*	FY23	FY27	Rescue
R5*	FY24	FY27	Rescue
R10*	FY24	FY27	Rescue
ME1	FY27	FY27	Medic
ME3	FY27	FY27	Medic
ME7	FY27	FY27	Medic
SP504	FY27	FY27	Staff
R1	FY28	FY30	Rescue
R9	FY28	FY30	Rescue
SP500	FY28	FY28	Staff
SP501	FY28	FY28	Staff
LR13	FY28	FY28	Staff
R8	FY29	FY31	Rescue
R11+	FY29	FY29	Rescue
* prepaid by County + remount			

The following page(s) contain the backup material for Agenda Item: Housing, Land Use, and Transportation Committee Meeting Minutes (October 8, 2026)
Please scroll down to view the backup material.



CB-11

City of St. Petersburg
Housing, Land Use, and Transportation Committee
October 8, 2026 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Richie Floyd, Committee Vice-Chair Mike Harting, Council Member Brandi Gabbard, Council Member Gina Driscoll and Council Member Corey Givens Jr (Alternate)

Absent: None

Also Present: City Administrator Rob Gerdes, Planning and Development Director Derek Kilborn, St. Petersburg Museum of History Executive Director Rui Farias, Assistant City Attorney Heather Judd, and Assistant City Clerk Patricia Beliveau

Staff Liaison: Cortney Phillips – City Council Legislative Aide

1) Call to Order – 8:30 AM
2) Approval of Agenda – CM Gabbard motioned for approval. All voted in favor.
3) Approval of September 10, 2026 Minutes – CM Gabbard motioned for approval. All voted in favor.
4) New Business – October 8, 2026

Potential actions to appropriately recognize the historic significance of the Lincoln Cemetery and the Greenwood Cemetery – *Planning and Development Director Derek Kilborn, St. Petersburg Museum of History Executive Director Rui Farias*

In connection with the new business, Planning and Development Director Derek Kilborn provided a PowerPoint presentation regarding the Lincoln and Greenwood Cemeteries. St. Petersburg Museum of History Executive Director Rui Farias gave an update on the research into the ownership of Greenwood Cemetery. Currently, paperwork has been completed to create a new ownership association for the cemetery, after the last member of the previous association passed away in 2020. With five new directors in place, plans are now being made for next steps in the clean-up of the cemetery, including RFPs for landscaping and irrigation.

CM Harting questioned how far into the future the current funding will last. Mr. Farias responded that the funds are in the high six figures, and early quotes from landscapers are around $5,000-10,000 for the five acres of land. In addition, liens from City maintenance are about $22,000.

Mr. Kilborn overviewed the evaluation process for historic designation, which can be either City- or owner-initiated. Should the City want to initiate, the next steps will be moving the decision forward at HLUT, followed by a City Council new business item to City-initiate a designation application. If approved, the planning department will then take over to coordinate information with new ownership and stakeholder groups, prepare a designation application and staff report with recommendation, a public hearing with Community Planning and Preservation Commission, and a public hearing with City Council.

CM Driscoll discussed that she would like to keep this item on the referral list. She noted that she supports a City-initiated designation, would like to vote this item forward at committee today, and will put in the new business item for designation.

CM Givens asked if any new conversations had taken place with the owners of the Lincoln Cemetery since the last update. Mr. Kilborn replied that he has had no recent conversations apart from suggestions for Boca Ciega High to potentially partner up with the cemetery for community hours towards students' Bright Future scholarships.

Councilmember Driscoll made a motion for the committee to move forward to City Council a local landmark designation request for Greenwood Cemetery. All were in favor of the motion.

In connection with the new business, Derek Kilborn gave oral update on active Land Development Regulation projects. Updates included:

- FAR increase of two urban station types on the Sunrunner line is scheduled for City Council on October 15.
- The LDR 2026-04 (Increasing density and FARs in the commercial mixed-use categories not in the coastal high hazard areas) application went to the Development Review Commission on September 2. They made a unanimous finding of consistency with the comprehensive plan.
- There were a number of bills that passed at the 2026 Florida Legislative Session that affect Chapter 16 Land Development Regulations. These changes must be incorporated into our code before the end of the year, to include written findings from commissions on their decisions for land use and zoning cases.
- Staff is currently breaking down Pasco County's coastal high hazard area mitigation formula as they have a hurricane shelter evacuation fee that does include references to transportation improvements, and we have talked in the past about potential engineering and transportation-related improvements for storm resiliency we can incorporate into our code.
- Innovation District Master Plan implementation is underway, and we are zeroing in on final FAR counts and actual implementation.

Chair Floyd asked for clarification on the written finding legislation, and Assistant City Attorney Heather Judd explained that the state is now asking for written explanations when projects are denied, and that we will try a test run with worksheets.

In connection with a review of the ongoing referral list, CM Driscoll questioned if her "City-initiated historic designation of the Williams Park Bandshell" item could be removed if it was not coming back to committee. Ms. Judd responded that it was being left on the list to decide whether to go to a full Council request for a City-initiated designation when ready, similar to today's discussion.

There being no further business, the meeting was adjourned at 9:12 AM.

The following page(s) contain the backup material for Agenda Item: Public Services and Infrastructure Committee Meeting Minutes (October 8, 2026)
Please scroll down to view the backup material.

CB-12

City of St. Petersburg
Public Services and Infrastructure Committee
October 8, 2026 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Lisset Hanewicz, Committee Vice-Chair Mike Harting, Council Member Copley Gerdes, and Council Vice-Chair Richie Floyd

Absent: None

Also Present: Council Member Brandi Gabbard, City Attorney Jackie Kovilaritch, Assistant City Administrator Tom Greene, Chief Information Officer Director Muslim Gadiwalla, Special Projects Manager John Baker, Government Affairs Director David Thompson, and Deputy City Clerk Paul Traci

Staff Liaison: Kimberly Amos – City Council Senior Legislative Aide

1) Call to Order – 9:55 AM
2) Approval of Agenda – VC Harting motioned for approval. All voted in favor.
3) Approval of September 10, 2026 Minutes – VC Floyd motioned for approval. All voted in favor.
4) New Business – October 8, 2026

A Discussion on a Citywide Strategy for Artificial Intelligence – *Muslim Gadiwalla, Chief Information Officer Director and John Baker, Special Projects Manager*

Committee Vice Chair Harting and Assistant City Administrator Tom Greene introduced the item, stressing the importance of understanding both the applicability and oversight needs of artificial intelligence (AI). Special Projects Manager John Baker provided a comprehensive overview of AI, discussing how data analysis and pattern recognition functions can be used to maximize workflow efficiency. Mr. Baker discussed an AI Task Force formed in 2025, comprised of various department representatives with three focused subcommittees: Staff Training and Development, Pilot and Use Case Analysis, and Business and Community Engagement. The Task Force developed a Generative AI Policy, is developing a framework for pilots and use cases, and is partnering with the University of South Florida (USF) on staff development initiatives. The Task Force has hosted two events: the Mayor's AI Roundtable with AI experts from local industries in June and an AI Open House in August with over 150 attendees. Mr. Baker reviewed resident survey feedback, highlighting support for using AI for flooding and stormwater prediction, water usage, and leak detection.

