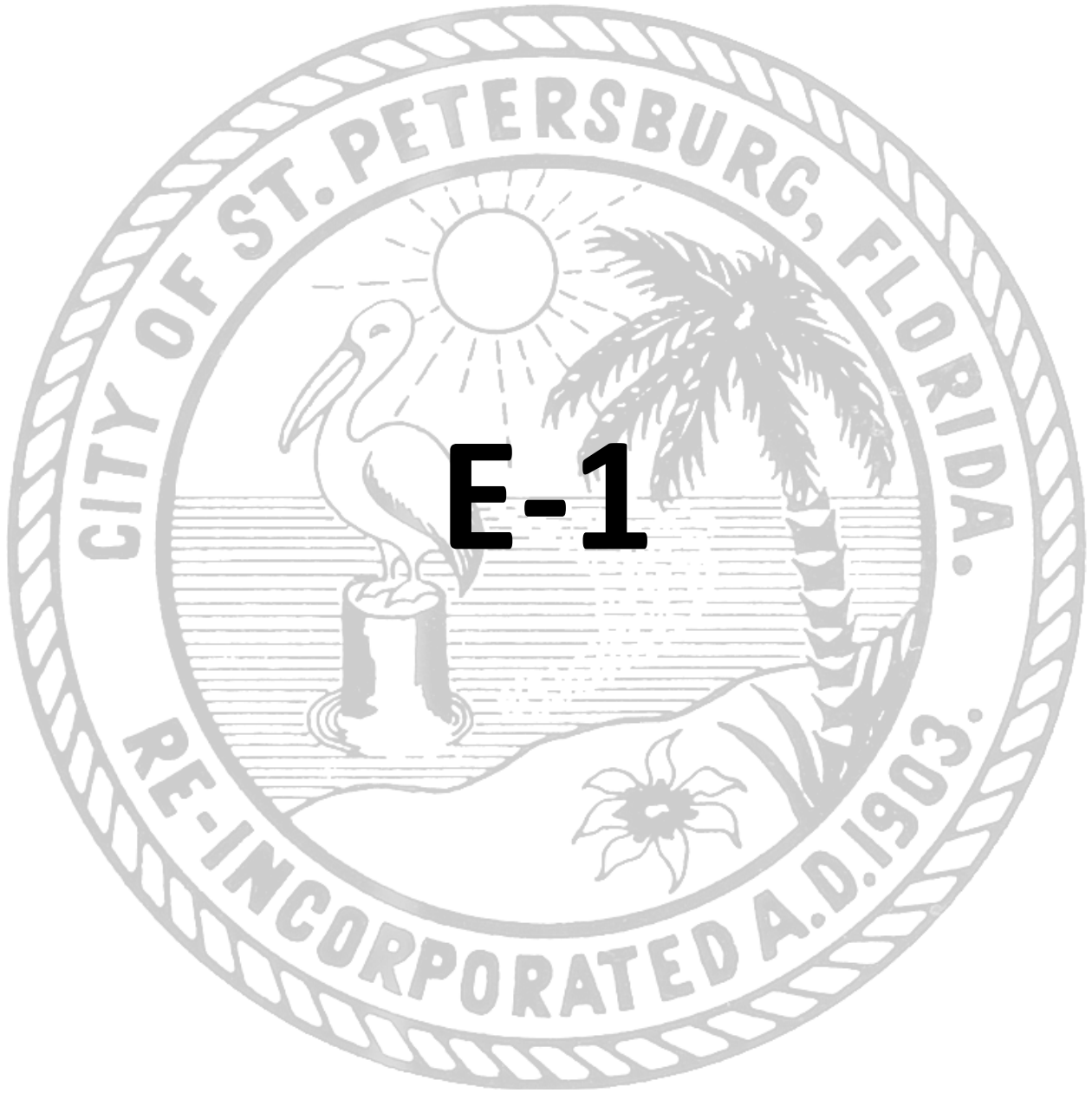


The following page(s) contain the backup material for Agenda Item: Ordinance 630-H, An ordinance of the City of St. Petersburg, Florida amending City Code, Chapter 16, Land Development Regulations to create a new Subsection 16.50.055 Certified Recovery Residence; creating a definition and providing use specific development standards for Certified Recovery Residence; amending Section 16.10.020.1 parking and zoning matrix to add Certified Recovery Residence and changing the permitted zoning categories for Community Residential Homes; amending Section 16.70.040.1.8. related to reasonable accommodation requests; providing for severability; and providing an effective date. (City File LDR 2025-02)
Please scroll down to view the backup material.





ST. PETERSBURG CITY COUNCIL

Meeting of December 11, 2025

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

SUBJECT: Ordinance 630– H], An ordinance of the City of St. Petersburg, Florida amending City Code, Chapter 16, Land Development Regulations to create a new Subsection 16.50.055 Certified Recovery Residence; creating a definition and providing use specific development standards for Certified Recovery Residence; amending Section 16.10.020.1 parking and zoning matrix to add Certified Recovery Residence and changing the permitted zoning categories for Community Residential Homes; amending Section 16.70.040.1.8. related to reasonable accommodation requests; providing for severability; and providing an effective date. **(City File LDR 2025-02)**

BACKGROUND:

2025: Senate Bill 954

In 2025, the Florida Legislature passed Senate Bill 954. The bill was subsequently approved by Governor Ron Desantis on June 25, 2025, and recorded into law as [Chapter 2025-182](#) on June 26, 2025. The bill requires local governments to adopt an ordinance by January 1, 2026, establishing procedures for the review and approval of certified recovery residences within its jurisdiction.

Pursuant to [Florida Statutes 397.311\(5\)](#):

- **Certified Recovery Residence** means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.
- **Certified Recovery Administrator** means a recovery residence administrator who holds a valid certificate of compliance.
- **Certificate of Compliance** means a certificate that is issued by a credentialing entity to a recovery residence or a recovery residence administrator.”

The Florida Statute definition for a “certified recovery residence” includes four sub-categories as follows:

- **Level I.** A certified recovery residence that houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
- **Level II.** A certified recovery residence that encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
- **Level III.** A certified recovery residence that offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life

skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.

- **Level IV.** A certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

In addition to Senate Bill 954 amending Certified Recovery Residence, this text amendment includes an update to City Code Section 16.70.040.1.8 regarding reasonable accommodations for persons with disabilities. Under the proposed changes:

- Requests for reasonable accommodation shall be date stamped upon receipt;
- Adds instructions for requesting more information from an Applicant;
- Clarifies notification requirements in the event of a sale of the property.

LDR (LAND DEVELOPMENT REGULATIONS) TEXT AMENDMENTS:

Pursuant to Florida Statutes 397.487, the municipal ordinance must comply with certain enumerated standards. The proposed ordinance included as “Attachment A” complies.

RECOMMENDATION:

Administration:

City staff recommends APPROVAL.

Development Review Commission:

Conducted a public hearing on November 5, 2025, and made a finding of consistency with the City’s Comprehensive Plan as enabled through adoption of Senate Bill 954, recorded as Chapter 2025-182, and listed as Florida Statute 397.487.

Previous City Council Action:

None.

Recommended City Council Action:

- 1) CONDUCT the first reading and first public hearing of the attached proposed ordinance; and
- 2) SET the second reading and final public hearing for January 8, 2025.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CITY CODE, CHAPTER 16, LAND DEVELOPMENT REGULATIONS TO CREATE A NEW SUBSECTION 16.50.055 CERTIFIED RECOVERY RESIDENCE; CREATING A DEFINITION AND PROVIDING USE SPECIFIC DEVELOPMENT STANDARDS FOR CERTIFIED RECOVERY RESIDENCE; AMENDING SECTION 16.10.020.1 PARKING AND ZONING MATRIX TO ADD CERTIFIED RECOVERY RESIDENCE AND CHANGING THE PERMITTED ZONING CATEGORIES FOR COMMUNITY RESIDENTIAL HOMES; AMENDING SECTION 16.70.040.1.8. RELATED TO REASONABLE ACCOMMODATION REQUESTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In 2025, the Florida Legislature passed Senate Bill 954. The bill was subsequently approved by Governor Ron Desantis on June 25, 2025, and recorded into law as Chapter 2025-182 on June 26, 2025. The bill requires local governments to adopt an ordinance by January 1, 2026, establishing procedures for the review and approval of certified recovery residences within its jurisdiction.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION ONE. Section 16.10.020.1. of the St. Petersburg City Code, excerpted in pertinent part, is hereby amended to add “certified recovery residence” as shown in Attachment “A”.

SECTION TWO. Section 16.10.020.1. of the St. Petersburg City Code, excerpted in pertinent part, is hereby amended to modify “community residential homes” as shown in Attachment “B”.

SECTION THREE. A new Section 16.50.055 of the St. Petersburg City Code, pertaining to Use Specific Development Standards: Certified Recovery Residence, is hereby created to read as follows:

SECTION 16.50.090. CERTIFIED RECOVERY RESIDENCE

Sections:

16.50.55.1. Applicability.

This section shall apply to certified recovery residence uses. The Florida Statute definition for a certified recovery residence includes four subcategories: Level I, Level II, Level III, and Level IV. (F.S. 397.311)

16.50.55.2. Establishment.

Certified recovery residence uses shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements and shall comply with the development standards of the zoning district, the general development standards, and this section.

16.50.55.3. Special use standards.

16.50.055.3.1 Six or fewer residents.

- A. Level I and Level II certified recovery residences are qualified for location in the NT, NS, NTM and NSM zoning categories.
- B. Except for the zoning categories identified in subsection “A.” above, Level III and Level IV certified recovery residences are qualified for location in all other zoning categories as provided in the Matrix: Use Permissions and Parking Requirements.
- C. Such uses shall not be located within 1,000 feet of another certified recovery residence or community residential home with six or fewer residents or within 1,200 feet of another existing community residential home.
- D. Such uses shall meet applicable licensing criteria established and determined by the sponsoring agency.

16.50.055.3.2 Seven to 14 residents

- A. Levels I, II, III, and IV certified recovery residences are qualified for location as provided in the Matrix: Use Permissions and Parking Requirements.
- B. Such uses shall not be located within 1,200 feet of another certified recovery residence or community residential home nor within 50 feet of a property zoned NT or NS.

16.50.055.3.3 More than 14 residents

- A. Levels I, II, III, and IV certified recovery residences are qualified for location as provided in the Matrix: Use Permissions and Parking Requirements.
- B. Such uses shall not be located within 1,200 feet of another certified recovery residence or community residential home in a zoning district allowing multifamily uses nor within 50 feet of a property zoned NT or NS.
- C. Such uses shall meet applicable licensing criteria established and determined by the sponsoring agency.

16.50.90.4. Distance Requirements

To determine compliance with the minimum distance requirements, distances shall be measured from the nearest point of the property boundary of the existing residence or home to the nearest point of the property boundary of the proposed residence or home.

16.50.90.5. Sponsoring Agency

- A. The sponsoring agency shall notify the POD of the existence of such licensed homes prior to licensure and at the time that each home is occupied.
- B. The sponsoring agency shall comply with all other requirements of F.S. ch. 397.311 and 397.487.

16.50.90.6. Variances

Requests for variances to the required buffer distance and minimum number of parking spaces required shall be reviewed by the Development Review Commission (DRC).

SECTION FOUR. Section 16.70.015. of the St. Petersburg City Code is hereby amended by add a new decision and appeals for ‘Certified Recovery Residence’ in the appropriate alphabetical order, to read as follows:

Certified Recovery Residences, 1 to 6 residents	16.50.055	Final (appealable to DRC)	DRC (appealable to City Council)	Final
Certified Recovery Residences, 7 to 14 residents	16.50.055	Final (appealable to DRC)	DRC (appealable to City Council)	Final
Certified Recovery Residences, More than 14 residents	16.50.055	Final (appealable to DRC)	DRC (appealable to City Council)	Final

SECTION FIVE. Section 16.70.040.1.8. of the St. Petersburg City Code is hereby amended to read as follows:

16.70.040.1.8. Reasonable accommodations.

- A. *Purpose.* The purpose of this section is to establish a uniform mechanism to process requests for reasonable accommodation to this Chapter 16 (the City's land development regulations) for persons with disabilities as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with

Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA"). For purposes of this section, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to this Chapter as provided by the FHA and the ADA pursuant to the procedures set out in this section.

B. *Application requirements.* A request by an applicant for reasonable accommodation under this section shall be made in writing to the POD by completion of a reasonable accommodation request form provided by the City. The reasonable accommodation request form shall contain such information as the POD deems necessary for processing the reasonable accommodation request and shall include, at a minimum, the following information:

1. The name, telephone number, physical address and e-mail address (if available) of the applicant, and the applicant's representative, if applicable.
2. The physical address of the housing or other location at which the accommodation is requested.
3. A description of the qualifying disability or handicap.
4. A description of the requested accommodation and the specific provisions of this chapter from which accommodation is sought.
5. The reasons the reasonable accommodation is necessary.

C. *Application review and determination.*

1. The POD shall date stamp each completed application upon receipt. Date stamp shall have the meaning provided by the definitions section of this chapter.
- ~~12.~~ The POD shall review the completed application and issue a written determination within 30 days of the date of receipt of the completed application. The POD may, consistent with the FHA and/or ADA, (a) grant the request (with or without conditions), (b) grant a portion of the request and deny a portion of the request, or (c) deny the request.
- ~~23.~~ In determining whether the reasonable accommodation request shall be granted, granted in part, or denied, the applicant shall be required to establish the following:
 - a. That the proposed accommodation(s) being sought is (are) reasonable and necessary to afford handicapped/disabled person(s) equal opportunity to use and enjoy housing or other service(s); and
 - b. That the person(s) are protected under the FHA and/or ADA by demonstrating that said person(s) are handicapped or disabled, as defined in the FHA and/or ADA. Although the definition of disability is subject to judicial interpretation, for purposes of this section and pursuant to the ADA, the disabled person(s) must demonstrate one of the following:
 - i. A physical or mental impairment, which substantially limits one or more major life activities;
 - ii. A record of having such impairment; or
 - iii. That the person(s) is (are) regarded as having such impairment.

34. In addition to the above, the POD shall consider the following when deciding whether to grant, grant in part, or deny a request for a reasonable accommodation:
- a. Whether the requested accommodation would impose an undue financial or administrative burden on the City; and
 - b. Whether the requested accommodation would require a fundamental alteration of a material nature in the City's land use, zoning, or development policies.
5. If the POD requires more information from the applicant to make a determination, the POD shall request the needed information in writing. The applicant shall have 30 days from the date of the request to provide a response to the POD. If the applicant does not respond within the 30 days, then the application shall be deemed abandoned.

If the POD finds that the requested accommodation will impose an undue financial or administrative burden on the City, or will require a fundamental alteration in the nature of the City's land use and zoning regulations, the POD may consider whether an alternative reasonable accommodation exists which would effectively meet the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions.

- D. *No fee.* There shall be no fee imposed by the City in connection with a request for reasonable accommodation.
- E. *General provisions.* The following general provisions are applicable to reasonable accommodation requests:
1. A disabled or handicapped individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation request process by an attorney, legally appointed guardian, or other person designated by the disabled individual as authorized to submit the application on their behalf.
 2. A reasonable accommodation does not alter an individual's obligation to comply with other applicable federal, state, county or City requirements, rules, regulations, or laws, including all applicable zoning, building, and/or engineering permitting requirements.
 3. A reasonable accommodation is not a variance. It is an exception specific to the disabled individual(s) and is not transferrable to a new property owner or other occupant. The City may, at any time, require removal or discontinuance of the accommodation when the disabled individual no longer occupies the property.
 4. If a reasonable accommodation request is approved (in whole or in part), the applicant shall, ~~within 30 days, record~~ in the event of a sale of the property, provide to any prospective purchaser notice of the accommodation in the public records of Pinellas County. The notice shall, at a minimum, describe the specific accommodation granted, identify any improvements made pursuant to the accommodation, state that the accommodation is personal to the disabled individual and does not run with the land, and specify that future property owners may be required to remove or alter improvements made pursuant to the accommodation to comply with the current land development regulations of the City of St. Petersburg.

SECTION SIX. Section 16.90.020.3. of the St. Petersburg City Code is hereby amended by adding a new definition for 'Certified Recovery Residence' in the appropriate alphabetical order, to read as follows:

16.90.020.3. – Definitions

Certified Recovery Residence. See Matrix: Use Permissions and Parking Requirements.

SECTION SEVEN. *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 EIGHT. *Severability.* 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 NINE. *Compliance with § 166.041(4), Florida Statutes.* This ordinance is required for compliance state law or regulation. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION TEN. *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:



ADMINISTRATION:



**Attachment “ A” Certified Recovery Residence
Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements**

Use	Certified Recovery Residence, 1 to 6 Residents	Certified Recovery Residence, 7 – 14 Residents	Certified Recovery Residence, More than 14 Residents
NT-1 + NT-2: Neighborhood Traditional Single-family	P	N C	N C
NT-3: Neighborhood Traditional Single-family	P	N C	N C
NT-4: Neighborhood Traditional Mixed Use	P	N C	N C
NTM-1: Neighborhood	P	N C	N C
NS-E: Neighborhood Suburban Estate	P	N C	N C
NS-1 + NS-2: Neighborhood Suburban	P	N C	N C
NSM-1 + NSM-2: Neighborhood Suburban Multi-Family	P	P	P
NMH: Neighborhood Suburban Mobile Home	P	P	N C
NPUD-1 + NPUD-3: Neighborhood Planned Unit Development	P	P	P
NPUD-2: Neighborhood Planned Unit Development	P	P	P
CRT-1: Corridor Residential Traditional	P	P	P
CRT-2: Corridor Residential Traditional	P	P	P
CRS-1: Corridor Residential Suburban	P	P	P
CRS-2: Corridor Residential Suburban	P	P	P
CCT-1: Corridor Commercial Traditional	P	P	P
CCT-2: Corridor Commercial Traditional	P	P	P
CCS-1: Corridor Commercial Suburban	P	P	P
CCS-2: Corridor Commercial Suburban	P	P	P
CCS-3: Corridor Commercial Suburban	P	P	P
DC-C: Downtown Core	P	P	P
DC-1: Downtown Center	P	P	P
DC-2: Downtown Center	P	P	P
DC-3: Downtown Center (Waterfront)	P	P	P
DC-P: Downtown Center Park	N C	N C	N C
RC-1: Retail Center	P	P	P
RC-2 and RC-3: Retail Center	P	P	P
EC-1: Employment Center	P	P	P
EC-2: Employment Center	P	P	P
IC: Institutional Center (CRD)	P	P	P
IC: Institutional Center (I)	P	S E	S E
IC: Institutional Center (R/OG)	P	P	P
IC: Institutional Center (T/U)	N C	N C	N C
IT: Industrial Traditional	N C	N C	N C
IS: Industrial Suburban	N C	N C	N C

Attachment “A” continued

Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements

Minimum Parking Spaces, Traditional Tier (NT, NTM, CRT, CCT-1, IT)	Minimum Parking Spaces, Suburban Tier (NS, NSM, NMH, NPUD, CRS, CCS, RC, EC-1, IC, IS)	Downtown (DC, CCT-2, EC-2)	Definition
2 spaces up to 3 bedrooms, plus 0.5 for each additional bedroom	2 spaces up to 3 bedrooms, plus 0.5 for each additional bedroom	2 spaces up to 3 bedrooms, plus 0.5 for each additional bedroom	A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator. The certified recovery residence administrator and related administrator’s certificate of compliance are defined in Florida Statutes.
2 spaces, plus 1 per 3 residents	2 spaces, plus 1 per 3 residents	2 spaces, plus 1 per 3 residents	A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator. The certified recovery residence administrator and related administrator’s certificate of compliance are defined in Florida Statutes.
2 spaces, plus 1 per 3 residents; Loading area required	2 spaces, plus 1 per 3 residents; Loading area required	2 spaces, plus 1 per 3 residents; Loading area required	A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator. The certified recovery residence administrator and related administrator’s certificate of compliance are defined in Florida Statutes.

CHAPTER 2025-182

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 954

An act relating to certified recovery residences; amending s. 397.487, F.S.; requiring, by a specified date, the governing body of each county or municipality to adopt an ordinance to establish procedures for the review and approval of certified recovery residences; requiring that such ordinance include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; specifying criteria for the ordinance; providing that the ordinance may establish additional requirements for the review and approval of reasonable accommodation requests; requiring that such additional requirements be consistent with federal law and not conflict with the act; prohibiting the ordinance from requiring public hearings beyond the minimum required by law; providing that the ordinance may include provisions for revocation of a granted accommodation for cause, if the accommodation is not reinstated within a specified timeframe; providing construction; amending s. 397.4871, F.S.; providing that the personnel-to-resident ratio for a certified recovery residence must be met only when the residents are at the residence; providing that a certified recovery residence administrator for Level IV certified recovery residences which maintains a specified personnel-to-patient ratio has a limitation on the number of residents it may manage; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (15) and (16) are added to section 397.487, Florida Statutes, to read:

397.487 Voluntary certification of recovery residences.—

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date-stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The

regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

Section 2. Paragraph (c) of subsection (8) of section 397.4871, Florida Statutes, is amended to read:

397.4871 Recovery residence administrator certification.—

(8)

(c) Notwithstanding paragraph (b), a Level IV certified recovery residence operating as community housing as defined in s. 397.311(9), which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider, may:

1. Actively manage up to 150 residents so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at the residence 24 hours a day, 7 days a week, with a personnel-to-resident ratio of 1 to 10.

2. Actively manage up to 300 residents, so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

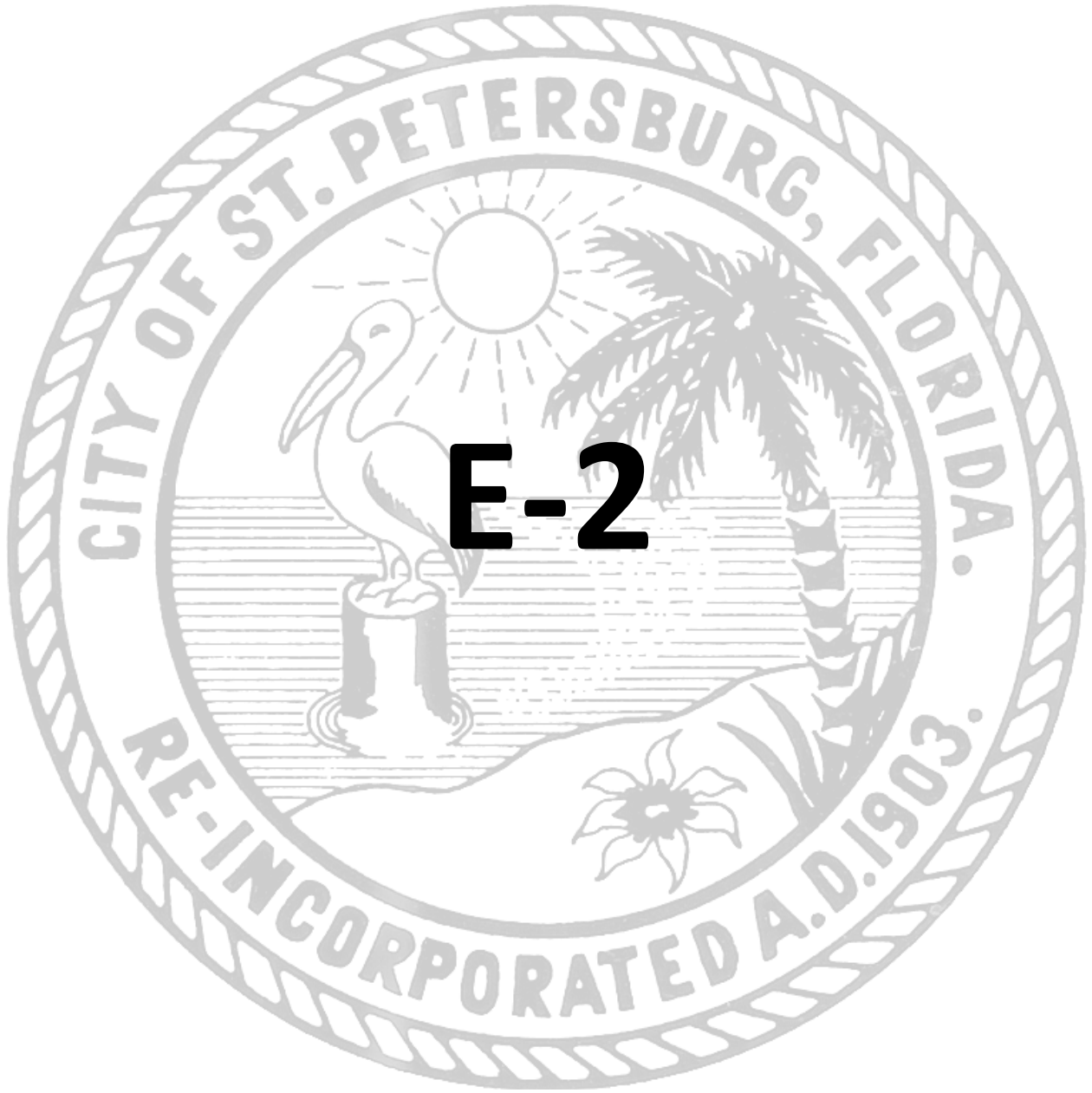
A certified recovery residence administrator who has been removed by a certified recovery residence due to termination, resignation, or any other reason may not continue to actively manage more than 50 residents for another service provider or certified recovery residence without being approved by the credentialing entity.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 25, 2025.

Filed in Office Secretary of State June 25, 2025.

The following page(s) contain the backup material for Agenda Item: Ordinance 631-H, An ordinance of the City of St. Petersburg, Florida amending City Code, Chapter 16, Land Development Regulations to revise the city's platting procedures to conform with the requirements of Florida Statutes, Chapter 177, as amended by Florida Senate Bill 784 (2025); amending provisions related to variance authority, preliminary plat application, review and appeal procedures, and final plat application, review and appeal procedures; amending the decisions and appeals table to reflect changes to review and approval authority in preliminary and final plat review; providing for severability; and providing an effective date. (City File LDR 2025-03)
Please scroll down to view the backup material.



E-2



ST. PETERSBURG CITY COUNCIL

Meeting of December 11, 2025

- TO:** The Honorable Chair Copley Gerdes and Members of City Council
- SUBJECT:** **Ordinance 631-H**, An ordinance of the City of St. Petersburg, Florida amending City Code, Chapter 16, Land Development Regulations to revise the city's platting procedures to conform with the requirements of Florida Statutes, Chapter 177, as amended by Florida Senate Bill 784 (2025); amending provisions related to variance authority, preliminary plat application, review and appeal procedures, and final plat application, review and appeal procedures; amending the decisions and appeals table to reflect changes to review and approval authority in preliminary and final plat review; providing for severability; and providing an effective date. **(City File LDR 2025-03)**
- BACKGROUND:** During the 2025 legislative session, Senate Bill 784 (SB 784) was passed by the Florida Legislature, signed by the Governor on June 20, 2025, and took effect on July 1, 2025. SB 784 amends Section 177.071, Florida Statutes, to require that municipalities designate an administrative authority and administrative official to handle plat and replat applications.
- Under this bill, if a proposed plat or replat complies with the technical requirements set forth in Section 177.091, Florida Statutes, the plat and replat submittals must be *administratively approved* by a designated *administrative authority* without further action by a municipality's governing body.
- To comply with this change in law, municipalities must designate an *administrative authority* to receive, review, and process plat and replat applications, and an *administrative official* with the authority to approve, approve with conditions, or deny those applications.
- On June 12, 2025, the City Council adopted Resolution 2025-324 pre-empting the Governor's signature, which was pending at the time of consideration. The Resolution designated the then-named Planning and Development Services Department of the City of St. Petersburg (and any successor department, as it may be renamed in the future) as the *administrative authority*, and the Director of the Department as the *administrative official*, for receiving, reviewing and processing plat and replat submittals in accordance with the requirements of SB 784.

Taking this proactive step helped ensure that the City was positioned to comply immediately with the new law. Related text amendments to the City of St. Petersburg City Code, Chapter 16, Land Development Regulations, are now being processed by formal Ordinance, attached.

Finally, on August 6, 2025, the Development Review Commission hosted a public hearing and voted to make a unanimous finding of consistency with the City's Comprehensive Plan.

RECOMMENDATION:

Administration: Administration recommends approval.

Development Review Commission: On August 6, 2025, the City's Development Review Commission hosted a public hearing and voted to make a unanimous finding of consistency with the City's Comprehensive Plan.

Recommended City Council Action:

- 1) CONDUCT the first reading of the attached proposed ordinance; and
- 2) SET the second reading and public hearing for January 8, 2026.

Attachments:

- Ordinance
- Housing Affordability Impact Statement

ORDINANCE 631-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CITY CODE, CHAPTER 16, LAND DEVELOPMENT REGULATIONS TO REVISE THE CITY'S PLATTING PROCEDURES TO CONFORM WITH THE REQUIREMENTS OF FLORIDA STATUTES, CHAPTER 177, AS AMENDED BY FLORIDA SENATE BILL 784 (2025); AMENDING PROVISIONS RELATED TO VARIANCE AUTHORITY, PRELIMINARY PLAT APPLICATION, REVIEW AND APPEAL PROCEDURES, AND FINAL PLAT APPLICATION, REVIEW AND APPEAL PROCEDURES; AMENDING THE DECISIONS AND APPEALS TABLE TO REFLECT CHANGES TO REVIEW AND APPROVAL AUTHORITY IN PRELIMINARY AND FINAL PLAT REVIEW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 177.071, Florida Statutes, as amended by Senate Bill No. 784 (2025), approved by the Governor of Florida on June 20, 2025 ("Amended Platting Statute"), requires (among other things) that plat and replat submittals be administratively approved by a designated administrative authority without further action by a municipality's governing body if the plat or replat complies with Section 177.091, Florida Statutes; and

WHEREAS, the Amended Platting Statute also requires that the governing body of a municipality designate, by ordinance or resolution, an administrative authority to receive, review, and process plat and replat submittals, including an administrative official responsible for approving, approving with conditions, or denying such submittals; and

WHEREAS, on June 12, 2025, the City Council adopted Resolution 2025-324 designating the then-named Planning and Development Services Department of the City of St. Petersburg (and any successor department, as it may be renamed in the future) as the *administrative authority*, and the Director of the Department as the *administrative official*, for receiving, reviewing and processing plat and replat submittals in accordance with the requirements of the Amended Platting Statute; and

WHEREAS, Resolution 2025-324 took effect upon the effective date of the Amended Platting Statute and has been applied until an Ordinance updating Chapter 16, Land Development Regulations, could be adopted to conform to the requirements of the Resolution and the Amended

Platting Statute; and

WHEREAS, on August 6, 2025, the Development Review Commission hosted a public hearing and voted to make a unanimous finding of consistency of this proposed Ordinance with the City's Comprehensive Plan.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION ONE. Section 16.40.140.1 of the St. Petersburg City Code, is hereby amended to read as follows:

16.40.140.1. - Generally.

- A. *Short title.* This section shall be known and may be cited as the "Subdivision Ordinance of the City of St. Petersburg, Florida."
- B. *Application.*
 - 1. This section shall apply to all subdivisions of land within the City, as now or hereinafter established.
 - 2. The requirements of this section shall not exempt an applicant from any applicable local, county, state or federal requirements. Where a conflict results between this section and any applicable local, county, State or federal requirements, the stricter of the requirements shall apply.
- C. *Legislative intent.* The purpose of this section is to establish procedures and standards for the development and subdivision of land within the City in an effort to, among other things, ensure proper legal description, identification, monumentation and recordation of real estate boundaries; to ensure the orderly layout and appropriate use of the land; to provide safe, convenient and economic circulation of vehicular and pedestrian traffic; to provide suitable building sites which drain properly and are readily accessible; to provide for suitable, amenable, well planned neighborhoods; to promote energy conservation; to ensure the installation of improvements; and to help conserve and protect the physical and economic resources of the City and its environs, thereby promoting the public safety, health and general welfare.
- D. *City required improvements.* In any section wherein the City may be responsible to make expansions of public improvements or to construct new facilities, the City's responsibility for financing the expansions or construction shall be done in accordance with the approved capital improvement plan or operating budgets. Nothing in this section shall be construed to require the City to finance, construct or improve any facility not in accordance with the adopted operating or capital improvement budgets.

E. *Variances.* Where, because of energy conservation, topographical and other conditions peculiar to the site, strict adherence to the provisions of this section would cause an unnecessary hardship or would be impossible or impractical, the Development Review Commission (DRC) may ~~recommend, and the City Council may~~ authorize, a variance if the variance can be made without destroying the intent of this section and without violating the requirements of F.S. Ch. 177.

SECTION TWO. Section 16.70.050.1.7 of the St. Petersburg City Code, is hereby amended to read as follows:

16.70.050.1.7. - Preliminary plat.

- A. *Applicability.* A preliminary plat begins the platting process. Approval of a preliminary plat does not authorize subdivision of land.
- B. *Application.* An application shall include the following information in addition to the information that the POD may generally require for a preliminary plat application:
1. A 24-inch × 36-inch black line print of the subject property prepared by a registered surveyor at a scale of not less than 100 feet to the inch, meeting all the requirements of this chapter. The preliminary plat shall include the following information:
 - a. The subdivision title, date, north point, scale and a brief description, including township and range. The title shall as nearly as possible identify the area of the City in which the proposed subdivision is located;
 - b. The name and the address of the owner and the surveyor; if the property is owned by a corporation or company, the name and address of its president or other responsible party shall be given;
 - c. The boundaries and dimensions of the tract to be subdivided;
 - d. Wooded areas, marshes, preservation areas and other conditions affecting the site;
 - e. The location of existing and proposed property lines, streets, watercourses, railroads, bridges, power transmission and distribution lines, sewer, gas and water mains, culverts and drainpipes, City limits and any public utility easements on the land to be subdivided; the location of all structures on the land to be subdivided; and the exact location of the intersections of all adjacent streets within the boundary of the proposed plat;
 - f. The names of the adjoining subdivisions;
 - g. The locations, dimensions and purposes of proposed rights-of-way, easements and waterways; street names; and pavement widths when unusual intersections occur or

medians or planter islands are proposed or when paving width in excess of 24 feet is required;

- h. The proposed lot lines, lot and block numbers, and approximate dimensions;
- i. The approximate radii of all curves;
- j. On acreage or fill areas, a tie to the nearest section corner, quarter section or other known point;
- k. When topography controls the street and lot layout, approximate contours with a vertical interval of not more than one foot referred to City datum;
- l. Existing and proposed parks, school sites or other public open spaces on the plat;
- m. Plat language, when required in conjunction with special developments or conditions.

C. Procedure.

1. Upon receipt of the preliminary plat, the POD shall determine whether the application complies with all applicable requirements contained in the Land Development Regulations, Florida Statutes and any conditions imposed by the POD, any Commission or City Council. If the POD determines that the preliminary plat application complies and that approval of the application requires no variance from any applicable requirement, the preliminary plat application shall be approved.

If the POD determines that the application does not comply, the POD shall identify the application's deficiencies and shall either deny the application or, if the applicant applies for a variance, withhold approval pending approval of the variance.

2. No improvements shall be made in the subdivision on the basis of an approved preliminary plat. Approval of a preliminary plat acknowledges the basic design of the subdivision and consistency with the City's comprehensive plan, subdivision standards, and zoning code. It shall not constitute approval of the final plat; it shall not authorize recording or acceptance of dedications.
3. Concurrent submission of preliminary and final plats. An applicant may not submit both a preliminary and final plat at the same time. After approval of a preliminary plat, the applicant may submit a final plat application based on the approved preliminary plat. Preliminary and final plats submitted concurrently shall follow the procedures for adoption of a final plat except that the applicant shall pay the filing fee for both a preliminary and final plat established by City Council. Preliminary and final plats submitted concurrently shall meet all the form and content requirements for filing both preliminary and final plats.

- D. Expiration.* 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.

- E. *Appeal.* Decisions of the POD approving, approving with conditions or denying a preliminary plat ~~shall not be subject to appeal. may be appealed to the commission designated in the Decisions and Appeals Table, whose decision may be appealed to the City Council.~~
- F. *Variances.* Requests for variances shall be reviewed by the commission designated in the Decisions and Appeals Table.

SECTION THREE. Section 16.70.050.1.8 of the St. Petersburg City Code, is hereby amended to read as follows:

16.70.050.1.8. - Final plat.

- A. *Applicability.* A final plat shall be required prior to the subdivision of land as otherwise required by this chapter.
- B. *Application.* An application shall include the following information in addition to the information that the POD may generally require for a final plat application:
 - 1. The number of copies required shall be established by the POD.
 - a. All land within the boundaries of the plat shall be accounted for by blocks and lots, out-lots, parks, streets, and alleys. No parcel of land shall be reserved by the owner when recording a subdivision unless the parcel meets the minimum lot requirements of the Land Development Regulations.
 - 2. The final plat shall be prepared in the manner prescribed by law and include any conditions as required by the POD or any Commission,~~or City Council~~ in conjunction with preliminary plat approval.

C. Procedure.

- 1. Upon identifying the method of guaranteeing installation of required improvements and determining that all requirements have been met, the administrative authority designated by the City Council in accordance with Section 177.071, Florida Statutes (as it may be amended) shall approve, approve with conditions, or deny the proposed final plat. POD may recommend approval of the mylar tracing of the plat, subject to approval by the City Council and the Mayor. The POD Such administrative authority may deny approval of a final plat which does not comply with the requirements of Section 177.091, Florida Statutes (as it may be amended). Land Development Regulations or conditions applicable to plat approval or for other good cause. No changes shall be made to the proposed final plat after approval by the administrative authority.

2. ~~Following a recommendation of approval of a final plat by the POD, the plat shall be transmitted to the City Council.~~ Following approval of the proposed final plat by the City Council and receipt of the required guarantee of installation of required improvements as set forth in this chapter, the ~~Mayor and Council Chair~~ administrative official designated by the City Council in accordance with Section 177.071, Florida Statutes (as it may be amended), shall sign the plat. ~~No changes shall be made to the plat after City Council has approved the plat.~~
3. Forms for final certification shall be as follows:
 - a. A notarized certification of ownership and dedication properly completed and signed. The certification shall include the signatures of all lienholders thereby consenting to the platting and dedication. If the owner or lienholder consists of a corporation, the signatures of the president or other responsible officer and the secretary shall be required, together with the corporate seal. If necessary, the consent of the lienholders may be provided as a certified document of "consent to plat" that is applicable to the City and the clerk of the circuit court of the county.
 - b. A surveyor's certificate properly completed and signed.
 - c. A form for the endorsement of the ~~City Mayor or City Administrator~~ which shall contain a provision that the approval is conditioned upon the plat being recorded in the public records of the county within six months from the date of the approval. The form shall read substantially as follows:

CERTIFICATE OF APPROVAL OF THE CITY OF ST. PETERSBURG

Approved for the City of St. Petersburg, Pinellas County, Florida, this _____ day of _____ ~~A.D. 20~~ _____; provided that the plat is recorded in the public records of Pinellas County, Florida, within six (6) months from the date of this approval.

_____.

Mayor Administrative Official

- d. ~~A form for the endorsement of the City Council which shall read substantially as follows:~~

~~Approved by the City Council of the City of St. Petersburg, Pinellas County, Florida, this _____ day of _____ A.D. 20 _____.~~

_____.

Council Chair

D. *Expiration.* All conditions of the final plat shall be met and the final plat shall be recorded within six months of approval by the Mayor or City Administrator, or the approval of the plat shall lapse. The plat shall be submitted to the POD as a new application if it has lapsed.

E. *Appeal.* ~~Recommendations of approval of a final plat, with or without conditions, by the POD~~ Decisions by the administrative official, approving, approving with conditions, or denying a final plat shall not be subject to appeal. A denial of a final plat may be appealed directly to the City Council. ~~The administrative official's decision of the City Council approving, denying or imposing conditions upon approval of a final plat may be subject to judicial review in the manner provided by law.~~

F. *Record keeping.*

1. It shall be the responsibility of the applicant to convey the approved linen to the clerk of the circuit court of the county where processing for final recordation shall be accomplished.
2. Upon recordation of the final plat, the applicant shall provide a signed and executed copy of the final plat to the POD.

SECTION FOUR. Section 16.70.015 of the St. Petersburg City Code, is hereby amended to read as follows:

16.70.015. Decisions and Appeals Table (relevant sections).

Decisions and Appeals				
Process Type	City Code Section	POD Decision	Commission Decision	City Council Decision
Plat, <i>Preliminary</i>	16.70.050.1.7.	Final (appealable to DRC)	DRC (appealable to City Council) <u>not applicable</u>	Final <u>not applicable</u>
<u>Plat, <i>Preliminary</i> with variances</u>	<u>16.70.050.1.7</u>	<u>Advisory to DRC</u>	<u>Final</u>	<u>not applicable</u>
Plat, <i>Final</i>	16.70.050.1.8.	Final (appealable to DRC) Advisory to City Council	not applicable	Final <u>not applicable</u>

SECTION FIVE. *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 SIX. *Severability.* 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 SEVEN. *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 EIGHT. *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:

Christina Boussias

00855573.docx

DEPARTMENT:

David J. Killian

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 Development

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

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2025-03).

