



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, March 24, 2026
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the March 9, 2026 City Commission Meeting Minutes -
 - a. **Approval of the March 9, 2026 City Commission Meeting Minutes**
2. Installation of Elected Officials -
3. Approval of the Agenda -

Action Request: Motion to approve the March 24, 2026 agenda.

4. Presentations -
 - a. **Country Thunder Update**
 - b. **University of Florida Levin College of Law Environmental and Community Development Clinic on the legal feasibility of a Parking-Based Assessment for Street Infrastructure Funding**
 - c. **Boca Ciega Drive Reconstruction Design Direction**
 - d. **Permit Process Update**

5. Audience Comments -

If you wish to speak, please complete and submit a speaker's card to the City Clerk. When called, approach the podium and state your name and address for the record. Comments are limited to 3 minutes for both general and agenda items. Public comment on agenda items will be taken when that item is called. Any presentation intended as part of public comment must be provided to the City Clerk at least 24 hours before the meeting.

6. Consent -
 - a. **Resolution 2026-08: Temporary amnesty to waive the triple fee penalty for after-the-fact permitting for storm-damaged property**

b. Authorize the City Manager to execute a Services Agreement with BCS Construction Group, LLC for the Boca Ciega Bay Stormwater Outfall Improvements capital project in the amount not to exceed \$1,173,370.00

c. Approval of a special event permit with request for street closure for Pass A Grille Community Church Easter Sunrise Service on April 5, 2026.

7. Action Items -

a. Resolution 2026-07: Establishing and Amending Public Parking Fees

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH TO ESTABLISH PARKING RATE FEE SCHEDULE AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2026-07.

8. Items for Discussion -

9. City Clerk, City Manager, City Attorney and City Commission Reports -

10. Adjournment -

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present or do not feel comfortable appearing in person. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting

In your three (3) minute or less comment, please be sure to include your name and address for the record.

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.

City Commission Meeting
March 9, 2026
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilu, Mayor
Karen Marriott, Vice Mayor, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3
Jon Maldonado, Commissioner, District 4

STAFF PRESENT:

Frances Robustelli, City Manager	Adam Poirrier, Assistant City Manager
Ralf Brookes, City Attorney	Laura Canary, Community Development Director
Renee Rose, City Clerk	Luke Curtis, Building Official
Kathleen Murray, Management Analyst	Brandon Berry, Senior Planner

Mayor Petrilu called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance.

1. APPROVAL OF THE AGENDA

Commissioner Maldonado added a discussion item about Country Thunder as item 7a.

Motion: **Commissioner Robinson moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve the March 9, 2026 City Commission Agenda, as amended.**

2. PRESENTATIONS

a. Ordinance 2026-03: Communication and Small Wireless Facilities Design Standards

Telecommunications attorney W. Scott McCollough addressed the Commission on behalf of local residents regarding the proposed wireless facilities ordinance. He provided a presentation that was made part of the meeting record. He stated that residents had requested assistance reviewing the ordinance and noted that discussions with City staff and the City Attorney had resolved most issues, leaving three primary points of disagreement: the setback distance from residential dwellings, whether state law prohibits separation requirements between wireless facilities, and whether ordinance provisions should be mandatory or encouraged. Mr. McCollough explained that residents support a mandatory 40-foot setback from residential dwellings rather than the staff-recommended 30-foot setback, stating that wireless poles are typically about 40 feet tall and that a greater setback is necessary to reduce potential safety risks if a structure were to fall during severe weather. He also advocated for a 500-foot separation between wireless facilities, arguing that such a provision could be justified under state law through location-based regulations, aesthetic considerations, and concealment measures. He stated that the proposed negotiation process included in the ordinance could allow flexibility if a facility could not meet the separation requirement. Mr. McCollough acknowledged concerns about potential litigation but expressed the view that a facial legal challenge to the ordinance would be unlikely unless a permit were ultimately denied after negotiation failed. He concluded by thanking staff and the Commission for their consideration and offered to answer questions.