Mr. Baker and Chief Information Officer Director Muslim Gadiwalla explained the CivicPlus Chatbot service implemented on the city's website in 2024. On average, the service provides requested information at an 84.5% success rate, with 2,500 questions asked in a typical month. Mr. Baker reviewed the AI demonstrations that over 20 companies have presented to the building department, discussing the considerations for cost structure and accurate permit review capabilities. Mr. Baker explained the existing hurdles that will need to be worked through with potential providers, highlighting the need to ensure that code requirements are met as a key issue. Mr. Baker referenced the implementation of the Tyler software as an opportunity to streamline aspects of the permit submittal process.[1] Mr. Baker reviewed two other programs in current use; Avolve software assisting the building department with plan reviews and the Oracle Work and Asset Cloud Service (WACS) used by the Water and Stormwater Pavement and Traffic Operations Departments to track asset data.

[1] The City of St. Petersburg is utilizing Tyler Technologies to implement enterprise-wide government software solutions designed to modernize aging city systems, streamline workflows, and improve resident services.

Next, Mr. Baker explained several programs that staff are researching, beginning with the Mentor Lens Program, an AI-powered asset data capture and condition assessment tool that would integrate with WACS. Future Tyler software capabilities are expected to help the Billing and Collections Department identify outlier issues and provide enhanced customer service with 24/7 virtual assistance options. Vialytics Ground Intelligence Background software that would provide the Engineering and Capital Improvements Department with an AI-based pavement and asset condition assessment process for data-driven maintenance planning. Placer AI that would provide a repeatable way to estimate attendance and explain visitor origin for open-air, non-ticketed events using mobile location data. Peregrine Software that would assist the Fire Department by integrating its decision-making platform with 911 call data to allow for faster, more informed decisions.

Mr. Baker reviewed the city's AI strategy established by the task force, explaining that all AI requirements must be incorporated into the technology procurement process and initiatives must have benefits, savings, and performance indicators clearly identified in the vendor contract. AI solutions must fit within the acceptable use and privacy policies as well as central monitoring or reporting capabilities in support of public records requests. The budgetary implications for Fiscal Year 2027 are 121 users at a projected cost of $45,300. The Microsoft Copilot program has the highest usage, with 65 users, and Mr. Gadiwalla explained its enhanced data security features.

Chair Hanewicz expressed concerns regarding user functionality on the city website and the corresponding chatbox, providing examples of simple questions that could not be answered. Mr. Gadiwalla responded that resource limits impact the frequency of data updates. Chair Hanewicz requested that the appropriate updates occur to ensure that residents have readily available access to public meeting information.

Committee VC Harting requested the Administration's vision for incorporating AI into the City's operational framework and organizational culture. Assistant City Administrator Tom Greene reiterated the formation of the AI Task Force and the previous events discussed and explained that departmental needs are driving the evaluation of technology usage. VC Harting sought clarification on whether the Administration was encouraging and requesting that departments research potential AI use, or whether opportunities are only considered if brought forward. Mr. Greene responded that the Mayor and Administration are driving the practice to encourage use. VC Harting asked for staff input on how important AI will become in the municipal government environment. Mr. Gadiwalla estimated that AI usage will become extremely important, with product development and enhanced features dictating the overall timeline. Mr. Baker highlighted capacity increases given AI's ability to analyze large portions of data. VC Harting asked what staff considers the greatest success in exploring AI usage; Mr. Gadiwalla responded WACS.

Council VC Floyd requested delineation between generative AI, LLMs, and dedicated tools during future discussions.[2] VC Floyd expressed hesitancy for the use of generative AI due to the difficulty of verifying the information used. VC Floyd requested barriers for use of AI in creative endeavors such as image and story creation to avoid intellectual property rights issues. Government Affairs Director David Thompson informed the committee that the policy states AI should not be used to create illustrations or other visual work. VC Floyd expressed hesitation about the Fire Department utilizing AI without ensuring that critical functions such as dispatch are not outsourced. Mr. Gadiwalla explained that the software helps automate reporting functions for reports to the County and State.

[2] A Large Language Model (LLM) is a type of artificial intelligence program trained on massive amounts of text data to understand, summarize, translate, and generate human-like language. A dedicated tool refers to a software application built or configured to perform one specific task or serve a single specialized purpose.

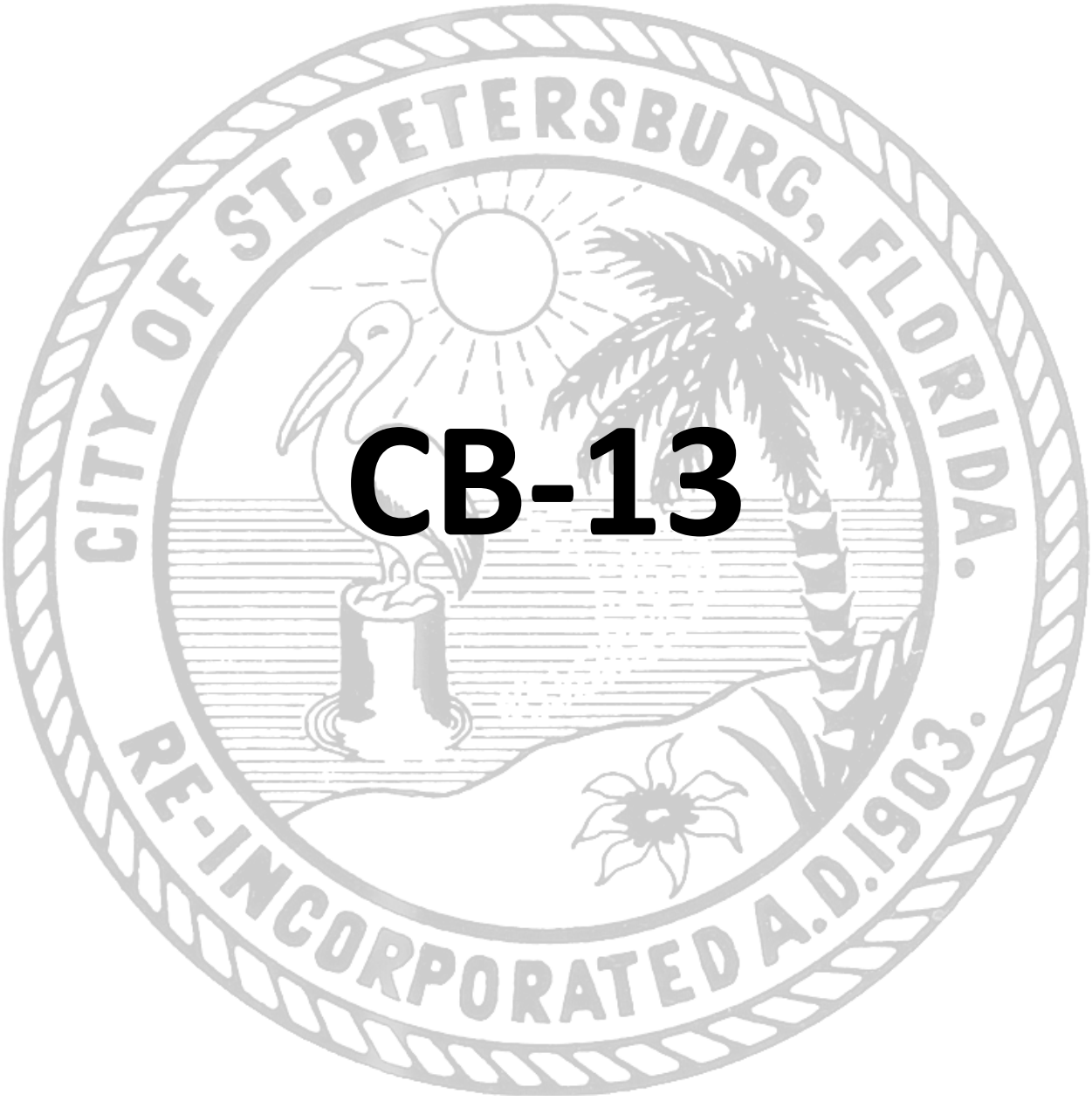
Mr. Greene added that Pinellas County currently uses Peregrine software for the same purpose. VC Floyd raised concerns about using AI as a law enforcement tool because of the potential for false positives.