III. Impact Analysis:

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

No (No further explanation required.)

Yes Explanation:

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

No (No further explanation required)

Yes Explanation:

IV: Certification

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

X The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)



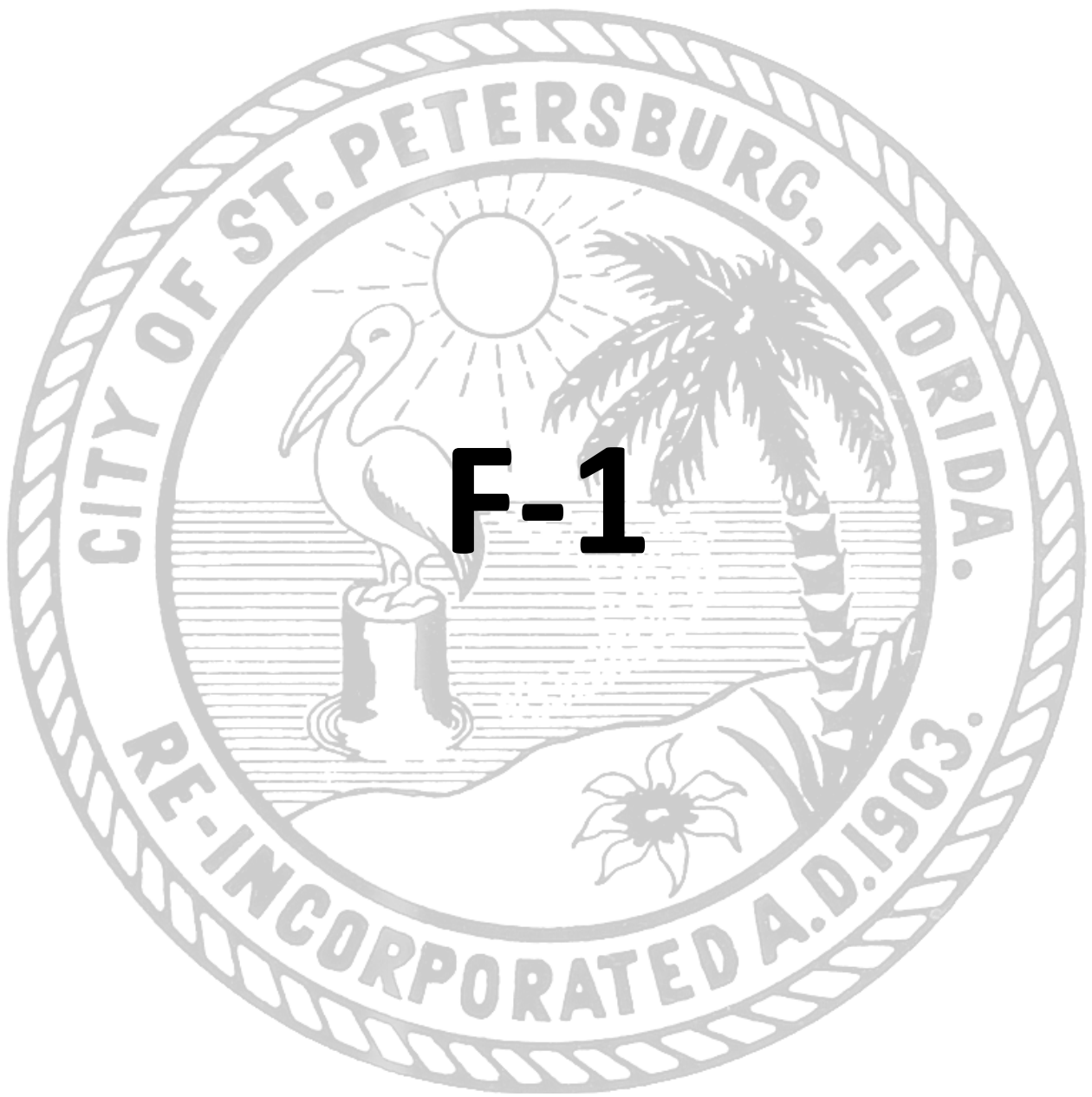
Planning Director

10/29/2025

Date

Copies to: City Clerk
Avery Slyker, Director, Housing and Community Development

The following page(s) contain the backup material for Agenda Item: Teen Arts, Sports and Cultural Opportunities (TASCO) Update
Please scroll down to view the backup material.



CITY COUNCIL AGENDA REPORT ITEM

Date: October 6, 2025

TO: The Honorable Members of City Council

SUBJECT: Teen Arts, Sports and Cultural Opportunities (TASCO) Update

PRESENTER: Mike Jefferis, Community Enrichment Administrator and
Rick Craft, Recreation and Programming Superintendent

SCHEDULE FOR COUNCIL ON: December 11, 2025

Council Vice-Chair Lisset Hanewicz
District 4

TASCO TEEN PROGRAMS

Citywide & Center-Based Divisions

Presented by

Mike Jefferies, Community Enrichment Administrator
Rick Craft, Recreation & Programming Superintendent



TEEN ARTS, SPORTS & CULTURAL OPPORTUNITIES
ST. PETERSBURG PARKS & RECREATION



ST. PETE

PARKS & REC

TASCO's Core Principles:

- Inspiring creativity, teamwork, and leadership
- Building skills for school, work, and life
- Strengthening community connections
- Creating safe environments for teen activities



CITYWIDE TASCOCO

Technology, Events, and Sports

Center for Teen Technology

Courses, Camps, and Activities

- Fall/Spring Digital Media & Engineering Classes
- Teaching teens VEX Robotics, coding, 3D printing, and photo/video production
- Level-Up Game Nights – teens socially gaming and competing.
- 10-Week Media or Engineering Summer Tech Camp



Citywide Events

- Valentine's Day Dance
- Black History Celebration
- Teen Resource Fair
- Field of Screams
- Summer Extreme Events
 - Mudwars
 - Games Extravaganza
 - Club TASC0
 - TASC0 High
 - Scrubbin' da 'Burg
 - Battlegrounds
 - Ft. DeSoto Beach Bash
- Hispanic Heritage Celebration
- Other exciting activities and events throughout the year



TASCO Teen Sports Leagues

Dodgeball - Fall



HS/MS Flag Football - Fall/Winter



Volleyball - Winter/Spring



Basketball - Summer

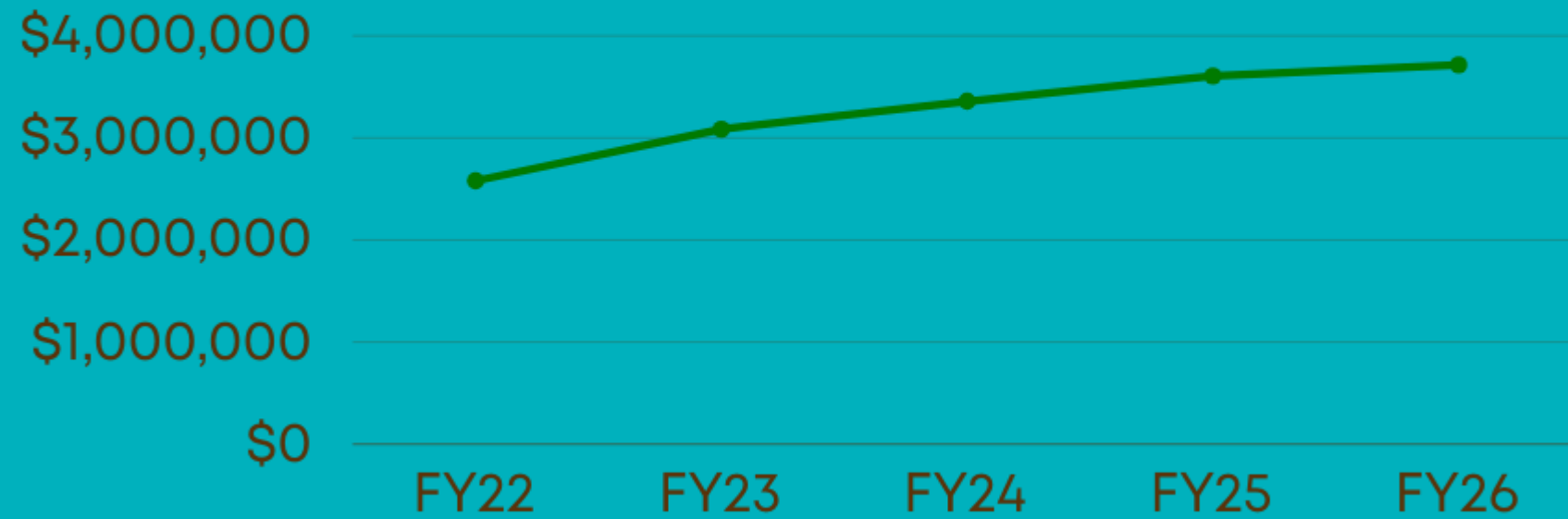


CENTER-BASED TASCO

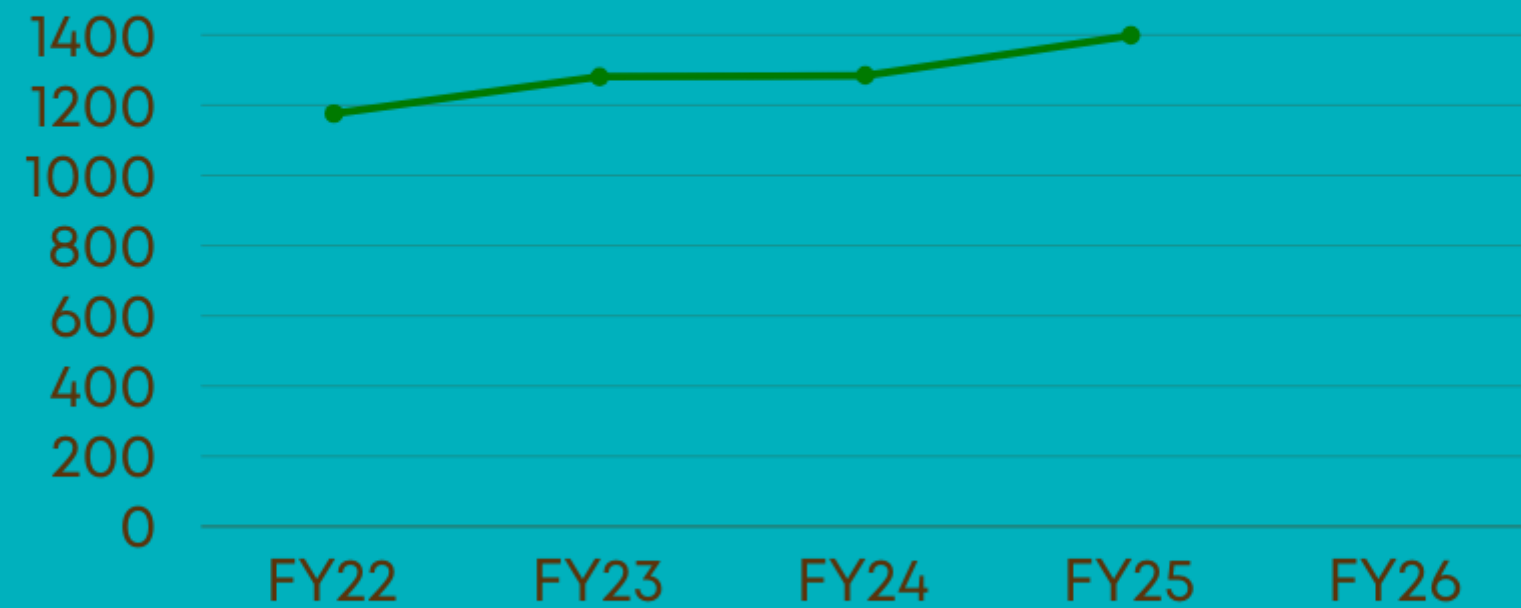
Recreation and Out-of-School Time
Programs

Fiscal Overview & Growth

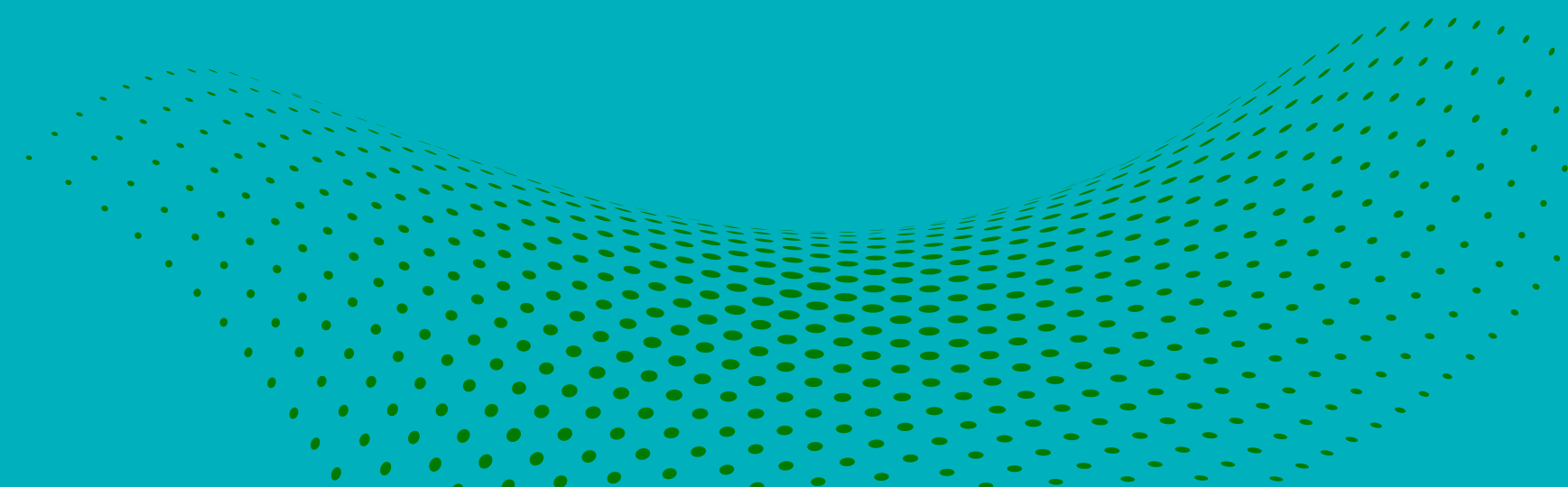
Grant Budget



Participants Served



- Consistent growth in funding and participation across 5 years
- Maintained 100% financial accuracy in all audits and file reviews
- Minimal lapse rates, reflecting efficient and responsible grant management
- TASCOCO continues to maximize resources for youth impact



Overview of Center-Based OST Programming

- Free before/after school, summer, and out-of-school time programs offered at 11 recreation centers
- Academic support, sports, community service, and technology access
- Transportation provided via Pinellas County Schools and city vans
- Promotes youth leadership and long-term engagement



Academic Enrichment & Overlay Programs



Giving Tree Music - Drum Circle overlay program

- 24 certified education specialists & two behavior specialists on staff
- Daily homework help, tutoring, and goal-setting support
- Overlay programs enhance learning through:
 - STEM & job skills
 - Arts, culture, and music
 - Leadership & teamwork
 - Financial wellness & health education

Community, Safety, and Service

- Safety Around Water: 153 swim lessons for ages 6 months–14 years
- Community Service: 132 activities annually across all centers
- Partnerships with schools, colleges, and local agencies (Healthy St. Pete, More2Life, credit unions, churches, Fire & Police Departments)



Teen Councils & Youth Employment

- Teen Councils active at each center; teen-driven planning & decision-making
- Youth Employment Program: 27 recreation attendant positions for ages 15–19
- Encourages responsibility, leadership, and career readiness



**2025 Mayor's Youth Congress - City Hall
Tour**



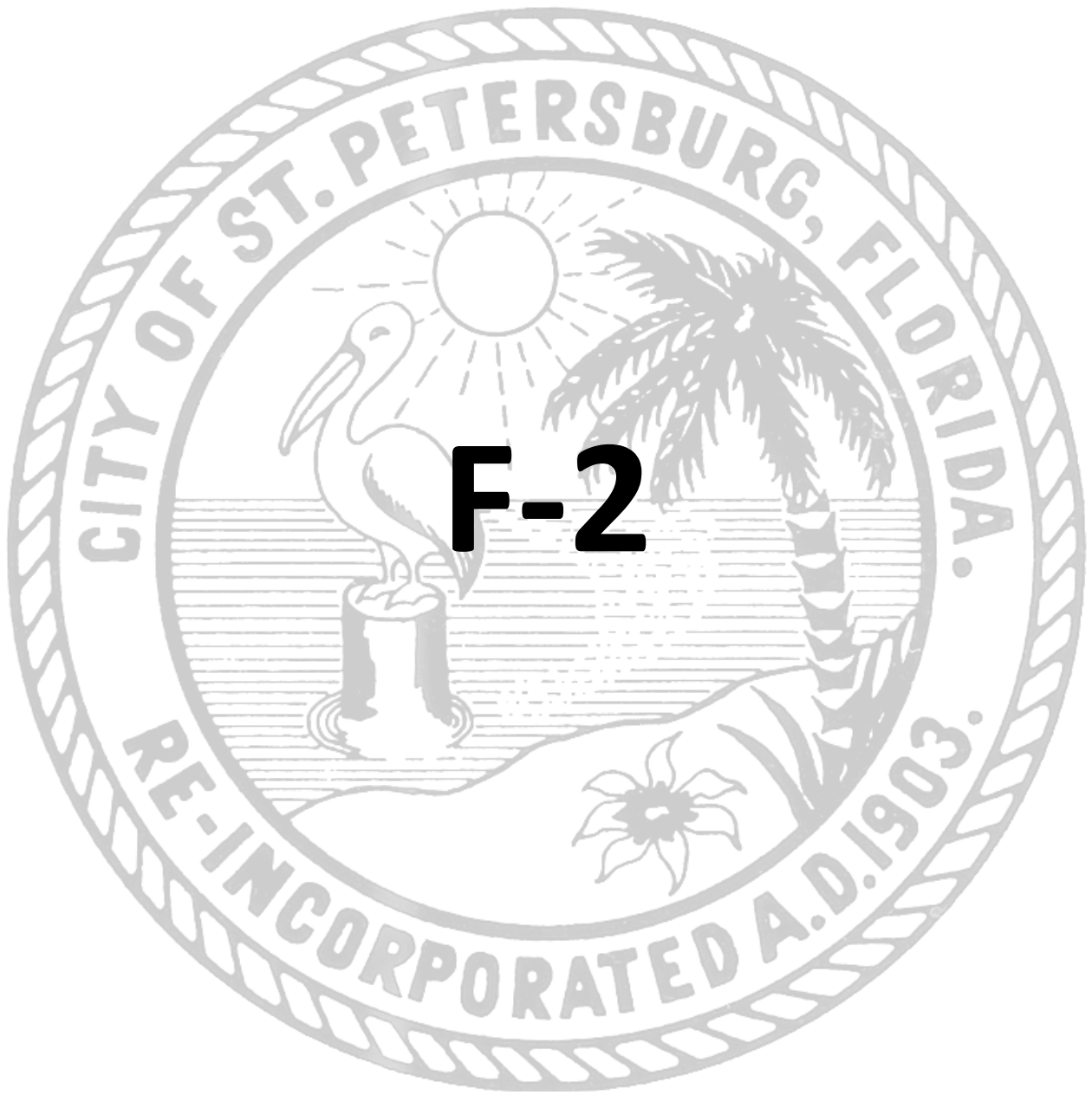
Thank You

FOR SUPPORTING OUR RECREATION PROGRAMS!



TASCO Citywide
Staff

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



F-2

CITY COUNCIL AGENDA REPORT ITEM

DATE: November 26, 2025

TO: The Honorable Members of City Council

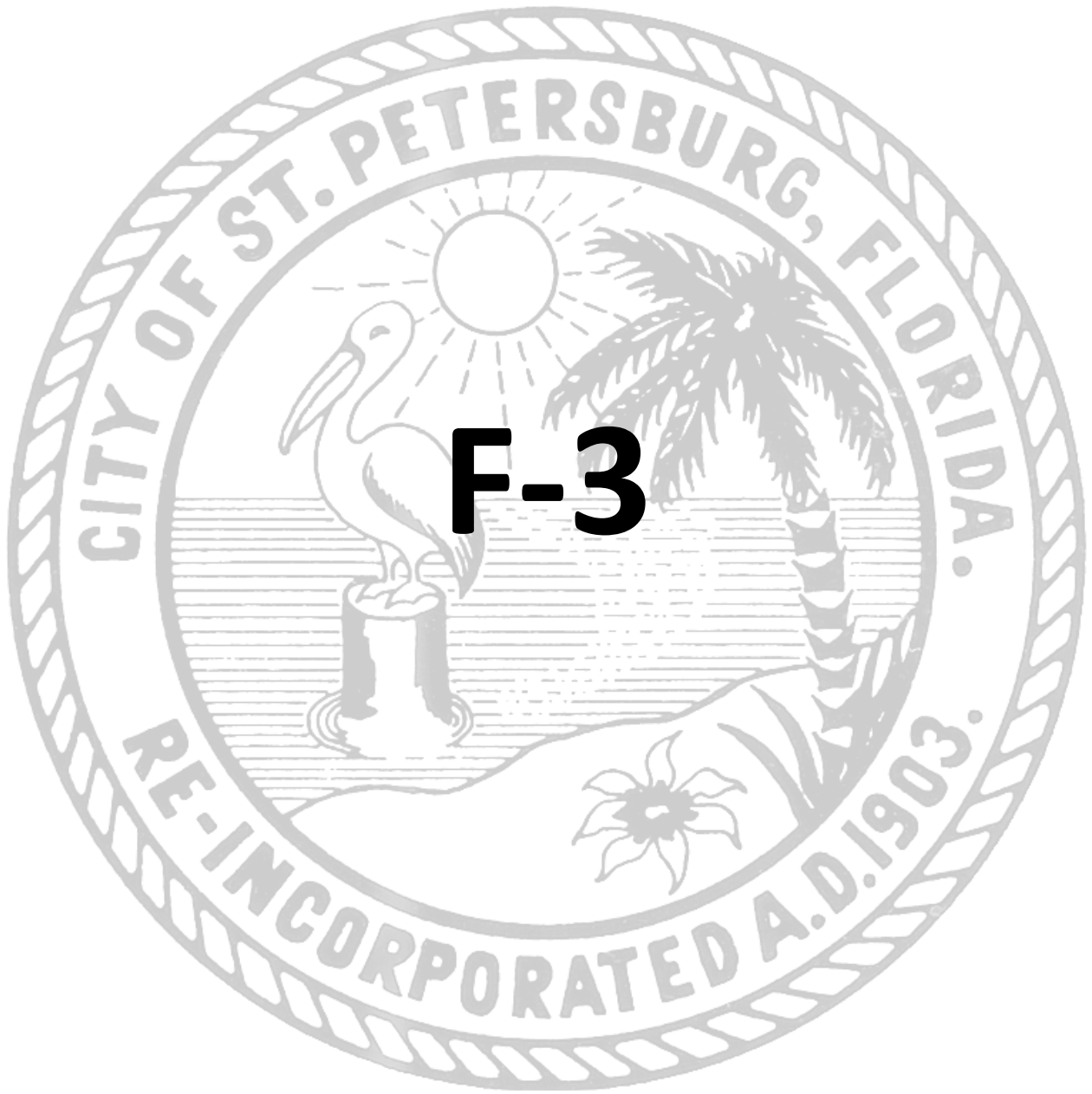
SUBJECT: Resilient St. Pete Action Plan

PRESENTER: Office of Sustainability and Resiliency

SCHEDULE FOR COUNCIL ON: December 11, 2025

Council Member Brandi Gabbard
District 2

The following page(s) contain the backup material for Agenda Item: A resolution extending the Option Period of the Option Agreement dated July 2, 2024 (Option) with the Sugar Hill Group LLC, a Florida limited liability company (SHG), for one (1) year, for SHG to satisfy the option conditions required for exercising its option to enter into a Lease and Development Agreement for the development of a mixed-use project on the City-owned property located at 1794 22nd Street South, St. Petersburg, Florida, known as Tangerine Plaza; authorizing the Mayor or his designee to execute all documents necessary to effectuate the purpose of this resolution; and providing an effective date. Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL

Meeting of December 11, 2025

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

SUBJECT: A resolution extending the Option Period of the Option Agreement dated July 2, 2024 (“Option”) with the Sugar Hill Group LLC, a Florida limited liability company (“SHG”), for one (1) year, for SHG to satisfy the option conditions required for exercising its option to enter into a Lease and Development Agreement for the development of a mixed-use project on the City-owned property located at 1794 22nd Street South, St. Petersburg, Florida, known as Tangerine Plaza; authorizing the Mayor or his designee to execute all documents necessary to effectuate the purpose of this resolution; and providing an effective date.

BACKGROUND: On June 6, 2024, City Council approved Resolution No. 2024-251, authorizing the City of St. Petersburg (“City”) to execute an Option Agreement (“Option”) and a Lease and Development Agreement (“LDA”) with the Sugar Hill Group LLC, a Florida limited liability company (“SHG”), for the development of a mixed-use project on City-owned property located at 1794 22nd Avenue South, St. Petersburg, Florida, (“Property”) to include not less than 115 affordable housing units and not less than 10,000 square feet of retail space, which must include at least 3,000 square feet of space for a grocery store providing fresh food options (collectively “Development”).

The Option term commenced on July 2, 2024 (“Effective Date”) and is due to terminate eighteen (18) months from the Effective Date on January 2, 2026 (“Option Period”), unless extended or terminated as provided in the Option. SHG is required to meet certain terms and conditions of the Option during the Option Period before SHG may exercise its option to enter into the LDA, to include the following:

- SHG to secure commitments for all funding necessary and proper to construct the Development.
- SHG to identify all contractors and professionals necessary to construct the Development.
- SHG to provide a commitment letter to the City from a grocer to operate a fresh food market for a term of not less than five (5) years.
- SHG to execute the LDA.
- SHG shall not be in breach of the Option.
- SHG to provide the City with no less than ninety (90) days’ notice of SHG’s intent to exercise its option to enter into the LDA, which shall allow the City to terminate the Walmart lease and all other leases on the Property.

On July 18, 2025, SHG submitted a site plan for review to include 186 affordable housing units and 10,000 square feet of retail space. Initial comments from the City were provided to SHG on July 30, 2025, with additional City comments being provided to SHG

by August 12, 2025. Site plan comments from the City's Water Resources Department remain to be addressed by SHG before the site plan can be approved. Site plan approval is not an Option condition, but it is one of the processes required as part of the Development, to be submitted to the City not later than three (3) months after the commencement date of the LDA.

The City received a letter from SHG dated October 17, 2025, providing the following: 1) notice of its intent to exercise its option to lease or purchase the Property; 2) an update to the status of the site plan comments; 3) an update to SHG's funding plan; and 4) notification that SHG has identified the professional services team for the Development. The City notified SHG through subsequent conversations that it had not yet met the Option Conditions required for exercising its option to enter into the LDA.

Pursuant to the terms and conditions of the Option, any extension of the Option Period is subject to City Council approval. To request such an extension of the Option Period, the Option requires SHG to submit a written request to the City no later than sixty (60) days prior to expiration of the Option Period, which written request must include the length of the extension requested and must outline the reasons for the additional time being requested, along with supporting documentation. The City received a letter from SHG dated October 30, 2025, requesting an extension of the Option Period for a period of one (1) year.

On November 5, 2025, City staff met with SHG to address the status of the deliverables required for SHG to exercise the Option to enter into the LDA, with the discussion including the status of the financing requirements, site plan comments and the status of the requirement to secure a grocer for the Development. As a result of the discussions, SHG committed to delivering the required documentation to the City to meet the conditions of the Option.

On November 5, 2025, SHG provided the City with a proposed term sheet dated October 7, 2025 from Boston Capital Finance, LLC ("BCF") and on November 11, 2025, SHG provided the City with a letter of interest dated November 11, 2025 from National Equity Fund, Inc. ("NEF"), (collectively, "LOI's") outlining certain terms and conditions for providing equity capital to SHG for the Development. The LOI's are conditioned upon and subject to several assumptions, including but not limited to the verification of the development budget, lease-up schedule, pro-forma operating statements, ownership structure, among other conditions. In addition, the LOI's are conditioned upon SHG applying for and receiving an award of low-income housing tax credits for the affordable housing portion of the Development, with both LOI's assuming a contribution of Community Redevelopment Area ("CRA") funding from the City in the amount of \$11,160,000, and a contribution from Pinellas County in the amount of \$11,160,000.

On November 20, 2025, SHG submitted an application for City funding through the Neighborly application to support the Development, to include 56 affordable housing units restricted to 60% AMI or below, and 130 affordable housing units restricted to 80% AMI or below. The application submitted by SHG requires additional information for the application to be considered complete. Five of the eleven "required documents" in the application are placeholder submittals and will need to be replaced by the actual documents. Notwithstanding, any request for City funding will be considered after acceptable documentation of all other sources of funding are provided by SHG.

On November 20, 2025, City staff had a follow up meeting with SHG to inform them that the LOI's submitted do not satisfy the requirement of SHG to secure commitments for all funding necessary to construct the Development. In addition, the City informed SHG that the request for CRA funding from the City in the amount of \$11,160,000 is not possible, as the current funds available in the CRA do not support the request, and that the requested amount of CRA funding by SHG may require the full CRA multi-family funding allocation over the next two (2) or more years. Any City funding will require a review of SHG's other sources of funding prior to committing City funding.

Pursuant to a discussion with SHG, Pinellas County is generally supportive of SHG's request for funding in the amount of \$11,160,000, subject to knowing what the City's gap funding contribution will be for Development. SHG is addressing the remaining comments to the site plan and they intend to provide the City with a commitment letter from a grocer to operate a fresh food market. In addition, SHG intends to submit a building permit package to the City and apply for low-income housing tax credits for the affordable housing portion of the Development.

Upon SHG successfully fulfilling the terms and conditions of the Option, SHG may exercise its option to enter into the previously negotiated LDA, which includes the following terms and conditions:

- Seventy-five (75) year lease term.
- SHG shall pay rent in the amount of \$100,000 per year. The rent shall be abated for the initial twenty-four (24) months of the term.
- SHG shall construct not less than 115 affordable housing units and not less than 10,000 square feet of retail space, which must include 3,000 square feet for a grocery store to provide healthy food options, including fresh produce and meats.
- SHG shall submit site plans to the City for approval no later than three (3) months from the LDA commencement date.
- SHG shall commence demolition of the existing improvements on the Property no later than six (6) months from the LDA commencement date.
- SHG shall submit a complete and comprehensive building permit package for the construction of the Development no later than six (6) months from the LDA commencement date.
- SHG shall commence construction of the Development no later than eighteen (18) months from the LDA commencement date.
- SHG shall complete at least fifty percent (50%) of the construction of the Development no later than thirty (30) months from the LDA commencement date.
- SHG shall obtain a certificate of occupancy for each building no later than thirty-six (36) months from the LDA commencement date.

The affordable housing units shall be restricted to households with an average annual income of eighty percent (80%) Area Median Income or below. The preliminary use mix for the affordable housing units shall include thirty percent (30%) 1-bedroom/1-bath

units; fifty percent (50%) 2-bedroom/2-bath units; and twenty percent (20%) 3-bedroom/2-bath units.

SHG shall ensure the operation of a grocer on the Property for not less than five (5) years, with the grocer required to dedicate not less than ten percent (10%) of the floor area within the grocery store for the display and sale of fresh produce and meats.

SHG shall have the option to purchase the Property upon the completion of the Development. The purchase price shall be \$1,500,000, with SHG being responsible for the owners' title insurance premium, escrow fees and transfer taxes related to the conveyance of the Property.

The City shall record a restrictive covenant on the Property, to ensure the affordable housing units remain affordable for a period of forty (40) years. The restrictive covenant shall require not less than 3,000 square feet of retail space to be occupied by a grocery store. The restrictive covenant shall include liquidated damages calculated for each affordable housing unit in violation of the restrictions.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution extending the Option Period of the Option Agreement dated July 2, 2024 ("Option") with the Sugar Hill Group LLC, a Florida limited liability company ("SHG"), for one (1) year, for SHG to satisfy the option conditions required for exercising its option to enter into a Lease and Development Agreement for the development of a mixed-use project on the City-owned property located at 1794 22nd Street South, St. Petersburg, Florida, known as Tangerine Plaza; authorizing the Mayor or his designee to execute all documents necessary to effectuate the purpose of this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: SHG Request for Option Period Extension, Letters of Interest, Illustration, and Resolution

APPROVAL: Administration: James A. Corbett AMF

**Letter Requesting for
Extension of Option Period dated
October 30, 2025
pursuant to
Option Agreement
dated July 2, 2024
between
the City of St. Petersburg, Florida,
and
Sugar Hill Group, LLC**

October 30, 2025

VIA EMAIL AND FEDEX

City of St. Petersburg
Real Estate and Property Management
P.O. Box 2842
St. Petersburg, FL 33731-2842
Attention: James A. Corbett

Re: Request For Extension of Option Period pursuant to Option Agreement ("Agreement"), between the City of St. Petersburg, Florida ("City"), and Sugar Hill Group, LLC ("SHG"). Capitalized terms used but not defined in this letter shall have the meanings given to such terms in the Agreement.

Dear Mr. Corbett:

As you are aware, our firm represents SHG in connection with the transactions described in the Agreement. This letter is being sent to you pursuant to Section 5 of the Agreement with respect to SHG's option to lease and/or buy the Property. This letter serves as SHG's request for an extension of the Option Period for a period of one (1) year in order to complete the site plan and building permitting process. The foregoing extension is being requested principally as a result of the timing for site plan approval, which has been delayed through no fault of any party.

In accordance with Section 5 of the Agreement, the Memorandum from Kyle Hurin of the Engineering and Capital Improvements Department dated August 12, 2025 with respect to the site plan for the development and copies of email correspondences between SHG and the City with respect to the site plan and approval process were submitted to the City earlier this week by SHG's professional services team.

Please contact me at sherald@bilzin.com or (305) 350-7232 if you have any questions. If you need to speak with a representative of SHG, please reach out to Oliver Gross at oliverg@nudllc.org.

Sincerely,

Sara Barli Herald

Sara B. Herald

cc: Oliver L. Gross (via email)
Paster Louis Murphy (via email)
Roy Binger (via email)
Terry Booty (via email)
Tamara Felton-Howard (via email)

Letter of Intent

Boston Capital Finance LLC dated

10/07/2025

October 7, 2025

Rodrigo Galavis, Vice President
New Urban Development, LLC
C/O Sugar Hill, LLC
8500 NW 25th Ave
Miami, FL 33147

RE: Proposed Term Sheet for Purchase of Tax-Exempt Construction to Permanent Bonds

Dear Mr. Galavis,

We appreciate this opportunity for Boston Capital Finance LLC, a Massachusetts limited liability company (“BCF”), as agent for a nationally recognized institutional investor (the “Investor”), to present Sugar Hill, LLC or their affiliates (the “Sponsor”) with the following proposal to purchase up to **\$45,074,188** of construction-to-permanent tax exempt bonds (collectively, the “Bonds”) pursuant to an indenture of trust between a qualified government issuer (the “Issuer”) and an approved trustee (the “Trustee”). The proceeds of the Bonds will be loaned to the Borrower by the Issuer and will be used to pay a portion of the costs incurred by the Borrower for the acquisition of the land and construction of the Property described below. The purchase of the Bonds shall hereinafter be defined as the facility (the “Facility”).

This Term Sheet sets forth the basic business terms and conditions of the Facility and summarizes key assumptions that BCF and the Investor have used in preparation of this Term Sheet provided to us by or on behalf of the Sponsor. Capitalized terms used herein and not defined refer to terms used in the template financing documents. This Term Sheet is subject to a final underwriting, full vetting and approval by BCF and the Investor. However, both BCF and the Investor have completed a thorough initial underwriting of the transaction as part of the issuance of this letter of interest.

Borrower: Each of the Borrower and the General Partner of the Borrower entity shall be a special-purpose, bankruptcy-remote entity.

**Guarantors/
Key Principals:** New Urban Development, LLC, or such other individuals or entities approved by BCF and the Investor, will serve as the guarantors (the “Guarantors”). The Guarantors shall provide guarantees of certain specific obligations of the Borrower as described herein.

Guarantees: The Guarantors shall guarantee the lien-free completion of the construction prior to the end of the Construction Period, payment of all costs to carry the project through Stabilization, any payments required to achieve Stabilization and any unfunded pay-in commitments. Additionally, the Guarantors shall further be obligated for certain non-recourse carve-outs as described herein.

Financial Covenants:	The Guarantors will have to represent a minimum net worth of 15% and a minimum liquidity of 5%, each calculated as a percentage of total development costs through Stabilization. This requirement is terminated on Stabilization.
Bonding:	Payment and performance bonds will be required.
Property:	The property known as Tangerine Plaza and located at 1794 22nd St. South, St Petersburg, FL will be a new construction of a multi-family development with 186 LIHTC units and 10,000 sq ft of commercial first floor retail space (the “Property”).
Interest Reserve:	An interest reserve will be established and fully funded at closing.
Structure:	Working with the Sponsor, BCF will determine a draw schedule and will call bond and loan monies quarterly and then fund monthly construction draws upon review and approval of a draw package which includes an independent engineer’s review of the draw, a date down endorsement, an executed AIA document, lien waivers, copies of all soft costs and a written request from the borrower for said draw. BCF will require 7.5% or \$1,500,000 of the construction bond drawn down at closing, whichever is greater. Subsequent quarterly fundings will be in denominations of \$1,000,000.
Construction Period:	The construction of the Property will be for a period no longer than thirty (30) months from Closing (the “Construction Period”). A one-time six-month (6-month) extension of the Construction Period may be allowed, subject to the discretion of BCF, provided the Borrower is not in default and upon payment of an extension fee equal to thirty (30) basis points of the original principal amount of the Bonds. The Borrower will spend approximately \$51,191,059 in hard costs for the construction of the Property during the Construction Period.
Deferred Developer Fee:	BCF will require at least 70% of the developer fee to be held back until the project reaches construction completion.
NOI:	BCF’s proposal is based on the underwritten NOI of \$1,310,776. These figures assume a 7.0% vacancy rate on the multifamily portion of the project and a 25% vacancy on the commercial and \$300/unit/year in replacement reserves (subject to confirmation by BCF’s underwriter and engineer). All rents except for any PBV units must be 10% below market per a third-party appraisal.
Reserves:	BCF will require an operating reserve of a minimum of four months of expenses and debt service payments to be held by the Trustee. The equity operating reserve will satisfy this requirement so long as such reserve is held by the Trustee.

Debt Sizing:

BCF is sizing the Bonds based a 75% Loan-to-Value Ratio (with tax credits and assuming a 5.00% capitalization rate) during the Construction Period and a minimum 1.15 to 1.00 Debt Service Coverage Ratio and a maximum 90% Loan to Value Ratio following Stabilization.

Stabilization:

Stabilization shall mean the point at which (a) the ratio of net operating income of the Property for the prior three months to a maximum principal and interest (and issuer and trustee fees) payable in any three month period equals or exceeds 1.15 to 1.0, and (b) not less than ninety percent (90%) of the Units shall have been leased and physically occupied by tenants who meet Borrower's leasing requirements as approved by BCF and Investor. For purposes of the foregoing, net operating income shall be (A) the lesser of (I) actual Property income or (II) actual Property income adjusted to reflect 5.0% economic vacancy on the multifamily and 25% on the commercial over (B) the greater of (I) actual Property expenses in the aggregate or (II) projected expenses in the aggregate determined in BCF's underwriting (except for expense line items relating to property taxes, insurance and utilities which shall in all cases be actual expenses).

Notwithstanding the above, Stabilization of the Property will occur no later than nine (9) months from the end of the Construction Period (the "Stabilization Period"). A one-time nine-month (9-month) extension of the Stabilization Period may be allowed, subject to the discretion of the Investor, provided the Borrower is not in default and upon payment of an extension fee equal to fifteen (15) basis points of the original principal amount of the Bonds.

Bond Amounts and Interest Rates:

Tax Exempt Construction Bond A (\$45,074,152): Fixed at 3 Year SOFR (today's price is 3.21%) + 260 basis points subject to a 5.75% coupon floor; today's indicative rate would be 5.81%.

Tax Exempt Permanent Bond A (up to \$16,840,770): Fixed at 18 Year SOFR (today's price is 3.80%) + 230 basis; subject to a 5.75% coupon floor, today's indicative rate would be 6.10%.

Redemption Option of the Investor:

Upon the eighteen-year (18-year) anniversary of Closing, the Investor shall have the option, with six (6) months' notice, to require a mandatory redemption of the Bonds.

Redemption Option of the Borrower:

Redemption of the Bonds shall be allowed commencing seventeen (17) years after Closing at par; prior to that date, redemption of the Bonds will be prohibited for the first ten (10) years. Thereafter, redemption of the Bonds will be permitted with the payment of yield maintenance until seventeen (17) years after Closing.