Commissioners asked questions regarding federal and state regulatory authority over wireless facilities. Mr. McCollough explained that there are ongoing efforts at the federal level, including proposed legislation in Congress and a rulemaking by the FCC, that could further limit local government authority over wireless infrastructure. He noted that many state and local government organizations are opposing those efforts. He also stated that while Florida is not the only state with statutes preempting local regulation of wireless facilities, many other states provide local governments with greater authority than Florida currently allows. In response to questions about setback standards, Mr. McCollough explained that the proposed 40-foot setback represented a compromise from earlier proposals that sought greater distances measured from the property line. It was also asked whether Florida case law supports separation or setback requirements under the current statute. Mr. McCollough stated that he was not aware of any case law specifically addressing separation requirements under the current law. Additional questions addressed whether a 40-foot setback could constitute an effective prohibition

under federal law. Mr. McCollough stated that under federal law the burden would be on the wireless provider to prove that a regulation effectively prohibits service by demonstrating that no feasible alternative locations exist. Questions were asked whether there is data showing that wireless poles have fallen and caused damage. Mr. McCollough noted that while utility poles have historically fallen during storms or accidents, small wireless facilities are relatively new technology and there is limited long-term data specific to those installations. However, he stated that the additional equipment mounted on the poles could increase potential impacts if a structure were to fail.

Matt Mucci, AT&T representative, addressed the Commission and stated that the company had participated in discussions with residents, staff, and the Commission regarding the proposed ordinance language. He expressed concern that the changes being considered in the current ordinance would conflict with state statutes governing the use of public rights-of-way. As a result, AT&T stated its opposition to the ordinance as proposed. Mr. Mucci also noted that AT&T has made efforts to work with residents, including voluntarily relocating a previously installed small cell facility, and indicated a willingness to remain available to answer questions.

b. Seawalls – Potential Code Updates

Luke Curtis, Building Official, presented an overview of the City’s seawall ordinance and requested Commission direction on potential modifications. His presentation was made part of the meeting record. He explained that seawalls are primarily intended to protect against tidal flooding, while stormwater from rainfall events must be addressed through separate drainage or retention measures. He reviewed the history of the ordinance, noting that the seawall elevation requirement of 5 feet NAVD (approximately 5 feet above sea level) was clarified in 2021. In September 2024, the ordinance was amended to create an administrative variance process allowing seawalls to be constructed at a lower elevation when justified by site conditions. He also reported that the number of seawall permit applications increased significantly following recent storm events, with more than double the number of permits submitted compared to the year prior to the storms. Mr. Curtis explained that variance requests typically fall into two general categories: properties with older, non-conforming homes built at grade prior to flood insurance rate maps, and newer homes constructed in compliance with elevation requirements. He outlined the five criteria currently used to evaluate administrative variance requests, including hardship considerations, potential impacts to neighboring properties, stormwater mitigation capability, and ensuring that any variance represents the minimum adjustment necessary. He requested Commission guidance on potential ordinance adjustments, including:

- requiring seawall designs that allow future elevation increases,
- establishing a possible cost threshold for stormwater mitigation measures,
- modifying the variance criteria to simplify approvals,
- reconsidering the required seawall elevation standard, and
- evaluating whether new construction should be required to bring seawalls into compliance with the current height requirement.

Discussion followed regarding how the current seawall ordinance functions in practice and potential challenges property owners face when seeking administrative variances. There were concerns about how the ordinance distinguishes between tidal flooding, which seawalls address, and rainwater flooding, which are managed through other measures such as swales, retention areas, infiltration systems, or similar drainage solutions. Mr. Curtis confirmed that the seawall ordinance primarily addresses tidal flooding and does not currently mandate rainwater mitigation measures for seawall construction. Discussion also raised concerns about using pre-FIRM and post-FIRM classifications when evaluating properties, noting that some homes built during transitional periods may not conform to modern flood standards despite technically being categorized as post-FIRM. Additional concerns were raised regarding how stormwater management requirements, such as accommodating a 25-year, 24-hour storm event, could be difficult for some low-lying properties to achieve due to limited site space or groundwater conditions. Questions were raised about how engineers determine the recommended seawall elevation when applying for a variance. Mr. Curtis explained that the determination is typically based on professional engineering

analysis of site conditions and potential impacts to the property. It was noted that contractors often default to the 5-foot NAVD standard established in the ordinance when designing seawalls. Further discussion addressed potential future options such as allowing additional methods to increase flood protection beyond seawall caps, including grading adjustments or stepped elevations behind seawalls. Questions were asked about the potential cost threshold for stormwater mitigation measures, with staff explaining that the suggested 20% value guideline could be applied to the value of the structure or other metrics depending on Commission direction. Mr. Curtis reported that approximately 83 seawall permits have been issued since October 2024, with less than 10 administrative variance requests, indicating that variance cases represent a small portion of total permits. He noted that recent variance decisions highlighted the difficulty of applying the existing criteria consistently and prompted the request for Commission guidance. There was support for exploring modifications to the ordinance, including requiring seawalls approved at lower elevations to be designed for future height increases, evaluating stormwater mitigation expectations, and considering whether an appeal process should be added for administrative variance decisions. Commissioners also expressed interest in requiring seawalls to meet elevation standards for new construction where feasible.