CM Gabbard requested that her item on the PSI pending and continuing referral list regarding a presentation and discussion on the use of AI permitting software be incorporated into VC Harting's existing item for continued committee discussion. ***VC Harting motioned to remove the referral item: A Presentation and Discussion Regarding the Use of AI Permitting Software (Gabbard) and expand the scope of the referral item: A Discussion on a Citywide Strategy for Artificial Intelligence Adoption, Including Use Cases, Data Governance, Risk Management and Budgetary Implications (Harting) to incorporate the contents of the AI Permitting referral item. All voted in favor.***

Mr. Thompson shared that the city has designed a webpage for residents to find more information at www.stpete.org/AI, and residents can email AIinthecity@stpete.org with additional questions. Chair Hanewicz requested that continued discussions include the delineation of AI types. Chair Hanewicz emphasized the importance of greater staff and administrative involvement in the vendor process to proactively define product development needs and ensure solutions align with organizational priorities, rather than simply accepting existing offerings.

Committee Chair Hanewicz adjourned the meeting at 11:10 AM.

The following page(s) contain the backup material for Agenda Item: Budget, Finance, and Taxation Committee Meeting Minutes (October 8, 2026)
Please scroll down to view the backup material.



CB-13

City of St. Petersburg
Budget, Finance, and Taxation Committee
October 8, 2026 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Copley Gerdes, Committee Vice-Chair Lisset Hanewicz, Council Member Mike Harting, Council Member Deborah Figgs-Sanders, and Council Member Brandi Gabbard (Alternate)

Absent: None

Also Present: Chief Deputy Assistant Attorney Jeannine Williams, Assistant City Administrator Tom Greene, City Auditor Boriana Pollard, and Deputy City Clerk Paul Traci

Staff Liaison: Tricia Terry – City Council Legislative Aide

1) Call to Order – 11:20 AM
2) Approval of Agenda – VC Hanewicz motioned for approval. All voted in favor.
3) Approval of September 10, 2026 Minutes – CM Harting motioned for approval. All voted in favor.
4) New Business – October 8, 2026

FY 2027 Management Evaluation Discussion – *Boriana Pollard, City Auditor*

Chair Gerdes opened the discussion on whether to conduct a management evaluation in FY 2027, noting that $11,302 is currently budgeted for the fiscal year.[1] He recommended not proceeding with a new evaluation this year because the Committee is awaiting the results of the Billing and Collections (B&C) management evaluation. Tom Greene confirmed that Administration could identify funding if the committee and City Council decided to proceed, including using General Fund contingency funds if necessary.

Vice-Chair (VC) Hanewicz agreed that the City should focus on reviewing the results of its previous management evaluations and implementing their recommendations before commissioning another study. She emphasized that these evaluations require significant staff time and resources. Council Member (CM) Harting also supported foregoing the FY 2027 evaluation.

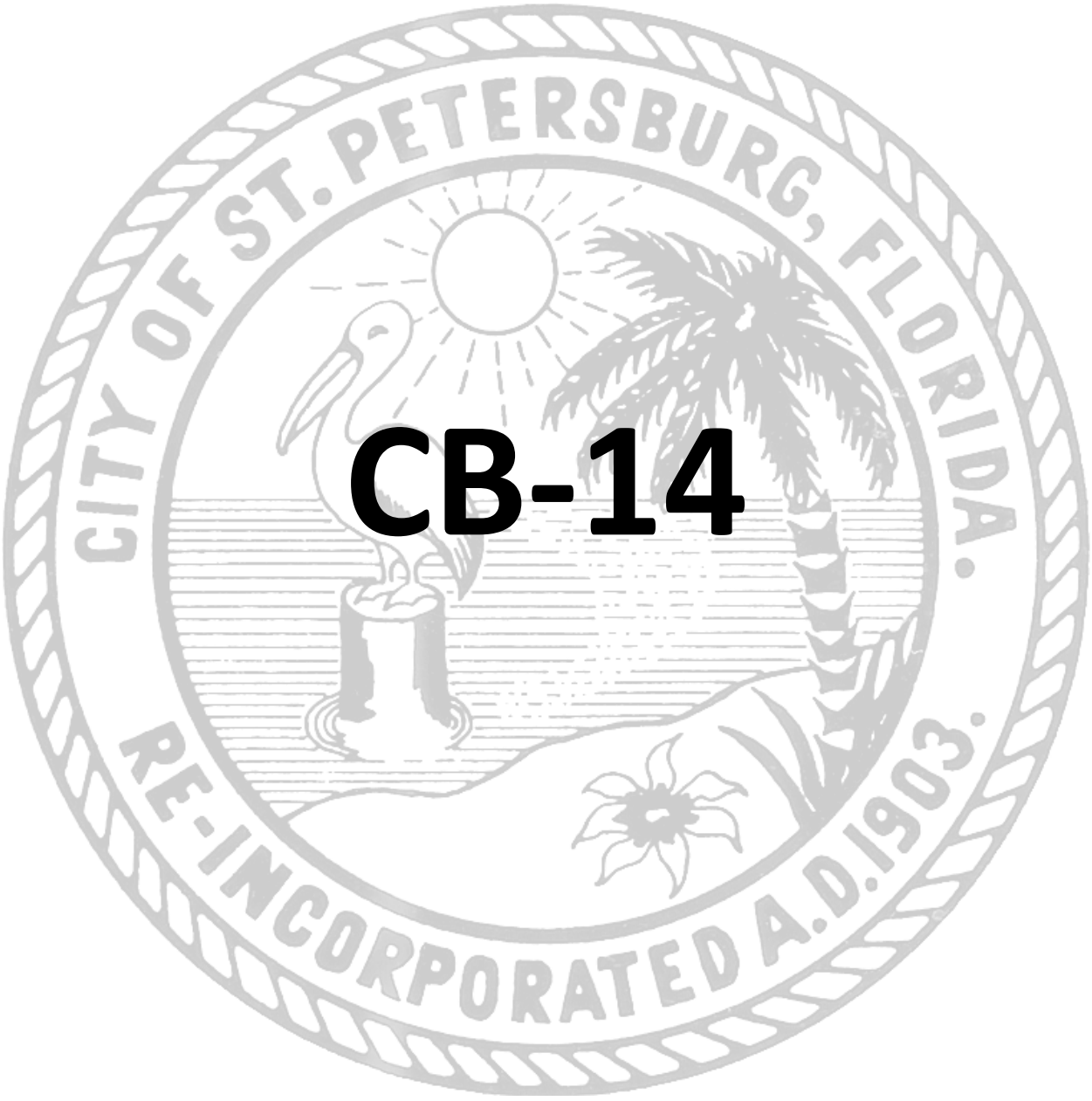
CM Figgs-Sanders agreed with the decision but stressed the importance of considering a future Procurement management evaluation, particularly given concerns raised by small businesses and recent changes to state statutes. Chair Gerdes agreed that procurement should remain on the Committee's list for future consideration.