- Interest Only Period:** Two (2) years of interest-only payments following Stabilization.
- Amortization:** The Bonds will amortize on a 42.5-year schedule following the two (2) years of interest-only payments following Stabilization.
- Full-Recourse:** The Bonds will be full recourse during the Construction Period.
- Non-Recourse:** Except as otherwise outlined in this Term Sheet, the bond documents will provide non-recourse language to the partners of the Borrower during the permanent phase, except for standard agency non-recourse carve-outs, including, but not limited to, fraud, misapplication of funds, bankruptcy and other usual recourse acts.
- LIHTC Equity:** In addition to the Bonds, the acquisition and construction of the Property will be funded through the sale of Federal and State Low Income Housing Tax Credits (the “LIHTCs”). The Sponsor estimates that the proceeds from the sale of the LIHTCs will generate approximately \$27,887,336 for investment in the Property. The terms and pay-in commitments of the LIHTC proceeds is subject to BCF review and approval. BCF and the Investor will work with any nationally recognized syndication firm.
- Fees:** Borrower shall pay to BCF a due diligence fee of \$25,000 upon the signing of this Term Sheet. At Closing, the Borrower will pay an origination fee equal to 100 basis points on the construction financing (\$450,741) plus 50 basis points on the permanent financing (\$84,204) for a total origination fee of \$534,945. The fee will be deemed earned at investment committee approval and shall be due at Closing. The Borrower will also be responsible for Lender legal fees and expenses (capped at \$100,000), appraisal reimbursement, a lender plan and cost review and Phase I reports.
- Security / Collateral:** The Bonds shall be secured at all times by the following: (a) first priority mortgage lien on the fee simple interest in the Property; (b) first priority assignment of leases and rents; (c) a collateral assignment of the management agreement and all project documents; (d) a general partner pledge; (e) a developer fee pledge; (f) the aforementioned guaranties; (g) assignment of capital contributions in respect of the tax credits; (h) an environmental indemnity from the Borrower and the Guarantors; (i) a collateral assignment of any subsidy contracts; (j) a first priority perfected security interest in all cash and reserve accounts of the Borrower, (k) an assignment of security deposits, all construction and architectural contracts, plans and specifications and permits; and (l) any other assignment or collateral interest deemed necessary by BCF or the Investor to secure the Bonds.

Title and Survey:	Title and survey matters shall be subject to the review and approval of BCF and the Investor and their respective counsel.
Insurance:	One (1) year of insurance premiums shall be paid in full at Closing.
CUSIPs and Bond Form:	CUSIPs will be required for each of the Bonds. The Bonds will be issued in physical form, and Investor will take physical delivery of the Bonds.
Certifications:	The Sponsor hereby certifies to BCF and the Investor that there is no history of, or pending government investigation or litigation for, felonious charges, bankruptcy, foreclosure, or insolvency on the part of the Borrower, the Sponsor, the Guarantors, or any entity or person controlling or controlled by any one or more of the Borrower, the Sponsor or the Guarantors.
Indemnification:	By executing this Term Sheet, the Sponsor agrees to indemnify, defend and hold harmless BCF and the Investor from, and to be responsible for, any loss, claim, damage or liability arising from any claim or litigation made or threatened by any claim or litigation made or threatened by any third party (including, without limitation, any seller, broker, finder, partner or member in the Sponsor, the Borrower or the Guarantors, any governmental entity or any other third party, but excluding any brokers claiming by or through BCF or the Investor) in connection with the Facility, and any litigation related costs and attorneys' fees (including without limitation the cost of post judgment remedies and appeals) incurred by BCF and/or the Investor in connection with any of the foregoing claims.
Subordinate Loan:	Any subordinate lender will be restricted from exercising any remedies so long as the Bonds are outstanding. A subordination agreement in form and substance acceptable to BCF and the Investor must be in place prior to Closing. Subordinate Loans are anticipated from Pinellas County Gap Funds, and St. Petersburg Community Redevelopment Agency (CRA) in the respective amounts of \$11,160,000, and \$11,160,000.
Governing Law:	This Term Sheet shall be governed by and construed under the laws of the Commonwealth of Massachusetts.
Closing:	Borrower has indicated a desire to close the bond on or before June 30, 2026. With proper syndication approvals and due diligence in place, BCF and the Investor are able to accommodate this schedule.

This Term Sheet is for discussion purposes only and is not a contract or commitment or offer to purchase the Bonds in any manner. Any commitment by to purchase the Bonds is contingent upon the completion by BCF and by the Investor of their respective due diligence reviews and approvals, and any such commitment shall be evidenced only by a separate written agreement between the Sponsor and BCF. However, this transaction has undergone a thorough initial vetting and meets all the necessary metrics required for a closing pending a final underwriting and approval. This Term Sheet will expire at 5:00 PM Eastern Time on October 31, 2025.

Please execute and return a copy of this Term Sheet to the undersigned on or before the expiration date to evidence Sponsor intent to proceed with negotiation of the Facility.

Very truly yours,

Boston Capital Finance LLC



Sean Curry, Partner and Director

Agreed and Accepted:

Sugar Hill, LLC as Sponsor

By: _____

Name: _____

Title: _____

Date: _____

New Urban Development, LLC as Guarantor

By: _____

Name: _____

Title: _____

Date: _____

Boston Capital | Finance LLC

Wiring Instructions

Tangerine Plaza

Item	Amount
LOI Execution Fee	\$25,000.00
Total Amount Due:	\$25,000.00

Wiring Instructions:

Amount to Wire:

\$25,000.00

Receiving Bank:

Eastern Bank

265 Franklin Street

Boston, MA 02110

ABA:

011301798

Beneficiary Account:

Boston Capital Finance LLC

Beneficiary Address:

11 Beacon St Suite 325

Boston, Ma 02108

Account #:

601617737

Letter of Intent

National Equity Fund dated 11/11/2025

November 11, 2025

Sugar Hill Group LLC
Attn: Mr. Rodrigo Galavis
Vice President of Housing Development
8500 NW 25th Avenue
Miami, FL 33147

Re: ***Tangerine Plaza Apartments*** (the “Project”)
St. Petersburg, Pinellas County, Florida

Dear Mr. Galavis:

The National Equity Fund, Inc. (“NEF”) is pleased to propose the terms and conditions, as set forth in this letter of interest, pursuant to which NEF, through its affiliate, NEF Assignment Corporation (“NEFAC”), will provide equity capital for the above described property. NEF has reviewed the Application, including the proposed rents and operating expenses used in preparing the operating budget. This letter is based on certain assumptions and information, including estimates of Project costs, timing assumptions and debt financing, provided by the Sponsor. Any changes in these assumptions, the LIHTC market or a loss of investor appetite prior to an actual credit award, may result in changes to the terms, conditions, and/or purchase price, outlined in this letter.

1. Project Information

We are pleased to present the following summary of terms for an equity investment in a Limited Liability Company, which will own and operate a new construction, 186-unit low income housing project for family tenants to be known as Tangerine Plaza in St. Petersburg, FL. This summary of terms is based on the information we have received and is further based on certain assumptions made by NEF regarding the development budget, lease-up schedule, pro-forma operating statements, and ownership structure.

NEF has analyzed the project’s development budget and has based this offer on the assumption of total development costs of approximately \$72.97 million and an allocation of 2026 low-income housing tax credits from the Florida Housing Finance Corporation (“FHFC”) in the amount of \$3,401,235 per year.



NEF Assignment Corporation (“NEFAC”) will acquire a 99.99% interest in the Project and act as nominee limited partner on behalf of one or more investor limited partnerships of which NEF is the Managing Member. NEF will have the right to assign the beneficial portion of its limited partner interest to one or more investor limited partnerships of its choosing.

2. Development Team

Developer: Sugar Hill Group LLC and Urban Farmers, Inc..
General Contractor To Be Determined
Property Manager To Be Determined
Consultant: N/A

3. Timing Assumptions

This letter is based on the following timing assumptions:

Construction Start: October 2026
Partnership Investment Closing: October 2026
Placement in Service Date: April 2028
Stabilized Operations: January 2029

If the timing assumptions set forth above are not met, the terms and conditions of this Letter of Interest, including the purchase price, will be subject to change.

4. Project Financing

In addition to equity financed through the syndication of low-income housing tax credits, the anticipated financing for Tangerine Plaza is expected to include the following:

	Lender/Source	Amount	Interest Rate	Term	Amort	Hard/Soft Debt
1 st Mortgage	To Be Determined	\$16,840,770	6.34%	18	40	Hard
2 nd Mortgage	Pinellas County Funds	\$11,160,000	0.00%	40	40	CF – Soft
3 rd Mortgage	St. Petersburg CRA Funds	\$11,160,000	0.00%	30	30	CF – Soft

5. Tax Credits

The Sponsor is applying to the FHFC for \$3,401,235 of annual 4% low-income housing tax credits. The requested credit amount is based on the Project utilizing a construction tax credit rate of 4.0%. The total Tax Credits anticipated to be claimed by the Partnership are \$34,012,348 of LIHTCs (the "Projected Tax Credits"). The Projected Tax Credits are expected to be available to the Partnership in 2028.

6. Capital Contributions

In support of the residential space, NEFAC will purchase the above credits for a total purchase price (the “NEFAC Capital Contribution”) of \$27,887,336 or \$0.82 cents for each \$1.00 of LIHTCs, NEFAC shall make its capital contributions to the Partnership as described below:

NEFAC Equity & Development Fee Schedule

Milestone	Equity %	Federal Equity	Development Fee %	Development Fee
Closing	20.00%	\$5,577,467	25%	\$1,062,500
50% Completion	0.00%	\$0	0%	
100% Completion	15.00%	\$4,183,100	25%	\$1,062,500
100% Qual. Occup.	0.00%	\$0	0%	\$0
Stabilization	54.60%	\$15,226,485	40%	\$1,700,000
8609s	10.40%	\$2,900,284	10%	\$425,000
TOTAL	100%	\$27,887,336	100%	\$4,250,000
Total Deferred Development Fee				\$6,000,000
Total Development Fee				\$10,250,000

Developer Fee Equity. The Project Sponsor, or whoever else is designated in the Development Agreement to receive such payment, shall be paid a development fee (the “Developer Fee”) in the amount of \$10,250,000. The Developer Fee shall be payable at the times and upon the conditions set forth in the Development Agreement. The Developer Fee will be paid to the Partnership out of the NEFAC Capital Contribution (the “Developer Fee Equity”), which will in turn pay the Developer Fee Equity to the Project Sponsor pursuant to the Development Fee Agreement, on the above schedule.

Deferred Developer Fee. A portion of the Developer Fee (estimated at \$6,000,000) shall be reinvested in the deal (the "Reinvested Developer Fee") in the form of a Sponsor Loan repaid from Project cash flow or the proceeds of refinancing or sale of the Project.

7. Adjustment to Purchase Price (Credit Adjusters)

Permanent Reduction in LIHTCs. The NEFAC Capital Contribution to the Partnership shall be decreased if: (i) the receipt of the Project Cost Certification, or (ii) the receipt of the Form 8609 for the Project, the maximum Actual Tax Credits are less than the Projected Tax Credits. In such an event, the NEFAC Capital Contribution shall be reduced by \$0.82 times the amount by which the Actual Tax Credits are less than the Projected Tax Credits.

Material Timing Difference – Tax Credits. In the event that LIHTCs are not available to NEFAC during the Projected First Tax Credit Year in the amount

projected(the “First Year Projected Tax Credits”), the NEFAC Capital Contribution shall be reduced by an amount equal to (i) \$0.82 times the amount by which the actual Tax Credits received by NEFAC during the Projected First Tax Credit Year is less than the First Year Projected Tax Credits; minus (ii) the net present value of the additional Tax Credits to be received by NEFAC in the 11th year of the Tax Credit Compliance Period, based upon a 10% discount rate.

Ongoing Credit Shortfall. If at any point in time after the end of the Projected First Tax Credit Year but before the end of the Tax Credit Compliance Period, the actual Tax Credits received by NEFAC are less than the Projected Tax Credits, or if there is recapture (as defined in Section 42 of the Code) of Tax Credit, then any remaining portion of the NEFAC Capital Contribution shall be reduced by one dollar for each dollar of reduction of the Projected Tax Credits or each dollar of Tax Credits that are recaptured (the “Credit Reduction Payment”), up to a maximum total amount equal to the total Developer Fee.

In the event the remaining unpaid portion of the Limited Partner’s Capital Contribution obligation is insufficient for the Limited Partner to offset all amounts that are due and owing from the Managing Member to the Limited Partners pursuant to the Credit Adjusters, or the Limited Partner elects not to offset the Credit Adjusters against the remaining Limited Partner Capital Contribution Installments, then the Managing Member shall, upon demand, pay the Limited Partner any remaining amount that is due and owing to the Limited Partner.

8. Reserves

Operating Reserve. The Managing Member shall establish an Operating Reserve which shall be funded from NEFAC’s second installment of equity in an amount equivalent to at least six (6) months of operating expenses and debt service, and thereafter the Managing Member will be required to maintain this Operating Reserve balance from Project cash flow.

Replacement Reserve. The Project must fund an annual replacement reserve in a minimum amount of \$300 per unit per year for new construction projects, increased annually by three percent (3%).

9. Managing Member Guaranties

Development Completion Guaranty. The Managing Member and Guarantors will provide the Partnership with a Development Completion Guaranty. This guaranty obligation will become effective at the time of execution of the Partnership Agreement and will continue until the later of (i) 1 year after completion of construction, to cover the Managing Member’s latent defects obligation, or (ii) achievement of Stabilized Operations, to cover the Managing Member’s obligation to fund Project operating deficits. Payments made under the guaranty will be considered Managing Member loans to the Partnership at 0% interest, repayable from cash flow.

Operating Deficit Guaranty. The Managing Member and Guarantors will provide an Operating Deficit Guaranty in an amount equivalent to six months of operating expenses, debt service and reserves, which guaranty will commence upon achievement of Stabilized Operations and remain in place until the later of (i) five years from achievement of Stabilized Operations, or (ii) until the Project has maintained a 1.15 debt coverage ratio measured on an annual basis, for a period of two consecutive years commencing on or after the second anniversary of achievement of Stabilized Occupancy. This guaranty obligation will be used to fund or pay operating deficits incurred by the Partnership and current liabilities of the Partnership upon the depletion of the funds in the Partnership Operating Reserve. Amounts expended to satisfy this obligation shall be treated as non-interest bearing loans to the Partnership and shall be repaid out of distributable cash flow.

Repurchase. The Managing Member shall repurchase the interest of the Limited Partner for an amount equal to the amount of NEFAC's Capital Contribution that has been funded plus \$50,000 and all of the expenses incurred by NEF and NEFAC in conjunction with the transaction, if the Limited Partner so elects, upon the occurrence of certain major adverse events which will be described in detail in the Partnership Agreement, such as an event which threatens to deprive the Partnership or the Limited Partner of a substantial amount of the Projected Tax Credits or an action is commenced to foreclose, abandon, or permanently enjoin construction or rehabilitation of the Project.

The Guarantor will be required to execute a separate Guaranty Agreement whereby they will guaranty all of the above guaranty obligations of the Managing Member and all of the Managing Member's other obligations under the Limited Partnership Agreement.

10. Property Management

Appointment of the Management Agent must be approved by NEF. The Management Agent may be replaced from time to time by the Managing Member provided that NEF approves the proposed replacement Management Agent in writing. The Management Agent shall initially earn a Property Management Fee no greater than 5.00% of the Project's gross collected rents. If the Management Agent is related to a Managing Member, the payment of the Property Management Fee will be subordinated to the payment of operating deficits, if necessary, to maintain Breakeven Operations.

11. Asset Management Fee

The Partnership will pay to NEF or its designated affiliate an annual Asset Management Fee in the amount of \$10,000, to be increased annually by three percent (3%). This fee will be paid from cash flow and is not an operating expense.

12. Partnership Management Fee

The Managing Member shall receive an annual Incentive Management Fee in the amount of 90% of available cash flow.

13. Right of First Refusal and Purchase Option

It is the express objective of NEF to identify and implement strategies to maintain projects permanently as low and moderate-income housing. If the sponsor is a qualified 501(c)(3) corporation, if the Project Sponsor agrees to maintain the property for low-income use, as defined in Section 42 of the Code, for a total period of at least 30 years, it will be granted a right of first refusal to purchase the Property at the end of the Tax Credit Compliance Period, for a price equal to the sum of: a) all outstanding Partnership debt, including Managing Member and Limited Partner loans; b) any state, local or federal taxes owed by NEFAC as a result of the sale; and c) any unpaid portion of any Credit Adjuster payments due and owing to the Limited Partner.

At the end of the Tax Credit Compliance Period, the Managing Member may elect to purchase the Project or the Limited Partner's interest in the Limited Partnership for a price equal to the greater of: (i) the appraised value of the Project plus any additional amount required to pay off all outstanding principal and interest on any loans made by the Limited Partner to the Limited Partnership, or (ii) a price equal to the sum of: (a) all outstanding Limited Partnership debt, including Limited Partner loans, if the Managing Member elects to purchase the Project, or all outstanding principal and interest on any Limited Partner loans, if the Managing Member elects to purchase the Limited Partner's interest, (b) any state, local or federal taxes owed by the Limited Partner as a result of the sale, and (c) any unpaid portion of any Credit Adjuster payments due and owing to the Limited Partner.

14. Limited Partner Costs and Expenses

NEF will charge the Company \$65,000 for legal fees and other closing costs inclusive of the NEF tax opinion.

15. Issues to be Resolved Prior to Investment Committee Review

- A. Acceptance of the project by NEF's investor
- B. Review of all tax credit documentation
- C. Review of a Market Study and appraisal
- D. Review of all financing commitments for the Project
- E. Review of contractor and architect resume and experience
- F. Review of the plans and specifications and construction cost breakdown
- G. Review of property manager resume and experience
- H. Review of Phase I Environmental Report
- I. Review of Project operating expenses

16. Summary

This letter is based on assumptions and information, including estimates of Project costs, timing assumptions and debt financing, provided by the Sponsor. Any changes in these assumptions may result in changes to the terms and conditions, including purchase price, outlined in this letter.

We are delighted that you have chosen to work with NEF. If the terms and conditions of this letter are acceptable to you, please sign and return this letter to NEF. Should the Project receive an award of LIHTCs from FHFC, both parties agree to make a good faith effort to close on the terms described herein. Please note that if this Project does not close within the time frame specified in this letter, NEF reserves the right to re-negotiate the terms and price of this offer. Upon receipt of this signed letter, an award of LIHTCs, and receipt of all due diligence materials needed, NEF will take the Project to our Investment Review Committee for review and approval.

We wish you success in your application for Low Income Housing Tax Credits and look forward to working with you to provide needed affordable housing in your community.

Very truly yours,

NATIONAL EQUITY FUND, INC.

By:



Mark Furey
Vice President, Acquisitions

ILLUSTRATION



RESOLUTION NO. 2025-___

A RESOLUTION EXTENDING THE OPTION PERIOD OF THE OPTION AGREEMENT DATED JULY 2, 2024 WITH THE SUGAR HILL GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY ("SHG"), FOR ONE (1) YEAR, FOR SHG TO SATISFY THE OPTION CONDITIONS REQUIRED FOR EXERCISING ITS OPTION TO ENTER INTO A LEASE AND DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF A MIXED-USE PROJECT ON THE CITY-OWNED PROPERTY LOCATED AT 1794 22ND STREET SOUTH, ST. PETERSBURG, FLORIDA, KNOWN AS TANGERINE PLAZA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 6, 2024, City Council approved Resolution No. 2024-251, authorizing the City of St. Petersburg ("City") to execute an Option Agreement ("Option") and a Lease and Development Agreement ("LDA") with the Sugar Hill Group LLC, a Florida limited liability company ("SHG"), for the development of a mixed-use project on City-owned property located at 1794 22nd Avenue South, St. Petersburg, Florida, known as Tangerine Plaza, as further described in the Option ("Property"), to include not less than 115 affordable housing units and not less than 10,000 square feet of retail space, which must include at least 3,000 square feet of space for a grocery store providing fresh food options (collectively "Development"); and

WHEREAS, the Option term commenced on July 2, 2024 ("Effective Date") and is due to terminate eighteen (18) months from the Effective Date on January 2, 2026 ("Option Period"), unless extended or terminated as provided in the Option; and

WHEREAS, SHG is required to meet certain terms and conditions of the Option during the Option Period before SHG may exercise its option to enter into the LDA; and

WHEREAS, the terms and conditions of the Option include the following:

- SHG to secure commitments for all funding necessary and proper to construct the Development;
- SHG to identify all contractors and professionals necessary to construct the Development;
- SHG to provide a commitment letter to the City from a grocer to operate a fresh food market for a term of not less than five (5) years;
- SHG shall not be in breach of the Option;

- SHG to execute the LDA;
- SHG to provide the City with no less than ninety (90) days' notice of SHG's intent to exercise its option to enter into the LDA, which shall allow the City to terminate the Walmart lease and all other leases on the Property

"Option Conditions"; and

WHEREAS, City Administration has determined SHG has not met the Option Conditions required for exercising its option to enter into the LDA; and

WHEREAS, pursuant to the terms and conditions of the Option, SHG may request to extend the Option Period by no more than one (1) year, which City Council may permit or deny in its sole and absolute discretion; and

WHEREAS, to request such an extension of the Option Period, the Option requires SHG to submit a written request for an extension no later than sixty (60) days prior to the expiration of the Option Period, which written request must include the length of the extension requested and must outline the reasons for the additional time being requested, along with supporting documentation; and

WHEREAS, SHG provided a letter to the City dated October 30, 2025, requesting an extension of the Option Period for a period of one (1) year; and

WHEREAS, City Administration recommends approval of this resolution.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Option Period of the Option is extended for one (1) year for SHG to satisfy the Option Conditions required for exercising its option to enter into the LDA for the Development of the Property, as set forth in the foregoing recitals.

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

This resolution shall become effective immediately upon its adoption.

Legal:

Isabella Sabel
 City Attorney (Designee)
 00856247

City Development Administration:

James A. Corbett
 James A. Corbett, Administrator

Real Estate & Property Management:

Aaron Fisch
 Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: Ordinance 620-H, an ordinance modifying the Capital Improvements Element of the Comprehensive Plan of the City of St. Petersburg, Florida by updating the Five-year Capital Improvement Schedule and replacing all previously adopted Capital Improvement Schedules; adopting fund summaries for the General Capital Improvement Fund (3001), Bicycle/Pedestrian Safety Improvements Fund (3004), Citywide Infrastructure Fund (3027), Recreation and Culture Capital Fund (3029), Multimodal Impact Fees Capital Improvement Fund (3071), Downtown Parking Improvement Fund (3073), Water Resources Capital Projects Fund (4003), Stormwater Drainage Capital Fund (4013), Airport Capital Projects Fund (4033), Marina Capital Improvement Fund (4043), and Port Capital Improvement Fund (4093), for the fiscal years 2025 through 2029; adopting the FDOT District Sevens adopted five-year work program for the fiscal years 2024/25 to 2028/29; providing for severability; and providing an effective date. (City File LGCP-CIE-2025)

Please scroll down to view the backup material.



J-1



ST. PETERSBURG CITY COUNCIL
Meeting of December 11, 2025

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

SUBJECT: City-initiated application to modify the Comprehensive Plan for the purpose of implementing legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element (CIE) for fiscal years 2026 to 2030. (City File LGCP-CIE-2025)

REQUEST: Ordinance 620-H, an ordinance modifying the Capital Improvements Element of the Comprehensive Plan of the City of St. Petersburg, Florida by updating the Five-year Capital Improvement Schedule and replacing all previously adopted Capital Improvement Schedules; adopting fund summaries for the General Capital Improvement Fund (3001), Bicycle/Pedestrian Safety Improvements Fund (3004), Citywide Infrastructure Fund (3027), Recreation and Culture Capital Fund (3029), Multimodal Impact Fees Capital Improvement Fund (3071), Downtown Parking Improvement Fund (3073), Water Resources Capital Projects Fund (4003), Stormwater Drainage Capital Fund (4013), Airport Capital Projects Fund (4033), Marina Capital Improvement Fund (4043), and Port Capital Improvement Fund (4093), for the fiscal years 2025 through 2029; adopting the FDOT District Seven's adopted five-year work program for the fiscal years 2024/25 to 2028/29; providing for severability; and providing an effective date.

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

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: None to date.

Community Planning & Preservation Commission (CPPC): On November 12, 2025, the CPPC conducted a public hearing for this request regarding consistency with the Comprehensive Plan and recommended to City Council APPROVAL of the proposed CIE update.

Previous City Council Action: On December 4, 2025, City Council conducted first reading for the proposed ordinances and set the public hearing for December 11, 2025.

Recommended City Council Action:

- 1) CONDUCT the second reading of the proposed ordinance; AND
- 2) APPROVE the proposed ordinance.

Attachments: Ordinance including CIP schedules, staff report, and draft CPPC minutes.

ORDINANCE NO. 620-H

AN ORDINANCE MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA BY UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE AND REPLACING ALL PREVIOUSLY ADOPTED CAPITAL IMPROVEMENT SCHEDULES; ADOPTING FUND SUMMARIES FOR THE GENERAL CAPITAL IMPROVEMENT FUND (3001), BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004), CITYWIDE INFRASTRUCTURE FUND (3027), RECREATION AND CULTURE CAPITAL FUND (3029), MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), DOWNTOWN PARKING IMPROVEMENT FUND (3073), WATER RESOURCES CAPITAL PROJECTS FUND (4003), STORMWATER DRAINAGE CAPITAL FUND (4013), AIRPORT CAPITAL PROJECTS FUND (4033), MARINA CAPITAL IMPROVEMENT FUND (4043), AND PORT CAPITAL IMPROVEMENT FUND (4093), FOR THE FISCAL YEARS 2026 THROUGH 2030; ADOPTING THE FDOT DISTRICT SEVEN'S ADOPTED FIVE-YEAR WORK PROGRAM FOR THE FISCAL YEARS 2025/26 TO 2029/30; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City has reviewed the Capital Improvements Element for Fiscal Year 2026 and has revised the five-year capital improvement schedules of costs and revenue sources for Fiscal Years 2026 through 2030, as set forth in Exhibits A through K attached to this ordinance; and

WHEREAS, the five-year capital improvement schedules of costs and revenue sources for the Florida Department of Transportation (FDOT) District 7 Road Capacity Projects have been reviewed and revised for Fiscal Years 2026 through 2030, as set forth in Exhibit L attached to this ordinance; and

WHEREAS, the City desires to modify its Capital Improvements Element to update the five-year capital improvement schedules of costs and revenue sources for Fiscal Years 2026 through 2030; and

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

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

WHEREAS, the Community Planning and Preservation Commission has reviewed the proposed updated five-year capital improvements schedules of costs and revenue sources as an informational item on November 12, 2025, and

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

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

Section 1. Chapter 10, the Capital Improvements Element of the Comprehensive Plan, is hereby modified and updated by deleting pages CI15-CI25 containing the existing fund summaries for Fiscal Years 2025 through 2029, and by replacing such deleted pages with the attached Exhibits A through L containing the fund summaries for Fiscal Years 2026 through 2030:

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

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

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

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

REVIEWED AND APPROVED AS TO
FORM AND CORRECTNESS:

City File: LGCP-CIE-2025



City Attorney/Designee

11-17-25

Date

/s/ Derek S. Kilborn

Planning Department.

11.14.25

Date

General Capital Improvement (3001)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	32,718,639	-	-	-	-	-	32,718,639
Advance Parking Fund	2,530,249	-	-	-	-	-	2,530,249
Arbitrage Payment	(236,000)	-	-	-	-	-	(236,000)
Earnings on Investments	1,379,395	11,000	11,000	11,000	11,000	11,000	1,434,395
GR COPS Technology and Equipment Progra	750,000	-	-	-	-	-	750,000
GR DEO - Carter G. Woodson Museum	17,091	-	-	-	-	-	17,091
GR DOE - South CRA Streetlight Energy Effi	275,510	-	-	-	-	-	275,510
GR FDEM- Fleet Facility EOC Generator	505,524	-	-	-	-	-	505,524
GR FDEP - Comprehensive Vulnerability Stu	279,500	-	-	-	-	-	279,500
GR FDFS - Ladder Truck 1/F420 Replacemen	300,000	-	-	-	-	-	300,000
GR FDOC - HUD CDBG-DR Fleet Facility E	184,424	-	-	-	-	-	184,424
GR FDOS - Obama Main Library Renovation	500,000	-	-	-	-	-	500,000
GR FDOT - 157126 17th Street N Over Book	405,763	-	-	-	-	-	405,763
GR FDOT - West St. Petersburg Smart Signal	1,159,500	-	-	-	-	-	1,159,500
GR FDOT 157189 Overlook Dr NE Over Sma	-	-	-	3,750,000	-	-	3,750,000
GR FDOT 157236 7th Street N Over Gateway	-	-	-	3,750,000	-	-	3,750,000
GR FDOT- 157408 62nd Ave S at Maximo	3,035,956	-	-	-	-	-	3,035,956
GR Friends of Boyd Hill	80,000	-	-	-	-	-	80,000
GR Friends of Trails Crossing Agreement	150,000	-	-	-	-	-	150,000
GR HUD - FY23 Community Project Funding	901,000	-	-	-	-	-	901,000
GR PinCo - Dr. MLK Jr SN and 116th A Inter	382,500	-	-	-	-	-	382,500
GR Private Entity - Dr. MLK Jr S/N and 116t	135,000	-	-	-	-	-	135,000
GR USF - City Trails Bicycle Trails	38,696	-	-	-	-	-	38,696
NGM Insurance - 157184 Bayou Grande	1,162,996	-	-	-	-	-	1,162,996
PSTA Sunrunner BRT Refund	220,000	-	-	-	-	-	220,000
St. Petersburg Innovation District	200,000	-	-	-	-	-	200,000
Transfer Commercial Insurance Fund	8,003,146	-	-	-	-	-	8,003,146
Transfer Debt Service Fund JP Morgan Chase	110,972	-	-	-	-	-	110,972
Transfer Disaster Short Term Financing 2024	19,813,750	-	-	-	-	-	19,813,750
Transfer Disaster Short Term Financing 2025	24,196,020	-	-	-	-	-	24,196,020
Transfer Fleet Management Fund	165,000	-	-	-	-	-	165,000
Transfer General Fund	8,078,501	100,000	1,369,600	1,349,600	125,000	125,000	11,147,701
Transfer General Fund - Public Safety	650,000	-	325,000	325,000	325,000	325,000	1,950,000
Transfer Municipal Office Buildings Fund	3,840,000	1,210,000	1,210,000	1,210,000	1,210,000	1,210,000	9,890,000
Transfer Pier Operating Fund	678,000	-	-	-	-	-	678,000
Transfer Pro Sports Facility Fund	1,367,272	-	-	-	-	-	1,367,272
Transfer Recreation and Culture Fund	14,019	-	-	-	-	-	14,019
Transfer Sunken Gardens Operating Fund	200,000	-	-	-	-	-	200,000
Transfer TD Bank, N.A. Fund	244,243	-	-	-	-	-	244,243
Transfer Technology and Infrastructure Fund	54,756	-	-	-	-	-	54,756
Total Resources	114,491,422	1,321,000	2,915,600	10,395,600	1,671,000	1,671,000	132,465,622
Bridge Recon/Replacement							
157189 Overlook Dr NE over Smacks Bayou	-	-	-	3,750,000	-	-	3,750,000
157236 7th Street N Over Gateway	-	-	-	3,750,000	-	-	3,750,000
City Facilities							
M.O.B. Repairs & Improvements FY26	-	2,330,000	-	-	-	-	2,330,000
M.O.B. Repairs & Improvements FY27	-	-	1,210,000	-	-	-	1,210,000
M.O.B. Repairs & Improvements FY28	-	-	-	1,210,000	-	-	1,210,000
M.O.B. Repairs & Improvements FY29	-	-	-	-	1,210,000	-	1,210,000
M.O.B. Repairs & Improvements FY30	-	-	-	-	-	1,210,000	1,210,000

General Capital Improvement (3001)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Undefined/Other							
Seagrass Mitigation Bank		-	1,244,600	1,224,600	-	-	2,469,200
Walter Fuller Capital Improvements		100,000	125,000	125,000	125,000	125,000	600,000
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	111,787,970	-	-	-	-	-	111,787,970
Total Requirements	111,787,970	2,430,000	2,579,600	10,059,600	1,335,000	1,335,000	129,527,170
Assignment for SCBA/Bunker Gear	1,312,500	-	325,000	325,000	325,000	325,000	2,612,500
Unappropriated Balance	1,390,952	281,952	292,952	303,952	314,952	325,952	325,952

Notes

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

Bicycle/Pedestrian Safety Improvements (3004)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	36,664	-	-	-	-	-	36,664
Earnings on Investments	943	-	-	-	-	-	943
GR FDOT Complete Streets Implementation	125,000	-	-	-	-	-	125,000
GR FDOT Forward Pinellas - 22nd St 5th to 9	-	-	-	2,686,944	-	-	2,686,944
GR FDOT Forward Pinellas - 22nd St S 18th	-	-	-	2,115,292	-	-	2,115,292
GR FDOT Forward Pinellas - 22nd St S 5th A	351,248	-	-	2,324,441	-	-	2,675,689
GR FDOT Forward Pinellas - 31st Street Sout	100,000	-	-	-	-	-	100,000
GR FDOT Forward Pinellas - Micromobility	120,000	-	-	-	-	-	120,000
GR FDOT LAP - 28th St 18th to 5th Ave Sout	404,333	-	-	-	-	-	404,333
GR FDOT LAP - 28th Street - 1st Avenue N -	972,578	-	-	-	-	-	972,578
GR FDOT LAP - 28th Street - 1st Avenue N -	1,136,229	-	-	-	-	-	1,136,229
GR FDOT LAP - 62nd Ave S from 16th S to	197,467	-	-	-	-	-	197,467
GR FDOT LAP - 71st Street Trail	1,051,641	-	-	-	-	-	1,051,641
GR FDOT LAP - Central Ave 31st to 34th St	178,748	-	766,942	-	-	-	945,690
GR FDOT LAP - North Shore Elementary	1,478,932	-	-	-	-	-	1,478,932
GR FDOT Pinellas Trail Neighborhood Conn	262,909	-	-	-	-	-	262,909
GR Forward Pinellas - 1st Avenue South Bike	-	-	-	365,553	-	-	365,553
GR Forward Pinellas - Salt Creek Trail	-	-	838,813	-	3,988,629	-	4,827,442
Traffic Calming and Pedestrian Safety - Skyw	100,000	-	-	-	-	-	100,000
Total Resources	6,516,692	-	1,605,755	7,492,230	3,988,629	-	19,603,306
Transportation & Parking Management							
1st Avenue South Bikeway-2nd Street to 7th	-	-	-	365,553	-	-	365,553
22nd Street - 5th to 9th Avenues S	-	-	-	2,686,944	-	-	2,686,944
22nd Street S - 18th Avenue South to 11th Av	-	-	-	2,115,292	-	-	2,115,292
22nd Street S - 5th Ave S to 1st Avenue North	-	-	-	2,324,441	-	-	2,324,441
Central Avenue - 31st to 34th Streets	-	-	766,942	-	-	-	766,942
Salt Creek Trail Extension	-	-	838,813	-	3,988,629	-	4,827,442
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	6,379,085	-	-	-	-	-	6,379,085
Total Requirements	6,379,085	-	1,605,755	7,492,230	3,988,629	-	19,465,699
Unappropriated Balance	137,607	137,607	137,607	137,607	137,607	137,607	137,607

Notes

1. GR = Grant Funding

Citywide Infrastructure Capital Improvement (3027)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	58,674,270	-	-	-	-	-	58,674,270
Earnings on Investments	3,488,662	500,000	500,000	500,000	500,000	167,000	5,655,662
Local Option Sales Surtax	55,259,003	25,920,730	31,544,866	32,093,305	32,683,039	33,429,151	210,930,094
Miscellaneous Revenue	23,541	-	-	-	-	-	23,541
Total Resources	117,445,476	26,420,730	32,044,866	32,593,305	33,183,039	33,596,151	275,283,567
Bridge Recon/Replacement							
157189 Overlook Dr NE over Smacks Bayou		-	7,000,000	4,250,000	-	-	11,250,000
157191 Snell Isle Blvd NE over Coffee Pot B		-	2,000,000	1,000,000	-	-	3,000,000
157236 7th Street N Over Gateway		-	600,000	1,250,000	-	-	1,850,000
157367 58th St N over Bear Creek		1,000,000	-	-	-	-	1,000,000
Bridge Life Extension Program		1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Housing							
Affordable Housing Land Acquisitions		1,500,000	-	-	-	-	1,500,000
Neighborhoods							
Neighborhood Enhancement		225,000	150,000	150,000	150,000	150,000	825,000
Neighborhood Partnership Grants		-	75,000	-	75,000	-	150,000
Sanitary Sewer Collection System							
SAN Annual Pipe CIPP Lining Program		2,000,000	2,000,000	2,000,000	-	-	6,000,000
SAN Annual Pipe Repair & Replacement		3,000,000	3,000,000	3,000,000	5,000,000	-	14,000,000
Street & Road Improvements							
Alley and Roadway Reconstruction - Brick		100,000	700,000	100,000	700,000	100,000	1,700,000
Curb/Ramp Reconstruction		400,000	400,000	400,000	400,000	400,000	2,000,000
Sidewalk Reconstruction		1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	6,500,000
Street and Road Improvements		7,500,000	7,500,000	8,000,000	8,500,000	8,500,000	40,000,000
Transportation & Parking Management							
Bicycle Pedestrian Facilities		100,000	100,000	100,000	100,000	100,000	500,000
Complete Streets		650,000	650,000	650,000	650,000	650,000	3,250,000
Neighborhood Transportation Management Pr		150,000	150,000	150,000	150,000	150,000	750,000
Sidewalk Expansion Program		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Sidewalks - Neighborhood & ADA Ramps		350,000	350,000	350,000	350,000	350,000	1,750,000
Undefined/Other							
Seawall Renovations & Replacement		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Transfer Repayment Debt Service		803,582	817,625	830,108	845,712	859,755	4,156,782
Inflation Contingency	-	-	636,875	1,110,000	1,265,625	1,620,000	4,632,500
Prior Year Funding	111,456,850	-	-	-	-	-	111,456,850
Total Requirements	111,456,850	23,578,582	31,929,500	29,140,108	23,986,337	18,679,755	238,771,132
Assignment Affordable Housing Land	-	-	1,500,000	1,500,000	1,500,000	-	4,500,000
Assignment Bridge Replacement	311,000	740,000	(1,000,000)	(150,000)	3,375,000	2,500,000	5,776,000
Assignment Debt Service (Bridge)	803,582	14,043	12,483	15,604	14,043	(859,755)	-
Assignment Future City Facility Projects	1,840,000	3,740,000	810,000	2,088,000	4,305,000	13,275,000	26,058,000
Unappropriated Balance	3,034,044	1,382,149	175,032	174,625	177,284	178,435	178,435

Citywide Infrastructure Capital Improvement (3027)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
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Notes

1. Projects shown in the plan for years 2026-2030 may be moved on a year-to-year basis to balance this fund. Decisions to move projects will be based on the status of previously scheduled projects and project priorities.
2. The City issued Non-Ad Valorem Revenue Note, Series 2020 in FY20 to fund the 40th Avenue NE Bridge Over Placido Bayou. Repayment began in FY21 and ends in FY30.
3. There is no inflation contingency calculating on the Sanitary Sewer Collection System or Transfer Repayment Debt Service projects.
4. A total of \$5,776,000 is programmed to be assigned for Bridge Replacement.
5. A total of \$4,500,000 is programmed to be assigned for Affordable Housing Land Acquisition.
6. A total of \$26,058,000 is programmed to be assigned for Future City Facility projects.