c. Parking Rate Study

Assistant City Manager Adam Poirrier presented revenue options from the 2025 parking study and related parking action plan. He explained that the study produced recommendations involving technology, signage, enforcement, ordinance changes, and revenue. He also noted that the City has established a parking enterprise fund to better manage parking revenues and expenses. He presented several standalone revenue options based on 2025 parking transaction data. These included increasing the citywide hourly parking rate by \$0.50; passing credit card processing fees on to users; adding a \$1 hourly “sunset pricing” surcharge from 4:00 p.m. to 8:00 p.m.; increasing rates by \$1 per hour during the peak season from February through April; aligning the County Park parking rate with the City’s standard rate; reducing morning rates by \$1 per hour until noon; treating Friday as part of the weekend rate schedule; and increasing the holiday flat rate from \$25 to \$40 per day. Mr. Poirrier explained that each revenue estimate was calculated individually and did not assume adoption of the full package, though staff also provided a combined estimate if all options were implemented. He noted that parking demand is strongest on Fridays, weekends, holidays, evenings, and during peak season. He also reported that the Finance and Budget Review Committee had reviewed the options and generally supported most of them, but did not support passing credit card fees on to users or reducing morning rates. The presentation concluded with a summary of possible next steps, including final adoption of the ordinance allowing parking fee changes by resolution, return of a resolution reflecting Commission direction, and continued work on related parking system improvements such as enforcement technology, financial reporting, signage, parking fines, and resident parking enhancements.

Discussion focused on the proposed parking rate options and clarifying questions were asked regarding enforcement hours, revenue impacts, and potential effects on residents and businesses. Mr. Poirrier confirmed that City parking is generally enforced from 8:00 a.m. to 8:00 p.m., while the County Park lot operates under 24-hour enforcement. Concerns were noted that higher parking rates could push more vehicles into nearby residential neighborhoods. It was suggested to adjust weekday enforcement hours rather than lower the morning rate. Commissioners discussed the potential revenue impacts of the options and acknowledged that changes could affect user behavior and parking demand. Commissioners expressed general support for most of the committee’s recommendations and generally favored implementing the proposed revenue adjustments. There was also discussion about the holiday flat parking rate currently in place during major holiday weekends. It was suggested that staff review the impacts of the flat daily fee, particularly in Pass-a-Grille, where local businesses have expressed concerns that the daily rate may discourage short visits. Staff indicated that they could analyze available transaction data and consult with local businesses to better evaluate potential alternatives, such as hourly pricing during those periods. Commissioners also briefly discussed the possibility of establishing a special event parking rate for large events in the future, but it was noted that current technology limitations may make location-specific or event-specific pricing difficult to implement immediately. There was consensus, based on the discussion, staff would prepare a draft resolution reflecting the FBRC’s recommendations and bring it back to the Commission for

consideration, along with additional data regarding holiday parking usage and potential alternatives.

3. PUBLIC COMMENT

John Rondolino, Maritana Dr., raised concerns about proposed seawall requirements, noting the six-foot elevation standard would also apply to Gulf-front properties. He questioned tying seawall variances to stormwater retention studies and suggested that, if flood protection is the goal, property owners should be allowed to raise lot elevations to higher flood standards.

Deborah Schechner, Boca Ciega Isle Dr., noted that some neighborhoods have areas without seawalls due to historical requirements for adjacent property owner agreement and asked how those situations would be addressed under proposed regulations. She commented on low awareness of the upcoming election and encouraged greater voter participation. She expressed support for passing through credit card fees on parking.

John Kurzman, Bahia Honda Way, offered suggestions on several topics, including considering design options for seawalls and the need for backfilling when raising them to prevent drainage issues. He commented on FEMA flood insurance rating changes and suggested advocating for policy updates. On parking, he suggested adjusting rates rather than adding credit card fees when no cash option exists and recommended reviewing demand data when setting pricing. Regarding small cell facilities, he supported a setback standard based on the greater of 30 feet or the pole height and cautioned about potential unintended placement impacts from a 500-foot separation requirement.