VC Hanewicz clarified that the City Charter requires management evaluations at least every two years.[2] Jeannine Williams added that the Committee's annual discussion, as called for by Resolution 2012-271, fulfills its review responsibility. Chair Gerdes reiterated that upcoming priorities, including the B&C management evaluation and the potential impacts of November ballot questions, make this an appropriate time to pause additional studies.

Committee Chair Gerdes adjourned the meeting at 11:29 AM.

[1] There is $125,000 in funds rolled over from FY 2026 that has been set aside for the Billing and Collections evaluation, with planned use in Spring 2027.
[2] Section 4.05(g)(1) of the City Charter states: "City Council, at any time, shall be permitted to conduct a management evaluation, by a professional consultant, of the administrative activities of the City, or any portion thereof, under the direction of City Council. At least once every two years the City Council shall discuss and make a decision as to whether or not any such an audit is needed. The management evaluation and all reports and recommendations shall be directed to the Council."

The following page(s) contain the backup material for Agenda Item: Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (October 15, 2026)
Please scroll down to view the backup material.



CB-14

City of St. Petersburg
Legislative Affairs and Intergovernmental Relations Committee
October 15, 2026 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Brandi Gabbard, Committee Vice-Chair Lisset Hanewicz, and Council Member Deborah Figgs-Sanders

Absent: Council Member Gina Driscoll

Also Present: Assistant City Attorney Jane Wallace, Chief of Staff Doyle Walsh, Government Affairs Director David Thompson, Deputy City Clerk Paul Traci, The Southern Group Partner Jon Stewart *(Zoom)*, and Capitol Counsel LLC Partner Rob Diamond *(Zoom)*

Support Staff: Kimberly Amos – City Council Senior Legislative Aide

1) Call to Order – 10:31 AM
2) Approval of Agenda – Chair Hanewicz motioned for approval. All voted in favor.
3) Approval of August 21, 2026 Minutes – CM Figgs-Sanders motioned for approval. All voted in favor.
4) New Business – October 15, 2026

Current Status in Washington, D.C. – *Robert Diamond, Capitol Counsel LLC (Zoom)*

Capitol Counsel Partner Rob Diamond provided an update on the federal legislature, noting that Congress is in pre-midterm recess through early November. Mr. Diamond noted that a change in party control of the U.S. House of Representatives is anticipated following the midterm elections. Mr. Diamond further noted that party control of the U.S. Senate could also shift as a result of the elections. Mr. Diamond relayed that the existing budget continuing resolution (CR) expires December 11th and will affect the approval of any appropriations. Mr. Diamond discussed legislative priorities for passage, highlighting the National Defense Authorization Act, the Water Resources Development Act, the Surface Transportation Reauthorization, and the Farm Bill.[1] With additional work necessary on healthcare and tax extender bills, it is anticipated that many pieces of legislation will be incorporated into an omnibus package.

CM Figgs-Sanders asked what happens if the existing budget CR is not addressed before the December 11th expiration. Mr. Diamond responded that the deadline will likely be extended while negotiations continue, given that the new Congress will not be convened until mid-January. Committee Chair Gabbard requested continued advocacy with the National Oceanic and Atmospheric Administration (NOAA) to reallocate funding for the Flood Mitigation Industry Association's (FMIA) resilient workforce curriculum program from Lake Charles, Louisiana, to St. Petersburg. Chair Gabbard informed the committee that a state appropriations request is anticipated to be brought forward in the

[1] **The National Defense Authorization Act (NDAA)** is an annual United States federal law that specifies the budget, policies, and expenditures for the U.S. Department of Defense (DoD), military construction, and national security programs under the Department of Energy.
The Water Resources Development Act (WRDA) is a federal legislative package in the United States that authorizes the U.S. Army Corps of Engineers (USACE) to conduct studies, plan, and construct water-related infrastructure projects.
The Surface Transportation Reauthorization is the multiyear legislative process by which Congress renews, funds, and updates federal programs supporting the nation's roads, bridges, public transit, rail systems, and freight networks.
The Farm Bill is a massive, multi-year package of legislation passed by the U.S. Congress roughly every five years that sets national policy for agriculture, nutrition, conservation, and rural development.

next session to support long-term programming needs. Mr. Diamond discussed the Community Project Funding process and potential expanded funding opportunities should Democrats gain control of the House of Representatives following the upcoming election.

Current Status in Tallahassee – *Jon Stewart, The Southern Group (Zoom)*

The Southern Group Partner Jon Stewart began with an update on the current election cycle focusing on voter response to Amendment 3.[2] Council Chair Hanewicz asked if polling data organized by area was available. Mr. Stewart responded that he would follow up with available information. Council Chair Hanewicz referenced the Florida Taxation and Budget Reform Commission slated to convene in 2027, noting that the Governor's eleven appointments will be important to monitor.[3] Mr. Stewart relayed that the Pinellas County Delegation meeting date has yet to be determined, noting that the first legislature committee week begins November 30th.