Recreation and Culture Capital Improvement (3029)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	24,066,634	-	-	-	-	-	24,066,634
Earnings on Investments	1,211,358	200,000	200,000	200,000	200,000	67,000	2,078,358
Local Option Sales Surtax	13,380,380	7,526,619	5,943,551	5,635,920	5,797,214	5,889,970	44,173,654
Total Resources	38,658,372	7,726,619	6,143,551	5,835,920	5,997,214	5,956,970	70,318,646
Athletic Facilities							
Athletic Facilities Improvements		200,000	200,000	200,000	200,000	200,000	1,000,000
Shuffleboard Grandstand Improvements		300,000	-	-	-	-	300,000
Cultural Facilities Improvements							
Mahaffey Theater Improvements		-	400,000	400,000	400,000	400,000	1,600,000
Mahaffey Theater Roof Improvements		1,900,000	-	-	-	-	1,900,000
Libraries							
General Library Improvements		175,000	175,000	175,000	175,000	175,000	875,000
Mirror Lake Community Library Water Intrus		2,420,000	-	-	-	-	2,420,000
Mirror Lake Library Entry Step Replacement		164,000	-	-	-	-	164,000
Parks & Open Space							
Park Facilities Improvements		350,000	350,000	350,000	350,000	350,000	1,750,000
Parks Lighting Improvements		100,000	100,000	100,000	100,000	100,000	500,000
Play Equipment Replacement		800,000	800,000	800,000	800,000	800,000	4,000,000
Preserve Improvements		100,000	100,000	100,000	100,000	100,000	500,000
Roser Park Sidewalk Improvements		-	400,000	-	-	-	400,000
Pool Improvements							
Swimming Pool Improvements		400,000	400,000	400,000	400,000	400,000	2,000,000
Recreation/Community Centers							
Recreation Center Improvements		300,000	300,000	300,000	300,000	300,000	1,500,000
Undefined/Other							
Transfer Repayment Debt Service		1,515,281	1,541,761	1,565,300	1,594,723	1,621,203	7,838,268
Inflation Contingency	-	-	80,625	141,250	211,875	282,500	716,250
Prior Year Funding	34,061,547	-	-	-	-	-	34,061,547
Total Requirements	34,061,547	8,724,281	4,847,386	4,531,550	4,631,598	4,728,703	61,525,065
Assignment for Debt Service (SA & OML)	2,450,081	(207,220)	(210,161)	(204,277)	(207,220)	(1,621,203)	-
Assignment Future City Facility Projects	650,000	100,000	1,507,000	1,500,000	1,580,000	2,840,000	8,177,000
Unappropriated Balance	1,496,744	606,302	605,628	614,275	607,111	616,581	616,581

Notes

1. Projects shown in the plan for years 2026-2030 may be moved on a year-to-year basis to balance this fund. Decisions to move projects will be based on the status of previously scheduled projects and project priorities.
2. The City issued Non-Ad Valorem Revenue Note, Series 2020 in FY20 to fund a portion of the Shore Acres Recreation Center and the Obama Main Library Renovation projects. Repayment began in FY21 and ends in FY30.
3. There is no inflation contingency calculating on the Transfer Repayment Debt Service Project.
4. A total of \$8,177,000 is programmed to be assigned for Future City Facility projects.

Multimodal Impact Fees Capital Improvement (3071)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	9,758,948	-	-	-	-	-	9,758,948
Earnings on Investments	558,495	87,000	87,000	87,000	87,000	87,000	993,495
Transfer District 11	1,011,966	350,000	350,000	350,000	350,000	350,000	2,761,966
Transfer District 8	94,195	25,000	25,000	25,000	25,000	25,000	219,195
Transfer Intown (District 11)	3,328,759	350,000	350,000	350,000	350,000	350,000	5,078,759
Total Resources	14,752,363	812,000	812,000	812,000	812,000	812,000	18,812,363
Traffic Circulation - MIF & GATISAF							
Downtown Intersection & Pedestrian Facilitie		250,000	250,000	250,000	250,000	250,000	1,250,000
Traffic Safety Program		100,000	100,000	75,000	75,000	75,000	425,000
Transportation & Parking Management							
Complete Streets		450,000	500,000	500,000	500,000	500,000	2,450,000
Sidewalk Expansion Program		50,000	50,000	50,000	50,000	50,000	250,000
Inflation Contingency	-	-	22,500	43,750	65,625	87,500	219,375
Prior Year Funding	8,531,963	-	-	-	-	-	8,531,963
Total Requirements	8,531,963	850,000	922,500	918,750	940,625	962,500	13,126,338
Unappropriated Balance	6,220,400	6,182,400	6,071,900	5,965,150	5,836,525	5,686,025	5,686,025

Notes

1. MIF = Multimodal Impact Fees
2. GATISAF = Gateway Area Transportation Improvements Special Assessment Fee

Downtown Parking Capital Improvement (3073)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	7,654,223	-	-	-	-	-	7,654,223
Earnings on Investments	433,585	100,000	100,000	100,000	100,000	100,000	933,585
Transfer from Parking Revenue Fund	2,399,000	-	-	-	-	-	2,399,000
Total Resources	10,486,808	100,000	100,000	100,000	100,000	100,000	10,986,808
Transportation & Parking Management							
City Hall Lot 4 Resurfacing and Striping		325,000	-	-	-	-	325,000
New Meter Technology		200,000	-	200,000	-	-	400,000
New Meters Downtown		200,000	-	200,000	-	-	400,000
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	8,959,887	-	-	-	-	-	8,959,887
Total Requirements	8,959,887	725,000	-	400,000	-	-	10,084,887
Unappropriated Balance	1,526,921	901,921	1,001,921	701,921	801,921	901,921	901,921

Water Resources Capital Projects (4003)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	220,101,296	-	-	-	-	-	220,101,296
Arbitrage Payment	(1,250,000)	-	-	-	-	-	(1,250,000)
Bond Proceeds	44,390,018	-	-	-	-	-	44,390,018
Connection Fees/Meter Sales Reclaimed	373,919	125,000	125,000	125,000	125,000	125,000	998,919
Connection Fees/Meter Sales Sewer	616,997	150,000	150,000	-	100,000	-	1,016,997
Connection Fees/Meter Sales Water	3,726,750	1,800,000	1,800,000	1,800,000	1,600,000	1,600,000	12,326,750
Earnings on Investments	12,969,443	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	17,969,443
Future Borrowings	63,790,000	65,560,000	68,823,000	70,510,000	70,677,000	58,892,000	398,252,000
GR FDEP SWWRF Mitigation Grant	8,870,000	-	-	-	-	-	8,870,000
GR FEMA Hazard Mitigation Grant	443,650	-	-	-	-	-	443,650
GR TBEP Septic to Sewer	150,000	-	-	-	-	-	150,000
Miscellaneous	571,042	-	-	-	-	-	571,042
Other	(5,688)	-	-	-	-	-	(5,688)
Reclaimed Water Assessments	23,063	10,000	10,000	10,000	10,000	10,000	73,063
Sale of Property	133,200	-	-	-	-	-	133,200
Transfer WR Operating Fund	79,143,526	56,275,000	59,538,000	61,375,000	61,643,000	54,957,000	372,931,526
Water Closet Fees (Impact Fees)	2,744,701	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	8,744,701
Total Resources	436,791,917	126,120,000	132,646,000	136,020,000	136,355,000	117,784,000	1,085,716,917
Computerized Systems							
ASM A/V Hardware Replacements		-	-	-	250,000	-	250,000
ASM Computer HW/SW Replace/Enhance		125,000	125,000	125,000	125,000	150,000	650,000
ASM SAN Storage		-	-	-	250,000	-	250,000
ASM SCADA Hardware Upgrades		-	150,000	-	-	150,000	300,000
ASM SCADA Security Device Upgrade		-	-	-	275,000	-	275,000
Lift Station Improvements							
LST Demolition and Construction of EQ Tank		8,000,000	5,000,000	-	-	-	13,000,000
LST Electrical Upgrades		300,000	300,000	300,000	300,000	300,000	1,500,000
LST Engineering Rehab/Replace		4,850,000	-	-	-	-	4,850,000
LST NE2 Wet Weather		-	3,700,000	-	-	-	3,700,000
LST Office and Shop		5,000,000	5,000,000	-	-	-	10,000,000
LST Pump, Valves, Piping		350,000	350,000	350,000	500,000	500,000	2,050,000
LST Rehab/Replace		5,500,000	4,000,000	4,000,000	5,500,000	6,500,000	25,500,000
LST Replace Stationary Generators		500,000	500,000	-	-	-	1,000,000
LST Resiliency Upgrades		500,000	1,000,000	1,000,000	1,000,000	500,000	4,000,000
LST SCADA Enhancements		675,000	50,000	700,000	50,000	250,000	1,725,000
Reclaimed Water System Improvements							
REC Bridge Replacement		400,000	200,000	200,000	200,000	200,000	1,200,000
REC Isla Del Sole Replacement		-	-	-	-	130,000	130,000
REC Large Main Replacement		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
REC Main/Valve/Tap/Flushing Appurtenance		150,000	150,000	150,000	300,000	300,000	1,050,000
REC NW PCCP Replace 2 A/N to 5 A/S @ 6		-	-	5,500,000	5,500,000	-	11,000,000
REC NW PCCP Replace NWWRF 2 A/N		-	8,000,000	4,000,000	-	-	12,000,000
REC Service Taps & Backflows		125,000	125,000	125,000	125,000	125,000	625,000
REC Shore Acres RWS Replacement		-	-	500,000	-	1,800,000	2,300,000
REC Small Main Replacement		1,200,000	1,300,000	1,400,000	1,500,000	-	5,400,000
REC Snell Isle RWS Replacement		-	-	-	200,000	-	200,000

Water Resources Capital Projects (4003)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Sanitary Sewer Collection System							
SAN 62nd Ave NE		-	4,000,000	-	-	-	4,000,000
SAN Annual Bridge Replacements		500,000	500,000	500,000	-	400,000	1,900,000
SAN Annual Manhole Rehabilitation Program		800,000	800,000	800,000	800,000	800,000	4,000,000
SAN Annual Pipe CIPP Lining Program		-	-	-	-	4,000,000	4,000,000
SAN Annual Pipe Repair & Replacement		-	-	-	-	5,000,000	5,000,000
SAN Aqueous Crossing Rehabilitation		50,000	50,000	50,000	50,000	50,000	250,000
SAN CAPP Improvements		-	-	-	-	2,000,000	2,000,000
SAN Gravity Extensions		100,000	100,000	100,000	100,000	100,000	500,000
SAN I&I Diagnosis Repairs		800,000	800,000	800,000	450,000	450,000	3,300,000
SAN Large Diameter Pigging		50,000	200,000	50,000	200,000	50,000	550,000
SAN Lift Station 63 Force Main		-	-	4,650,000	-	-	4,650,000
SAN LST 85 FM Upgrade		-	500,000	-	5,000,000	-	5,500,000
SAN Manhole Ring and Cover Replacement		450,000	250,000	250,000	100,000	50,000	1,100,000
SAN Model Recalibration		400,000	440,000	-	-	-	840,000
SAN NE-2 Cap Improvements Phase 1		-	3,000,000	6,000,000	-	-	9,000,000
SAN NE-2 Cap Improvements Phase 2		500,000	-	-	-	-	500,000
SAN New Service Connections		150,000	150,000	-	100,000	-	400,000
SAN Priority Area CIPP		3,000,000	2,000,000	2,000,000	4,000,000	-	11,000,000
SAN Private Laterals		250,000	500,000	500,000	500,000	500,000	2,250,000
Undefined/Other							
Transfer to Water Resources Debt Fund		1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
Water Distribution System Improvements							
DIS 36" TM Replace Forest Lake		-	5,000,000	-	-	-	5,000,000
DIS AMI Program		-	-	12,000,000	13,000,000	-	25,000,000
DIS Annual Bridge Replacements		500,000	500,000	500,000	-	500,000	2,000,000
DIS Backflow Prevention/Meter Replacement		2,500,000	2,850,000	3,100,000	3,300,000	1,000,000	12,750,000
DIS Bayfront Hospital 16" WM Replacement		500,000	5,500,000	-	-	-	6,000,000
DIS Central Ave Main Replacement		1,500,000	-	-	-	-	1,500,000
DIS Contractor Main Replacement		2,000,000	2,000,000	2,000,000	2,000,000	3,000,000	11,000,000
DIS Downtown Main Replacement		9,500,000	7,000,000	7,000,000	7,000,000	-	30,500,000
DIS Engineering Pipe Replacement		-	-	500,000	4,000,000	4,500,000	9,000,000
DIS High Corrosion Replacement		-	-	-	-	5,000,000	5,000,000
DIS Large Main Replacement		-	-	-	500,000	5,000,000	5,500,000
DIS Main Relocation		150,000	150,000	150,000	150,000	200,000	800,000
DIS Main/Valve Replace/Aqueous Crossings		4,000,000	4,000,000	4,000,000	4,000,000	5,000,000	21,000,000
DIS New Water Main Extensions		100,000	100,000	100,000	100,000	100,000	500,000
DIS PC/FDOT Valve Cover & Hydrant Reloc		50,000	-	50,000	-	50,000	150,000
DIS Service Taps, Meters & Backflows		1,700,000	1,700,000	1,700,000	1,500,000	1,500,000	8,100,000
DIS TM Condition Assessment		500,000	-	-	-	-	500,000
Water Reclamation Facilities Improvements							
NE #3 Clarifier Rehab		1,800,000	-	-	-	-	1,800,000
NE #4 Clarifier Rehab		-	-	-	-	1,800,000	1,800,000
NE Actuator and Valve Replacement		200,000	-	200,000	-	200,000	600,000
NE Bar Screen Expansion		-	-	-	600,000	-	600,000
NE Clarifiers 3 and 4 Pumping Station Rehabi		5,000,000	-	-	-	-	5,000,000
NE Diffuser System Rehabilitation		-	-	-	500,000	-	500,000
NE Drying Pad Upgrade		-	-	1,250,000	-	-	1,250,000
NE Electric Distribution Improvements		5,000,000	-	-	-	-	5,000,000
NE Existing Aerator Modification		-	-	-	400,000	4,000,000	4,400,000
NE Existing Filter Rehab		-	-	-	5,000,000	5,000,000	10,000,000

Water Resources Capital Projects (4003)

<u>Resources / Requirements</u>	<u>Appropriated To Date</u>	<u>FY 2026 Adopted</u>	<u>FY 2027 Estimate</u>	<u>FY 2028 Estimate</u>	<u>FY 2029 Estimate</u>	<u>FY 2030 Estimate</u>	<u>CIP Total</u>
NE Filter Addition		9,500,000	10,000,000	1,100,000	-	-	20,600,000
NE Filter Backwash Basin Upgrades		850,000	-	-	-	-	850,000
NE Grit Removal Upgrade		-	-	800,000	-	-	800,000
NE Headworks Upgrade & Expansion		-	-	800,000	-	4,000,000	4,800,000
NE Influent Gravity Main Rerouting		-	-	-	200,000	-	200,000
NE Injection Well Acidizations		-	-	-	1,200,000	-	1,200,000
NE Injection Well Piping Upgrade		-	-	-	-	1,200,000	1,200,000
NE Maintenance Shop Replacement		250,000	2,400,000	4,000,000	-	-	6,650,000
NE New Plant Pump Station Upgrade		-	-	500,000	-	4,500,000	5,000,000
NE Odor Control Upgrade / Overhaul		1,000,000	-	-	-	-	1,000,000
NE Operations & Lab Building Replacement		250,000	5,200,000	4,000,000	-	-	9,450,000
NE Pipe Repairs/Lined/Replace		-	500,000	-	500,000	-	1,000,000
NE Process Control Instruments		-	300,000	-	-	-	300,000
NE Recoating Filter Backwash Tank		200,000	-	-	-	-	200,000
NE Reject Storage Tank		-	-	-	-	800,000	800,000
NE SCADA Upgrade		100,000	100,000	100,000	100,000	100,000	500,000
NE Secondary Grit Removal System		-	300,000	-	1,200,000	-	1,500,000
NE Sludge Storage Tank Modification		-	-	700,000	-	-	700,000
NE SW-4 Flood Protection		630,000	-	2,500,000	2,500,000	-	5,630,000
NE Vulnerability Assessment Upgrades		2,500,000	-	-	-	-	2,500,000
NE WT-2 Equalization Storage		1,500,000	-	-	-	-	1,500,000
NE WT-5 New 120' Clarifier (Clarifier #6)		-	-	-	-	500,000	500,000
NW Actuator and Valve Replacement		200,000	-	300,000	-	300,000	800,000
NW Bleach System Replacement		-	100,000	-	-	-	100,000
NW Bridge Filter Rehab/Replacement		-	-	-	-	1,000,000	1,000,000
NW CCC Expansion		-	-	-	-	480,000	480,000
NW Clarifier #3 Rehabilitation		-	-	-	1,800,000	-	1,800,000
NW Disk Filter Rehab		-	-	-	-	250,000	250,000
NW Drying Pad Upgrade		1,500,000	-	-	-	-	1,500,000
NW EQ Property Purchase		5,000,000	-	-	-	-	5,000,000
NW Injection Well Acidizations		1,000,000	-	-	-	-	1,000,000
NW Inplant Lift Station #1 Rehabilitation		-	500,000	-	-	-	500,000
NW Inplant Lift Station #2 Rehabilitation		-	-	100,000	-	-	100,000
NW Inplant Lift Station #3 Rehabilitation		150,000	-	-	-	-	150,000
NW Irrigation System Replacement		-	-	-	-	100,000	100,000
NW Maintenance Shop Replacement		-	-	-	2,000,000	-	2,000,000
NW Operations & Lab Building Replacement		-	-	-	4,000,000	-	4,000,000
NW Pipe Repairs/Lining/Replacement		-	500,000	-	500,000	-	1,000,000
NW SCADA Upgrade		100,000	100,000	100,000	100,000	100,000	500,000
NW Sludge Tank #4 Modification		2,500,000	-	-	-	-	2,500,000
NW Stormwater Rehab		-	-	-	-	200,000	200,000
NW WAS Transfer Pump Station Rehabilitati		-	-	200,000	2,000,000	-	2,200,000
NW WT-5 Existing Aerator Modification		-	-	-	-	500,000	500,000
SW Additional Effluent Filters		-	-	-	600,000	-	600,000
SW Digester 3		725,000	-	-	10,000,000	5,000,000	15,725,000
SW Injection Well Acidization		-	-	-	2,100,000	-	2,100,000
SW Inplant Lift Station Improvements		1,500,000	-	-	-	-	1,500,000
SW Pumps and Pipes Replacement		-	300,000	-	300,000	-	600,000
SW Rehab & Clean Primary Clarifier 1		-	-	1,000,000	-	-	1,000,000
SW Rehab & Clean Primary Clarifier 2		-	-	-	1,000,000	-	1,000,000
SW Rehab Digesters and Mixers		-	-	-	-	500,000	500,000
SW SCADA Improvements		100,000	100,000	100,000	100,000	100,000	500,000

Water Resources Capital Projects (4003)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
SW Screw Press Rehabilitation/Replacement		-	-	500,000	500,000	-	1,000,000
SW Secondary Clarifier 3 Rehabilitation		800,000	-	-	-	-	800,000
SW Upgrade Coarse Screens		-	-	-	250,000	4,000,000	4,250,000
SW Upsize Influent Pumps		-	-	-	400,000	2,100,000	2,500,000
SW WAS Holding Tank		550,000	-	4,000,000	4,000,000	-	8,550,000
Water Resources Building Improvements							
FAC Emergency Power Consolidation		-	2,000,000	-	-	-	2,000,000
FAC St. Pete Water Plan Update		-	50,000	1,000,000	-	-	1,050,000
FAC WRD Main Campus Reconfiguration		1,000,000	-	-	-	5,000,000	6,000,000
FAC WRD SPAR Program Management		2,000,000	4,000,000	4,000,000	4,000,000	4,000,000	18,000,000
Water Treatment/Supply							
COS Facility Plan		-	-	850,000	-	-	850,000
COS Filter Improvements		-	-	500,000	4,000,000	3,000,000	7,500,000
COS Generator at COS Wellfield		2,000,000	-	-	-	-	2,000,000
COS Gulf to Bay Electrical Improvements		700,000	-	-	-	-	700,000
COS McMullen Booth Interties PWC-SOP		-	250,000	-	-	-	250,000
COS SCADA Improvements		90,000	-	100,000	-	100,000	290,000
COS Switchgear VFD/Pumps		16,500,000	12,500,000	12,500,000	9,000,000	-	50,500,000
COS Unused Equipment & Site Remediation		-	-	-	500,000	2,500,000	3,000,000
OBE Fence Replacement		-	-	-	-	500,000	500,000
OBE HSP Vertical Turbines		-	15,000,000	10,000,000	-	-	25,000,000
OBE Replace Existing Tanks With Concrete		-	-	10,000,000	-	-	10,000,000
OBE Yard Valve Replacement		-	-	50,000	1,450,000	-	1,500,000
WAS HSP Vertical Turbines		-	-	-	-	2,000,000	2,000,000
Inflation Contingency		-	3,206,000	6,420,000	9,429,375	10,598,500	29,653,875
Prior Year Funding		435,876,759	-	-	-	-	435,876,759
Total Requirements		435,876,759	126,120,000	132,646,000	136,020,000	136,354,375	1,084,800,634
Unappropriated Balance		915,158	915,158	915,158	915,158	915,783	916,283

Notes

- 1. GR = Grant Funding
- 2. MP = Master Plan
- 3. RP = Resiliency Project
- 4. SPAR = St. Pete Agile Resilience

Stormwater Drainage Capital Projects (4013)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	18,511,419	-	-	-	-	-	18,511,419
Bond Proceeds	8,609,982	-	-	-	-	-	8,609,982
Earnings on Investments	1,328,412	126,000	126,000	126,000	126,000	126,000	1,958,412
Future Borrowings	10,937,500	16,125,000	21,781,250	15,723,750	13,249,375	20,102,500	97,919,375
GR DEP Resilient Florida/Bartlett Lake SDI	1,500,000	-	-	-	-	-	1,500,000
GR DEP Resilient Florida/Basin C Conveyanc	900,000	-	-	-	-	-	900,000
GR DEP Resilient Florida/Basin C Pump Stati	10,675,000	-	-	-	-	-	10,675,000
GR DEP Resilient Florida/Shore Acres Resilie	7,874,335	-	-	-	-	-	7,874,335
GR DEP Resilient Stormwater Infrastructure	8,000	-	-	-	-	-	8,000
GR FEMA Flood Mitigation	8,560	-	-	-	-	-	8,560
GR SWFWMD 50th A/N West of 5th St	2,729,000	-	-	-	-	-	2,729,000
GR SWFWMD 7th Street	118,242	-	-	-	-	-	118,242
GR TBEP BIL Little Bayou Lagoon Restorati	454,900	-	-	-	-	-	454,900
Miscellaneous Revenue	76	-	-	-	-	-	76
PinCo - Road Transfer Agreement 62nd Ave	250,000	-	-	-	-	-	250,000
Transfer Stormwater Utility Fund	17,935,000	14,499,000	20,655,250	14,597,750	12,123,375	18,976,500	98,786,875
Various Grants	-	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Total Resources	81,840,426	32,250,000	43,562,500	31,447,500	26,498,750	40,205,000	255,804,176
Storm Drainage Improvements							
62nd Ave N Stormwater System Resiliency I		1,500,000	2,500,000	2,500,000	-	-	6,500,000
88th Avenue North SDI		-	-	-	2,000,000	8,000,000	10,000,000
Bartlett Lake/Salt Creek Pump Station		14,000,000	5,000,000	-	-	-	19,000,000
Local-Scale Stormwater Mitigation Projects		5,000,000	5,000,000	7,500,000	10,000,000	10,000,000	37,500,000
Shore Acres Arizona SDI		-	-	8,000,000	-	-	8,000,000
Shore Acres Denver SDI		-	4,700,000	4,000,000	-	-	8,700,000
Stormwater Pump Stations		300,000	300,000	300,000	300,000	300,000	1,500,000
Stormwater System Resiliency Enhancements		-	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000

Stormwater Drainage Capital Projects (4013)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Stormwater Management Projects							
58th A/S & 11th S/S Stormwater Improvemen		-	250,000	400,000	600,000	2,500,000	3,750,000
7th S/S & 18th A/S Drainage Improvements		250,000	-	-	-	-	250,000
92nd A/N Stormwater Improvements		-	-	-	250,000	500,000	750,000
Appian Way and Vicinity Resiliency		-	-	1,000,000	-	-	1,000,000
Barclay Estates Neighborhood Stormwater Im		-	-	500,000	-	-	500,000
Bear Creek Wet Weather Stormwater Treatme		250,000	-	-	-	-	250,000
Childs Park Pond Sump Modifications		-	500,000	-	-	-	500,000
Clam Bayou Tidal Protection Gate		250,000	-	-	-	-	250,000
Connecticut Ave NE and Vicinity Resiliency		-	15,000,000	-	-	-	15,000,000
Crescent Lake 22nd Ave Bypass		-	-	-	250,000	2,500,000	2,750,000
Crescent Lake Water Quality Improvements		1,300,000	-	-	-	-	1,300,000
Drainage Line Rehab/Replacement		1,500,000	2,000,000	2,500,000	2,500,000	2,500,000	11,000,000
Edgemoor Wet Weather Stormwater Infrastru		250,000	-	-	-	-	250,000
Emerald Lake Outfall		-	-	-	500,000	-	500,000
Emerald Lake Wet Weather Stormwater Infr		250,000	-	-	-	-	250,000
Jorgensen Lake Wet Weather Stormwater Infr		250,000	-	-	-	-	250,000
Lake Improvements		-	500,000	-	500,000	-	1,000,000
Lake Maggiore Wet Weather Stormwater Byp		250,000	-	-	-	-	250,000
Melrose Mercy Neighborhood Stormwater Im		-	500,000	2,000,000	5,000,000	6,500,000	14,000,000
Mitigation and Adaptation for Resilient Infr		1,400,000	-	-	-	-	1,400,000
MLK Channel Improvements		750,000	-	-	-	-	750,000
MLK South of Salt Creek to 32nd A/S SDI		-	5,000,000	-	-	-	5,000,000
Northwest Wet Weather Stormwater Infrastru		250,000	-	-	-	-	250,000
Snell Isle Stormwater Pump Station		250,000	-	-	-	-	250,000
Stormwater Vaults and Backflow Preventers		250,000	250,000	250,000	250,000	250,000	1,250,000
W Edgemoor Stromwater Improvements		-	-	-	1,500,000	2,500,000	4,000,000
Water Resources Building Improvements							
FAC Equip and Warehouse Replacement		4,000,000	-	-	-	-	4,000,000
Inflation Contingency	-	-	1,062,500	1,497,500	1,848,750	3,655,000	8,063,750
Prior Year Funding	81,367,517	-	-	-	-	-	81,367,517
Total Requirements	81,367,517	32,250,000	43,562,500	31,447,500	26,498,750	40,205,000	255,331,267
Unappropriated Balance	472,909	472,909	472,909	472,909	472,909	472,909	472,909

Notes

- 1. GR = Grant Funding
- 2. MP = Master Plan
- 3. RP = Resiliency Project
- 4. SPAR = St. Pete Agile Resilience

Airport Capital Projects (4033)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	277,409	-	-	-	-	-	277,409
Earnings on Investments	12,849	-	-	-	-	-	12,849
GR FAA Extend Runway 7-25 and Taxiway "	-	-	108,000	540,000	-	-	648,000
GR FAA Rehab Airfield Vault	1,336,164	-	-	-	-	-	1,336,164
GR FAA Rehab Taxiway "C"	-	-	-	-	54,000	540,000	594,000
GR FAA Runway 7-25 Imps for Current Criti	144,000	-	-	-	-	-	144,000
GR FAA Taxiway "A" Rehabilitation	-	118,800	1,710,000	-	-	-	1,828,800
GR FDOT Extend Runway 7-25 and Taxiway	-	-	10,000	48,000	-	-	58,000
GR FDOT Fuel Farm Replacement	23,804	-	-	-	-	-	23,804
GR FDOT Rehab Airfield Vault	134,800	-	-	-	-	-	134,800
GR FDOT Rehab Taxiway "C"	-	-	-	-	5,000	12,000	17,000
GR FDOT Runway 7-25 Imps for Current Crit	12,800	-	-	-	-	-	12,800
GR FDOT Taxiway "A" Rehabilitation	-	10,600	136,000	-	-	-	146,600
GR FDOT Upgrade Access Control Security	105,600	-	-	-	-	-	105,600
Transfer Airport Operating Fund	1,386,000	-	37,000	12,000	1,000	48,000	1,484,000
Total Resources	3,433,426	129,400	2,001,000	600,000	60,000	600,000	6,823,826
Airport Improvements							
Extend Runway 7-25 and Taxiway "D"	-	-	121,000	600,000	-	-	721,000
Rehab Taxiway "C" - Design and Constructio	-	-	-	-	60,000	600,000	660,000
Taxiway "A" Rehabilitation	-	132,000	1,880,000	-	-	-	2,012,000
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	3,430,609	-	-	-	-	-	3,430,609
Total Requirements	3,430,609	132,000	2,001,000	600,000	60,000	600,000	6,823,609
Unappropriated Balance	2,817	217	217	217	217	217	217

Notes

1. GR = Grant Funding

Marina Capital Improvement (4043)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	1,437,245	-	-	-	-	-	1,437,245
Earnings on Investments	80,755	35,000	11,000	11,000	11,000	11,000	159,755
Transfer from Marina Operating Fund	400,000	-	50,000	710,000	200,000	210,000	1,570,000
Total Resources	1,918,000	35,000	61,000	721,000	211,000	221,000	3,167,000
Marina Improvements							
Marina Facility Improvements		200,000	200,000	200,000	200,000	200,000	1,000,000
North Basin Development		150,000	250,000	500,000	-	-	900,000
Inflation Contingency	-	-	11,250	35,000	15,000	20,000	81,250
Prior Year Funding	1,155,271	-	-	-	-	-	1,155,271
Total Requirements	1,155,271	350,000	461,250	735,000	215,000	220,000	3,136,521
Unappropriated Balance	762,729	447,729	47,479	33,479	29,479	30,479	30,479

Port Capital Improvement (4093)

Resources / Requirements	Appropriated To Date	FY 2026 Adopted	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	CIP Total
Beginning Fund Balance	19,061	-	-	-	-	-	19,061
Earnings on Investments	4,865	-	-	-	-	-	4,865
GR FDOT/FSTED Master Plan	150,000	-	-	-	-	-	150,000
Transfer from Port Operating Fund	150,520	-	-	-	-	-	150,520
Total Resources	324,446	-	-	-	-	-	324,446
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	300,520	-	-	-	-	-	300,520
Total Requirements	300,520	-	-	-	-	-	300,520
Unappropriated Balance	23,926	23,926	23,926	23,926	23,926	23,926	23,926

Notes

1. GR = Grant Funding

Exhibit L

**FDOT District Seven's Adopted Five-Year Work Program
Fiscal Years 2025/26 to 2029/30
Road Capacity Projects in the City of St. Petersburg**

Project No.	Roadway	From	To	Project Description	Project Phases	2023 LOS
449109-1	I-275	N of 38th Ave. N.	N of 4th St. N.	Add Lanes & Construct	Prelim. Engineering, Construction	D/F
449109-2	I-275	N of I-375	N of 38th Ave. N.	Add Lanes & Construct	Prelim. Engineering, Right of Way Acquisition	F

Project No.	<2026	2026	2027	2028	2029	2030	Total	Revenue Sources
449109-1	432,812,340	2,500,000	16,250,000		0	0	428,293,241	State
449109-2	471,138,755	3,530,000	16,250,000		0	0	461,505,389	Federal, State



Staff Report to the St. Petersburg City Council
Prepared by the Planning Department,
Planning and Historic Preservation Division

For Public Hearing and Executive Action on November 12, 2025
at 5:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LGCP-CIE-2025
Annual Capital Improvements Element (CIE) Update

This is a City-initiated application requesting that City Council make a finding of consistency with the Comprehensive Plan and **APPROVE** the annual update to the Comprehensive Plan's Capital Improvements Element (CIE) for Fiscal Years (FY) 2026 to 2030.

PURPOSE

The Capital Improvements Element (CIE) annual update for Fiscal Years (FY) 2026 to 2030 represents the City's modification to the Capital Improvements Schedule of the currently adopted CIE including addition of the new fifth year (FY 2030). The modified schedule includes projects that are needed to meet future demands of development in accordance with Section 163.3202(2)(g), Florida Statutes. While there have been amendments to the Growth Management Act over the years, Florida law continues to require that the CIE and the schedule of capital improvements, also referred to as the Capital Improvement Program (CIP), be reviewed on an annual basis and modified as necessary.

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

BACKGROUND

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

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

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

Capital Improvement Plan - Financial Feasibility

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

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

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

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

Population Estimate

Functional population for 2024 is used as the basis for the update. An estimate of functional population is needed to determine if a facility is meeting or exceeding the adopted level of service on a per capita basis. Functional population is defined as the number of people occupying space in the community on a 24 hour per day, seven day-per-week basis. By estimating the functional population of a community, estimations of current and future demand for certain facilities can be improved. The functional population for 2024 was calculated using a combination of the best available data from different sources to arrive at the most accurate population estimate. The base population number came from the University of Florida’s Bureau of Economic and Business Research’s (BEBR) 2024 population estimate of 266,153 for the City. Since BEBR does not include seasonal and tourist populations, the Southwest Florida Water Management District’s (SWFWMD) 2024 seasonal and tourist population of 15,260 was added. Finally, based on the estimated number of people per household, 4,363 individuals were added as a result of new residential dwelling units completed during the 2024 calendar year. The 2024 estimated functional population of **285,775** is supported by the best available data.

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

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

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

Solid Waste

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

In calendar year 2024, the City’s collection demand for solid waste service was approximately 1.027 tons per person per year, resulting in a demand rate below the adopted LOS standard of 1.3. This figure is calculated by the total sum of collected commercial and residential solid waste tonnage including traditional recyclables (glass, paper, plastic and metals) divided by the City’s 2024 functional population.

$$293,581 / 285,775 = 1.027 \text{ tons per person per year}$$

Demand for solid waste service for all of Pinellas County in calendar year 2024 was 1.57 tons per person per year, above the adopted LOS waste disposal rate. The County's LOS figure is calculated by the total sum of solid waste tonnage collected at Pinellas County Solid Waste-to-Energy facility (523,398 tons) plus the landfill (916,059 tons), divided by the County's functional population.

$$(523,398 + 916,059 \text{ tons}) / 971,218 \text{ residents} = 1.57 \text{ tons per person per year}$$

Following the City's successful curb-side recycling program that began in 2015, traditional recycling has increased by 87% from 6,552 tons collected in 2015 to 12,092 tons collected in 2024. Additionally, the City diverted 54 tons of yard waste from the landfill, which is processed and recycled locally. The City and County's commitment to recycling and waste reduction programs, and the continued participation of residents and businesses in these programs, have assisted in keeping down the actual demand for solid waste disposal.

The Pinellas County Waste-to-Energy facility and the Bridgeway Acres Sanitary Landfill are the responsibility of the Pinellas County Solid Waste department and are operated and maintained under contract by two private companies. In calendar year 2024, the Waste-to-Energy facility incinerated 523,398 tons of solid waste and operated below its design operating capacity of incinerating approximately 930,750 tons of solid waste per year. The continuation of recycling efforts and the efficient operation of the Waste-to-Energy facility have helped to extend the life span of Bridgeway Acres. The landfill is expected to remain in use for approximately 72 years, based on current design, grading and projected disposal rates.

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

Drainage/Stormwater

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

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

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

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

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

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

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

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

The City continues to demonstrate its commitment to funding stormwater drainage system improvements. In 2017, the Stormwater Utility Fee approved by Council was a flat fee of \$10.00 per month for each single-family residential parcel. In FY 2019 the fee was increased by 10% to \$11.00 per month. Recognizing the impact of parcel and building size on stormwater drainage, the City approved a four-tiered rate system in FY 2020 with a 9.09% overall rate increase. Subsequent fiscal year rate increases have been 10.07% in FY21, 16.01% in FY22, 15.00% in FY23, 8.50% in FY24, 25% in FY25 and 17.5% FY26. Utility fees fund the following stormwater improvements:

- **Local-Scale Stormwater Mitigation Projects:** Funding for stormwater system improvements that will reduce local-scale flooding in locations not specifically addressed in the City's comprehensive citywide Stormwater Master Plan (\$5,000,000)
- **Mitigation and Adaptation for Resilient Infrastructure:** This project provides funding for the construction, reestablishment and surface restoration related to stormwater system upgrades and capital improvements, citywide. The scope of this work is focused on funding in-house crews to address operationally identified locations where improvements would reduce flooding, lessen impacts from extreme weather events, and build resilient infrastructure (\$1,400,000)
- **62nd Ave N SW System Resiliency Improvements:** The proposed improvements will focus on providing additional conveyance of stormwater from west of Dr. Martin Luther King Jr. Street by way of bypass via 62nd Ave N. right-of-way (\$1,500,000)
- **Bartlett Lake/Salt Creek Pump Station:** This project provides funding for a new pump station to increase the stormwater conveyance capacity of stormwater Basin C (the drainage basin around Lake Maggiore) (\$14,000,000)
- **St Pete Agile Resilience Plan (SPAR):** Funds for design and feasibility of design for upcoming SPAR program (\$3,650,000)

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

Potable Water

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

The City provides potable water to residents of St. Petersburg, Gulfport, South Pasadena, and the Lealman and Bear Creek unincorporated communities with a 2024 estimated functional population of **358,275** people. Over the years the Water Conservation Coordinator’s office has worked to implement targeted conservation initiatives including the toilet rebate program. These efforts increased efficient potable water usage by City customers, and in conjunction with reclaimed water use for irrigation, result in a current demand of approximately 78 gpcd. The City’s purchase of water from Tampa Bay Water reflects the increased conservation and currently total approximately 28 mgd.

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

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

Sanitary Sewer

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

The City owns and operates almost 900 miles of gravity sanitary sewer, and 81 lift stations to transfer wastewater to three Water Reclamation Facilities (WRFs). The Northeast, Southwest and Northwest WRFs provide the required wastewater treatment to meet regulatory requirements and produce reclaimed water for the City’s reclaimed water distribution systems.

The adopted LOS for sanitary sewer is 166 gallons per capita per day (gpcd). The City provides wastewater treatment and disposal to residents of St. Petersburg, Gulfport, South Pasadena, St. Pete Beach, Treasure Island, Tierra Verde, and Ft. Desoto with a 2024 estimated functional population of **346,992** people. The City’s average flow rate for Calendar Year (CY) 2024 was 38.7 mgd, while the aggregated sanitary sewer system’s annual average capacity for its three wastewater treatment facilities is 56 mgd, resulting in an estimated excess annual average capacity of 17.3 mgd.

Following several major rain events in 2015-2016, the City increased its’ peak wet weather wastewater treatment capacity from 112 mgd to approximately 157 mgd – a 40% increase in peak flow capacity. As outlined in the St. Pete Water Plan, the City is implementing system reliability

improvements at the WRFs, aggressively improving the gravity collection system to decrease Inflow and Infiltration (I&I) which reduces peak flows at the WRFs, and addressing sea level rise system vulnerabilities at lift stations.

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

Water Resources’ total capital improvement project schedules are listed in Fund 4003 (Exhibit G).

Recreation and Open Space

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

As shown in the below table, the City is well within the adopted LOS standard, with a substantial excess of useable recreation and open space. With an adopted LOS standard of 9 acres, the City enjoys an estimated 26.4 acres per 1,000 permanent and seasonal residents. Recreation and cultural project schedules are listed in Fund 3029 (Exhibit D).

2024 Useable Recreation and Open Space Acres

Population	City (acres/1,000 persons)¹	City and County (acres/1,000 persons)²
266,153 (Permanent)	21.2	28.3
285,775 (Functional) ³	19.8	26.4

Table Notes

1. Total active and passive recreation/open space and preservation in the City is equal to approximately 5,638 acres.
2. Total useable recreation/open space and preservation in the City is equal to 7,534 acres when 1,899 acres for county parks is added, which includes Ft. De Soto (1136), Sawgrass Lake (390), War Veterans Memorial (122), Gandy Causeway (126), and Skyway Causeway (125).
3. Functional population includes seasonal and tourist populations (see definition in background section above).

Mobility Monitoring

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

The City eliminated LOS standards for major roads and transit when it adopted the Pinellas County Mobility Plan in 2016. The Mobility Plan provides a countywide framework for a coordinated multimodal approach to managing the traffic impacts of development projects as a replacement for local transportation concurrency systems, which are no longer required by the State of Florida because of the 2011 Community Planning Act. The Florida Department of Transportation’s LOS target for state highways in urbanized areas is “D.” LOS “D” can also be viewed as a target for roads not on the state highway system, but it is no longer the City’s standard, as noted.

The City continues to monitor the LOS for motor vehicles on major roadways and the availability of transit service for transportation planning purposes and to assess the impact of land development

projects and proposed rezonings and Future Land Use Map amendments on the surface transportation system. As shown in the table below, the total number of major roadway miles in the City (excluding the Interstate system) is approximately 212.

Miles of Major Roadways

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

Of the City’s 212 major roadway miles, 97% have a relatively low level of traffic congestion (LOS “A” to “D”), partially due to the street network’s efficient grid pattern. Only the four roadway segments listed in the following table (consisting of 5.715 roadway miles) operate at a high level of traffic congestion (LOS “F”); there are currently no road segments that operate at a LOS “E.” While the City no longer has an adopted roadway LOS standard, the vast majority of the City’s major roads operate at the City’s previously adopted LOS standard of “D” or better.

2024 LOS “F” Road Segments

Roadway Section	From	To	Jurisdiction	LOS	Distance (Miles)
40 th Ave. NE	1 st St. N	Shore Acres Blvd.	City	F	1.567
Gandy Blvd	Dr ML King Jr St N	I-275 East Ramps	State	F	0.997
Gandy Blvd	Pinellas Shoreline	San Martin Blvd	State	F	2.55
Roosevelt Blvd	28 th St N	Ulmerton Rd	State	F	0.601
Total					5.715

Data Source: Forward Pinellas (2024 Level of Service Data)

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

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

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

Due to the City’s high population density and major attractors, all five of PSTA’s top routes in terms of ridership in the fiscal year ending September 30, 2024, served the City, which include:

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

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

The SunRunner Bus Rapid Transit (BRT) system began serving riders on October 21, 2022. The SunRunner service connects downtown St. Petersburg to western St. Petersburg, South Pasadena, and St. Pete Beach. The SunRunner service has long operating hours and 15-minute daytime headways seven days a week. The service is rapid due to a limited number of stops, semi-dedicated lanes for most of its route, and extended green time at traffic signals when necessary to keep buses on schedule. Hybrid electric buses provide multi-door boarding and interior bicycle racks. SunRunner stations provide a comfortable waiting area for passengers and level boarding. The SunRunner served 761,145 riders in the year ending September 30, 2024. PSTA opened a new SunRunner station closer to the downtown waterfront in January 2025, which is located on the northern side of 1st Avenue North and east of 2nd Street. PSTA launched its Spark service on October 26, 2025. Spark is a premium express service that connects Eckerd College to Grand Central Station along the 34th Street corridor. Spark provides 15-minute daytime headways at 18 stops along 34th Street South. The route features dedicated shelters at each stop, uniquely branded totems and screens displaying real-time arrival information, and clean and efficient all-electric buses with dual-door boarding.