Kelly Lee McFrederick, Maritana Dr., raised concerns about seawall requirements affecting historic docks and asked how permits for modifications would be handled. She also questioned whether commercial properties, including nearby hotels, would be required to meet the same seawall standards and expressed interest in having input on the design and engineering of any required improvements.

4. CONSENT

- a. Approval of the February 24, 2026 City Commission Meeting Minutes.
- b. Approval of an amended Fiscal Year 2026 Compensation Pay Plan.
- c. Authorize the City Manager to execute the fourth services agreement with Cotton Global Disaster Solutions, in the amount of \$36,777.99 for the Don Vista Art Center second level flooring repairs damaged by Hurricanes Helene and Milton.

Motion: Vice Mayor Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the March 9, 2026 City Commission Consent Agenda, as presented.

5. ORDINANCES

a. Final Reading Ordinance 2026-02: Parking Fees Established by Resolution

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING APPENDIX A OF THE CITY'S CODE OF ORDINANCES RELATING TO PARKING FEES; REMOVING PARKING FEES FROM APPENDIX A; PROVIDING THAT PARKING FEES SHALL BE ESTABLISHED AND AMENDED BY RESOLUTION OF THE CITY COMMISSION; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Attorney Brookes read Ordinance 2026-02 in title only.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Maldonado moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the final reading of Ordinance 2026-02.

b. Final Reading Ordinance 2026-03: Amending Code of Ordinances Chapter 132 Pertaining to

Communication and Small Wireless Facilities Design Standards

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES CHAPTER 132 COMMUNICATION FACILITIES IN THE CITY RIGHTS-OF-WAY, SEC. 132-16 DESIGN STANDARDS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER’S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Attorney Brookes read Ordinance 2026-03 in title only. He reported that since first reading, meetings were held with the residents’ attorney and representatives for Verizon and AT&T to discuss potential revisions to the proposed wireless facilities ordinance. Updated language reflecting those discussions was included in the Commission’s meeting materials. Key areas of discussion included setback requirements. Staff continues to recommend a 30-foot setback from an existing dwelling unit, while residents proposed a 40-foot setback. Residents also proposed separation distances of 10 feet from driveway aprons and 30 feet from fire hydrants. Staff agreed with the intent but recommended referencing existing requirements in the Land Development Code and fire safety codes rather than specifying new distances in the ordinance. Both parties agreed on language encouraging placement of wireless facilities and supporting structures near interior side lot lines rather than directly in front of dwellings, subject to driveway and hydrant limitations. Residents also agreed with staff’s recommendation to use a negotiation process for alternative locations rather than a variance process. Regarding the proposed 500-foot separation distance between facilities, staff maintained its recommendation not to include a specific minimum distance. Instead, the ordinance would encourage maximum separation to the extent possible and technically feasible without limiting communications service, with determinations made on a case-by-case basis. Additional language was also agreed upon to require compliance with applicable codes, including any rules or restrictions related to historic districts. Staff noted that additional technical input on setback feasibility would be provided.

Senior Planner Brandon Berry presented an overview of the two setback proposals under consideration for wireless facilities. The staff alternative recommends a 30-foot setback from an existing residential dwelling where technically feasible, measured from the structure rather than the property line. The citizen proposal requests a 40-foot setback from the nearest existing residential dwelling or permitted structure. Mr. Berry explained that typical right-of-way widths and building setbacks in most areas of the City leave approximately 32 to 38 feet between the curb and residential structures, though conditions vary by neighborhood. Older neighborhoods may have larger setbacks, while newer homes are often built closer to the property line. Based on these conditions, staff indicated that a 30-foot setback would be easier to accommodate citywide, where a 40-foot setback could be more challenging in certain areas, though it would not necessarily prohibit placement of facilities.

Discussion continued regarding the proposed setback distances for wireless facilities. Commissioner Maldonado illustrated the distance difference and noted that since some poles can reach approximately 40 feet in height, a 30-foot setback does not provide sufficient safety buffer if a structure were to fall. He supported increasing the setback to 40 feet. There were questions about the typical height of wireless facility poles and antennas. Staff explained that antennas are usually mounted above the pole and often extend five to seven feet higher, with some installations reaching heights of approximately 51 to 53 feet. Further discussion addressed the proposed 500-foot separation concept. There were concerns about the visual and aesthetic impacts of multiple poles in close proximity and it was asked whether aesthetic considerations could be highlighted if numerical separation limits are restricted by state law. Existing clusters of poles near City Hall were used as an example of potential visual impacts if placement is not managed carefully.