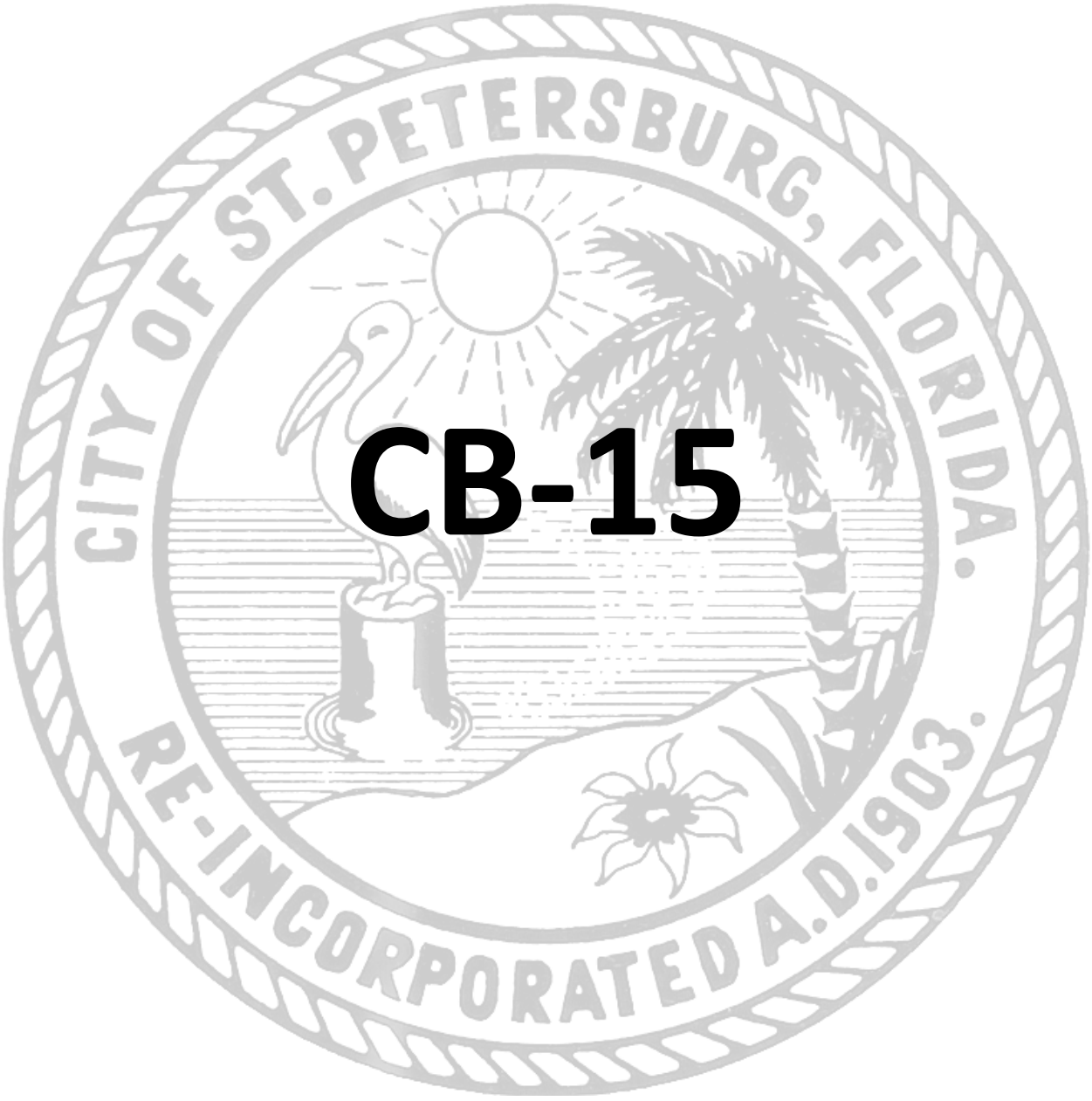
2027 State Legislative Priorities – *David Thompson, Government Affairs Director*

Government Affairs Director David Thompson introduced University of South Florida intern Erica Chong. Mr. Thompson outlined the Administration's preliminary appropriation priorities as the police and fire training facilities, economic development opportunities, and infrastructure needs. Chair Gabbard requested additional information on legislation the Planning and Development Department will be tracking. Mr. Thompson responded that staff would review any Transit-Oriented Development bills with concerns about impacts on historic preservation, coastal high-hazard areas, and traditional neighborhoods. Additionally, staff will track the potential return of the Florida Starter Homes Act, legislation designed to reduce the minimum lot size for new homes. Chair Gabbard raised concerns about legislation that would conflict with and potentially pre-empt city code. Mr. Thompson reviewed the potential Homes Near Jobs Act, focusing on employment density and upzoning opportunities for employment centers. Chair Gabbard asked if additional updates to the Live Local Act are anticipated.[4] Mr. Thompson responded that there were no projected updates although other bills may be branded as an update to the Live Local Act. Chair Gabbard asked if a glitch bill to address some of the preemptions in Senate Bill 180 should be expected; Mr. Thompson agreed to update the committee at the next meeting.[5] Chair Gabbard requested the monitoring for any legislation authorizing permits by right, with particular attention to its impacts within the coastal high-hazard area and compliance with FEMA regulations. Mr. Thompson informed the committee that the mayor signed a collaborative letter with other cities opposing monopolistic practices in the fire apparatus industry and the resulting cost increases for municipalities. CM Figgs-Sanders sought legal clarification on permissible advocacy activities related to Amendment 3; Assistant City Attorney Jane Wallace agreed to follow up directly.

Committee Chair Gabbard adjourned the meeting at 11:18 AM.

[2] During the Special Session F convening of the Florida Legislature, a constitutional amendment was approved to be placed on the November 2026 general election ballot regarding property taxes.
[3] The Florida Taxation and Budget Reform Commission (TBRC) is a 25-member constitutional body that convenes every twenty years to examine the state's budget processes, revenue needs, expenditure policies, tax structure efficiency, and governmental productivity.
[4] The Live Local Act is a comprehensive Florida state housing law (initially enacted via Senate Bill 102 in 2023 and updated through 2026) designed to boost the supply of affordable and workforce housing.
[5] Senate Bill 180 (2025) makes various changes relating to the preparation and response activities of state and local government when emergencies impact the state.

The following page(s) contain the backup material for Agenda Item: Health, Energy, Resilience, and Sustainability Committee Meeting Minutes (October 15, 2026)
Please scroll down to view the backup material.



CB-15

City of St. Petersburg
Health, Energy, Resilience, and Sustainability Committee
October 15, 2026 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Brandi Gabbard, Committee Vice-Chair Richie Floyd, Council Member Gina Driscoll, Council Member Corey Givens Jr

Absent: None

Also Present: Council Member Figgs-Sanders, City Administrator Robert Gerdes, Sustainability and Resilience Director Maeven Rogers, Public Works Administrator Claude Tankersley, Engineering and Capital Improvements Director Brejesh Prayman, Assistant City Attorney Brett Pettigrew, and Deputy City Clerk Jordan Wilson

Staff Liaison: Millicent Battle – City Council Legislative Aide

1) Call to Order – 10:15 AM
2) Approval of Agenda – CM Givens Jr motioned for approval. All voted in favor.
3) Approval of September 17, 2026 Minutes – CM Givens Jr motioned for approval. All voted in favor.
4) New Business – October 15, 2026

A Discussion on the Creation of a Citizen-led Resiliency Advisory Board – *Maeven Rogers, Sustainability and Resilience Director and Claude Tankersley, Public Works Administrator*

Sustainability and Resilience Director Maeven Rogers explained that the proposals had been revised following the Committee's September discussion and stakeholder input. She specified the proposed Resilience Advisory Committee would provide ongoing advice on nature-based infrastructure and citywide resilience strategies, goals, and objectives. While the proposed General Obligation (GO) Bond Advisory Committee would provide independent resident oversight of spending if voters approved the November 3, 2026, $600 million General Obligation Bond referendum for water, wastewater, and stormwater projects. Ms. Rogers stated the General Obligation Bond Committee would review spending schedules and budgets, project-prioritization criteria, consistency with voter-approved purposes, independent audits of bond proceeds, and community feedback, holding at least one public forum annually and submitting a written report to City Council. Ms. Rogers described a proposed nine-member Resilience Advisory Committee consisting of five subject-matter experts and four residents with lived experience of resilience challenges. She stated the initial General Obligation Bond Advisory Committee proposal also included subject-matter and community representation, with the goal of having representation from each Council district with appointments made by the Mayor and confirmed by City Council. Ms. Rogers proposed that members would serve staggered terms, with a maximum of two consecutive terms. She then stated the General Obligation Bond Committee would also include conflict-of-interest restrictions for individuals or family members with bond-funded contracts. Ms. Rogers stated both committees could meet quarterly or more frequently during start-up. The Resilience Advisory Committee would continue until dissolved by Council. The General Obligation Bond Advisory Committee would exist only if the referendum passed and would conclude after the bond work was complete.