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

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

COMPREHENSIVE PLAN COMPLIANCE

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

Policy CI1.1:

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

Objective CI5:

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

Policy CI5.1:

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

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

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

CONCURRENCY ANALYSIS SUMMARY

The 2025 Annual Concurrency Report concludes that the City continued to maintain substantial excess capacity as defined by the adopted level of service standards for potable water, sanitary sewer, solid waste, stormwater and recreation. Continued improvements to the drainage system are required to address maintenance and projected deficiencies. Improvements to the wet-weather capacity of the sanitary sewer system are ongoing and address current and projected needs. The City's CIP projects generally fall under the category of "replacement" and "maintenance" rather than "new" facilities or even "expansion" of existing facilities, largely due to the built-out nature of the City.

PUBLIC HEARING PROCESS

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

RECOMMENDATION

Staff recommends that City Council, make a finding of consistency with the Comprehensive Plan and APPROVE the annual update to the Comprehensive Plan's Capital Improvements Element (CIE) for Fiscal Years (FY) 2026-2030 described herein.

REPORT PREPARED BY:

Britton Wilson

10/31/2025

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

DATE

REPORT APPROVED BY:

Derek S. Kiblorn

10/31/25

Derek Kilborn, Planning Director
Planning Department

DATE

ATTACHMENT

Attachment: Proposed Ordinance 620-H with Exhibits A through L (CIP Schedules)



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

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

November 12, 2025
Wednesday
2:02 P.M.

DRAFT VERBATIM MINUTES

Present:

Shannon Nelson, Chair
Robert “Bob” Jeffrey, Vice-Chair
Joseph Magnello (*arrived at 2:41 p.m.*)
Abel Carrasco
Treva Davis
Monica Drake, 1st Alternate
Lisa Wannemacher, 2nd Alternate
Dr. William “Will” Michaels, 3rd Alternate

Commissioners Absent:

Ashley Marbet
Vacant seat

Staff Present:

Derek Kilborn, Director, Planning Department
Brejesh Prayman, Director, Engineering
Britton Wilson, Planner II
Kelly Perkins, Historic Preservationist II
Cindy Kochanek, Historic Preservationist II
Heather Judd, Assistant City Attorney
Anastasia Underwood, Assistant City Attorney
Iris Winn, Clerk

The public hearing was called to order at 2:02 p.m., a quorum was present.

- A. OPENING REMARKS OF CHAIR**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE AND SWEARING IN OF WITNESSES**
- D. MINUTES** (Approval of October 14, 2025, Meeting Minutes)

The minutes from the October 14, 2025, meeting were approved unanimously.

E. PUBLIC COMMENTS

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

F. CONTINUANCE

1. **City File: 25-90200064 | 100 23rd Avenue Northeast** - The applicant requested to defer this item to the December 2025 CPPC Public Hearing. The CPPC approved the request by a unanimous vote of 6 to 0.

Motion: Commissioner Wannemacher moved to grant the continuance of City File: 25-90200064 to the December CPPC Public Hearing at the request of the applicant. **Commissioner Davis seconded the motion.**

YES – 6 – Carrasco, Davis, Nelson, Drake, Wannemacher, Michaels.

NO – 0 – None.

Absent: Marbet, Magnello

Conflicts: Jeffrey.

F. LEGISLATIVE**AGENDA ITEM F.2 CITY FILE NO. LGCP-CIE-2025**

City Staff: Britton Wilson | Britton.Wilson@stpete.org

Annual Capital Improvements Element (CIE) Update

Request: City-initiated application requesting that City Council make a finding of consistency with the Comprehensive Plan and **APPROVE** the annual update to the Comprehensive Plan's Capital Improvements Element (CIE) for Fiscal Years (FY) 2026 to 2030 (City File: LGCP-CIE-2025).

City Staff Presentation:

Britton Wilson gave a PowerPoint presentation based on the Staff Report.

Britton Wilson: Good afternoon, Madam Chair, fellow commissioners. Again, Britton Wilson, City Planner for the record, presenting the Annual Update to the Comprehensive Plans' Capital Improvements Element, or CIE, for Fiscal Years, 2026 through 2030. Similar to last year, I prepared a quick presentation on the purpose and process of this update. Every year, in the Fall, following Council's adoption of the budget in the five-year Capital Improvements Program, or CIP staff completes the annual update to the CIE, which is a long-range planning tool used to demonstrate that the city's facilities are operating within their adopted level of service standard or LOS and staff will use this data through the upcoming year to support proposed Land Use Amendments that come before this board. The CIE is just a reporting on a subset of the recently adopted Capital Improvements Program, and that it only looks at project schedules for facilities that have an adopted LOS in the Comprehensive Plan of which the city has an adopted LOS standard for water, sewer, solid waste, stormwater, recreation, and even though the strict application of concurrency no longer applies to transportation facilities, we do still monitor the operating status of roadways and mobility options such as transit, bicycle and pedestrian improvements, and planners refer to these as concurrency related facilities, as their LOS standards, are required to be in place at the time of or concurrent with proposed development.

This annual update is a citywide or multi-department effort where planning staff only collects the data from these respective departments and calculated the level service using the functional population numbers. So, as demonstrated in the staff report, the city's facilities are all operating well within their adopted level service standard and the draft ordinance contained in your agenda packet lists the recently adopted Capital Improvements Projects schedules demonstrating that the city has a plan in place. And the fiscal ability to continue to maintain the adopted level service moving forward through the next five-year planning period. And so with that, staff is requesting the commission find that the Annual CIE Update continues to be consistent with the adopted Comprehensive Plan, and to recommend to City Council approval of this modification to the five-year project schedules, and that concludes my presentation.

Madam Chair Nelson: So, at this time, we move into Executive Session? Is that correct?

Heather Judd: Questions and comments.

Madam Chair Nelson: Great. Does anyone have any questions or comments?

Commissioner Michaels: I have some comments. They specifically relate to the stormwater component of the capital budget, because most of you know, I chair the Flood Control, Planning and Resiliency Committee for the Council of Neighborhood Associations, and we've been following that particular issue very closely over the past couple of years. I guess the thing I wanted to focus on here was the SPAR Plan, the St. Pete Agile Resiliency Plan, which calls for accelerating the Stormwater Master Plan over a five-year period. There's a total budget of \$551 million on that - that's being proposed by the city, by the Mayor, and of that, \$271 million relates to stormwater. There are other issues in there that are important but don't relate specifically to stormwater. So, this past year, the year we're just completing the stormwater capital budget is \$32 million that's an increase of \$10 million over the last year. Most of that increase going to the SPAR Plan. Significant increase there. I think that's to be commended. Of the \$10 million dollar increase there, about three and a half million, I understand, is allocated to stormwater projects, mostly in the planning stage, and an additional six plus million relates to potable and wastewater planning projects. So, it's an important step in the right direction, but we do have a long ways to go to reach that \$271 million goal that's called for in the in the SPAR Plan. The city is proposing to fund that, primarily through general obligation bonds, as I understand it, which would go to referendum next November, not this year, but next fiscal year, and then the funding would begin to occur in the...mostly in the year following that. So, this...these are important steps in the right direction. The good news this year was that we avoided a hurricane and significant destruction to our city, as we had this past year. But the danger of hurricane catastrophe is still there, and it's important that the public have a good understanding of what is in the SPAR Plan and what the referendum is going to be all about next year, so that we have the necessary funding to accomplish the flood control measures in particular that we need in our city. My comments, thank you.

Madam Chair Nelson: Thank you so much. Does anyone else have any feedback at all... *(inaudible)*? Okay.

Commissioner Michaels: We do have the City Engineer here. Bresh, Good to see you.

Brejesh Prayman: Good day, Madam Chair, as well as committee members. Always a pleasure to be here. And you know, I do compliment you for bringing this up. It is critical for our community. As we move forward, we are embarking on a very aggressive Capital Improvement Plan, as I'm not too sure how many of you are aware. But back in 2017 – '16 timeline, the Stormwater Master...the Stormwater CIP was about \$1.5 million...in that range. So, we've diligently balanced the 5050 approach towards our bonds and cash financing, as well as pursuing grants, to the point at which we are now a \$30 million CIP. And, if you take a look at the CIP over the next few years, it will continue to increase and slowly get to that \$50 million range. But it does not prevent us from continuing to pursue grants to help supplement our projects, which some of these projects are currently underway. Some of the major ones I can mention are the Bartlett Lake pump station, and one of them, we actually just received bids on and should be going to Council for approval. The judging of the Butler Lake itself, where we received two matching grants to offset each other and not end up costing our residents any. But the bids came in very well, and we do have some other major infrastructure improvements, so we will continue, you know, to use science and Best Practices and leverage technology as well as data to implement the best appropriate improvements we can for resiliency, for our community, addressing vulnerability.

Madam Chair Nelson: Thank you.

Commissioner Michaels: If I may, I do have one suggestion for the city, and that is with respect to the SPAR Plan portion of the city website. If you go on the city website, there is not a budget that accompanies the discussion of the plan there. And I think that would be very helpful to...to add that for again, public understanding here.

Brejesh Prayman: I...I will pass that along. I know we are working on a view on an aggressive public engagement, so this input will be greatly appreciated.

Madam Chair Nelson: Thank you. So, at the conclusion of this, then we just take a motion and vote. Great. Do I have a motion?

Commissioner Wannemacher: I will make a motion to approve the Annual Update to the Comprehensive Plan's Capital Improvements Element to Fiscal Years 2026 through 2030 and move this forward to City Council for approval. **Commissioner Davis seconded the motion.**

YES – 7 – Carrasco, Davis, Jeffrey, Nelson, Drake, Wannemacher, Michaels.

NO – 0 – None.

Absent: Marbet, Magnello.

Conflicts: None.

Motion approved by a unanimous vote of the Commission.

***F. QUASI-JUDICIAL HEARING CONTINUED ***

**Public Hearings for the next applications listed on the CPPC agenda continued following this item.*

AGENDA ITEM G. UPDATES AND ANNOUNCEMENTS

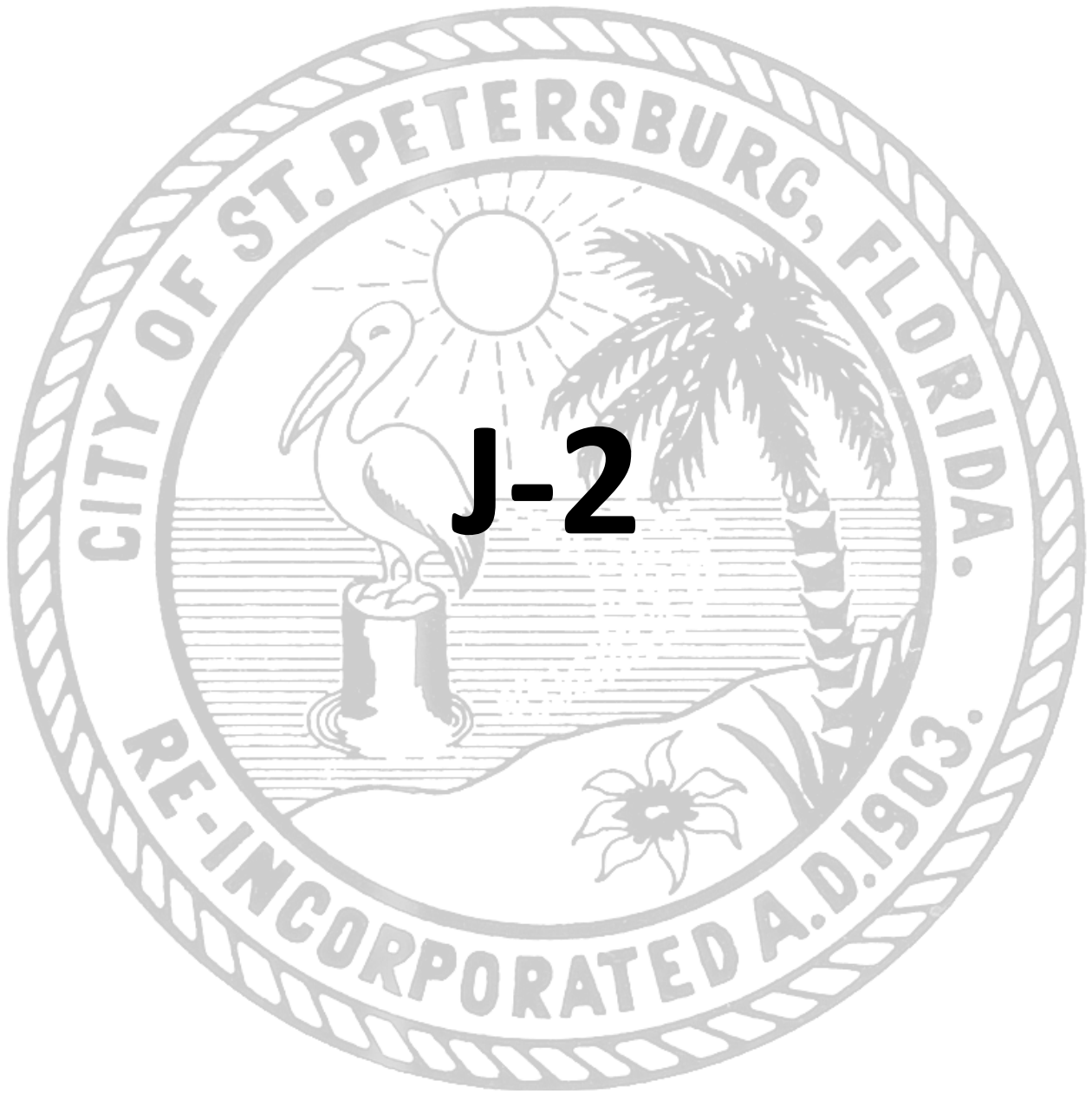
AGENDA ITEM H. ADJOURNMENT @ 3:13 PM

To watch the recorded video of this Community Planning & Preservation Commission (CPPC) meeting, please click here: <https://stpete.granicus.com/player/clip/6925>.

To find more information about the Community Planning and Preservation Commission (CPPC), please visit the board's webpage at: https://www.stpete.org/government/boards_committees/community_planning_preservation Commission.php

For archived recorded city meetings, please visit the website for the City of St. Petersburg at: https://www.stpete.org/government/meetings_agendas/recorded_city_meetings.php

The following page(s) contain the backup material for Agenda Item: Ordinance 629-H an ordinance of the City of St. Petersburg, Florida amending Chapter 17.5, Article VI. of the City Code related to Affordable Housing Site Plan Approval; amending Section 17.5-111. related to applicability criteria; providing for severability; and providing an effective date. (LDR-2025-04)
Please scroll down to view the backup material.



J-2



ST. PETERSBURG CITY COUNCIL

Meeting of December 11, 2025

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

SUBJECT: Ordinance 629 – H, an ordinance of the City of St. Petersburg, Florida amending Chapter 17.5, Article VI. of the City Code related to Affordable Housing Site Plan Approval; amending section 17.5-111. related to applicability criteria; providing for severability; and providing an effective date.

BACKGROUND:

2020: House Bill 1339

In 2020, the Florida State Legislature passed House Bill 1339, which included a provision permitting the governing body of a municipality to approve an affordable and/or workforce development on any parcel with residential, commercial, or industrial zoning. In 2021, three (3) ordinances were adopted which permitted City Council to review and potentially approve affordable and/or workforce housing development proposals in Neighborhood Traditional, Neighborhood Suburban, Industrial Traditional and Industrial Suburban zoning districts without requiring a rezoning or change of Future Land Use. The ordinance which included the process and review criteria for City Council to follow is included in Chapter 17.5 of the City Code.

2023: Senate Bill 102 “Live Local Act”

In 2023, the Florida State Legislature passed Senate Bill 102 known as the “Live Local Act”. On November 30, 2023, City Council approved Ordinances 564-H and 565-H, which included amendments to Chapter 16 and 17.5 to delete the “residential” option, add an administrative process for 40% mandatory projects (F.S. Section 166.04151(7)(a)), subject to the same minimum review criteria as 30% projects; amend standards for 30% optional projects (F.S. Section 166.04151(6)) to eliminate the 5-acre minimum and reduce the 60-unit minimum to a 10-unit minimum for industrial zoning districts, change the process to administrative, eliminate the required public hearing, add an appeal process for applicants; and add a 30-day public comment period.

2024: Senate Bill 328

In 2024, the Florida State Legislature passed Senate Bill 328, amending the “Live Local Act”. On May 1, 2025, City Council approved Ordinance 608-H, which included the following amendments to Chapter 17.5:

- Added a Floor Area Ratio (FAR) allowance of up to 6.0 FAR (150% of 4.0);
- Amended height regulations to add a provision relating to proximity to single-family zoning;
- Added a parking exemption for the SunRunner 22nd Street S Overlay (TOD area);
- Amended applicability to exclude airport-impacted areas; and
- Added a non-conforming use provision.

2025: Senate Bill 1730

In 2025, the Florida Legislature passed Senate Bill 1730, amending the “Live Local Act”. The purpose of the enclosed amendments to Chapter 17.5 is to bring our ordinance into conformance with these statutory changes. The proposed amendments to Chapter 17.5 include:

- Expands where projects shall be allowed, regardless of local zoning designation, by defining a commercial area as one which allows principal uses such as retail and office;
- Expands where projects may be allowed under F.S. § 166.04151(6), on parcels owned by a religious institution which contain a house of public worship;
- Expands FAR allowance to include lot coverage and allows further restrictions to height for projects with single-family zoning on two more sides, to a maximum 10-stories;
 - Example: CRS (Corridor Residential Suburban) currently has a maximum impervious surface ratio of 75%; CRT (Corridor Residential Traditional) currently has a maximum impervious surface ratio of 75-95%.
- Requires mixed-use projects to be at least 65% residential and allows up to 90%;
- Allows height restrictions on parcels in historic districts with contributing structures or on parcels with an individually listed structure and allows application of design regulations provided the review is administrative;
- Requires all demolition permits to be administratively approved; and
- Beginning 11/01/26, requires an Annual Report to be filed summarizing litigation and a list of projects proposed or approved, with associated project information.

RECOMMENDATION:

Administration:

City staff recommends APPROVAL.

Previous City Council Action:

At the Housing, Land Use and Transportation (HLUT) committee meeting on July 10, 2025, Staff provided a presentation on the amendments needed to Chapter 17.5. The discussion included comments from City Council Vice Chair Lisset Hanewicz, and City Council Members Brandi Gabbard, Gina Driscoll, and Corey Givens Jr. The discussion points have been incorporated into the ordinance draft.

City Council Action:

The First Reading was conducted on December 4, 2025. Details of any related discussion will be included in the staff presentation.

Recommended City Council Action:

- 1) CONDUCT the second reading and public hearing of the attached proposed ordinance; AND
- 2) APPROVE the proposed ordinance.

Attachments:

Ordinance

ORDINANCE 629-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 17.5, ARTICLE VI. OF THE CITY CODE RELATED TO AFFORDABLE HOUSING SITE PLAN APPROVAL; AMENDING SECTION 17.5-111. RELATED TO APPLICABILITY CRITERIA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION ONE. Section 17.5-111. of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 17.5-111. – Applicability.

To qualify for application for the affordable housing site plan approval process, property shall meet the following minimum criteria:

- (a) The property shall have a current zoning designation of Commercial Corridor Traditional (CCT), Commercial Corridor Suburban (CCS), Corridor Residential Traditional (CRT), Corridor Residential Suburban (CRS), Industrial Suburban (IS), Industrial Traditional (IT), Downtown Center (DC), Regional Center (RC), Employment Center (EC), or Institutional Center (IC), or if the development proposal is submitted for review pursuant to F.S. § 166.04151(6), on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in F.S. § 170.201(2) which contains a house of public worship, regardless of underlying zoning.
- (b) The development proposal submitted for review pursuant to F.S. § 166.04151(6) in an IT or IS zoning district shall consist of ten or more dwelling units.
- (c) Projects submitted for review pursuant to F.S. § 166.04151(6) located in an Industrial Traditional or Industrial Suburban zoning district shall meet the following additional location criteria:
 - (1) Shall be located within two miles of a public school including a vocational school;
 - (2) Shall be located within a ¼ mile of a PSTA bus line;
 - (3) Shall be located within one mile of a grocery store; and
 - (4) Shall be located within one mile of the Pinellas Trail or City park.
- (d) All of the proposed dwelling units shall have a restrictive covenant that requires the dwelling units to be affordable to qualified buyers or renters at 120 percent of area median income or below for a minimum period of 30 years. Notwithstanding the foregoing, development proposals submitted for review pursuant to F.S. § 166.04151(6) may designate no less than 30 percent of the proposed dwelling units as affordable so long as 50 percent of those dwelling units are designated as affordable to qualified buyers or renters at 80 percent of area median income or below for a minimum period of 30 years.

Notwithstanding the foregoing, development proposals submitted for review pursuant to F.S. § 166.04151(7)(a) shall designate no less than 40 percent of the proposed dwelling units as affordable to renters at 120 percent of area median income or below for a minimum period of 30 years.

- (e) For development proposals submitted for review pursuant to F.S. § 166.04151(6), projects shall comply with the following:
- (1) For mixed use projects on a property, other permitted uses besides affordable housing sought pursuant to this section are subject to Chapter 16 of the City Code. ~~However, for development proposals submitted for review pursuant to F.S. § 166.04151(6)~~
 - (2) Within an Industrial Traditional or Industrial Suburban zoning district, accessory commercial uses such as cafes, restaurants, drug stores or pharmacies, and grocery stores up to 10,000 square feet are exempt from this requirement.
- (f) For development proposals submitted pursuant to F.S. § 166.04151(7)(a), projects shall comply with the following:
- (1) Maximum density shall be 82 dwelling units per acre.
 - (2) Floor Area Ratio (FAR) shall not exceed 6.0. Lot coverage and impervious surface ratio may up to be 100%.
 - (3) If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, ~~the height of the proposed development shall be~~ height is restricted to whichever of the following is higher, but not to exceed 10 stories as defined in F.S. 166.04151 (7)(d)2:
 - a. 150 percent of the tallest building on any property adjacent to the proposed development ~~or 300 feet;~~
 - b. Highest building height currently allowed on-site;
 - c. Highest building height allowed on-site on July 1, 2023; or
 - d. Three (3) stories

For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line but does not include properties separated by a public road or body of water, including man-made lakes or ponds.

- (4) Projects located in industrial zoning districts shall follow the land development regulations of the Neighborhood Suburban Multi-family-1 (NSM-1) District; projects located in commercial/mixed-use districts shall follow the district standards of the underlying commercial/mixed-use district.
- (5) Projects located within the SunRunner Target Employment Center Local Overlay District shall be mixed-use residential and otherwise comply with requirements of the Overlay District regulations except for use, height, density, floor area ratio, and parking.
- (6) Projects shall not be located in an airport hazard area as provided in F.S. § 333.03(5).

- (7) Mixed-use residential projects shall contain a minimum of 65 percent of the total square footage for residential purposes and shall not exceed 90% residential.
- (8) If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, height is restricted to whichever of the following is higher:
- a. Highest building height currently allowed on-site;
 - b. Highest building height allowed on-site on July 1, 2023;
 - c. Highest building height allowed for a commercial or residential building located within three-fourths of a mile; or
 - d. Three (3) stories.
- (9) If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the proposed development may be required to comply with regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, or density of the proposed development, through an administrative review.
- (10) If the proposed project is located in the Downtown Center zoning districts, demolition applications shall be processed administratively.
- (g) There shall be no variances granted to these criteria.

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. *Severability.* 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.* 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 FIVE. *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:



ADMINISTRATION:



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

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

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 17.5, ARTICLE VI. OF THE CITY CODE RELATED TO AFFORDABLE HOUSING SITE PLAN APPROVAL; AMENDING SECTION 17.5-111. RELATED TO APPLICABILITY CRITERIA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Based on a review of that proposed ordinance:

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

EXEMPTIONS

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

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

- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

BUSINESS IMPACT ESTIMATE

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

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

In 2020, the Florida State Legislature passed House Bill 1339, which included a provision permitting the governing body of a municipality to approve an affordable and/or workforce development on any parcel zoned for residential, commercial or industrial. In 2021, three ordinances were adopted which permitted City Council to review and potentially approve affordable and/or workforce development proposals in Neighborhood Traditional, Neighborhood Suburban, Industrial Traditional and Industrial Suburban zoning districts without requiring a rezoning or change of Future Land Use. The ordinance which included the process and review criteria for City Council to follow is included in Chapter 17.5 of the City Code.

In the 2023 legislative session, Senate Bill 102 known as the “Live Local Act” was passed and signed by the governor. On November 30, 2023, City Council approved Ordinances 564-H and 565-H, which included amendments to Chapter 16 and 17.5 to delete the “residential” option, add an administrative process for 40% mandatory projects (F.S. Section 166.04151(7)(a)), subject to the same minimum review criteria as

30% projects; amend standards for 30% optional projects (F.S. Section 166.04151(6)) to eliminate the 5-acre minimum and reduce the 60-unit minimum to a 10-unit minimum for industrial zoning districts, change the process to administrative, eliminate the required public hearing, add an appeal process for applicants; and add a 30-day public comment period.

In 2024, the Florida State Legislature passed Senate Bill 328, amending the “Live Local Act”. On May 1, 2025, City Council approved Ordinance 608-H, which included the following amendments to Chapter 17.5:

- Added a Floor Area Ratio (FAR) allowance of up to 6.0 FAR (150% of 4.0);
- Amended height regulations to add a provision relating to proximity to single-family zoning;
- Added a parking exemption for the SunRunner 22nd Street S Overlay (TOD area);
- Amended applicability to exclude airport-impacted areas; and
- Added a non-conforming use provision.

In 2025, the Florida Legislature passed Senate Bill 1730, amending the “Live Local Act”. The purpose of the enclosed amendments to Chapter 17.5 is to bring our ordinance into conformance with these statutory changes. The proposed amendments to Chapter 17.5 include:

- Expands where projects shall be allowed, regardless of local zoning designation, by defining a commercial area as one which allows principal uses such as retail and office;
- Expands where projects may be allowed under F.S. § 166.04151(6), on parcels owned by a religious institution which contain a house of public worship;
- Expands FAR allowance to include lot coverage and allows further restrictions to height for projects with single-family zoning on two more sides, to a maximum 10-stories;
- Requires mixed-use projects to be at least 65% residential and allows up to 90%;
- Allows height restrictions on parcels in historic districts with contributing structures or on parcels with an individually listed structure and allows application of design regulations provided the review is administrative;
- Requires all demolition permits to be administratively approved; and
- Beginning 11/01/26, requires an Annual Report to be filed summarizing litigation and a list of projects proposed or approved, with associated project information.

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

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

None. There are no fees associated with an Affordable Housing Site Plan Application. Applicants will continue to be responsible for costs of public notification for any application which they file

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

There are no new fees or charges associated with this ordinance

- (c) **An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

There are staff hours related to processing Affordable Housing Site Plan Applications. There are no fees or charges to cover such costs.

- 3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

The City processed one (1) application in 2022, two (2) applications in 2023 related to three (3) properties, and one (1) application in 2024. There are approximately seven (7) applications in various stages of pre-application for 2025.

- 4. Additional information the governing body deems useful (if any):**

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CHAPTER 2025-172

Committee Substitute for Committee Substitute for Senate Bill No. 1730

An act relating to affordable housing; amending ss. 125.01055 and 166.04151, F.S.; authorizing the board of county commissioners and the governing board of a municipality, respectively, to approve the development of housing that is affordable, including mixed-use residential, on any parcel owned by religious institutions; requiring counties and municipalities to authorize multifamily and mixed-use residential as allowable uses in portions of flexibly zoned areas under certain circumstances; prohibiting counties and municipalities from imposing certain requirements on proposed multifamily developments; prohibiting counties and municipalities from requiring that more than a specified percentage of a mixed-use residential project be used for certain purposes; revising the density, floor area ratio, or height below which counties and municipalities may not restrict certain developments; defining the term “highest currently allowed, or allowed on July 1, 2023”; revising the definition of the term “floor area ratio”; authorizing counties and municipalities to restrict the height of proposed developments on certain parcels with structures or buildings listed in the National Register of Historic Places; requiring the administrative approval of certain proposed developments without further action by a quasi-judicial or administrative board or reviewing body under certain circumstances; defining the term “allowable density”; requiring the administrative approval of the demolition of an existing structure associated with a proposed development in certain circumstances; providing construction; authorizing counties and municipalities to administratively require that certain proposed developments comply with architectural design regulations under certain circumstances; requiring counties and municipalities to reduce parking requirements by a specified percentage for certain proposed developments under certain circumstances; authorizing counties and municipalities to allow adjacent parcels of land to be included within certain proposed developments; requiring a court to give priority to and render expeditious decisions in certain civil actions; requiring a court to award reasonable attorney fees and costs to a prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or costs; defining terms; revising applicability; prohibiting counties and municipalities from enforcing certain building moratoriums; providing an exception, subject to certain requirements; requiring the court to assess and award reasonable attorney fees and costs to the prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or costs; providing applicability; providing annual reporting requirements beginning on specified dates; authorizing applicants for certain proposed developments to notify the

county or municipality, as applicable, by a specified date of its intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit revised applications, written requests, and notices of intent to account for changes made by the act; creating s. 420.5098, F.S.; providing legislative findings and intent; defining terms; providing that it is the policy of the state to support housing for certain employees and to allow developers in receipt of certain tax credits and funds to create a specified preference for housing certain employees; requiring that such preference conform to certain requirements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 125.01055, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to that section, to read:

125.01055 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The county may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any unincorporated land in the county where residential development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the county's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A county may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any unincorporated land in the county where development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the county's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the county's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term “highest currently allowed” in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without and no further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body is required if the development satisfies the county’s land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this subparagraph, the term “allowable density” means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The county must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A county must, upon request of an applicant, reduce consider reducing parking requirements by 15 percent for a proposed development authorized under this subsection if the development;

a. Is located within one-quarter mile of a transit stop, as defined in the county’s land development code, and the transit stop is accessible from the development;

~~2.—A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

~~b.a.~~ Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or and

~~c.b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

~~2.3.~~ A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

~~3.4.~~ For purposes of this paragraph, the term “major transportation hub” means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a county may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a county for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed \$250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. “Commercial use” means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food

service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

~~(o)(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.
2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.
3. The Wekiva Study Area, as described in s. 369.316.
4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p)(4) This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a county may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A county may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the county shall prepare or cause to be prepared an assessment of the county’s need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the county’s website by the date the notice of proposed enactment is published, and presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the board of county commissioners. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 125.66(3).

(c) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed \$250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each county must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.
2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project’s size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 2. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 166.04151, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to that section, to read:

166.04151 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, amendment to a municipal charter, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The municipality may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road or body of water, including manmade lakes or ponds. For a proposed development located within a municipality within an area of critical state concern as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, the term "story" includes only the habitable space above the base flood elevation as designated by the Federal Emergency Management Agency in the most current Flood Insurance Rate Map. A story may not exceed 10 feet in height measured from finished floor to finished floor, including space for mechanical equipment. The highest story may not exceed 10 feet from finished floor to the top plate.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may restrict the height of the proposed

development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term “highest currently allowed” in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved ~~without and no further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body is required~~ if the development satisfies the municipality’s land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this paragraph, the term “allowable density” means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The municipality must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A municipality must, upon request of an applicant, reduce consider reducing parking requirements for a proposed development authorized under this subsection by 15 percent if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the municipality’s land development code, and the transit stop is accessible from the development;

~~2.~~ A municipality must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:

~~b.a.~~ Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or-

~~c.b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

~~2.3.~~ A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

~~3.4.~~ For purposes of this paragraph, the term “major transportation hub” means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a municipality may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a municipality for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed \$250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. “Commercial use” means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered

commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

~~(o)(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.
2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.
3. The Wekiva Study Area, as described in s. 369.316.
4. The Everglades Protection Area, as defined in s. 373.4592(2).

~~(p)(4)~~ This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a municipality may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A municipality may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the municipality shall prepare or cause to be prepared an assessment of the municipality's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the municipality's website by the date the notice of proposed enactment is published and must be presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the governing body of the municipality. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 166.041(4).

(c) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed \$250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each municipality must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 3. An applicant for a proposed development authorized under s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, who submitted an application, a written request, or a notice of intent to use such provisions to the county or municipality and which application, written request, or notice of intent has been received by the county or municipality, as applicable, before July 1, 2025, may notify the county or municipality by July 1, 2025, of its intent to proceed under the provisions of s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality, as applicable, shall allow an applicant who submitted such application, written request, or notice of intent before July 1, 2025, the opportunity to submit a revised application, written request, or notice of intent to account for the changes made by this act.

Section 4. Section 420.5098, Florida Statutes, is created to read:

420.5098 Public sector and hospital employer-sponsored housing policy.

(1) The Legislature finds that it is in the best interests of the state and the state's economy to provide affordable housing to state residents employed by hospitals, health care facilities, and governmental entities in order to attract and maintain the highest quality labor by incentivizing such employers to sponsor affordable housing opportunities. Section 42(g)(9)(B) of the Internal Revenue Code provides that a qualified low-income housing project does not fail to meet the general public use requirement solely because of occupancy restrictions or preferences that favor tenants who are members of a specified group under a state program or policy that supports housing for such specified group. Therefore, it is the intent of the Legislature to establish a policy that supports the development of affordable workforce housing for employees of hospitals, health care facilities, and governmental entities.

(2) For purposes of this section, the term:

(a) "Governmental entity" means any state, regional, county, local, or municipal governmental entity of this state, whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or political subdivision of the state; any public school, state university, or Florida College System institution; or any special district as defined in s. 189.012.

(b) "Health care facility" has the same meaning as provided in s. 159.27(16).

(c) "Hospital" means a hospital under chapter 155, a hospital district created pursuant to chapter 189, or a hospital licensed pursuant to chapter 395, including corporations not for profit that are qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and for-profit entities.

(3) It is the policy of the state to support housing for employees of hospitals, health care facilities, and governmental entities and to allow developers in receipt of federal low-income housing tax credits allocated pursuant to s. 420.5099, local or state funds, or other sources of funding available to finance the development of affordable housing to create a preference for housing for such employees. Such preference must conform to the requirements of s. 42(g)(9) of the Internal Revenue Code.

Section 5. This act shall take effect July 1, 2025.

Approved by the Governor June 23, 2025.

Filed in Office Secretary of State June 23, 2025.

The following page(s) contain the backup material for Agenda Item: Ordinance 142-HL an ordinance of the City of St. Petersburg, Florida, designating the Abby Upham House, located at 5297 Huntington Street Northeast, as a Local Historic Landmark and adding the property to the St. Petersburg Register of Historic Places pursuant to Section 16.30.070, City Code; and providing an effective date. {QUASI-JUDICIAL}

Please scroll down to view the backup material.





ST. PETERSBURG CITY COUNCIL
Meeting of December 11, 2025

- TO:** The Honorable Chair Copley Gerdes and Members of City Council
- SUBJECT:** Owner-initiated landmark designation for the Abby Upham House, located at 5297 Huntington Street Northeast. (City File 25-90300005)
- REQUEST:** Ordinance 142-HL, an Ordinance of the City of St. Petersburg, Florida, designating the Abby Upham House, located at 5297 Huntington Street Northeast, as a local historic landmark and adding the property to the St. Petersburg Register of Historic Places pursuant to section 16.30.070, City Code; and providing an effective date. (City File 25-90300005) [QUASI-JUDICIAL]
- BACKGROUND:** An analysis of the request is provided in the attached CPPC staff report.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On November 12, 2025, the Community Planning and Preservation Commission (CPPC) conducted a public hearing and voted 7-to-0 recommending approval of the application as submitted. The draft meeting minutes are attached.

Recommended City Council Action:

- 1) CONDUCT the second reading and quasi-judicial public hearing of the proposed ordinance; and
- 2) APPROVE the proposed Ordinance 142-HL

Attachments: Ordinance 142-HL, staff report to the CPPC with the designation application included, draft CPPC minutes.

ORDINANCE NO. 142-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE ABBY UPHAM HOUSE, LOCATED AT 5297 HUNTINGTON STREET NORTHEAST, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Abby Upham House meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the Abby Upham House meets the following criteria:

- A. Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
- C. It is identified with a person who significantly contributed to the development of the city, state or nation.
- E. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- F. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

SECTION 2. The City Council finds that the Abby Upham House meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

- (a) Location. The place where the historic property was constructed or the place where the historic event occurred;
- (b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
- (c) Setting. The physical environment of a historic property;
- (d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property;
- (e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory;
- (f) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time; and
- (g) Association. The direct link between an important historic event or person and a historic property.

SECTION 3. The Abby Upham House, located upon the following described property, is hereby designated as a local landmark, and shall be added to the St. Petersburg Register of Historic Places, a list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary
SHORE ACRES EDGEWATER SEC BLKS 7,8,9,10,11,12 & 16 BLK 8, LOTS 8 & 9 LYING
IN SEC 04-31-17

SECTION 4. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City, therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION 5. This ordinance, having been heard at a duly noticed quasi-judicial public hearing, shall become effective immediately upon its adoption.

Approved as to Form and Substance:


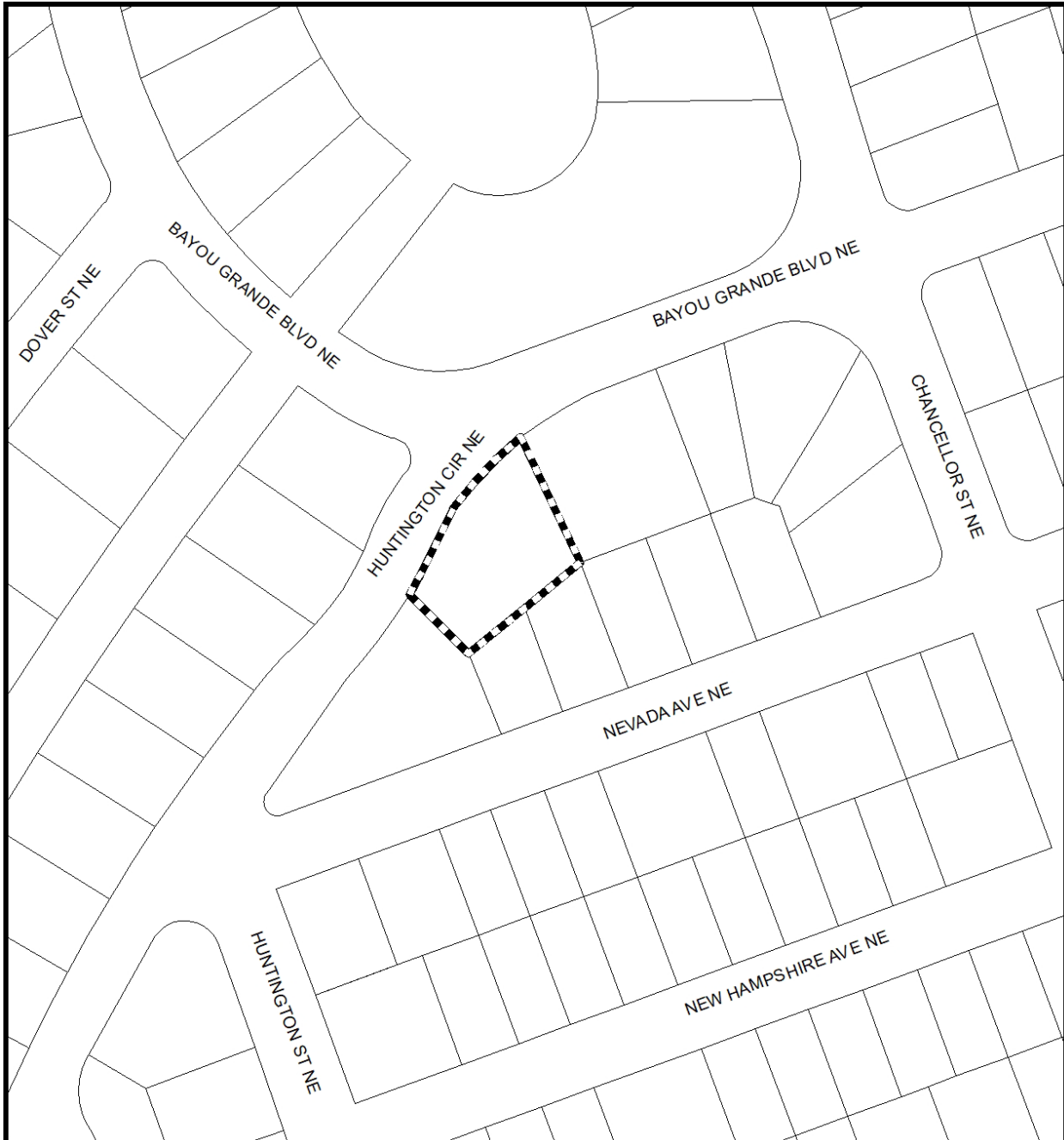
	
_____ City Attorney (or Designee)	Date
/s/ Derek S. Kilborn	11-14-25
_____ Planning Department	Date

Exhibit A



Community Planning and Preservation Commission

5297 Huntington St NE

AREA TO BE APPROVED,

SHOWN IN



CASE NUMBER

25-90300005



SCALE:
1" = 125'



THE CITY OF ST. PETERSBURG, FLORIDA
PLANNING DEPARTMENT
PLANNING AND HISTORIC PRESERVATION DIVISION

STAFF REPORT

Community Planning and Preservation Commission Request for Listing in the St. Petersburg Register of Historic Places

Report to the Community Planning and Preservation Commission from the Planning and Historic Preservation Division, Planning and Development Services Department, for Public Hearing and Executive Action scheduled for **Wednesday, November 12, 2025, beginning at 2:00 p.m.**, in Council Chambers of City Hall, 175 Fifth St. N., St. Petersburg, Florida. Everyone is encouraged to view the meetings on TV or online at <https://www.stpete.org/tv>.