PUBLIC COMMENT

The following spoke in opposition of the staff proposed draft, and in support of the resident draft:
Roger Houde, Pass-a-Grille
Ron Vignault, Pass-a-Grille
Lauren Mones, Pass-a-Grille

Dean Lurker, Pass-a-Grille
Nancy Lurker, Pass-a-Grille
Kelly Lee McFrederick, Maritana Dr.
Jack Rice, Maritana Dr.
Kathy Garchow, Casablanca Dr.
Deborah Schechner, Boca Ciega Isle Dr.

Discussion included legal considerations related to the proposed wireless facility ordinance. It was asked whether the residents' proposal, particularly the 500-foot separation requirement, would withstand legal challenge. Attorney Brookes advised that while increasing the setback from 30 to 40 feet could potentially be incorporated within the staff language as an encouraged standard, the proposed 500-foot minimum separation distance would likely conflict with state law, which prohibits municipalities from imposing minimum separation requirements for small wireless facilities. He noted that adoption of language preempted by state statute could expose the City to legal challenges and potential liability for attorney's fees. Discussion continued, noting the importance of adopting an ordinance that can withstand legal scrutiny and support for the 40-foot setback while opposing the 500-foot separation requirement due to the associated legal risks. It was acknowledged that improvements in the ordinance related to safety considerations such as fire hydrant and driveway clearances were included. Concerns were raised about the aesthetic impacts of wireless facilities and the overall appearance of utility infrastructure within the City. Staff explained that the City's regulatory authority over aesthetics is limited primarily to design elements such as color, paint, or concealment treatments. Attorney Brookes noted that pending state legislation could further restrict landscaping requirements. As a potential compromise, he suggested including the residents' proposed 500-foot separation provision as a separate subsection with a severability clause, allowing the remainder of the ordinance to remain in effect if that provision were later invalidated. Commissioners also explored whether a density-based limitation could be used as an alternative to a separation distance; however, staff advised that this approach could also be interpreted as a prohibited limitation under state law.

Motion: Commissioner Maldonado moved, Mayor Petrila seconded, and the motion carried 4-1 to approve the final reading of Ordinance 2026-03, as amended to include where technically feasible a 40 ft setback from dwellings and 500 ft. separation distance and a negotiation period. Vice Mayor Marriott voted no.

6. ACTION ITEMS

a. Resolution 2026-06: Grant an Easement to Duke Energy Florida for City property at 8665 Boca Ciega Dr. (Pump Station 1).

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH GRANTING A TEN FOOT BY TEN FOOT LIMITED PURPOSE UTILITY EASEMENT TO DUKE ENERGY FLORIDA, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Brookes read Resolution 2026-06 in title only.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Robinson moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to adopt Resolution 2026-06.

b. Resolution 2026-05: Waive permit fees for seawall repairs in rights-of-way

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH TO TEMPORARILY WAIVE BUILDING PERMIT AND PLANS EXAMINATION FEES FOR PRIVATE SEAWALL PERMITS ADJOINING CITY RIGHTS OF WAY BEGINNING MARCH 10, 2026, THROUGH AND INCLUDING MARCH 10, 2028; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Brookes read Resolution 2026-05 in title only.

Luke Curtis, Building Official, presented a brief analysis of the potential fiscal impact of waiving permitting fees for seawalls adjacent to the public right-of-way. Approximately 4,575 linear feet of seawall fall within this category. Based on permits issued since the recent storms, the average construction cost was estimated at \$1,118 per linear foot, representing roughly \$5 million in total project value. The associated permitting fees for that work were estimated at approximately \$83,000, which would represent the potential revenue waived.

Discussion focused on the potential scope and equity of waiving seawall permit fees. It was asked how many properties would be affected, with staff estimating roughly 40–60 properties. It was suggested the program could potentially be expanded citywide for a limited period, allowing any property owner wanting to replace or improve a seawall to receive a fee waiver to encourage broader resiliency efforts. Staff noted a citywide analysis has not yet been completed and that a comprehensive seawall study is underway, with more detailed information coming. It was also noted that expanding the waiver citywide could represent a significantly larger fiscal impact, potentially reducing permit revenue by several hundred thousand dollars. Commissioners noted the importance of equitable opportunities for property owners but emphasized that the current proposal focuses specifically on seawalls adjacent to City rights-of-way because those structures also protect public infrastructure such as roads, utilities, drainage systems, and sidewalks. Improving these seawalls was described as helping safeguard upcoming public capital investments in those areas.