CM Figgs-Sanders questioned whether the Mayor should appoint members subject to Council confirmation, stating that Council Members should have greater input in selecting representatives from their own districts because the proposed bond would be paid for citywide. She further stated that an annual report would not provide sufficiently timely oversight and recommended more frequent reporting so

Council and residents could identify concerns while work was underway. Assistant City Attorney Brett Pettigrew explained the City Charter provides for mayoral appointments with Council confirmation, while collaboration between the Mayor and Council Members is common. CM Figgs-Sanders replied that this only partly addressed her concern, recalling that Council Members had been asked to provide names for the Advanced Air Mobility Committee. CM Figgs-Sanders clarified that the question was specific to the General Obligation Bond Committee because all residents would pay the tax and district representatives should have meaningful input into member selection.

VC Floyd reported that he had met with constituent groups since the prior meeting. He stated for the Resilience Advisory Committee, support was given to switch the proposed membership balance from five subject-matter experts and four lived-experienced members to four subject-matter experts and five lived-experienced members. He agreed with that change. Vice-Chair Floyd then supported district-representation for the General Obligation Bond Committee.

Chair Gabbard stated she had also received constituent support for ensuring all Council districts were represented. Public Works Administrator Claude Tankersley inquired whether retaining five subject-matter experts and adding eight community members, one from each district, would create a 13-member committee. Mr. Tankersley stated that size was near the upper limit of what could be managed effectively but was willing to accommodate the request. Chair Gabbard stated she wanted the resolution to specify eight community members, one representing each Council district. Mr. Pettigrew informed the request was legally possible, while cautioning that advisory committees generally function best with a manageable membership of approximately five to nine members.

CM Driscoll stated she viewed the General Obligation Bond committee as a focused oversight body similar to the Investment Oversight Committee. She preferred selecting people with relevant expertise from across the city rather than requiring a representative from every district. CM Driscoll expressed concern that a larger committee could create quorum challenges. Mr. Pettigrew agreed that larger bodies can lead to a diffusion of responsibility, with members assuming others will attend. CM Driscoll distinguished the General Obligation Bond Committee from the broader Resilience Advisory Committee, for which a larger membership could be appropriate. She stressed that members must take the work seriously and have the subject-matter knowledge needed to review bond spending and infrastructure projects.

CM Givens supported both proposed committees and had spoken with community organizations and residents. He emphasized that expertise and representation both matters. He inquired how the proposed bodies would operate and how the City would ensure that the public could participate, be heard, and understand the work. Ms. Rogers explained that the Resilience Advisory Committee would address broader policy and citywide resilience matters, while the General Obligation Bond committee would be limited to the water, wastewater, and stormwater projects funded through the bond. She stated the General Obligation Bond Committee could discuss policy as it relates to those projects, but its primary responsibility would be oversight of bond-funded work. CM Givens stated the City needed qualified experts at the table, particularly for technical infrastructure decisions, while also ensuring residents' voices were represented. He questioned how the committees would provide public hearings or other opportunities for residents to advise the City. Mr. Pettigrew responded that the General Obligation Bond resolution already required at least one public forum each calendar year to update the public, solicit input, and provide a written report to Council. Mr. Pettigrew also noted that a similar public-forum requirement could be added to the Resilience Advisory Committee resolution.

VC Floyd supported adding a public-engagement requirement to the Resilience Advisory Committee.

CM Givens moved to revise the Resilience Advisory Committee proposal to provide quarterly reports to the HERS Committee and to change the membership balance from five subject-matter experts and four lived-experienced members to four subject-matter experts and five lived-experienced members, with geographic distribution considered by Council district.

Mr. Pettigrew clarified that the motion called for quarterly reporting to HERS, rather than replacing the General Obligation Bond Committee's annual report to Council. He then confirmed that the membership ratio could be changed and that the resolution's existing reference to distribution based on resilience risk could be revised to reference Council districts. Chair Gabbard then raised questions about membership terms and continuity, stating that she did not support a structure that would rotate members out after only one year because resilience work requires time to understand and evaluate. Mr. Pettigrew explained that the resolutions must be read alongside existing City Code provisions governing board and committee attendance and vacancies. He also distinguished the proposal for staggered terms from a separate suggestion to rotate membership.

CM Driscoll stated she understood the concern and wanted a structure that allowed people to be heard without making the committee too large to operate effectively.

CM Figgs-Sanders reiterated that she was not a voting member on the item but expected to raise the district representation concern when the proposals reached the full Council.

VC Floyd continued to favor district representation for the General Obligation Bond Committee while respecting CM Driscoll's different view.

CM Givens stated that he was not fixed on one position and was open to district representation if that was the Committee's direction.

VC Floyd moved with approval of the General Obligation Bond Advisory Committee resolution with the previously discussed changes, including a 12-member board with four subject-matter experts and one community representative from each of the eight Council districts, and an annual report to City Council in January. Legal was also to address staggered terms and related implementation language. Deputy City Clerk Jordan Wilson called the roll. Chair Gabbard voted aye, VC Floyd voted aye, CM Driscoll voted no, and CM Givens voted aye. The motion passed 3–1.

A Discussion on the Creation of a City Policy Outlining Natural and Ecological Based Stormwater and Surge Considerations for Competitive Solicitations – *Maeven Rogers, Sustainability and Resilience Director* and *Claude Tankersley, Public Works Administrator*

Ms. Rogers introduced the proposed Resilient by Nature policy framework intended to make nature-based solutions part of the City's planning and project-development process, rather than treating green infrastructure as an isolated or optional consideration. She reported the approach would incorporate nature-based practices into relevant projects and policies, while recognizing that site conditions and project needs vary.

Mr. Tankersley clarified that the policy was not intended to require the City to use nature-based infrastructure in every circumstance. Rather, the approach would require the City to consider it in context and determine what is appropriate for the project. Chair Gabbard said that clarification aligned with the Committee's intent.

Ms. Rogers explained that the Office of Sustainability and Resilience would lead implementation if the policy were adopted. She stated an implementation plan would help apply the policy in a context-specific manner, identify responsibilities, and support accountability. Ms. Rogers stated the work would be coordinated by the departments responsible for infrastructure planning, design, construction, operation, and maintenance.