According to the Planning Department records, no Community Planning & Preservation Commission member or his or her spouse has a direct or indirect ownership interest in real property located within 1,000 linear feet of real property contained within the application (measured by a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon announcement of the item.



Case Number:	25-90300005
Landmark Name:	Abby Upham House
Street Address:	5297 Huntington St NE
Parcel ID Number:	33-30-17-81274-008-0080
Legal Description:	SHORE ACRES EDGEWATER SEC BLKS 7,8,9,10,11,12 & 16 BLK 8, LOTS 8 & 9 LYING IN SEC 04-31-17
Owners:	KellyGene and Henry Hays
Request:	Owner-initiated designation of the Upham House as a Local Historic Landmark in the St. Petersburg Register of Historic Places.

Summary: Abby Upham House

Date of Construction:	1926
Period of Significance:	1926-1975
Architectural Style:	French Eclectic with elements of Foursquare and Mediterranean Revival
Architect and Builder:	Arthur Hanford, architect. Nathaniel Janeway Upham, builder.
Criteria for Landmark Eligibility:	A, C, E and F
Areas of Significance:	Community Planning and Development and Association
Retention of Historic Integrity:	Location, Design, Setting, Materials, Workmanship, Feeling, and Association

OVERVIEW AND BACKGROUND

The building permit for the house at 5297 Huntington St NE ("the subject property") was issued in October 1926. At the time of construction, the house was addressed as 1742 Nebraska Avenue Northeast. Over the decades, the property went through multiple address re-assignments, with the current address at 5297 Huntington Street Northeast.

The two-story structure was constructed in a mix of styles, but the proposed architectural style is French Eclectic with elements of Foursquare, Prairie, and Mediterranean Revival. The house was designed by Arthur Hanford and built by Nathaniel J. Upham for his sister, Abby Howell Janeway Upham. The approximately 99-year-old house and garage were built in the Edgewater Section of Shore Acres, a neighborhood platted and developed by Upham himself. Similar to many other neighborhoods in St. Petersburg, Shore Acres never met its potential during the 1920s land boom, with only a few parcels developed in the 1920s, mostly by Upham family members. Ultimately, the neighborhood became a financial success in the post-war year under the development of Nathaniel Upham's two sons.

The designation application was accompanied by a narrative regarding the original owners, the architect and builder, and the uniqueness of the structure. Staff has determined that the subject property is eligible for listing in the St. Petersburg Register of Historic Places. The applicant proposes listing under criteria A, C, E, and F. Staff finds that the subject property meets those criteria. The areas of significance are community planning and development, architecture and association.

STAFF FINDINGS

In St. Petersburg, eligibility for designation as a local historic landmark is determined based on evaluations of age, context, and integrity as found in Section 16.30.070.2.5(D) of the City Code. Under the age test, a property must have been constructed over 50 years prior to designation. Historic documentation demonstrates that the subject property was initially constructed approximately 99 years ago, surpassing the required 50-year threshold. Further, the subject property satisfies four Criteria for Significance and seven Criteria of Integrity. Staff, therefore, recommends **approval** of the application to designate the subject property to the St. Petersburg Register of Historic Places.

Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the evaluation to determine eligibility for the St. Petersburg Register of Historic Places examines a resource's historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based on the National Park Service's criteria for listing

in the National Register of Historic Places and are designed to assess resources' importance in a given historic context with objectivity and comprehensiveness.

In the case of the subject property, the applicant proposes listing under criteria A, C, E and F. Staff agrees with the proposed listing criteria. The applicant included the areas of significance to be community planning and development and association. The following table lists the St. Petersburg Register criteria of significance, highlighted in bold are the applicable criteria:

<i>Is at least one of the following criteria for eligibility met?</i>		
Yes	A	Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
No	B	Its location is the site of a significant local, state, or national event.
Yes	C	It is identified with a person who significantly contributed to the development of the city, state or nation.
No	D	It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the city, state, or nation.
Yes	E	Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
Yes	F	It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
No	G	Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
No	H	Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
No	I	It has contributed, or is likely to contribute, information important to the prehistory or history of the city, state, or nation.

Community planning and development

The subject property is an example of the first houses built in these 1920s subdivisions where the subdivisions never reached the original developer's vision due to the land bust and Great Depression in the late 1920s. While Shore Acres was ultimately developed and infilled in the post-World War II building boom by Nathaniel J. Upham's sons, the subject property and the handful of remaining 1920s houses in Shore Acres represent the original architectural vision Upham had for Shore Acres. One that would extend the grandeur of Snell Isle, rather than the one-story ranch homes that came to dominate Shore Acres development.

Architecture

The subject property is an architect designed two-story structure that was designed to be in the French Eclectic style. This is particularly apparent in the blueprints for the house, which depicted the property with a steeply pitched, hipped roof with a series of arched dormers that is highly characteristic of a French-inspired property (Figure 1). Ultimately, the steeply pitched roof with the series of dormers weren't constructed, and instead a lower pitched roof with a single, central dormer was constructed. This roof form is more commonly associated with Foursquare architecture, although the dormer and the front entrance facing the side elevation are highly unusual for that architectural style. The blueprints also depicted the

windows as eight and four-light casement windows, but the only original window left is a three-over-one, double hung, sash hung window. That would indicate that the rest of the house most likely had three-over-one windows as well, instead of the casement windows in the plans. Three-over-one, sash hung windows are more commonly associated with Foursquare architecture than the French Eclectic style. The arched windows on the west elevation are reminiscent of Mediterranean Revival architecture.

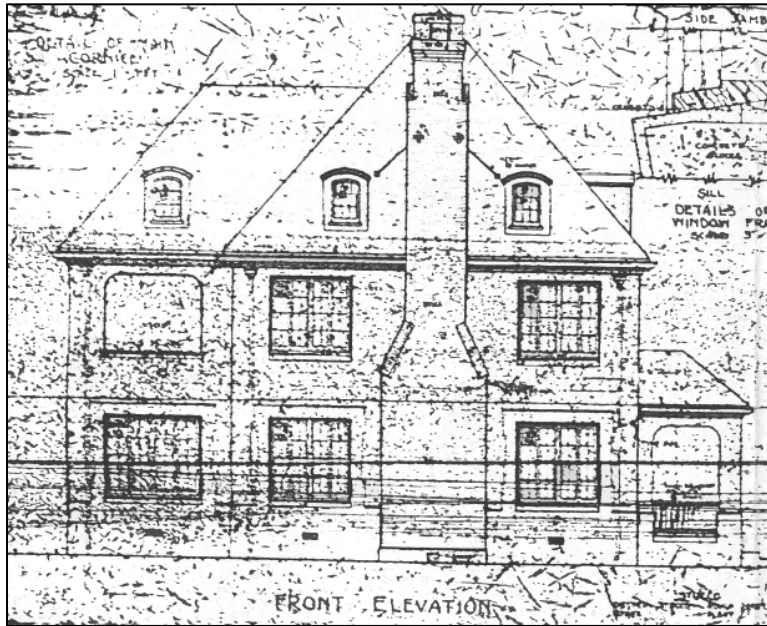


Figure 1: Blueprints of the house, provided by the owners. The French Eclectic Design was prominent due to the steeply pitched, hipped roof with arched dormers. The roof shape was ultimately constructed with a much lower pitch and only one arched dormer facing the side elevation.

Association-Developer

As discussed in the designation application, the house was constructed by Nathaniel J. Upham, a prominent developer and realtor in the St. Petersburg area until his death in 1942. He and his sons were prominent developers of Shore Acres and St. Pete Beach.

Historic Integrity

Under the second part of the two-part assessment of eligibility for designation as a historic landmark, the applicant proposes that the subject property retains integrity in seven of the seven given criteria, surpassing the requirement of one or more. Staff agrees with this assertion.

<i>Is at least one of the following factors of integrity met?</i>						
Location	Design	Setting	Materials	Workmanship	Feeling*	Association*
Yes	Yes	Yes	Yes	Yes	Yes	Yes

*Must be present in addition to at least one other factor.

The structures have undergone only a few significant alterations and as such the house appears much the same as it did when it was built. All windows and doors have been replaced, except the window in the dormer, some bay windows have been added, and a carport was added onto the side of the garage at some point. The main structure still retains much of its original features and design. The property did flood in Hurricane Helene, but the owners have repaired the structure, retaining the historic features, such as the original hardwood floors.

The property is in the same location as it was when it was constructed. While the immediate setting of the house has changed due to infill in the adjacent parcels and neighborhood as a whole, the overall setting of the Shore Acres neighborhood remains the same. The individual materials, elements and workmanship of the structure are common for this time period. The mix of styles is likely representative of an architect from the north that took elements of various popular architectural styles in the north like the French Eclectic style and combined them with the Foursquare and Mediterranean Revival style, which was popular in Florida at that time. The house and garage evoke a feeling of 1920s development.

Primary Character-Defining Historic Features

Future exterior alterations to the property will be subject to Certificate of Appropriateness review. The following list does not define all significant features of the subject property but is intended to identify the most distinct elements of this designation:

- Two-story, rectangular plan structure,
- Small hipped roof projection over the entry door side elevation,
- Prominent brick chimney on front facade,
- Concrete window sills and raised stucco window and door surround on first floor,
- Stucco cladding over concrete walls,
- Asphalt shingle roof with eave overhang,
- Paired windows throughout the house and the arched windows on the west elevation, including the original, double hung, arched, three-over-one window in the dormer,
- Interior elements include the wood floors, light fixtures, brick fireplace, and wood staircase, and
- The single-story garage with hipped, asphalt shingle roof.



Figure 2: Historic garage with non-contributing carport.



Figure 3: Prominent front chimney.



Figure 4: Original three-over-one arched windows in dormer.

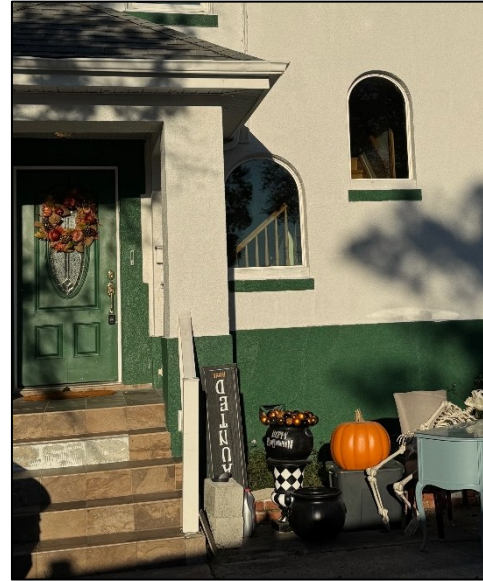


Figure 5: Arched windows on side elevation.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

The proposed local landmark designation was submitted by the current homeowners KellyGene and Henry Hayes. This designation is owner-initiated.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, some relief from the requirements of the Florida Building Code and FEMA regulations, and tax incentives, such as the local ad valorem tax exemption. The designation of historic landmarks protects and enhances the St. Petersburg's historic character, fulfills the City's goals as a Certified Local Government in Historic Preservation, and reinforces a strong sense of place.

CONSISTENCY WITH ST. PETERSBURG'S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN

The proposed local historic landmark designation is consistent with the City's Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

Objective LU10: The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

Policy LU10.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria, the Historic and Archaeological Preservation Overlay section of the Land Development Regulations and Comprehensive Plan policies.

RECOMMENDATION

Based on a determination of general consistency with Section 16.30.070.2.5(D) and the submitted designation application, staff recommends **APPROVAL** of the request to designate the Abby Upham House located at 5297 Huntington Street NE, as a local historic landmark, thereby referring the application to City Council for first and second reading and public hearing.

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Report Prepared By:



November 3, 2025

Kelly Perkins, Historic Preservationist II
Planning and Historic Preservation Division
Planning Department

Date

Report Approved By:



11/04/25

Derek S. Kilborn, Director
Planning Department

Date

Appendix A
Application for Local Historic Landmark Designation



Local Landmark Designation Application

Type of property nominated (for staff use only)

- building structure site object
 historic district multiple resource

1. NAME AND LOCATION OF PROPERTY

historic name _____
other names/site number _____
address _____
historic address _____

2. PROPERTY OWNER(S) NAME AND ADDRESS

name _____
street and number _____
city or town _____ state _____ zip code _____
phone number (h) _____ (w) _____ e-mail _____

3. NOMINATION PREPARED BY

name/title _____
organization _____
street and number _____
city or town _____ state _____ zip code _____
phone number (h) _____ (w) _____ e-mail _____
date prepared _____ signature _____

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

5. GEOGRAPHIC DATA

acreage of property _____
property identification number 33-30-17-81274-008-0080

Name of Property

6. FUNCTION OR USE

Historic Functions

Current Functions

7. DESCRIPTION

Architectural Classification

(See Appendix A for list)

Materials

Narrative Description

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

<u>Contributing</u>	<u>Noncontributing</u>	<u>Resource Type</u>	Contributing resources previously listed on the National Register or Local Register
_____	_____	Buildings	_____
_____	_____	Sites	_____
_____	_____	Structures	_____
_____	_____	Objects	Number of multiple property listings
_____	_____	Total	_____

Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance

(mark one or more boxes for the appropriate criteria)

- Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- Its location is the site of a significant local, state, or national event.
- It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance

(see Attachment B for detailed list of categories)

Period of Significance

Significant Dates (date constructed & altered)

Significant Person(s)

Cultural Affiliation/Historic Period

Builder

Architect

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criterial and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

St. Petersburg Local Landmark Designation Application

Name of property _____

Continuation Section

Page _____

BOUNDARY DESCRIPTION AND JUSTIFICATION

The boundary consists of the property and one structure historically associated with 5297 Huntington St NE

Boundary Description

The primary and accessory structures are located on the parcel described as Lots 8 and 9, Block 8, of Shore Acres Edgewater Section, Blocks 7 through 12 and 16, according to the Public Records of Pinellas County, Florida. Parcel Number: 33-30-17-81274-008-0080.

The property, 5297 Huntington Street NE, is situated near the intersection of Huntington Street NE and Chancellor Street NE, and fronts Huntington Street NE.

Boundary Justification

The boundary consists of the property currently owned and historically associated with Parcel Number: 33-30-17-81274-008-0080.

PHYSICAL DESCRIPTION

Setting

The Huntington Home, located at 5297 Huntington Street NE, is situated in the Shore Acres neighborhood of St. Petersburg, Florida. The property sits on Lots 8 and 9, Block 8, near the intersection of Huntington Street NE and Chancellor Street NE, in a residential area characterized by single-family homes, some of which date to the original 1920s development of the neighborhood. The surrounding neighborhoods reflects a mix of historic and mid-century residential construction, with more recent infill development scattered throughout.

Constructed in 1928, the Huntington Home is a two-story Colonial Revival and Mediterranean Revival style residence designed by architect Arthur Hanford and built by Nathaniel Janeway Upham for his sister, Abigail Janeway Upham. The house is one of the first four homes constructed in Shore Acres, a residential subdivision platted and developed by Upham himself in the 1920s. The home has retained a high degree of architectural integrity and remains on its original site.



(An aerial photo of Shore Acres, circa 1926, shows Niel W. Upham's home at 4001 Alabama Avenue in the center)

The structure reflects the vernacular architectural design common in Florida during the late 1920s, with subtle influences from both Colonial Revival and Mediterranean Revival styles. It features a stucco exterior, a symmetrical two-story form, and a medium-pitched hipped roof. The front façade, which faces Huntington Street, is defined by its simple massing, grouped arched windows on the first floor, and a modest, gabled entry porch. The home retains original architectural details, including wood-framed windows and period-appropriate materials, contributing to its historical character.



Originally addressed as 1742 Nebraska Avenue, the home's street designation was changed to 1742 Bayou Grande Boulevard NE by 1961, and finally to its current address, 5297 Huntington Street NE, by 1982, reflecting the evolution of the Shore Acres street grid and city-wide renumbering efforts.

Abigail Upham, the original resident, lived in the home from its completion in 1928 through the late 1950s. During her residency, she is known to have either worked at or operated a bookstore located at 249 1st Avenue North in downtown St. Petersburg.

The Huntington Home remains a significant architectural and historical resource in the Shore Acres subdivision due to its early construction date, strong architectural character, and direct association with the original developer of the area and other Pinellas Country areas such as Upham Beach.

While not currently located within a designated local or national historic district, the Huntington Home contributes to the early architectural and developmental history of northeast St. Petersburg and serves as a tangible link to the area's 1920s suburban expansion.

Shore Acres Neighborhood

The property is located within the Shore Acres neighborhood, a waterfront residential community situated on a series of dredged and filled islands northeast of downtown St. Petersburg. Shore Acres is bordered to the west by Snell Isle and to the southwest by the Historic Old Northeast, both of which served as early residential developments that paved the way for suburban expansion in the 1920s.

Originally promoted as an upscale enclave with scenic views of Tampa Bay, Shore Acres was formally platted in the 1920s and developed by Nathaniel Janeway Upham, who envisioned the neighborhood as an extension of the residential prestige established in nearby Snell Isle. The layout of Shore Acres features a curvilinear street plan, in contrast to the traditional grid system found in Old Northeast, with many homes oriented toward canals and bayfront lots. The neighborhood contains a mix of early 20th-century homes and mid-century infill, with architectural styles ranging from Mediterranean and Colonial Revival to post-war ranch houses.

While Shore Acres was not part of the initial downtown development boom, its evolution was closely tied to the success and expansion of Old Northeast and Snell Isle, both of which helped establish northeast St. Petersburg as a desirable residential corridor throughout the 20th century.



(Shore Acres trolley and club house, circa 1926)

Architectural Description

Constructed in 1928, the Huntington Home stands as one of the earliest residences in the Shore Acres subdivision and reflects the careful planning and vision of its builder and developer, Nathaniel Janeway Upham. Designed by architect Arthur Hanford for Upham's sister, Abigail Janeway Upham, the home likely received notice in local press, including the *St. Petersburg Times*, which often ran announcements and illustrated features on notable new residences during the height of the Florida Land Boom.

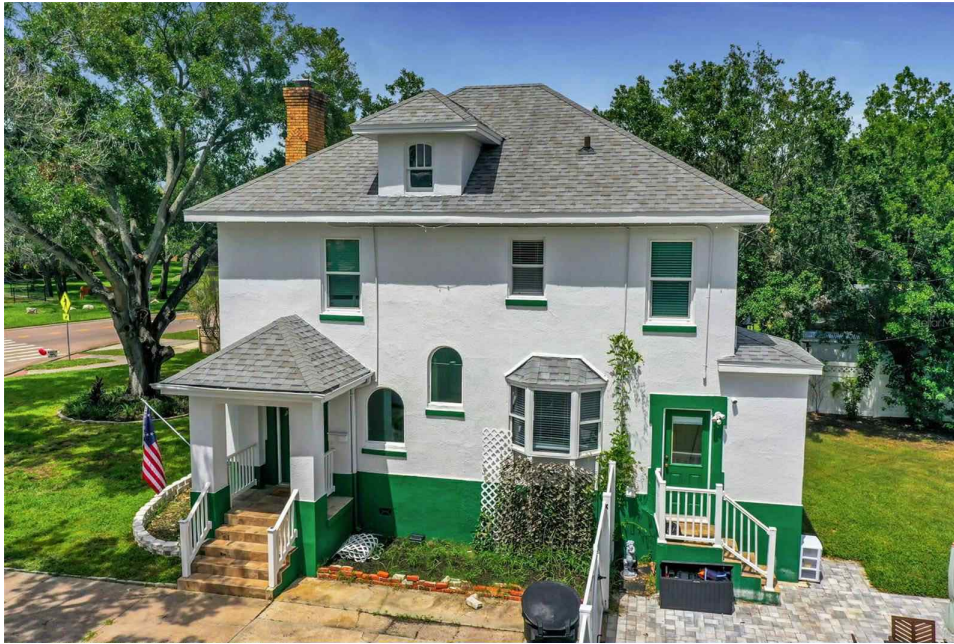
While not an academic example of a single architectural style, the Huntington Home is a sophisticated example of 1920s Florida vernacular residential architecture blending Colonial Revival massing with Mediterranean Revival flourishes. The home's stucco exterior and grouped arched windows suggest Mediterranean influence, while its symmetrical two-story block form, medium-pitched hipped roof, and classical entry porch are rooted in Colonial Revival design. The smooth wall planes are punctuated by wood-framed windows — double-hung sashes on the upper levels and fixed multi-light groupings on the main floor — retaining much of their original configuration and proportion.



The primary façade facing Huntington Street is defined by a central entry bay capped with a modest gabled porch supported by square posts. The porch roof features simple molded eaves in keeping with the restrained detailing of the Colonial Revival tradition. The first-floor fenestration includes a charming bay window and a trio of arched windows that introduce a touch of Mediterranean romanticism to the otherwise straightforward façade.

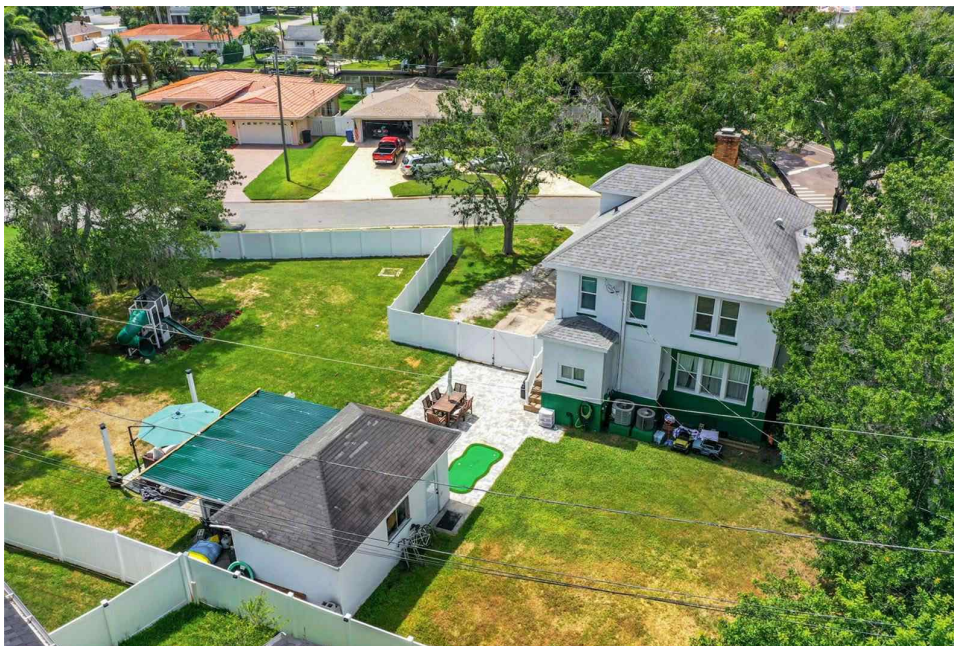
The home's most striking feature is its full-height exterior chimney in variegated buff brick, centered on the side elevation and acting as a vertical counterpoint to the home's horizontal roofline. This detail, both decorative and functional, is unusual in St. Petersburg homes of this period and further distinguishes the Huntington Home from its contemporaries.

The hipped roof, now clad in asphalt shingles, retains its original pitch and overhanging eaves. A small hipped dormer with a single sash window adds a note of visual interest to the roofline, marking the center axis of the house and reinforcing its balanced design.



The property also includes a detached one-story garage, likely original to the site, constructed of stucco to match the main residence.

Although later repainting has introduced the current green-and-white color scheme, the home's original architectural form, fenestration, and detailing remain intact. Together, these features convey the property's historic character and its role as one of the foundational homes of Shore Acres, designed with a careful blend of revivalist influences that were fashionable during St. Petersburg's most ambitious period of suburban expansion.



Interior Features

The interior of the Huntington Home retains a number of original design elements and period finishes from its construction in 1928, reflecting the craftsmanship and stylistic preferences of the late 1920s. The primary living spaces feature original narrow-plank wood flooring, which remains in excellent condition and provides visual continuity throughout the first floor. The living room is anchored by a substantial brick fireplace framed with a wood mantel and built-in bookcases on either side, an arrangement typical of the era that blends utility with architectural ornament.

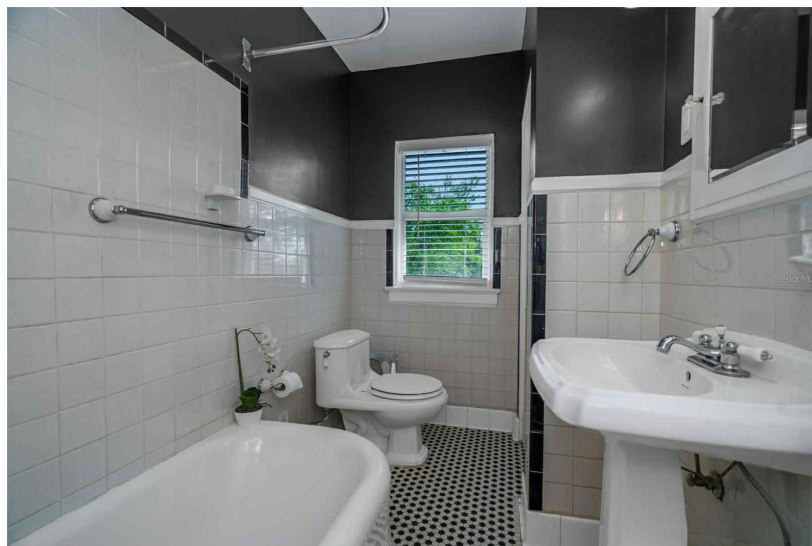


Original wall sconces remain in place in key rooms, complementing the home's lighting scheme alongside period crystal chandeliers that illuminate the formal dining area. These fixtures provide a sense of continuity with the home's historic character and craftsmanship.



The dining room features its original configuration, with crown molding, tall baseboards, and windows designed to maximize daylight. While the original baseboards and interior wood doors were lost in the aftermath of Hurricane Helene in 2024, sympathetic replacements were installed that follow the proportions and profiles of the originals, maintaining the integrity of the home's architectural character.

In the bathrooms, original black-and-white mosaic tile flooring remains intact, along with period pedestal sinks and ceramic tile wainscoting, evoking the refined yet practical finishes common in upper-middle-class homes of the period. The presence of these preserved elements, combined with high ceilings, wood trim, and traditional floor plans, contributes to the home's ability to convey its 1920s heritage despite necessary repairs and modernization over time.



Period of Significance

The Huntington Home period of significance is between 1928 - 1960, under the theme of Community Planning and Development, and for its Direct Association with Nathaniel Janeway Upham, founder of Shore Acres and a key figure in St. Petersburg's growth during the Florida Land Boom and its aftermath.

Upham's work transformed the city through large-scale coastal development projects that used dredge-and-fill land reclamation, curvilinear street layouts, and waterfront-oriented residential planning, aligning with broader early 20th-century Florida trends.

One of the first four homes built in Shore Acres and a personal commission to architect Arthur Hanford for Upham's sister, Abigail, the property reflects the initial phase of the neighborhood's development and Upham's vision to extend the prestige of nearby Snell Isle and Old Northeast.

Period of Significance

Under the second part of the two-part assessment of eligibility for designation, the Huntington Home retains all seven aspects of historic integrity, exceeding the minimum requirement of one or more.

- **Location – Yes:** The home remains on its original site at 5297 Huntington Street NE, within the Shore Acres subdivision where it was constructed in 1928.
- **Design – Yes:** The building retains its original two-story massing, hipped roof form, fenestration patterns, and architectural detailing, including its distinctive brick chimney, grouped arched windows, and bay window.
- **Setting – Yes:** The property maintains its residential setting within Shore Acres, surrounded by single-family homes, reflecting the neighborhood’s original suburban character.
- **Materials – Yes:** The Huntington Home retains its original stucco exterior finish, variegated brick chimney, and original roofline configuration. Where repairs were necessary following Hurricane Helene (2024), replacement elements such as trim and baseboards were completed in-kind to match the original appearance and materials.
- **Workmanship – Yes:** The home demonstrates the exterior craftsmanship of the late 1920s in its precisely laid stucco, carefully detailed arched window openings, masonry chimney construction, and classical gabled entry porch. These details reflect the skill of the builders and the architectural vision of combining Colonial Revival symmetry with Mediterranean-influenced elements.
- **Feeling – Yes:** The property conveys the aesthetic and atmosphere of a 1920s upper-middle-class suburban residence in St. Petersburg, consistent with the vision of Shore Acres’ early development.
- **Association – Yes:** The home maintains a clear and direct connection to its historic association with Nathaniel Janeway Upham, founder of Shore Acres, and its role as one of the first residences in the subdivision, as well as its connection to the Upham family.

HISTORICAL CONTEXT

Historical Context: Migration and Development of St. Petersburg

During the early 20th century, St. Petersburg experienced one of the most dramatic population and development booms in Florida. In 1900, the city’s population was under 5,000; by 1920, it had climbed to over 14,000, and during the Florida Land Boom of the mid-1920s, thousands of new residents and seasonal visitors arrived each year. By 1940, the population exceeded 60,000, and by 1950 it had reached nearly 97,000. This rapid growth was fueled by aggressive marketing as a winter resort, improved transportation infrastructure—including the completion of the Gandy Bridge in 1924, which created the first direct automobile connection to Tampa—and an influx of investors seeking to capitalize on Florida’s soaring land values. The city’s leaders and developers positioned St. Petersburg as a national destination for both seasonal tourism and year-round residence, spurring large-scale suburban planning projects that reshaped the city’s coastal landscape.



(1920s real estate billboard announcing that Shore Acres lots were “SOLD OUT.” Ivan B. Mackey Co., Realtors)

It was in this period of exuberance that Nathaniel Janeway Upham, a prominent developer, civic leader, and former president of the National Association of REALTORS®, acquired a large tract of low-lying land northeast of the established Old Northeast neighborhood and Snell Isle. In 1923, he formally platted Shore Acres as an ambitious waterfront community connected to downtown by a causeway system. The plan featured dredge-and-fill reclamation of marshland and mangrove shoreline to create solid ground for residential construction. Like Snell Isle, the neighborhood’s design emphasized curvilinear streets, scenic waterfront lots, and landscaping intended to create a park-like setting. Shore Acres was marketed as an exclusive enclave, a natural extension of the prestige already associated with Snell Isle and Old Northeast.

Why Shore Acres Never Became What Was Planned

Despite Upham’s vision, Shore Acres failed to achieve its intended early success for several reasons. The collapse of the Florida real estate boom in late 1926, followed by the devastating 1929 stock market crash and the onset of the Great Depression, halted large-scale construction throughout the region. Many platted lots sat vacant for decades, and improvements such as a direct causeway shortcut to Tampa—intended to make Shore Acres more accessible—were never completed. Development slowed to a trickle, leaving Shore Acres only partially built when Upham died in 1934.

World War II further delayed residential growth, as building materials were rationed and labor redirected toward the war effort. By the war’s end, Shore Acres was still sparsely developed compared to its neighboring districts. Post-war prosperity and returning veterans created a renewed housing demand in the late 1940s and 1950s, but by then the market for luxury waterfront development had shifted toward other parts of the city.

Growth Through the 1950s, 1960s, and 1980s

In the 1950s and 1960s, Shore Acres finally began to fill in, not with the Mediterranean Revival-style luxury homes of its original 1920s marketing materials, but with more modest mid-century ranch houses, Masonry Vernacular residences, and functional suburban dwellings suited to the needs of middle-class families. While waterfront parcels did attract larger homes, much of the inland portion of Shore Acres reflected post-war architectural trends rather than the revivalist styles envisioned by Upham.

By the 1970s and 1980s, the neighborhood was largely built-out. New construction tended toward contemporary suburban styles, and infill replaced many of the remaining empty lots. During this period, Shore Acres gained a reputation as a desirable residential neighborhood for families, due to its relative affordability compared to Snell Isle and Old Northeast, its waterfront access, and its proximity to downtown.

Shore Acres Today

Today, Shore Acres remains one of northeast St. Petersburg's most recognizable neighborhoods. The mix of architectural eras—1920s revivalist homes, mid-century ranch houses, and more recent contemporary waterfront properties—reflects its long and uneven development history. While it never became the grand, luxury-only waterfront district originally envisioned by Nathaniel Upham, it has matured into a stable and sought-after community. Many early homes, such as the Huntington Home, stand as rare surviving examples of the original Shore Acres vision, providing tangible links to the 1920s land boom and the formative era of St. Petersburg's suburban expansion.

The Upham Family: A Legacy in Land and Vision

The story of the Huntington Home is deeply intertwined with the story of the Upham family, one of St. Petersburg's most influential real estate dynasties of the early to mid-20th century.



At the center was Nathaniel Janeway Upham (1865–1942), a man whose career bridged two booming American frontiers—first in Duluth, Minnesota, and later in Florida's west coast paradise. In Duluth, Upham established himself as a respected real estate developer, civic leader, and national figure in his profession. His stature was affirmed in 1922 when he served as President of the National Association of REALTORS®, representing the interests of real estate professionals across the nation.

By the early 1920s, Upham saw extraordinary potential in St. Petersburg. The city was on the rise, buoyed by the newly completed Gandy Bridge and the feverish optimism of the Florida Land Boom. In 1923, he acquired a vast tract of marshland northeast of the Old Northeast and Snell Isle neighborhoods. This land would become Shore Acres, his boldest project in Florida—a master-planned waterfront community built through extensive dredge-and-fill reclamation. Upham envisioned curving streets, scenic waterfront lots, and landscaped boulevards that would extend the prestige of Snell Isle further into Tampa Bay.

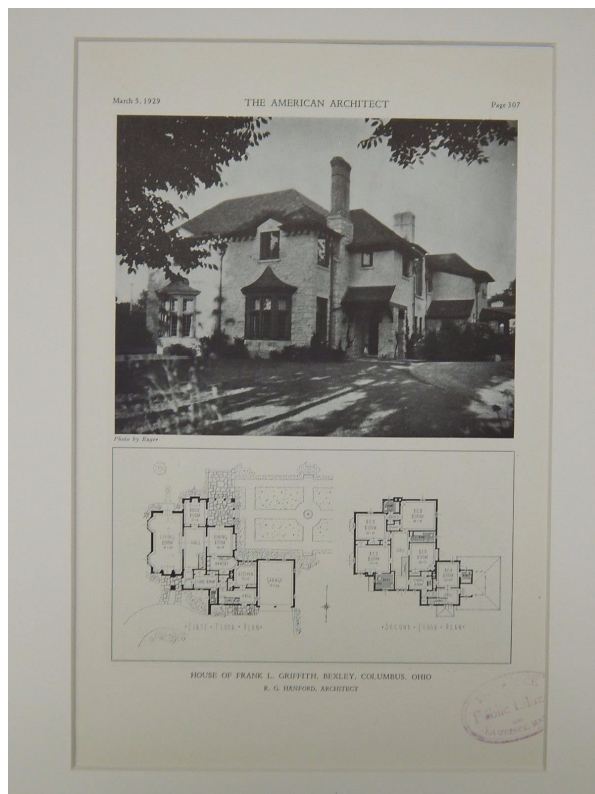
The Huntington Home, built in 1928 for Nathaniel's sister Abigail Janeway Upham, was one of the first four houses completed in Shore Acres and embodied the family's aspirations for the neighborhood. But history had other plans. The land boom collapsed in 1926, followed by the Great Depression and Nathaniel's death in 1942, leaving Shore Acres only partially realized.



The Upham legacy did not end there. Nathaniel's sons, Nathaniel "Niel" Woodbridge Upham (1899–1959) and William "Bill" Woodbridge Upham (1901–1993), carried their father's vision into the postwar era. Niel worked to guide Shore Acres toward gradual build-out, while Bill became a pioneer of coastal community development, earning recognition as the father of St. Petersburg Beach. Together, they expanded the family's influence across Pinellas County, shaping not only neighborhoods but also the civic and economic life of the region.

Today, Shore Acres stands as a testament to the Upham family's ambition and resilience. Though the neighborhood never fully matched Nathaniel's grand 1920s vision, it evolved into a vibrant waterfront community whose foundations were laid by a family that believed deeply in the promise of St. Petersburg's future. The Huntington Home, with its strong architectural integrity and intimate link to the family, remains one of the most tangible reminders of the Uphams' role in shaping the city's coastal landscape.

Architect: Arthur Hanford



Arthur Hanford’s architectural legacy is anchored in Duluth, Minnesota, where he practiced major residential and civic work for four decades. He appears to have extended his design reach to Florida during the boom years, evidenced by the Huntington Home commission. His work reflects a mastery of 1920s revivalist styles, blending Colonial and Mediterranean idioms into refined suburban residences.

(Example of R. G. Hanford’s national-level professional visibility: the 1929 stone and brick house for Frank L. Griffith, featured in **The American Architect** magazine. It showcases stylistic similarities—symmetry, stucco surfaces, and formal balance—to his later Florida works.)

Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the two-part test to determine eligibility for listing in the St. Petersburg Register of Historic Places evaluates a property’s historic significance in relation to nine established criteria. To qualify for designation as an individual landmark or as a contributing property within a historic district, a resource must meet one or more of these criteria.

These standards are adapted from the National Park Service’s Criteria for Evaluation used for listing in the National Register of Historic Places and are intended to assess a property’s importance within its historic context with both objectivity and comprehensiveness. For the Huntington Home, these criteria provide a framework for understanding its architectural integrity, its association with significant persons, and its role in the community planning and development history of St. Petersburg.

A, C, E & F

Criterion A – Association with Events

Built in 1928, one of the first four houses in Shore Acres, the Huntington Home reflects St. Petersburg’s Florida Land Boom-era suburban expansion and early waterfront community planning.

Criterion C – Association with Significant Persons

Linked to developer Nathaniel Janeway Upham—1922 President of the National Association of REALTORS®—and his sister Abigail, the home is tied to figures central to the city’s growth.

Criterion E – Distinctive Quality

As one of the earliest and best-preserved homes in Shore Acres, it illustrates the subdivision’s formative phase despite later varied development.

Criterion F – Distinctive Characteristics of a Type, Period, or Method of Construction

Exemplifies late-1920s vernacular revivalist design, blending Colonial Revival symmetry with Mediterranean-influenced elements, and retains its original architectural form and features.