PUBLIC COMMENT

Kathy Garchow, Casablanca Dr., on behalf of DCPOC, spoke in support of the resolution. She also noted illegal parking on empty lots in neighborhoods and asked if the city can partner with a towing company. She thanked Mayor Petrila and Commissioner Rzewnicki on the eve of the election.

John Rondolino, Don Cesar Place, spoke in support of the resolution.

Commissioner Rzewnicki supports a retroactive waiver back to Hurricane Helene.

Motion: Commissioner Rzewnicki moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to adopt Resolution 2026-05, as amended to retroactively waive fees back to Hurricane Helene.

7. ITEMS FOR DISCUSSION

a. Discussion on Country Thunder (Added)

Commissioner Maldonado raised a discussion regarding the proposed Country Thunder event, noting increased public attention and questions about the festival. While expressing support for large events that promote tourism and economic activity, concerns were raised about hosting the event on the beach during sea turtle and black skimmer nesting season. The Commissioner suggested the event could potentially be held in parking areas rather than directly on the beach and requested a cost estimate of City resources required, including public safety, emergency operations, and crowd control. Commissioners discussed environmental concerns, potential impacts on wildlife, parking and crowd management, and the need for transparency regarding costs and logistics. It was noted that the event would require permits from state agencies, including the Florida Department of Environmental Protection and Fish and Wildlife Conservation Commission, and that the City currently does not have a formal role in that permitting process, but concerns have been communicated. Commissioners shared interest in obtaining additional information from the organizers and potentially receiving a presentation outlining event logistics, safety planning, and resource impacts. Concerns were also raised regarding ticketing, parking overflow in residential areas, and the overall scale of the event. City Manager Robustelli noted it's an administrative special permit.

8. CITY CLERK, CITY MANAGER, CITY ATTORNEY, AND CITY COMMISSION REPORTS

Renee Rose, City Clerk – As a reminder, the municipal election is tomorrow, Tuesday, March 10. The polling

location for Districts 1 & 2 is City Hall, and the polling location for Districts 3 & 4 is the Warren Webster Building. Polls will be open from 7am-7pm.

Frances Robustelli, City Manager – She acknowledged Senior Planner Brandon Barry for his work supporting City policy review, interpretation, and recommendations. She noted the complexity of his role and expressed appreciation for Mr. Barry’s contributions to the organization.

City Attorney Brookes – He shared similar appreciation for Mr. Berry. He reported that the City received a pro se petition for writ of certiorari filed by a resident related to the Board of Adjustment variance approval for 702 Pass-a-Grille Way. He noted that the matter is covered under the City’s insurance defense coverage and explained that the case will proceed as an appellate review based on the record and transcript of the Board of Adjustment proceedings, with no trial expected.

Commissioner Maldonado – He is hosting a community meeting Monday, March 16th at 6pm at the Warren Webster building. He echoed the comments regarding Mr. Berry.

Commissioner Rzewnicki – She shared support for Mr. Berry and stated that attacks directed at staff during the meeting was inappropriate.

Commissioner Robinson – She reminded residents to participate in the upcoming election and confirmed polling locations. She shared support for prior comments recognizing Mr. Berry and highlighted the importance of maintaining order during public meetings.

Vice Mayor Marriott – She reminded the public of upcoming community events, including the first Spring Concert in the Park and the Corey Avenue St. Patrick’s Day street party. She recognized the Corey Avenue Business Association for organizing successful events and contributing to the vibrancy of the Corey Avenue district.

Mayor Petrila – no report

Mayor Petrila adjourned the meeting at 9:16pm.