VC Floyd inquired whether the resolution expressed Council's support for Administration moving forward with the approach. Chair Gabbard confirmed that interpretation, explaining that the policy itself was an administrative matter, similar to the City-owned land policy, and did not require Council to authorize Administration to proceed. The resolution would communicate Council's support for the direction developed through the Committee's work. VC Floyd said that was his intention and that he appreciated the pathway staff had outlined for integrating the approach into City work. VC Floyd moved approval of the resolution.

CM Driscoll stated the revised proposal reflected feedback from the prior meeting, including her recommendation to apply a concept similar to Health in All Policies. She stated the proposal could serve as a guiding framework for existing work and help expand consideration of nature-based approaches across City projects.

The motion to approve the resolution supporting the Resilient by Nature approach passed unanimously.

A Discussion on the Creation of a Comprehensive Citywide Resiliency Plan – *Maeven Rogers, Sustainability and Resilience Director* and *Claude Tankersley, Public Works Administrator*

Ms. Rogers explained that the City had been undertaking resilience work for many years and that a comprehensive citywide plan would bring existing plans, programs, policies, and initiatives together in one place, identify gaps, and build on established goals. She stated the plan would provide coordinated direction to City departments, establish measurable goals and metrics, incorporate community input, and address both acute shocks and chronic stressors. Topics could include rainfall, flooding, compound flooding, stormwater, sea-level rise, water quality, and heat. Ms. Rogers reviewed the timeline of relevant City efforts and stated that a unified plan could identify missing information, including heat, drought, rainfall modeling, water quality, and groundwater data. She then referenced Jacksonville's resilience plan as an example of place-based planning that considers differences in land use, water relationships, elevation, and vulnerability.

CM Givens questioned how the City could synthesize the many plans and technical details into plain language that the average resident could understand and use, and how the City would demonstrate progress over time. Ms. Rogers replied that translating the information and providing public education would be central goals of the comprehensive plan. She noted that water related issues are complex and said the plan would help break down the information in a way the City and community could understand together. CM Givens then asked how the City would work with outside organizations and institutions including USF St. Petersburg, St. Pete Storm Squad, the Sierra Club, and the St. Pete Resiliency Action Group to strengthen education and outreach. Ms. Rogers stated these organizations were already in contact with her and Mr. Tankersley and were active partners. She agreed that these groups could help the City reach more residents and would be important stakeholders in the planning process. CM Givens emphasized that residents need to understand what infrastructure investments including the proposed General Obligation Bond would accomplish and how projects could reduce future storm impacts. He then noted that some neighborhoods had experienced hurricane impacts in the past two years that they had not experienced previously and urged the City to collaborate with community organizations to explain the purpose and benefits of resilience investments.

VC Floyd asked what the next steps would be for developing the comprehensive plan. Ms. Rogers stated the work would require dedicated funding. She explained that the City had already awarded a consultant under a dual request-for-qualifications process, so the City could proceed with that consultant once funding was available. Ms. Rogers specified the work would ideally align with the adaptation plan process beginning in January, with a possible start for the next stage around August or September of the

following year. VC Floyd asked for an estimate of the funding required. Ms. Rogers estimated a comparable effort in St. Petersburg could cost approximately $1.2 million. VC Floyd then questioned whether the Committee should hold a further discussion about scope or whether staff considered the current outline sufficient. Ms. Rogers said a scope discussion would be useful if the City wanted to include all relevant plans, land development regulations, policies, and permits. She added that the work could be scaled down or divided into focus areas over multiple years to reduce the initial cost. Mr. Tankersley confirmed that Administration wanted to return with a more fully developed scope for Committee discussion. VC Floyd clarified that the purpose of the General Obligation Bond would be to accelerate projects while allowing the City to continue its regular CIP work, not to stop using CIP funds. Chair Gabbard agreed that the potential planning cost under discussion, approximately $1.2 million to $1.5 million, was distinct from removing a much larger capital project from the CIP. **The Committee agreed to revisit scope and funding questions at the next HERS meeting, November 12, 2026.**

Committee Chair Gabbard adjourned the meeting at 10:21 AM.

The following page(s) contain the backup material for Agenda Item: Committee of the Whole Meeting Minutes (September 24, 2026)
Please scroll down to view the backup material.

CB-16

City of St. Petersburg
Committee of the Whole
Community Planning & Preservation Commission
September 24, 2026 Meeting Minutes
City Hall, Room 100

Committee of the Whole (COW) Members Present: Council Chair Lisset Hanewicz, Council Vice-Chair Richie Floyd, Council Members Copley Gerdes, Brandi Gabbard, Mike Harting, Deborah Figgs-Sanders, Gina Driscoll, and Corey Givens Jr

Community Planning & Preservation Commission (CPPC) Members Present: Vice Chair Joseph Magnello, Commissioners Abel Carrasco, Jr., Bob Jeffrey, Ashley Nuccio, and Domenico Pontoriero

Absent: CPPC Chair Shannon Nelson, Commissioners Treva Davis and Monica Drake

Also Present: City Administrator Rob Gerdes, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Heather Judd, City Development Administrator James Corbett, Planning and Development Director Derek Kilborn, Historic Preservationist II Kelly Perkins, Historic Preservationist II Cindy Kochanek, Planning and Historic Preservation Administrative Secretary and CPPC Clerk Iris Winn, and City Clerk Chan Srinivasa.

Staff Liaison: Elisabeth Moore – 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 August 20, 2026 Minutes – CM Givens Jr motioned for approval. All voted in favor.
4) New Business – September 24, 2026

Joint City Council and CPPC Meeting: Review of Historic Preservation Programs, Annual Report Findings, and Policy Discussion – *Derek Kilborn, Planning and Development Director*

Council Chair Hanewicz invited Council Members, Commissioners, and City staff in attendance to introduce themselves. Historic Preservationist Cindy Kochanek began the staff presentation with a historical overview of the President Barack Obama Main Library. Next, Planning and Development Director Derek Kilborn reviewed the purpose of the joint meeting between the Committee of the Whole and the Community Planning & Preservation Commission (CPPC). Mr. Kilborn explained the hierarchy of historic preservation, highlighting key differences between private and public properties. He then discussed various aspects of historic preservation, including the National and Local Registers of Historic Places and certificates of appropriateness, as well as stakeholder letters included in the materials.

Commissioner Jeffrey gave an overview of discussion topics proposed by the CPPC, including preservation incentives such as the Intown Community Redevelopment Area (CRA) Historic Building Grant Program, expansion of education and outreach efforts, re-evaluation of approval processes, third-party designations, voting thresholds for historic districts, staffing needs, and surveying of additional neighborhoods to identify mid-century modern resources and naturally occurring affordable housing.