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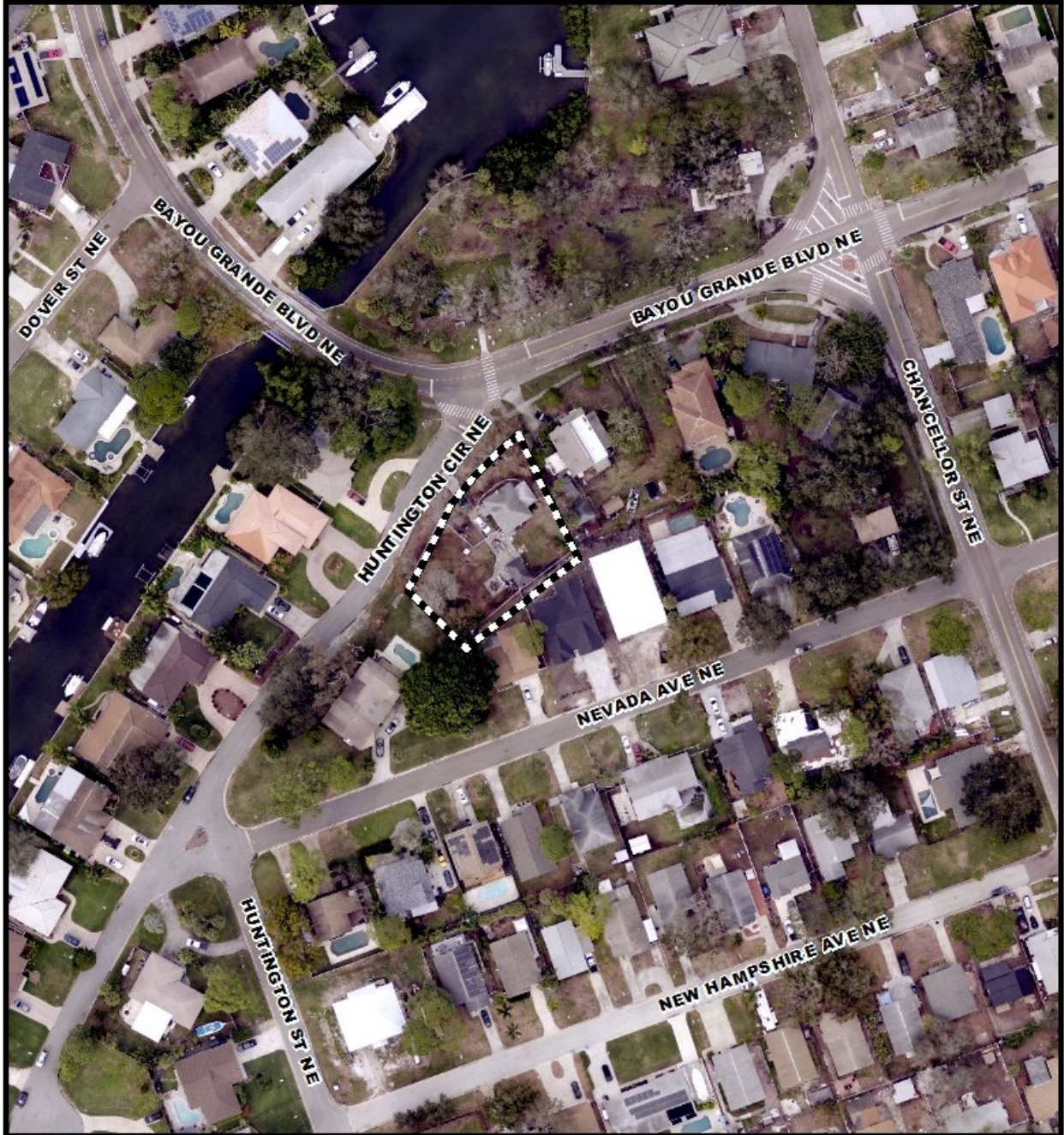
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Appendix B
Maps of Subject Property



Community Planning and Preservation Commission

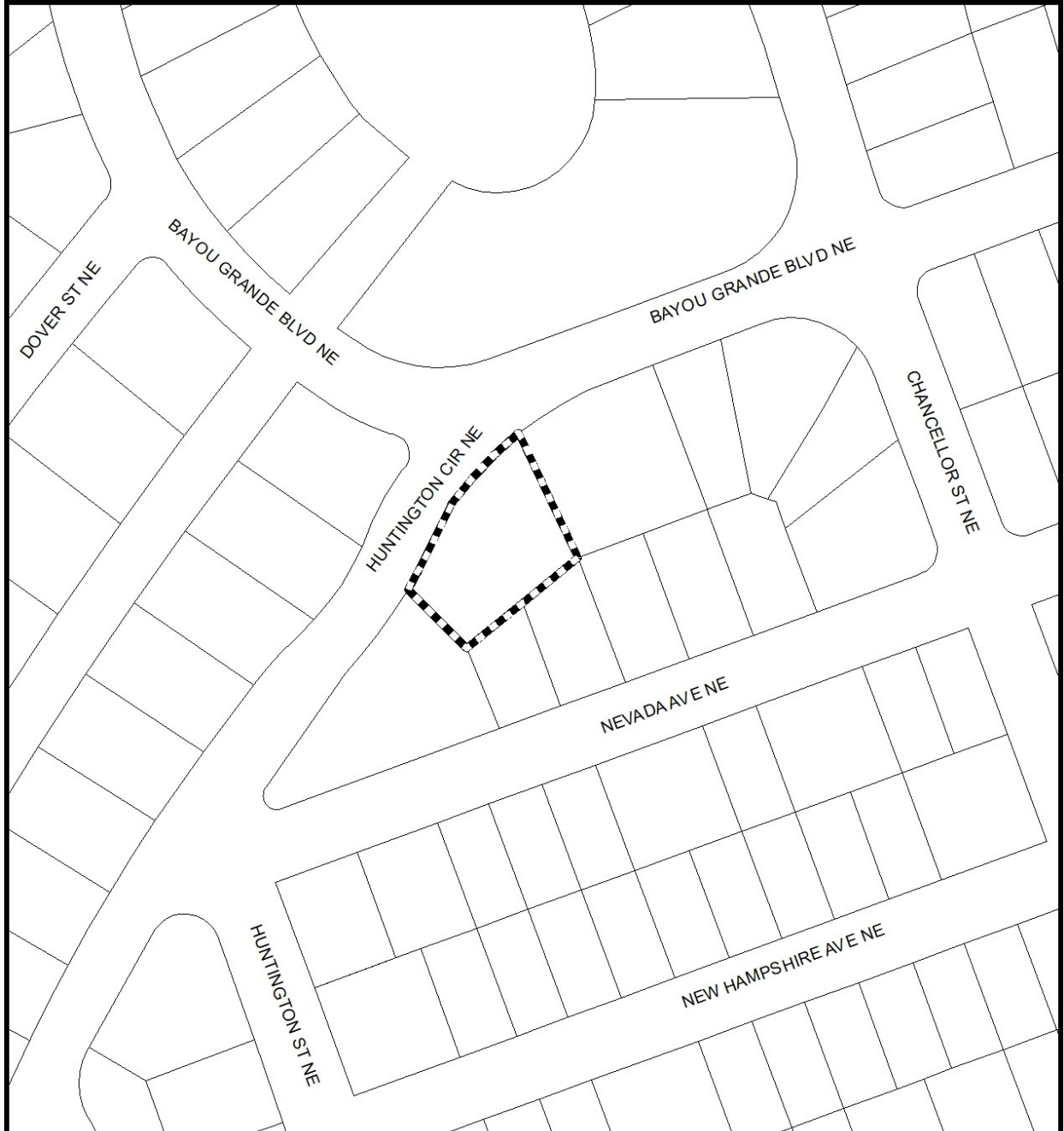
5297 Huntington St NE

**AREA TO BE APPROVED,
SHOWN IN** 

**CASE NUMBER
25-90300005**



SCALE:
1" = 125'



Community Planning and Preservation Commission

5297 Huntington St NE

**AREA TO BE APPROVED,
SHOWN IN** 

**CASE NUMBER
25-90300005**



SCALE:
1" = 125'



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

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

**November 12, 2025
Wednesday
2:02 P.M.**

DRAFT VERBATIM MINUTES

Present:

Shannon Nelson, Chair
Robert “Bob” Jeffrey, Vice-Chair
Joseph Magnello (*arrived at 2:41 p.m.*)
Abel Carrasco
Treva Davis
Monica Drake, 1st Alternate
Lisa Wannemacher, 2nd Alternate
Dr. William “Will” Michaels, 3rd Alternate

Commissioners Absent:

Ashley Marbet
Vacant seat

Staff Present:

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

The public hearing was called to order at 2:02 p.m., a quorum was present.

- A. OPENING REMARKS OF CHAIR**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE AND SWEARING IN OF WITNESSES**
- D. MINUTES** (Approval of October 14, 2025, Meeting Minutes)

The minutes from the October 14, 2025, meeting were approved unanimously.

E. PUBLIC COMMENTS

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

F. CONTINUANCE

1. **City File: 25-90200064 | 100 23rd Avenue Northeast** - The applicant requested to defer this item to the December 2025 CPPC Public Hearing. The CPPC approved the request by a unanimous vote of 6 to 0.

Motion: Commissioner Wannemacher moved to grant the continuance of City File: 25-90200064 to the December CPPC Public Hearing at the request of the applicant.
Commissioner Davis seconded the motion.

YES – 6 – Carrasco, Davis, Nelson, Drake, Wannemacher, Michaels.

NO – 0 – None.

Absent: Marbet, Magnello

Conflicts: Jeffrey.

F. QUASI-JUDICIAL

AGENDA ITEM F.3 CITY FILE NO.: 25-90300005

City Staff: Kelly Perkins

history@stpete.org

Request: Owner-initiated designation of the Upham House as a Local Historic Landmark in the St. Petersburg Register of Historic Places [Quasi-Judicial].

Owners: Kelly Gene and Henry Hays

Address: 5297 Huntington Street Northeast

Parcel ID No.: 33-30-17-81274-008-0080

Legal Description: SHORE ACRES EDGEWATER SEC BLKS 7,8,9,10,11,12 & 16 BLK 8, LOTS 8 & 9 LYING IN SEC 04-31-17

Zoning: Neighborhood Suburban (NS-1)

CPPC Conflict: None

Council District: District 3 | Council Member Mike Harting

City Staff Presentation:

Kelly Perkins gave a PowerPoint presentation based on the Staff Report.

Kelly Perkins: Alright, good afternoon. Kelly Perkins, as was stated, yes, we're here for a Local Landmark Designation for the Abbey Upham house, and we received no public comments. So, the subject property is located in the Edgewater section of the Shore Acres neighborhood. The...this is the house here; it was built in 1926 according to the building permit. There is a...also a one-story garage on the property that appears to be of the same era. And here's another image of the property. It appears to be, according to, you know, staff's opinion, sort of a French Eclectic style and design, which is a very unusual style for this area. It does incorporate other sort of vernacular elements, or other elements of architectural styles of the 1920s.

It was built by Nathaniel J. Upham, who was a realtor and developer, who is from Duluth, Minnesota. Up in Minnesota he initiated a Great Lakes Waterway Movement, which was connecting Duluth into all the Great Lakes connectors up through the Northeast. He moved to St. Pete in 1919, and Shore Acres was sort of his big development that was sort of dredged and filled this area and was going to sort of rival Snell Isle in this sort of grand and opulent manner. Unfortunately, like many other developments in the 1920s in St. Petersburg, Shore Acres never met that vision due to the land bust, and then, as the Great Depression. He also was very pivotal in developing St. Pete Beach with his two sons. And so, on the top left are some photographs of houses that were being built in Shore Acres in 1926 and then on the bottom right is an aerial that's of the intersection of Cheyenne and Alabama Avenue. Actually, three of the four houses in that image are still there. And I'm pretty sure the house on the bottom right of the houses being built is the same house as the bottom right of that aerial photo, because it looks exactly the same. And there's a photograph of Nathaniel J. Upham. Many of his family members moved into this neighborhood, including his sister, Abby Hal Janeway Upham, and so he had brought down an architect from Duluth named Arthur Hanford to kind of build some of his houses in St. Petersburg, and he drew the plans. On the top is the blueprints for the house. So, here you can kind of see more of that French Eclectic style with that really prominent reform with the dormers. I'm not sure exactly what happened, but that prominent reform wasn't built a more standard hip roof was built maybe, maybe due to the lack of snowfall in this area. It's all speculation on staff's part, but you can see he kind of, he was the self-taught architect in the Duluth area, and he built a lot of like, grand homes in the 1920s of different architectural styles. So, staff reviewed the criteria for eligibility and found that it meets A, C, E and F, and that the criteria for eligibility is the Community Planning and Development its architecture and its association with the prominent developer of Nathaniel J. Upham. It meets all seven factors of integrity. And then here are the list of character-defining features. These were included in the staff report. Probably one of the largest is that prominent brick central chimney that's on the front façade. It's very interesting, this house was designed...the entrance is not face the front. It actually faces the side of the house. And really this chimney is kind of like the cornerstone of the house's design. It's very ornate and interesting chimney. Also a difference from the plans. The plan showed a lot of sort of 8-light casement windows, but the one historic window left is in the one dormer that faces the side elevation, and it's a 3 over 1, which is a very standard window style found in St. Petersburg in the 1920s. Our recommendation is approval of the request to designate the Abby Upham House at 5297 Huntington Street Northeast and referring the application to City Council for First and Second Reading and Public Hearing. That is the end of my presentation. Thank you.

Madam Chair Nelson: Thank you so much. Does the applicant have a presentation?

Henry Hayes: Henry Hayes here, my wife Kelly as well. I'll keep my comments brief.

Madam Chair Nelson: Do you mind just stating your address really quickly?

Henry Hayes: Sure. Our address is 5297, Huntington Street Northeast in St. Petersburg.

Madam Chair Nelson: Thank you.

Henry Hayes: As many of you know, Shore Acres was hit pretty hard with some hurricanes lately, and there are very few of these historic homes left. One of our main goals in buying this home was to preserve it to its original granite. So, it's very important to us to preserve St. Pete history. We both raised here. My wife went to Admiral Farragut. [I] went to St. Pete Catholic. I have a history degree from the University of South Florida. The first apartment that we lived in together was in the Hotel Detroit. So, we are very ingrained in St. Pete. We love it here. We're raising our children here, and we're just happy to be part of its great history. I appreciate your time. Thank you.

Public Comment:

Madam Chair Nelson: Thank you. I did receive one comment card. Mr. Leto, would you like to speak? Great. Thank you.

Manny Leto: Good afternoon. My name is Manny Leto. I'm the Executive Director of Preserve the 'Burg. We're at 2219 6th Avenue South, our brand-new office in the Warehouse Arts District. Welcome you all to...to visit when you can. I will also be very brief. We are happy to support this application, and I know that the commission is always supportive of owner-initiated designations like this. This is actually the third application this year that Preserve the 'Burg has supported. You may recall 1947 Beach Drive, the Emery Manwaring house from earlier this year, and the Trinity Lutheran Church from just a few months ago. We assisted with the research and paid the application fees for those applications as well. So, I'll note that the city's Comprehensive Plan and 2050 Vision Plan does encourage the city to recommend at least...at least three properties for designation annually, and that this commission is also empowered to recommend both district and individual designations to staff. So, in any event, we are happy to help the city achieve its three designations this year. We provide technical assistance in paying these application fees. It's part of our mission as an organization and as a community resource. And again, staff has done a really great job with the presentation the materials that you have. So, I don't want to be redundant, but I'll just mention a couple of things that stood out to me in the particular report that I thought were interesting. And one is that even though the applicants or the owners were not required at all to abide by any kind of historic overlay, rather, they chose to, and they chose to maintain their house appropriately and use like materials. And it just is a reminder that often, these are choices that people are making, and there is a difference between 'we can't do that' and 'we...we don't want to do that', and so I think that's an important lesson here, and in any regard, I hope that in all those situations, Preserve the 'Burg can continue to be a resource for the community. And we encourage you to support this application. Thank you.

Cross Examination:

Madam Chair Nelson: Thank you. I did not receive any other comment cards for this agenda item. So, now we're going to move into cross-examination. Does city staff have any cross?

Kelly Perkins: No, [the] city waives.

Madam Chair Nelson: Okay. Does the applicant have any cross-examination for city staff? Alright, the applicant waives.

Closing Remarks:

Madam Chair Nelson: Now we're going to go into closing remarks. Does the city have any closing

Kelly Perkins: I have none, thank you.

Madam Chair Nelson: Great. Does the applicant have any closing remarks? Okay, the applicant waives. Now we're going to move into Executive Session.

Executive Session:

Commissioner Wannemacher: I have a couple comments. I guess now we know who...or who Upham Beach was named after in St. Pete. I never knew, and now we...now we know. I want to mention that I do appreciate that the report identifies the list of primary character-defining features. I did notice that it identifies a couple interior elements, the wood floors, the wood staircase, interior light fixtures. And I just want to confirm for us and also for the applicant, if they make modifications to those interior elements, despite the fact that their character-defining, they do not need a COA for those items, correct?

Kelly Perkins: No, no. Designation only covers exterior. We still include character-defining interior elements that typically, if someone comes in for an Ad Valorem Tax Exemption...

Commissioner Wannemacher: Okay.

Kelly Perkins: You kind of have some interior elements identified in the case of that, but it's not for a regulatory, I mean, it's a regulatory but a tax exemption, regulatory.

Commissioner Wannemacher: Great. I just wanted to confirm that. Thank you.

Commissioner Jeffrey: For staff, I know that one of the benefits of Historic Preservation is it helps mitigate the Floodplain Rule and the 50% Rule. Have we had a lot of designations proposed in Shore Acres or other parts of the city where that might be an issue?

Kelly Perkins: Um, this is our first designation in Shore Acres. There are some other properties that flooded or were in the flood plains from the hurricanes from last year, but that was not the reason for their designation. But if it is a designated historic structure, it does receive the exemption from the FEMA 50%.

Commissioner Jeffrey: It's a good thing to get out to the public, because it's...

Kelly Perkins: And...

Commissioner Jeffrey: ...hard to save these buildings as it is. So, you know that that that's one of the great benefits of preservation.

Kelly Perkins: And this property did flood in Helene, but they the 50% Rule did not apply. So, they're not designating solely for that reason, but it is a benefit.

Commissioner Drake: I would just love to commend the property owners for...I didn't...I wanted to say this even before I knew you flooded, but, but kudos to you for protecting this really beautiful house that meets many of the criteria, guidelines and pieces of integrity for designating something a local historic landmark. So, thank you for doing that. I walk all around my neighborhood and see places that have flooded they are just...just subsequently torn down without a thought. So, I would like to really thank you for putting this application through and taking the time to save a piece of St. Petersburg history.

Commissioner Michaels: Let me add my thanks to the sponsors here, the applicants for the property. It's always wonderful to...see a...individual or family come forth and take pride in their property and designate it according to the City Landmark process there. And as I think has been kind of pointed out here, this is a real vote of confidence for Shore Acres. Shore Acres was the hardest neighborhood hit by the storms last year and the flooding. And for you to come back, restore your house and to have it designated as a landmark is a real testament, I think, to the future of the Shore Acres Community and all the other neighborhoods that were flooded in last year's...last year's hurricanes. And again, we always appreciate the assistance and the help of Preserve the 'Burg and these applications. It's wonderful that we have an organization that steps forward as you do. So, thank you for that.

Madam Chair Nelson: Wonderful. Do we have any other comments? Okay, at this time, I'd like to have a motion.

Commissioner Wannemacher: I will make a motion to approve the owner-initiated designation of the Abby Upham House, located at 5297 Huntington Street Northeast, as a Local Historic Landmark in the St. Petersburg Register of Historic Places.

Commissioner Drake: I'll second.

YES – 7 – Carrasco, Davis, Jeffrey, Nelson, Drake, Wannemacher, Michaels.

NO – 0 – None.

Absent: Marbet, Magnello.

Conflicts: None.

Motion approved by a unanimous vote of the Commission.

***F. QUASI-JUDICIAL HEARING CONTINUED ***

**Public Hearings for the next applications listed on the CPPC agenda continued following this item.*

AGENDA ITEM G. UPDATES AND ANNOUNCEMENTS

AGENDA ITEM H. ADJOURNMENT @ 3:13 PM

To watch the recorded video of this Community Planning & Preservation Commission (CPPC) meeting, please click here: <https://stpete.granicus.com/player/clip/6925>.

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

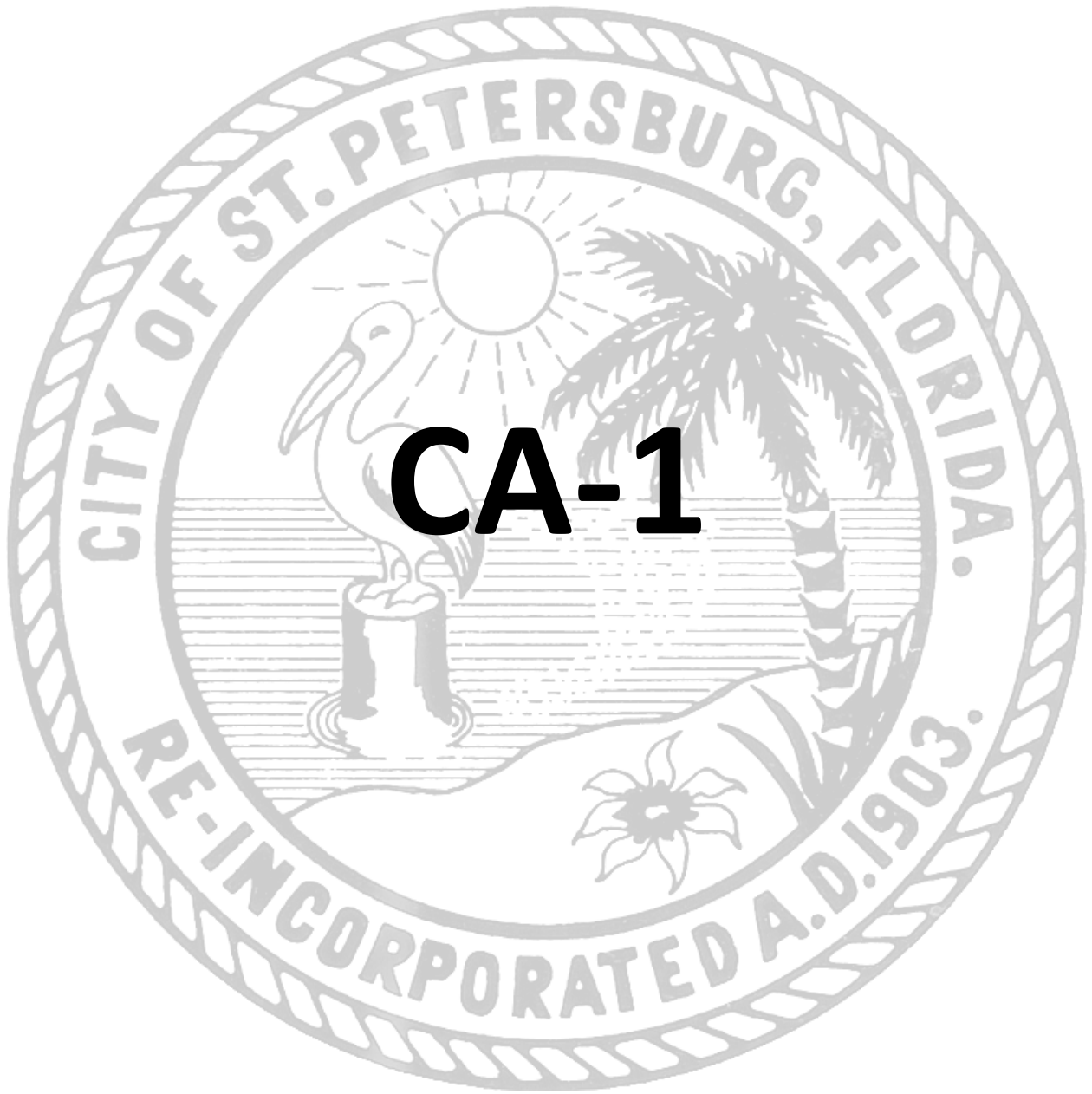
https://www.stpete.org/government/boards_committees/community_planning_preservation_commission.php

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

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

DRAFT

The following page(s) contain the backup material for Agenda Item: A Resolution approving the standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida (“City”) for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed \$1,000,000 for the St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI); authorizing the Mayor or his designee to execute the standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of \$1,000,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI FY23 Project (19207); and providing an effective date. (ECID Project No. 22033-110; Oracle No. 19207)
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 11, 2025

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

SUBJECT: A Resolution approving the standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida (“City”) for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed \$1,000,000 for the St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI); authorizing the Mayor or his designee to execute the standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of \$1,000,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI FY23 Project (19207); and providing an effective date. (ECID Project No. 22033-110; Oracle No. 19207)

EXPLANATION: The City of St. Petersburg is implementing the Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI) (“Project”) to improve stormwater conveyance within the Shore Acres Neighborhood. The Project includes construction of new stormwater infrastructure such as box culverts, a stormwater pump station, backflow preventers, and elevation of roadway segments and intersections. In addition, the Project will acquire a parcel of land to house an emergency power facility equipped with a generator-powered pump. This facility will support flood mitigation efforts and ensure essential stormwater operations continue during power outages.

The total Project cost is currently estimated at \$30,874,335. Of this amount, \$7,874,335 is funded through an existing FDEP grant awarded to the City in 2023 (DEP Agreement No. 23FRP48). Upon approval, this new FDEP grant will provide an additional \$1,000,000. These funds will be used to purchase the generator and the necessary startup components for constructing the permanent pump station on the newly acquired parcel.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida (“City”) for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed \$1,000,000 for the St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI); authorizing the Mayor or his designee to execute the standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of \$1,000,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI FY23 Project (19207); and providing an effective date. (ECID Project No. 22033-110; Oracle No. 19207)

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding has been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), Connecticut Ave NE & Vicinity Resiliency SDI FY23 Project (19207). Revenues of up to \$1,000,000 are to be received from FDEP and

deposited into the Stormwater Drainage Capital Projects Fund (4013). Additional funding for the project will be available after approval of a supplemental appropriation in the amount of \$1,000,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI FY23 Project (19207).

ATTACHMENTS: Resolution
Draft Grant Agreement with referenced Attachments

RESOLUTION NO. 2025-_____

A RESOLUTION APPROVING THE STANDARD GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) FOR THE CITY TO RECEIVE FUNDING THROUGH A COST-REIMBURSEMENT BASIS GRANT IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR THE ST. PETERSBURG SHORE ACRES FLOOD MITIGATION PROJECT (CONNECTICUT AVE NE & VICINITY SDI); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE STANDARD GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO RECEIVE THIS FUNDING; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,000,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THESE GRANT REVENUES, TO THE CONNECTICUT AVE NE & VICINITY RESILIENCY SDI FY23 PROJECT (19207); AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT 22033-110; ORACLE NO. 19207)

WHEREAS, the City applied for grant funding for the St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI) through the Florida Department of Environmental Protection Resilient Florida Program; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) has awarded the City funding in an amount not to exceed \$1,000,000 through a cost reimbursement basis grant to be used to purchase the generator and the necessary startup components for constructing the permanent pump station on the newly acquired parcel for the Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI); and

WHEREAS, in order to receive such funding, the City must enter into the standard grant agreement with the FDEP; 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 standard grant agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida (“City”) for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed \$1,000,000 for the

St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave ND & Vicinity SDI) is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the standard grant agreement and all other documents necessary to receive this funding.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) resulting from these grant revenues, the following supplemental appropriation for fiscal year 26:

Stormwater Drainage Capital Projects Fund (4013)
Connecticut Ave NE & Vicinity Resiliency SDI FY23 Project (19207) \$1,000,000

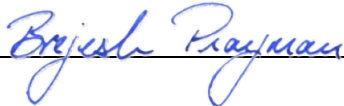
This Resolution shall become effective immediately upon its adoption.

LEGAL:




00855839.docx

DEPARTMENT:



BUDGET:



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI) L0349

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of St. Petersburg** Entity Type: **Local Government**

Grantee Address: **175 5th Street N, St. Petersburg, FL 33701** FEID: **59-6000424**

(Grantee)

3. Agreement Begin Date: **July 1, 2025** Date of Expiration: **March 31, 2028**

4. Project Number: Project Location(s):
(If different from Agreement Number) **Lat/Long: (27.8089, -82.6006)**

Project Description: **The Grantee will acquire a parcel of land that will house an emergency power facility equipped with a generator powered pump for stormwater management. Remaining funds will be used towards construction of the pump station.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 1,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$ 1,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 1,000,000.00

<p>6. Department's Grant Manager Name: Kevin Eckel or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2876 Email: Kevin.Eckel@FloridaDEP.gov</p>	<p>Grantee's Grant Manager Name: Angela Miller or successor Address: 175 5th Street N St. Petersburg, FL 33701 Phone: 727-893-7297 Email: angela.miller@stpete.org</p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit G: Declaration of Restrictive Covenant	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of St. Petersburg

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Thomas Greene, Assistant City Administrator

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Kevin Eckel, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0349**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the terms of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. L0349), summarized in the Memorandum of Grant, which is attached hereto as Exhibit G and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the

title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection (“DEP”) shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Pinellas County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. L0349, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers’ Compensation and Employer’s Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of ten percent (10%) of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI)

PROJECT LOCATION: The Project will be located in the City of St. Petersburg (Grantee) within Pinellas County; Lat/Long (27.8089, -82.6006).

PROJECT BACKGROUND: The project area is highly vulnerable to pluvial flooding, which is further compounded by tidal outfall limitations. These conditions have resulted in repeated impacts on public infrastructure and a documented history of structural flooding to private properties. This project will expand the conveyance capacity and increase the operational efficiency of the stormwater system, directly reducing flood stages during heavy rainfall and tidal events. By mitigating future flood risk, this project will strengthen community resiliency, safeguard critical infrastructure, and protect surrounding private property from recurring flood losses. This project is associated with/a continuation of DEP Agreement No. 23FRP48.

PROJECT DESCRIPTION: The Grantee will acquire a parcel of land that will house an emergency power facility equipped with a generator powered pump. This will allow for flood mitigation and other essential stormwater operations during periods of power outage. The remaining funds will be used to purchase the generator as well as the necessary startup components to construct a permanent pump station on this parcel.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the Connecticut Ave NE & Vicinity SDI, St. Petersburg, Florida. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 2: Construction

Deliverables: The Grantee will construct a pump station for the St. Petersburg Shore Acres Flood Mitigation Project (Connecticut Ave NE & Vicinity SDI) in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department’s Grant Manager. Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	\$600,000	07/01/2025	03/31/2026
2	Construction	Contractual Services	\$200,000	07/01/2025	09/30/2027
		Miscellaneous/ Other Expenses	\$200,000		
Total:			\$1,000,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Program A				\$	
Program B				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					
	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$1,000,000
--------------------	--------------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DECLARATION OF RESTRICTIVE COVENANT
AGREEMENT NO. L0349**

EXHIBIT G

This Grant Agreement was executed on _____(date), by and between the Florida Department of Environmental Protection and the City of St. Petersburg (Grantee), for in pertinent part, land acquisition in Pinellas County, Florida, for the purpose of stormwater management. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under “Agency Assigned Contract ID” search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement an environmental benefit under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State laws. This property may not be disposed of in any manner without the prior written approval of the Florida Department of Environmental Protection. This property must be used for stormwater management as its primary purpose. Secondary purposes of housing an emergency power facility with a pump station are permitted as long as the primary purpose is maintained. The property may not be used for any purposes other than the primary or secondary purposes described above, without the prior written approval of the Florida Department of Environmental Protection. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property and the use of the property are perpetual.



Approvals - gcc

Report • Printed on November 24, 2025

Approved

12/11 Council - Shore Acres - Grant Agreement

▼ Attachments



Shore Acres - Grant Agreemen

[https://stpete1-my.sharepoint.com/!](https://stpete1-my.sharepoint.com/)

▼ Final status: Approved

TG

Step 3: Approved by

Tom Greene

11/24/2025 4:39:45 PM

SM

Step 2: Approved by

Stacey McKee

11/24/2025 4:34:52 PM

BP

Step 1: Approved by

Brejesh Prayman

11/24/2025 4:33:47 PM

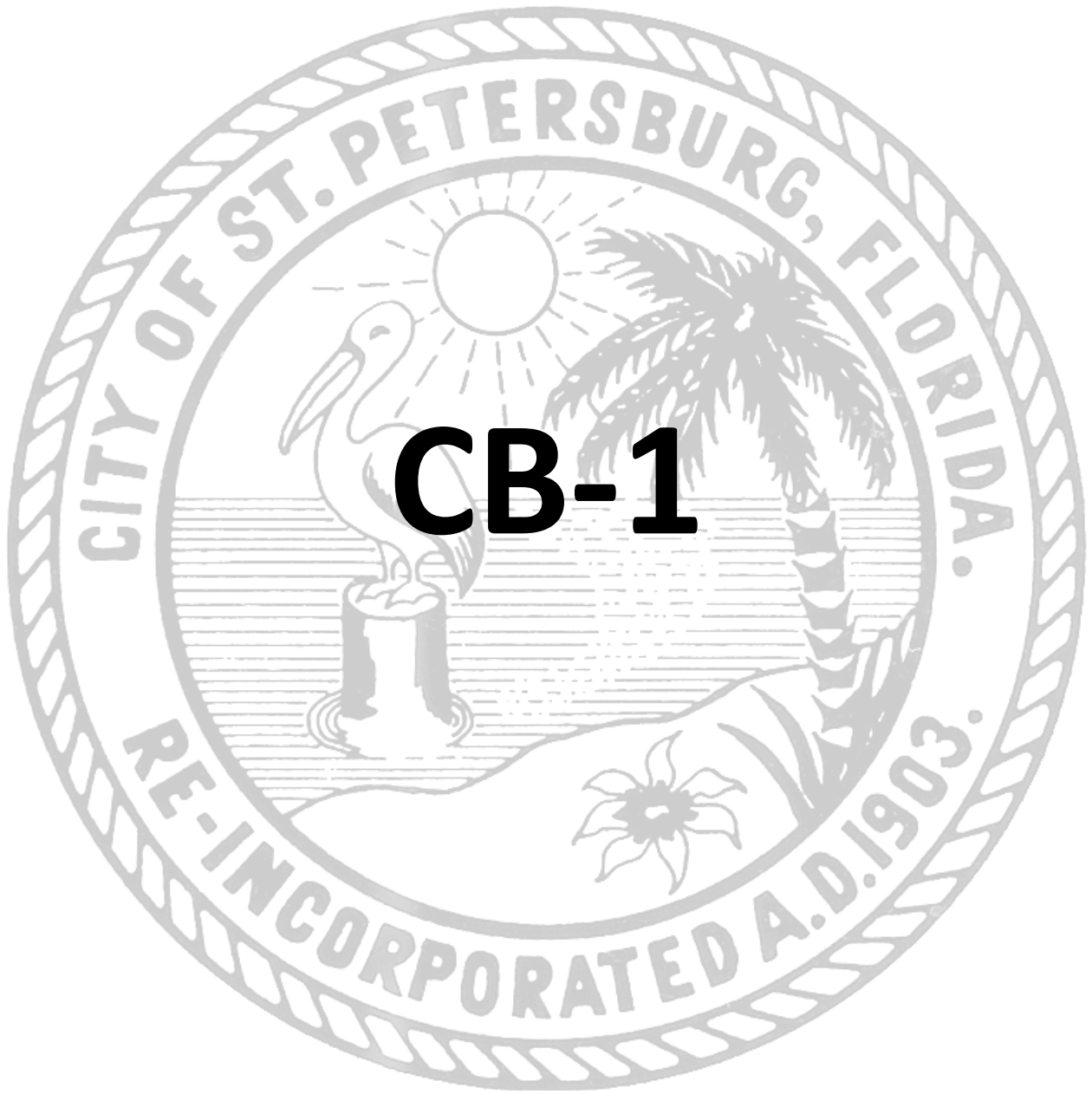
SJ

Requested by

Sarah B. Johnson

11/24/2025 2:09:17 PM

The following page(s) contain the backup material for Agenda Item: Approving the rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$21,503 from the Infrastructure TBD FY26 Project (21270); approving a supplemental appropriation in the amount of \$21,503 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Parks & Recreation Fencing Repairs Milton Project (21021); for a new batters eye at Huggins-Stengel Field; and providing an effective date. Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 11, 2025

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

Subject: Approving the rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$21,503 from the Infrastructure TBD FY26 Project (21270); approving a supplemental appropriation in the amount of \$21,503 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Parks & Recreation Fencing Repairs – Milton Project (21021); for a new batter’s eye at Huggins-Stengel Field; and providing an effective date.

Explanation: The Procurement and Supply Management Department issued Quote- 25 – 220 on June 17, 2025. The quotes were due on June 30, 2025, and opened thereafter. The Procurement and Supply Management Department received one quote from West Central Signs Inc dba SIGNSTAR in the amount of \$42,147. Purchase Order 281011 was processed by the Procurement and Supply Management Department on August 1, 2025.

The contractor’s initial quote included removal and replacement of the existing support poles, the batter’s eye, and the entire foundation. That price was based on the size of the existing foundation, however, once work was set to begin and the contractor consulted with their internal engineering department, it was determined the foundation would need to be significantly larger than anticipated due to the condition of the existing foundation and updated building requirements. The current foundation is compromised due to age as it predates Miami-Dade hurricane codes. To comply with modern wind-load requirements, a new foundation must be poured. The existing structure cannot safely support a new batter’s eye, as several poles are bent and the structure has begun to tilt. On September 15, 2025, the contractor submitted a revised quote of \$99,428.

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

West Central Signs Inc. dba SIGNSTAR (Tampa, FL) \$57,281

Cost/Funding/Assessment Information: A portion of the Funds have been previously approved in the General Capital Improvement Fund (3001), Parks and Recreation Fencing Repairs – Milton Project (21021). The remaining funding will be available after the approval of the rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$21,503 from the Infrastructure TBD FY26 Project (21270), and a supplemental appropriation in the amount of \$21,503 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission; to the Parks & Recreation Fencing Repairs – Milton Project (21021)

Attachments: Resolution

RESOLUTION NO. 2025-_____

A RESOLUTION APPROVING A RESCISSION OF AN UNENCUMBERED APPROPRIATION IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNT OF \$21,503 FROM THE INFRASTRUCTURE TBD FY26 PROJECT (21270); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$21,503 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE RESCISSION, TO THE PARKS AND RECREATION FENCING REPAIRS – MILTON PROJECT (21021) FOR A NEW BATTER’S EYE AT HUGGINS STENDEL FIELD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department processed Quote 25-220 with West Central Signs Inc. dba SIGNSTAR to remove and replace the existing support poles, the batter’s eye and entire foundation at Huggins-Stengel Field in the amount of \$42,147 pursuant to Purchase Order 281011 (“Purchase Order”) for the Parks and Recreation Department; and

WHEREAS, an increase to the Purchase Order in the amount of \$57,281 is necessary to expand the construction scope for a new batter’s eye at Huggins-Stengel Field and comply with updated building requirements, bringing the total amount of the Purchase Order to \$99,428; and

WHEREAS, funding for this increase to the Purchase Order will be available after a rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$21,503 from the Infrastructure TBD FY26 Project (21270) and a supplemental appropriation in the amount of \$21,503 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Parks and Recreation Fencing Repairs – Milton Project (21021).

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$21,503 from the Infrastructure TBD FY26 Project (21270) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, the following supplemental appropriation from FY26 for a new Batter’s Eye at Huggins-Stengel Field:

General Capital Improvement Fund (3001)

Parks & Recreation Fencing Repairs –

Milton Project (21021)

\$21,503

This resolution shall become effective immediately upon its adoption.

LEGAL:



00855374.docx

DEPARTMENT:



BUDGET:





Approvals - gcc

Report • Printed on November 10, 2025

Approved

912-35 Construction, Tennis & Sports Court, December 4, 2025 (FC)

▼ Attachments



912-35 Construction, Tennis &
<https://stpete1.sharepoint.com/:w/s/>

▼ Final status: Approved



Step 4: Approved by

Michael J. Jefferis

11/10/2025 10:35:52 AM



Step 3: 1 of 2 recipients approved >

Barbara L. Stalbird



Step 2: Approved by

Stephanie S. Scarbrough

11/6/2025 10:01:31 AM



Step 1: Approved by

Lance N. Stanford

11/6/2025 9:53:47 AM

This will need a resolution and then the memo (subject) and the resolution will need to be matching in language. Thank you and we appreciate you all.

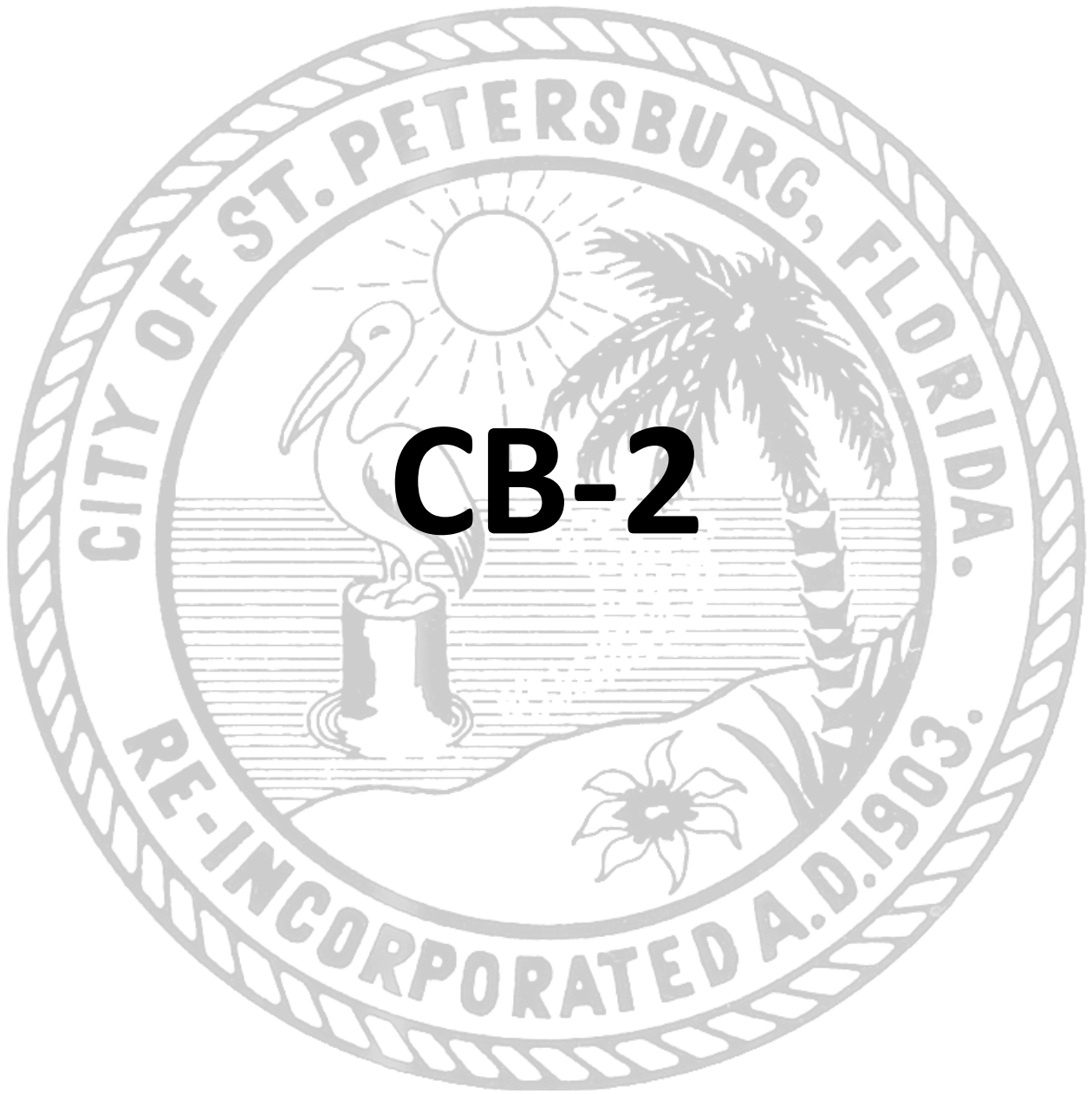


Requested by

Francesca M. Cikatelli

11/6/2025 9:52:04 AM

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with OneDigital Investment Advisors LLC, formerly Resources Investment Advisors LLC, for consulting services for deferred compensation, for the Human Resources Department, in the amount of \$79,000.
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 11, 2025

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

Subject: Approving the renewal of a blanket purchase agreement with OneDigital Investment Advisors LLC, formerly Resources Investment Advisors LLC, for consulting services for deferred compensation, for the Human Resources Department, in the amount of \$79,000.