MINUTES APPROVED: MARCH 24, 2026

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

Country Thunder Event Planning Update As of March 24, 2026



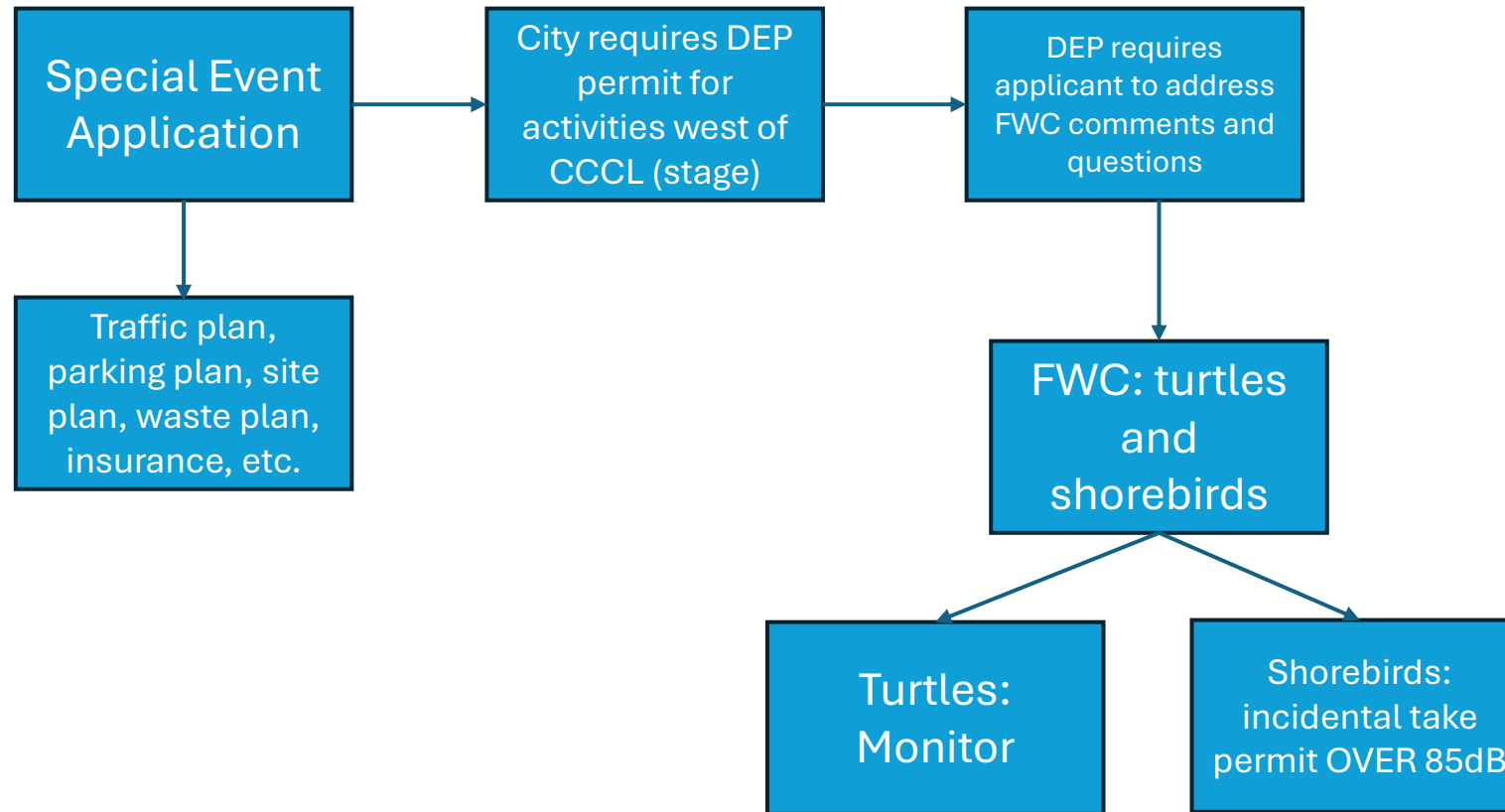
Overview

- Dates: **May 8-10, 2026**
- Venue: **Tradewinds Resort**
- Promoter: **Country Thunder**
- Environmental: **Audubon Society, Sea Turtle Trackers**
- Law Enforcement: **Pinellas County Sherrif's Office (PCSO)**
- Emergency Services: **St. Pete Beach Fire Rescue**
- Waste Services: **Waste Connections, CT on-site vendor**

Guiding Principles

- Comprehensive Plan – Coastal and Conservation Element Six
 - Objective 1.5: The city shall protect, to the maximum extent possible, species with special status from adverse impacts due to loss of natural foraging, feeding, nesting, and brooding habitats.
 - Policy 1.5.1: The city shall assist with the application of and compliance with all state and federal regulations pertaining to species of special status.
- Special Event Permitting Guidelines