Chair Hanewicz asked for an update on the Intown CRA Historic Building Grant Program since the previous joint meeting. Mr. Kilborn reported that the program, originally designed to release $5M of Intown CRA funds in rounds of $1M each, was paused during the COVID-19 pandemic and remains stalled. He noted that the first round, awarded in 2019, offered grants of up to $250,000 with a required property owner match and resulted in $700,000 expended. Since then, the program has remained stalled due to application redesign, staff capacity, and pending changes to the Intown CRA project list. Community Development Administrator James Corbett added that as Administration works with the County to revise the project list, the plan is to retain $2M for the program. This would result in $2.7M of total available funding, with the remaining $2M distributed in cycles of $1M each.

Council Member Driscoll expressed support for accelerating the return of the program and asked for clarification on the grant changes. Mr. Kilborn outlined the proposed reduction of the maximum match from $250,000 to $200,000 and a streamlined application process. Council Vice-Chair Floyd noted concerns about staffing constraints, referencing the Management Evaluation of the Planning and Development Services Department conducted in 2024. He emphasized prioritizing the Department in future budget cycles given the City-wide workload, and Council Member Gerdes concurred. Council Member Gabbard expressed concern about lowering the total level of funding from the original $5M.

Chair Hanewicz agreed that investing in the Department is a priority and asked about flexibility in project funding levels. Administrator Corbett stated that monetary limits are binding once set in the project list. Assistant City Attorney Heather Judd stated she would follow up with additional details.

Commissioner Carrasco recommended offering smaller grants to help property owners pay for projects under $200,000. Other Commissioners supported strengthening departmental capacity.

Chair Hanewicz encouraged Council Members and Commissioners to state their positions for the record, given that the project list would likely be finalized prior to the next joint COW/CPPC. All present Commissioners expressed their support for keeping at $5M, with CPPC Vice Chair Magnello reiterating the idea of smaller grant tiers. Mr. Kilborn noted that the CRA boundary likely excludes some of the small residential projects discussed and added that a payment-in-lieu option could be employed alongside other incentives to help fund a similar program outside the boundary.

Regarding community outreach, Mr. Kilborn explained that the primary focus is the distribution of informational packets to homeowners via direct mail. He also noted the benefit of realtor and title-company education and neighborhood outreach. Chair Hanewicz and Commissioner Jeffrey both acknowledged that outreach is limited by staffing constraints. Council Member Givens emphasized the need to reach areas of the City less frequently engaged in preservation discussions.

Regarding certificates of appropriateness (COA), Mr. Kilborn noted that the COA matrix was amended in recent years to move routine work from CPPC to staff review. He added that staff is evaluating whether more items can shift to staff review and plans to hold a workshop with the CPPC to refine the matrix. Council Members and Commissioners expressed support for further streamlining.

Regarding voting thresholds, Commissioner Jeffrey explained that establishing Historic Districts can be difficult due to the 50%+1 voting requirement, given that non-responses count as “no” votes. He advised against raising the threshold and suggested considering a lower one.

Potential changes to the City Code related to Historic Preservation and Designation – *Derek Kilborn, Planning and Development Director*

CM Gabbard provided background on concerns related to third-party applications for local historic landmark designations and the Potentially Eligible Properties (PEP) list, noting their potential to create burdens or conflicts for property owners and to affect redevelopment prospects. Mr. Kilborn explained that beginning in 2019, several third-party applications heightened concerns about the third-party and City-initiated designation process, prompting Council to impose a moratorium while staff and the CPPC evaluated potential revisions. He noted that subsequent code amendments enacted in 2020 added requirements intended to increase transparency, including a 30-day notice to property owners and outreach to the Council Member representing the district. He acknowledged that the latter requirement has created uncertainty, as Council Members may be approached regarding an application in a manner which could result in a conflict of interest for a quasi-judicial hearing. Mr. Kilborn explained that since the code amendments, only two third-party applications have been submitted, and they were both withdrawn. Given the limited number of filings, staff does not view the process as an active issue.

CM Gerdes stated that his preference would be to eliminate City-initiated applications on private property entirely. Atty. Judd cautioned that removing the City’s ability to initiate designations could

jeopardize the City's status within the Certified Local Government (CLG) program, which supports access to state and federal training, grant funding, and certain incentives. CM Harting expressed concerns with City-initiated designation of private property but acknowledged the legal constraints. CM Driscoll confirmed with Atty. Judd that Council Members may choose not to engage with City-initiated designations on an individual basis. VC Floyd explained that he is comfortable with the current third-party and City-initiated processes and PEP list, which he stated is crucial in prompting closer review of historic resources. He also noted that government regulates private property in many other contexts.

Chair Hanewicz asked for clarification on the implications of altering the City's ability to initiate historic designations. Historic Preservationist Kelly Perkins explained that ordinance amendments must be reviewed by the Florida Division of Historical Resources and the National Park Service (NPS). She noted that the NPS has taken a strong stance against ordinance changes that reduce public participation in the preservation process, and that limiting avenues for public engagement or the City-initiated designations could therefore raise issues during state and federal review.

Chair Hanewicz noted her opinion that the current process is not presently in need of an update. Commissioner Pontoriero stressed the importance of retaining all historic designation process initiation pathways, emphasizing that historic designation benefits property values, contributes to the City's character, and that additional preservation tools may be needed. Commissioner Jeffrey noted that the CPPC remains in favor of retaining all initiation pathways.

Regarding the requirement that applicants meet with the district Council Member before filing a third-party application, Chair Hanewicz expressed concern for the potential implications on quasi-judicial proceedings. CMs Givens, Harting, and Driscoll voiced their support for removing the requirement. Given that there appeared to be agreement by all present Council, Chair Hanewicz asked Administration to incorporate this change in the next amendment.

Chair Hanewicz noted that the issue of maintaining a strong record on CPPC decisions had been raised at the previous joint meeting and underscored the importance of clear articulation of findings, especially on cases that may be appealed to Council. Commissioner Jeffrey stated that since last year, Commissioners have been more intentional in doing so. Atty. Judd then explained that House Bill 399, effective January 1, 2027, prohibits land use decisions from relying solely on compatibility or neighborhood character and requires specific justifications when denying a project. She added that upcoming cases will allow both bodies to begin applying the new standards prior to the effective date.

Council Member Figgs-Sanders identified several priorities prior to the next joint meeting including following up on the 2024 management evaluation deliverables, clarifying the process for addressing staffing needs, and advancing streamlining efforts such as updates to the COA matrix. Atty. Judd explained that revisions to the COA matrix are handled by staff and require only CPPC approval.

CM Givens asked staff to outline the process for designating historic cemeteries. Mr. Kilborn explained that cemeteries may pursue National Register or local landmark designation and noted that related conversations would occur at the upcoming October 8 HLUT meeting.

Chair Hanewicz asked for input on timing for the next joint meeting. Commissioner Jeffrey supported holding another joint meeting in a year and suggested that, in the interim, a public planning meeting involving Council, CPPC, and community representatives be established to help develop implementation recommendations. Chair Hanewicz noted that creating such an advisory group would require City Council action, and CM Gerdes stated he would bring the item forward. Chair Hanewicz confirmed agreement that the next joint COW/CPPC meeting should occur in 2027.

Chair Hanewicz adjourned the meeting at 12:30 PM.