Explanation: The vendor provides technical assistance to the Human Resources Department which is responsible for the administration of the city’s 457b Deferred Compensation and 401a plans. Specifically, the consultant reviews and recommends modifications to plans to include compliance, administration, and investment management; advises the city of legislation that affects or may affect the plans; assists the city in developing any Request for Proposals (“RFPs”) for deferred compensation administrative services; and provides ongoing review of investment options in the plans. The consultant also provides recommendations for the selection or deletion of options and assists the city with fee negotiations, service arrangements and administrative issue resolution.

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

OneDigital Investment Advisors LLC (Atlanta, GA) \$79,000

On September 8, 2022, City Council approved a three-year agreement in the amount of \$118,500. The agreement was executed on October 1, 2022, with one, two-year renewal option. 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 October 1, 2025, through September 30, 2027.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Deferred Compensation – ICMA Fund (6911), Human Resources Department, Pension Management Division (090-1921).

Attachments: Resolution

RESOLUTION NO. 2025-__

A RESOLUTION APPROVING THE TWO-YEAR RENEWAL OPTION TO THE AGREEMENT WITH ONEDIGITAL INVESTMENT ADVISORS LLC (FORMERLY RESOURCES INVESTMENT ADVISORS LLC) FOR CONSULTING SERVICES FOR DEFERRED COMPENSATION FOR THE HUMAN RESOURCES DEPARTMENT TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$79,000 FOR THIS RENEWAL TERM THROUGH SEPTEMBER 30, 2027; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$197,500; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 8, 2022, the City Council approved a three-year agreement with a two-year renewal option with OneDigital Investment Advisors LLC (formerly Resources Investment Advisors LLC) for consulting services for deferred compensation for the Human Resources Department at a total contract amount of \$118,500 for the initial term through September 30, 2025 (“Agreement”); and

WHEREAS, the City desires to exercise the two-year renewal option to the Agreement to extend the term through September 30, 2027 and to increase the contract amount in the amount of \$79,000 for the renewal term; and

WHEREAS, OneDigital Investment Advisors LLC has agreed to renew under the same terms and conditions; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Human 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 OneDigital Investment Advisors LLC (formerly Resources Investment Advisors LLC) for consulting

services for deferred compensation for the Human Resources Department to extend the term and increase the contract amount in the amount of \$79,000 for this renewal term through September 30, 2027 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$197,500.

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:



00855648.DOCX

DEPARTMENT:



Christopher M. Guella



Approvals - gcc

Report • Printed on November 26, 2025

Approved

Consent Agenda: 918-32 Consulting Services, Deferred Compensation Plans, December 11, 2025

Please see the attached consent agenda for your review and approvals. This is going before City Council on December 11, 2025. Thank you.

▼ Attachments

Consent Agenda, 918-32 Consi

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

▼ Final status: Approved

TG

Step 4: Approved by

Tom Greene

11/26/2025 10:07:44 AM

the spacing of the document has some issues esp. in the first paragraph. Please fix that issue and I approve.

CG

Step 3: Approved by

Chris M. Guella

11/25/2025 2:11:13 PM

SS

Step 2: Approved by

Stephanie S. Scarbrough

11/25/2025 1:02:14 PM

ER

Step 1: Approved by

Emily P. Rapchak

11/25/2025 1:01:51 PM

KD

Requested by

Kendal J. Dyksterhouse

11/25/2025 12:10:41 PM

The following page(s) contain the backup material for Agenda Item: A resolution approving funding for two (2) arts and cultural agencies for a total combined amount not to exceed \$10,000 for the period of January 8, 2026, through September 30, 2026, on the recommendation of the Arts Advisory Committee; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions; and providing an effective date.
Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 11, 2025

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

SUBJECT: A resolution approving funding for two (2) arts and cultural agencies for a total combined amount not to exceed \$10,000 for the period of January 8, 2026, through September 30, 2026, on the recommendation of the Arts Advisory Committee; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION: The FY 2026 Adopted Budget includes \$50,000 for micro-grants now called the Level Up Arts Grant for small non-profit arts and cultural organizations with operating budgets under \$50,000.

On March 28, 2025, the Arts Advisory Committee ("Committee") met to review Level Up Arts Grant applications, the process of determining eligibility for the Level Up Arts Grant, and the method for apportioning available funds. The Committee consists of ten (10) members, one of whom is a City Council member, and the others are individuals who exhibit an interest in and support arts and culture in the community.

It was determined that the Level Up Arts Grant will be awarded on a first come first serve basis. At AAC meetings, the committee will review the grant applications received thus far and make funding decisions, until all \$50,000 is expended. The method of allocating funds will be based upon a majority committee vote of yes or no. After each AAC meeting, Arts, Culture, and Tourism will submit a council memo explaining which organizations, if any, that have been recommended for funding.

The Committee met on November 21, 2025, and reviewed applications from three (3) small non-profit organizations. Two (2) applicants received unanimous approval and are recommended for funding of \$5,000 each. More information is needed from the remaining organization before funding can be determined.

- 96.7 FM RadioStPete, Inc.
- Sacred Lands Education and Preservation, Inc.

RECOMMENDATION: Administration recommends City Council approve the attached resolution approving funding for two (2) arts and cultural agencies for a total combined amount not to exceed \$10,000 for the period of January 8, 2026, through September 30, 2026, on the recommendation of the Arts Advisory Committee; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions; and providing an effective date.

COST/FUNDING ASSESSMENT INFORMATION: Funding has been previously appropriated in the General Fund (0001), City Development Administration Department, Arts, Culture and Tourism Division (100-1777).

ATTACHMENTS: Resolution

APPROVALS:

Administration: James A. Corbett

Budget: Patricia Pena

Resolution No. 2025 -

A RESOLUTION APPROVING FUNDING FOR TWO ARTS AND CULTURAL AGENCIES FOR A TOTAL COMBINED AMOUNT NOT TO EXCEED \$10,000 FOR THE PERIOD OF JANUARY 8, 2026, THROUGH SEPTEMBER 30, 2026, ON THE RECOMMENDATION OF THE ARTS ADVISORY COMMITTEE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (“City”) desires to provide financial assistance to arts and cultural agencies in the community; and

WHEREAS, the FY2026 Adopted Budget includes \$50,000 for micro-grants called “Level Up Arts Grants” for small non-profit arts and cultural organizations with operating budgets under \$50,000; and

WHEREAS, the Arts Advisory Committee, an advisory board of the City, has recommended funding to two eligible agencies in a total combined amount not to exceed \$10,000 for the period of January 8, 2026, through September 30, 2026; and

WHEREAS, each eligible agency is dedicated to a valid public purpose; and

WHEREAS, the Arts Advisory Committee is continuing to receive and review applications from art and cultural agencies for the purpose of making additional recommendations for Level-Up Grants.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Arts Advisory Committee, the following arts and cultural agencies be funded, as listed below for a total combined amount not to exceed \$10,000 for the period of January 8, 2026, through September 30, 2026:

- | | |
|--------------------------------------------------|---------|
| 1. 96.7 FM RadioStPete, Inc. | \$5,000 |
| 2. Sacred Lands Education and Preservation, Inc. | \$5,000 |

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate the intent of this resolution with each agency.

This Resolution will become effective immediately upon its adoption.

LEGAL:



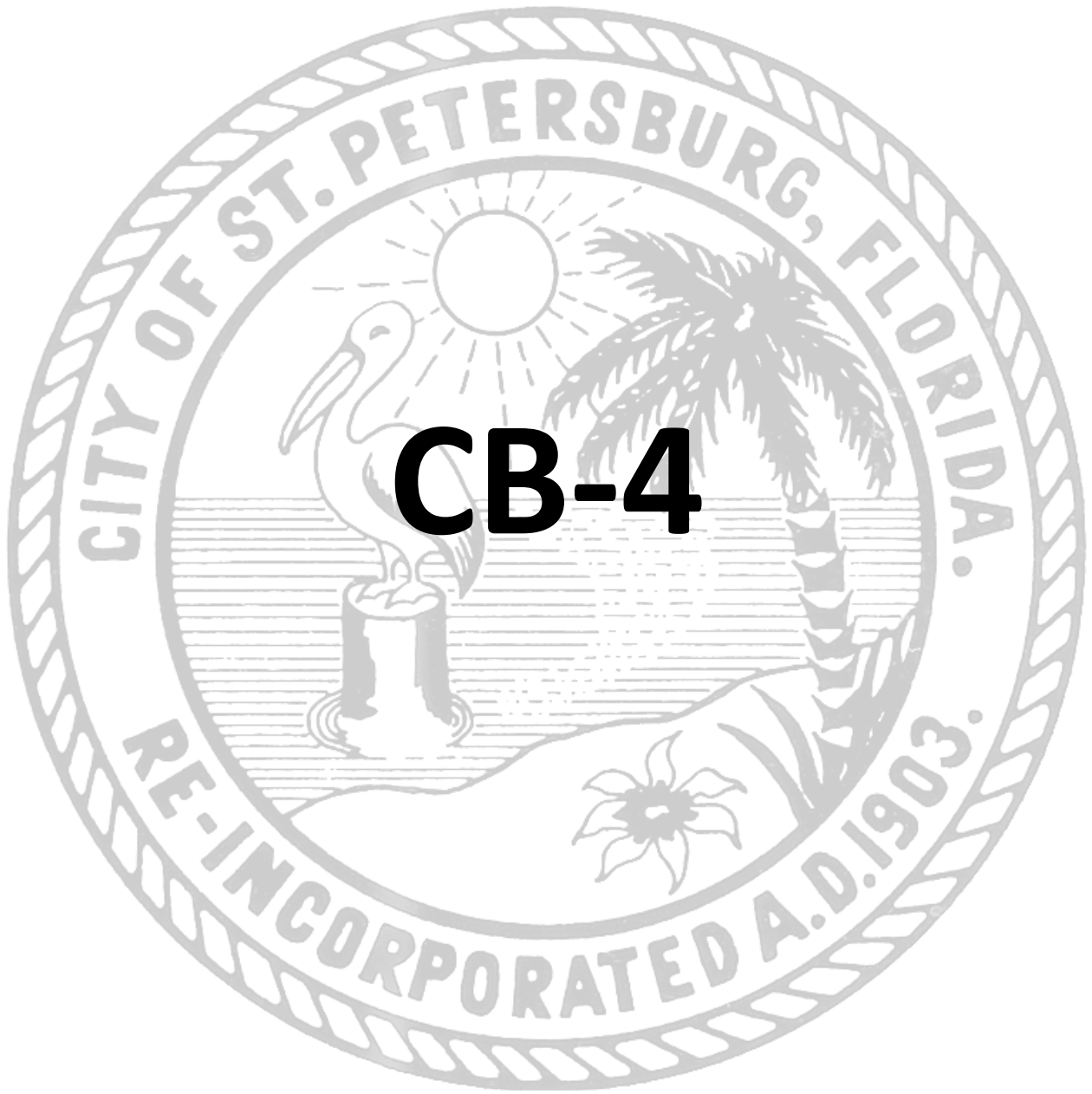
00855632

DEPARTMENT:



The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Pinellas County, a political subdivision of the State of Florida (Pinellas County), for use of 8,643 sq. ft. of office space within the Pinellas County office building located at 501 1st Avenue North, St. Petersburg, Florida, to provide an office location for Housing and Community Development and Strategic Initiatives and Grants departments, for a period of sixty (60) months, at an initial monthly rental rate of \$8,643.00; and providing an effective date.

Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 11, 2025

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Pinellas County, a political subdivision of the State of Florida ("Pinellas County"), for use of ±8,643 sq. ft. of office space within the Pinellas County office building located at 501 1st Avenue North, St. Petersburg, Florida, to provide an office location for Housing and Community Development and Strategic Initiatives and Grants departments, for a period of sixty (60) months, at an initial monthly rental rate of \$8,643.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate & Property Management ("REPM") received a request from Housing and Community Development ("Housing") and Strategic Initiatives and Grants ("Grants") departments to assist in locating office space available for lease to accommodate an expansion of Housing and Grants staff for Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Subsequently, REPM inquired with staff at the Real Estate Management division for Pinellas County, a political subdivision of the State of Florida ("Pinellas County"), regarding the availability of space in Pinellas County's office building located at 501 1st Avenue North, St. Petersburg, Florida 33701 ("Property"). Following the inquiry, REPM, along with Housing and Grants staff, met with Pinellas County staff at the Property to determine if the available space would suit the office needs of both groups. After the site visit, management determined that the available 9th floor, consisting of ±8,643 square feet of office space ("Premises"), would address their requirements and subsequently requested REPM to move forward with negotiating a lease, subject to City Council approval.

The proposed Lease Agreement ("Lease"), subject to City Council approval, will be for a term of sixty (60) months ("Term"), along with City having a renewal option for an additional one (1) year term ("Renewal Term"). The City may exercise its option to renew by giving sixty (60) days written notice prior to expiration of the Term. Upon expiration of the Renewal Term, the City may continue to occupy the Premises on a month-to-month basis under the same terms and conditions, until terminated by either party with thirty (30) days written notice. The City will pay Pinellas County rent at the initial rate of \$8,643.00 per month during the Term, or extension thereof, and the monthly rent shall increase on each anniversary of the Term by three (3%) percent. Additionally, Pinellas County shall pay all costs (including installation, deposits, and usage) for certain utilities associated with the City's use of the Premises including, but not limited to, water/sewer/stormwater/electric and security services, along with all taxes, if any, levied on the Premises or its contents, in addition to having all maintenance obligations during the Term, or extension thereof. Pinellas County shall also provide janitorial services inside the Premises, as well as provide dedicated parking for City staff in the attached parking garage with inclusion of access cards to the garage/building. The City shall pay for cable/telephone/internet services inside the Premises.

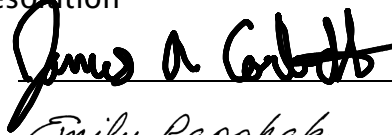
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Pinellas County, a political subdivision of the State of Florida ("Pinellas County"), for use of ±8,643 sq. ft. of office space within the Pinellas County office building located at 501 1st Avenue North, St. Petersburg, Florida, to provide an office location for Housing and Community Development and Strategic Initiatives and Grants departments, for a period of sixty (60) months, at an initial monthly rental rate of \$8,643.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Housing and Development Department (082) and the General Fund (0001) and CDBG-DR Fund (1118), Strategic Initiatives and Grants Department (255) and will be distributed based on usage.

ATTACHMENTS: Illustrations and Resolution

APPROVALS:

Administration:


_____ *AMF*

Budget:



ILLUSTRATION NO. 1
Property
Pinellas County Office Building



Address: 501 1st Avenue North, St. Petersburg, Florida 33701

Legal Description: REVISED MAP OF ST PETERSBURG, BLK 19, LOTS 14 & 15 & N. 1/2 & E. 5 FT. OF S 1/2 OF LOT 13.

Parcel ID No.: 19-31-17-74466-019-0140

Illustration No. 2 Premises

Space Plan - 9th Floor



- 936 - Mechanical Room
- 942 - Janitorial
- 937 - Data Room
- 941 - Men's Restroom
- 942 - Women's Restroom

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH PINELLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("PINELLAS COUNTY"), FOR USE OF ±8,643 SQ. FT. OF OFFICE SPACE WITHIN THE PINELLAS COUNTY OFFICE BUILDING LOCATED AT 501 1ST AVENUE NORTH, ST. PETERSBURG, FLORIDA, TO PROVIDE AN OFFICE LOCATION FOR HOUSING AND COMMUNITY DEVELOPMENT AND STRATEGIC INTITIATIVES AND GRANTS DEPARTMENTS, FOR A PERIOD OF SIXTY (60) MONTHS, AT AN INITIAL MONTHLY RENTAL RATE OF \$8,643.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management ("REPM") received a request from Housing and Community Development ("Housing") and Strategic Initiatives and Grants ("Grants") departments to assist in locating office space available for lease to accommodate an expansion of Housing and Grants staff for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and

WHEREAS, REPM inquired with staff at the Real Estate Management division for Pinellas County, a political subdivision of the State of Florida, ("Pinellas County") regarding the availability of space in Pinellas County's office building located at 501 1st Avenue North, St. Petersburg, Florida, as further described and depicted on Exhibit A, attached hereto and incorporated herein ("Property"); and

WHEREAS, following the inquiry, REPM, along with Housing and Grants staff met with Pinellas County staff at the Property to determine if the available space would suit the office needs of both groups; and

WHEREAS, after the site visit, management determined that the available 9th floor, consisting of ±8,643 square feet of office space within the Property, as depicted on Exhibit B, attached hereto and incorporated herein ("Premises"), would address their requirements, and subsequently requested REPM to move forward with negotiating a lease; and

WHEREAS, the proposed Lease Agreement ("Lease") will be for a term of sixty (60) months ("Term"), with the City paying Pinellas County rent at the initial rate of \$8,643.00 per month, increasing annually by three percent (3%) during the Term, or extension thereof; and

WHEREAS, during the final year of the Term, the City may exercise its option to renew the Lease for an additional term of one (1) year ("Renewal Term") under the same terms and conditions provided in the Lease, by giving sixty (60) days written notice prior to expiration of the Term; and

WHEREAS, upon expiration of the Renewal Term, the City may continue to occupy the Premises on a month-to-month basis under the same terms and conditions provided in the Lease, until terminated by either party with thirty (30) days written notice; and

WHEREAS, Pinellas County shall pay all costs (including installation, deposits, and usage) for certain utilities associated with the City's use of the Premises including, but not limited to, water/sewer/stormwater/electric and security services, along with all taxes, if any, levied on the Premises or its contents, in addition to having all maintenance obligations during the Term, or extension thereof; and

WHEREAS, Pinellas County shall provide janitorial services inside the Premises, as well as access for City staff to dedicated parking in the attached parking garage with inclusion of access cards to the garage/building; and

WHEREAS, the City shall pay for cable/telephone/internet services inside the Premises.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a Lease with Pinellas County, for use of the Premises, to provide an office location for Housing and Grants departments, for a period of sixty (60) months, at an initial monthly rental rate of \$8,643.00, as described in the foregoing recitals.

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

This resolution shall become effective immediately upon its adoption.

Legal:




City Attorney (Designee) 00855850

Housing and Community
Development:

 MARK VAN WEF

for
Avery L. Slyker, Director

Strategic Initiatives and Grants:



Aubrey L. Phillips, Director

Real Estate & Property Management:



Aaron Fisch, Director

**Exhibit A
Property**



Address: 501 1st Avenue North, St. Petersburg, Florida 33701

Legal Description: REVISED MAP OF ST PETERSBURG, BLK 19, LOTS 14 & 15 & N. 1/2 & E. 5 FT. OF S 1/2 OF LOT 13.

Parcel ID No.: 19-31-17-74466-019-0140

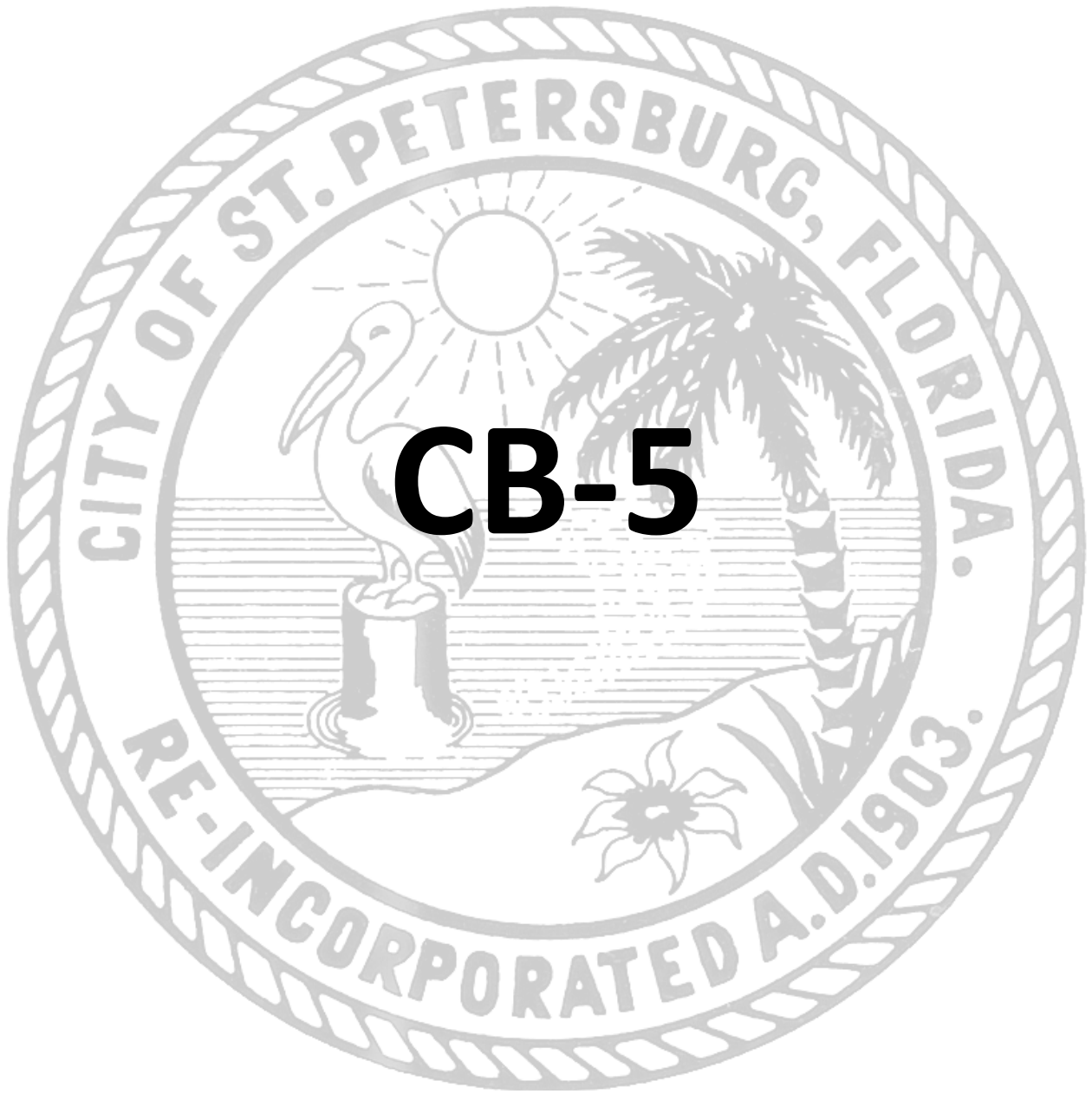
**Exhibit B
Premises**

Space Plan - 9th Floor



- 936 - Mechanical Room
- 942 - Janitorial
- 937 - Data Room
- 941 - Men's Restroom
- 942 - Women's Restroom

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a License Agreement for a period of five (5) years with Tampa Bay Air Charter, LLC, a Florida limited liability company, for the use of 3,500 square feet of space within a portion of Hangar No. 3, Unit "B", at Albert Whitted Airport for an aircraft charter and aircraft management business, subject to certain terms and conditions; and providing an effective date. **(Requires affirmative vote of at least six (6) members of City Council.)**
Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 11, 2025

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement for a period of five (5) years with Tampa Bay Air Charter, LLC, a Florida limited liability company, for the use of ±3,500 square feet of space within a portion of Hangar No. 3, Unit "B", at Albert Whitted Airport for an aircraft charter and aircraft management business, subject to certain terms and conditions; and to execute all documents necessary to effectuate same; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: On September 3, 2025, Real Estate and Property management received a request from Tampa Bay Air Charter, LLC ("Licensee"), a Florida limited liability company, to enter into a new agreement ("License") for the Licensee's continued use of a portion of Hangar No. 3, Unit "B", containing ±424 square feet of office/restroom/storage space and ±3,076 square feet of hangar/shop space, located at the exterior of 341 Eighth Avenue Southeast, St. Petersburg, Florida, within Albert Whitted Airport ("Airport"), (collectively, "Premises"). The Licensee utilizes the Premises for its aircraft charter and aircraft management business.


The proposed License, subject to City Council approval, provides for a term of five (5) years ("Term"), with the Licensee paying an annual fee to the City in the amount of \$26,083, or \$2,174 per month ("License Fee") during the first year of the Term. As the Airport currently has plans to conduct a study to determine current market rates ("Rate Study") for the Airport, the License Fee shall adjust pursuant to the results of the Rate Study, beginning with the first anniversary of the effective date of the License ("Initial Rate Adjustment"). However, under no circumstances shall the License Fee be adjusted downward. Following the Initial Rate Adjustment, the License Fee shall be adjusted annually upon each anniversary of the effective date of the License during the Term based on the percentage increase in the Consumer Price Index, with the maximum increase of 3.5%. In addition, the Licensee will maintain an aviation general liability insurance policy in an amount of at least \$2,000,000 per occurrence and \$3,000,000 aggregate, indemnifying the City against all claims or demands that may arise or be claimed on account of Licensee's use of the Premises. The proposed License may be terminated without cause by either party with no less than thirty (30) days written notice prior to the scheduled date of termination.

This License is in compliance with Section 1.02(c)(4)A.1 of the City Charter, which permits the leasing of property on Albert Whitted Airport not exceeding twenty-five (25) years with an affirmative vote of at least six (6) members of City Council.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement for a period of five (5) years with Tampa Bay Air Charter, LLC, a Florida limited liability company, for the use of ±3,500 square feet of space within a portion of Hangar No. 3, Unit "B", at Albert Whitted Airport for an aircraft charter and aircraft management business, subject to certain terms and conditions; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:  AMF
Budget: N/A

**ILLUSTRATION
LOCATION OF THE PREMISES**



Approximate Street Address: 341 Eighth Avenue Southeast, St. Petersburg, Florida

RESOLUTION NO. 2025 - __

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT FOR A PERIOD OF FIVE (5) YEARS WITH TAMPA BAY AIR CHARTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE USE OF ±3,500 SQUARE FEET OF SPACE WITHIN A PORTION OF HANGAR NO. 3, UNIT "B", AT ALBERT WHITTED AIRPORT FOR AN AIRCRAFT CHARTER AND AIRCRAFT MANAGEMENT BUSINESS, SUBJECT TO CERTAIN TERMS AND CONDITIONS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida, a municipal corporation ("City"), owns and operates Albert Whitted Airport, which is generally located at 107 8th Avenue Southeast, St. Petersburg, Florida 33701, and as legally described in the City of St. Petersburg, Florida Municipal Charter ("City Charter") ("Airport"); and

WHEREAS, Tampa Bay Air Charter, LLC, a Florida limited liability company ("Licensee"), desires to continue use of ±424 square feet of office/restroom/storage space, ±3,076 square feet of hangar/shop space within a portion of Hangar No. 3, Unit "B" within the Airport, as depicted on Exhibit A, attached hereto and incorporated herein ("Premises"), for the Licensee's aircraft charter and aircraft management business; and

WHEREAS, the proposed license agreement ("License") will be for a period of five (5) years ("Term") with an initial annual license fee of \$26,083, or \$2,174 per month ("License Fee"), subject to City Council approval and subject to certain terms and conditions as set forth in the proposed License; and

WHEREAS, as the Airport currently has plans to conduct a study to determine current market rates ("Rate Study") for the Airport, the License Fee shall adjust pursuant to the results of the Rate Study, beginning with the first anniversary of the effective date of the License ("Initial Rate Adjustment"); however, under no circumstances shall the License Fee be adjusted downward; and

WHEREAS, following the Initial Rate Adjustment, the License Fee shall be adjusted annually upon each anniversary of the effective date of the License during the Term based on the percentage increase in the Consumer Price Index, with the maximum increase of 3.5%; and

WHEREAS, pursuant to the proposed License, the Licensee will maintain an aviation general liability insurance policy in an amount of at least \$2,000,000 per occurrence and \$3,000,000 aggregate, and indemnifying the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises; and

WHEREAS, the proposed License complies with Section 1.02(c)(4) of the City Charter, which permits the licensing of Airport property not exceeding twenty-five (25) years with an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a License for a period of five (5) years with the Licensee for the use of the Premises within the Airport for an aircraft charter and aircraft management business, subject to certain terms and conditions as set forth in the License, as described in the foregoing recitals.

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

This resolution shall become effective immediately upon its adoption.

Legal:



City Attorney (Designee)
00855988

City Development Administration:



Elizabeth D. Herendeen, Managing Director

Real Estate and Property Management:



Aaron Fisch, Director

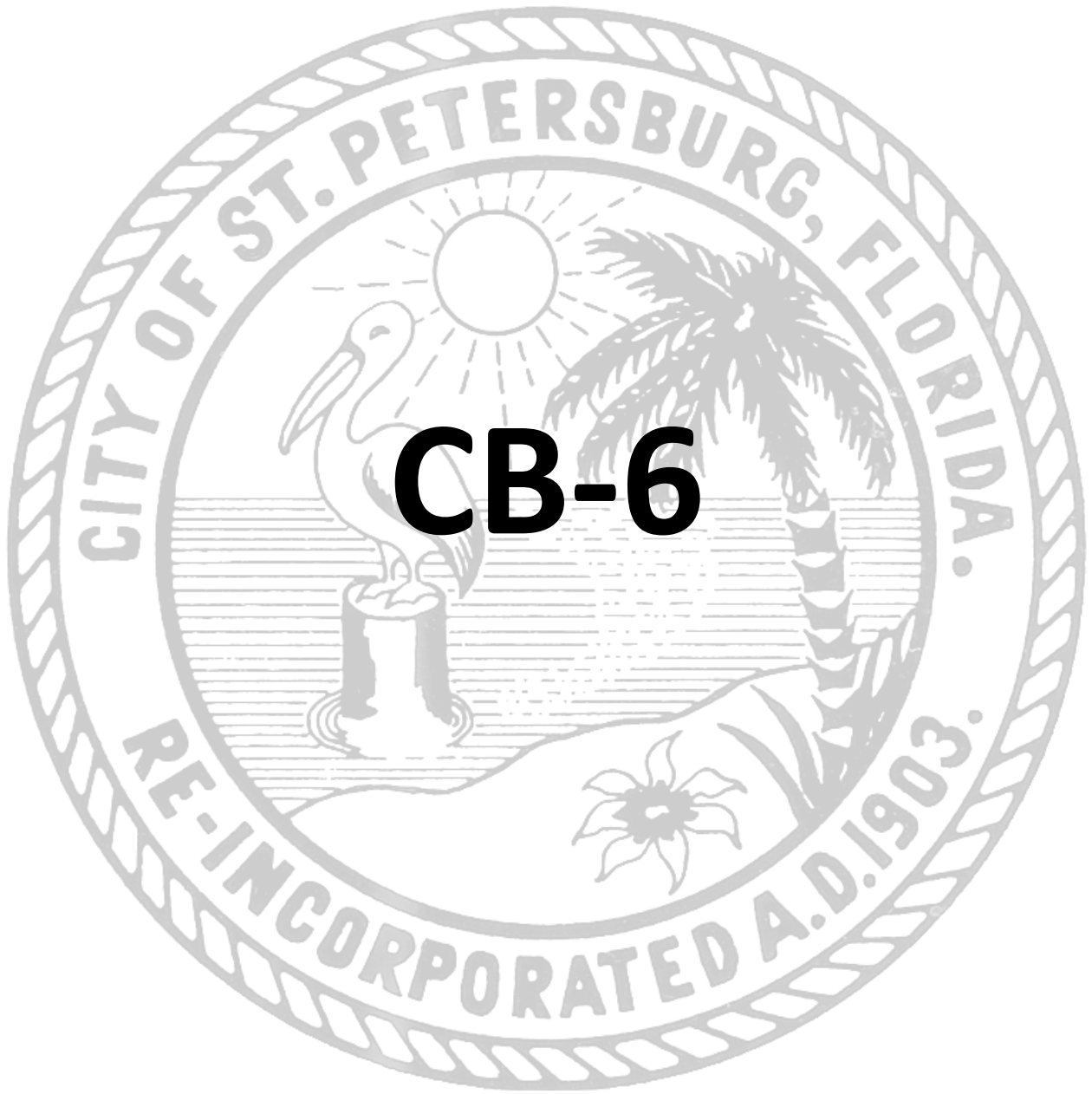
EXHIBIT A
LOCATION OF THE PREMISES



Approximate Street Address: 341 Eighth Avenue Southeast, St. Petersburg, Florida

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a License Agreement for a period of five (5) years with St. Pete Aviation Services, LLC d/b/a St. Pete Air, a Florida limited liability company, for the use of 3,064 square feet of space within a portion of Hangar No. 3, Unit "C" and one (1) tie down space, at Albert Whitted Airport, for an aircraft and avionics repair and maintenance business, subject to certain terms and conditions; and providing an effective date. **(Requires affirmative vote of at least six (6) members of City Council.)**

Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 11, 2025

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement for a period of five (5) years with St. Pete Aviation Services, LLC d/b/a St. Pete Air, a Florida limited liability company, for the use of ±3,064 square feet of space within a portion of Hangar No. 3, Unit "C" and one (1) tie down space, at Albert Whitted Airport, for an aircraft and avionics repair and maintenance business, subject to certain terms and conditions; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: On September 3, 2025, Real Estate and Property management received a request from St. Pete Aviation Services, LLC, d/b/a St. Pete Air ("Licensee"), a Florida limited liability company, to enter into a new agreement ("License") for the Licensee's continued use of a portion of Hangar No. 3, Unit "C", containing ±424 square feet of office/restroom/storage space and ±2,640 square feet of hangar/shop space, and one (1) tie down space, located at the exterior of 341 Eighth Avenue Southeast, St. Petersburg, Florida, located within Albert Whitted Airport ("Airport"), (collectively, "Premises"). The Licensee utilizes the Premises for its aircraft and avionics repair and maintenance business.


The proposed License, subject to City Council approval, provides for a term of five (5) years ("Term"), with the Licensee paying an annual fee to the City in the amount of \$24,585, or \$2,049 per month ("License Fee"), during the first year of the Term. As the Airport currently has plans to conduct a study to determine current market rates ("Rate Study") for the Airport, the License Fee shall adjust pursuant to the results of the Rate Study, beginning with the first anniversary of the effective date of the License ("Initial Rate Adjustment"). However, under no circumstances shall the License Fee be adjusted downward. Following the Initial Rate Adjustment, the License Fee shall be adjusted annually upon each anniversary of the effective date of the License during the Term based on the percentage increase in the Consumer Price Index, with the maximum increase of 3.5%. In addition, the Licensee will maintain an aviation general liability insurance policy in an amount of at least \$2,000,000 per occurrence and \$3,000,000 aggregate, indemnifying the City against all claims or demands that may arise or be claimed on account of Licensee's use of the Premises. The proposed License may be terminated without cause by either party with no less than thirty (30) days written notice prior to the scheduled date of termination.

This License is in compliance with Section 1.02(c)(4)A.1 of the City Charter, which permits the leasing of property on Albert Whitted Airport not exceeding twenty-five (25) years with an affirmative vote of at least six (6) members of City Council.

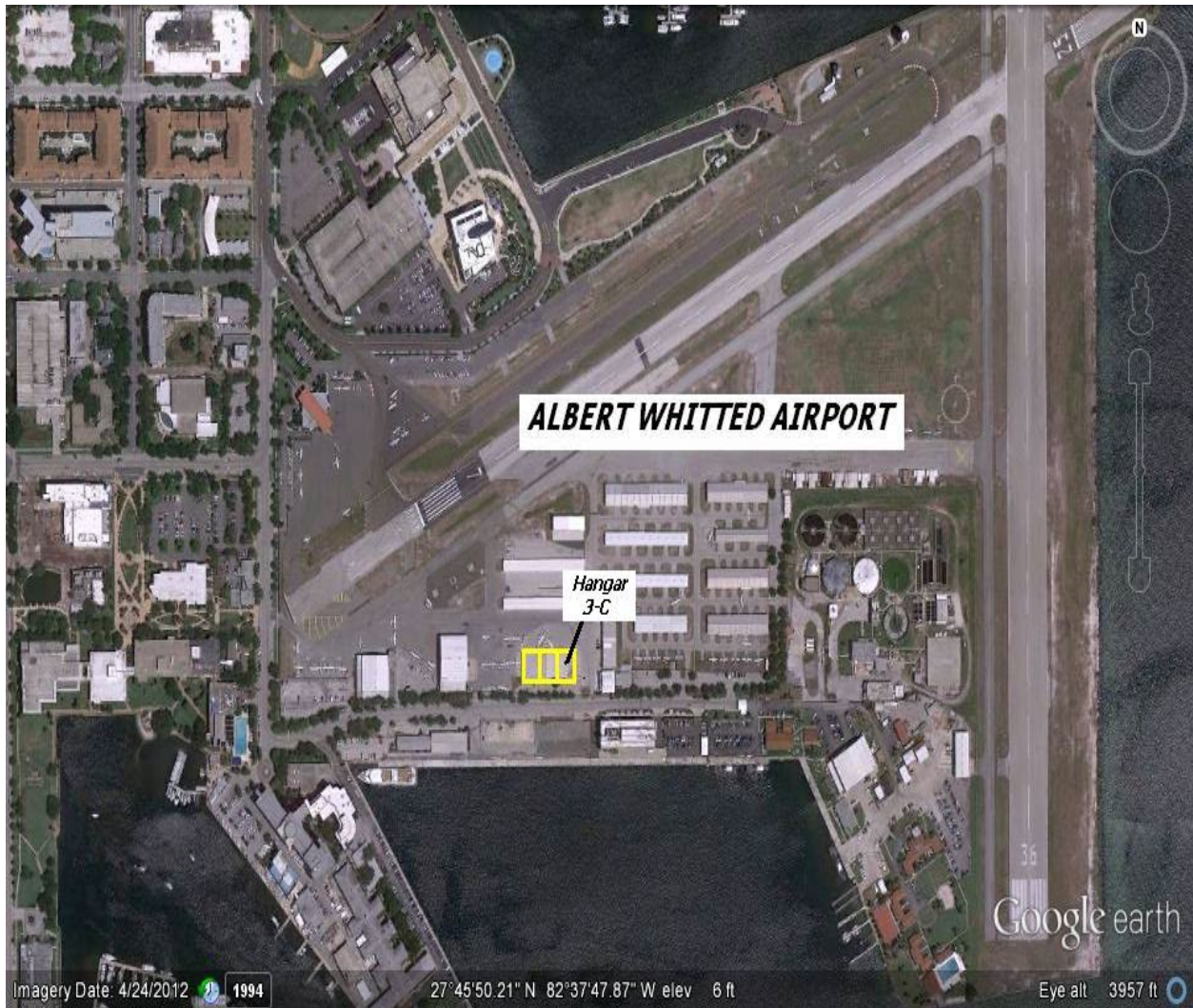
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement for a period of five (5) years with St. Pete Aviation Services, LLC d/b/a St. Pete Air, a Florida limited liability company, for the use of ±3,064 square feet of space within a portion of Hangar No. 3, Unit "C", at Albert Whitted Airport, for an aircraft and avionics repair and maintenance business, subject to certain terms and conditions; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:  AMF
Budget: N/A

**ILLUSTRATION
LOCATION OF THE PREMISES**



Approximate Street Address: 341 Eighth Avenue Southeast, St. Petersburg, Florida