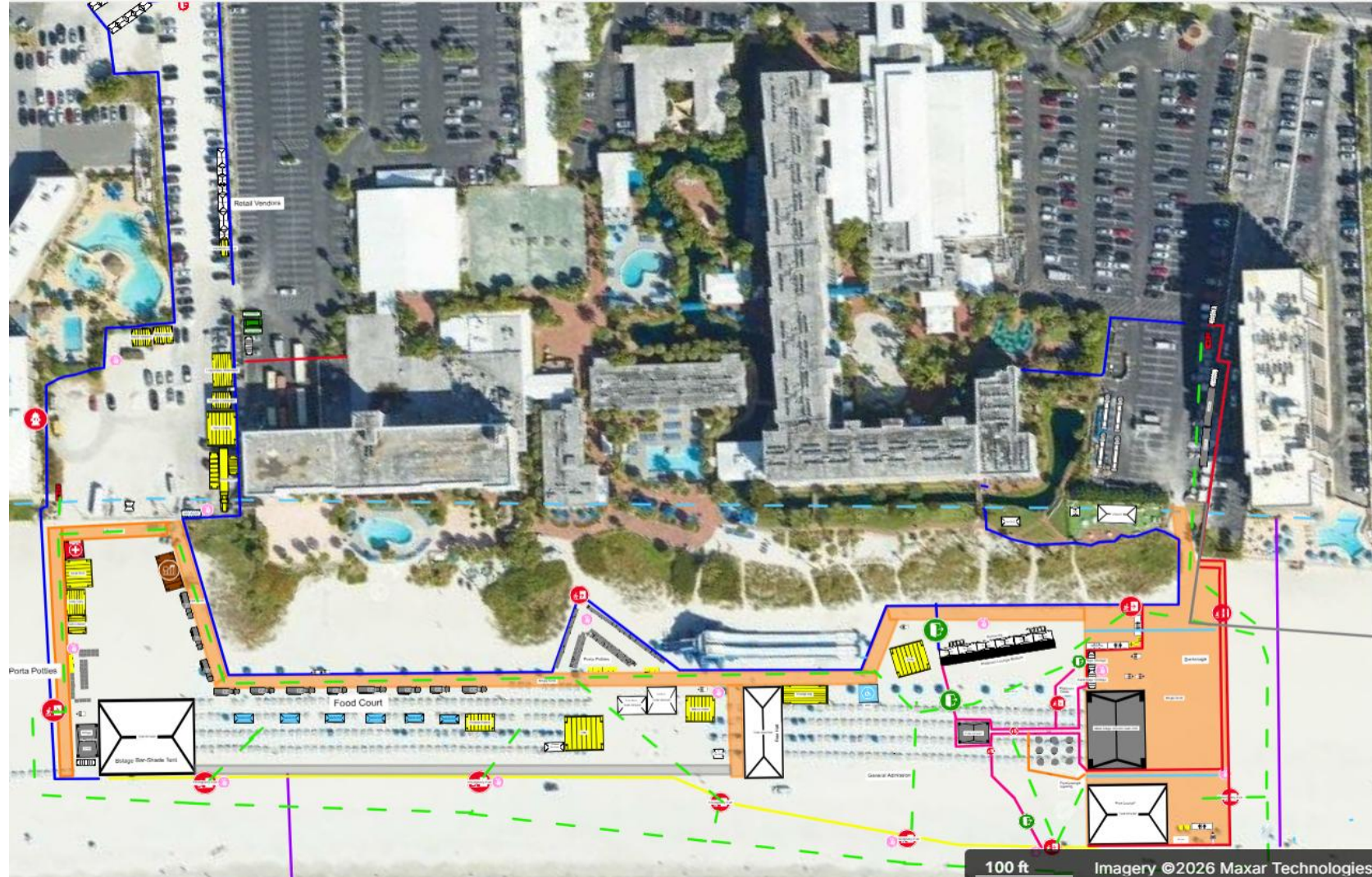
Permitting Process



Permitting Status

- Department of Environmental Protection (DEP): **not issued to date**
- City special event permit: **not issued to date**

Event Site Map – Subject to Change



Mitigating Factors

Environmental – Shorebirds

- MOU pending from venue and producers
 - **Cap sound at 85dB**
 - No drones
 - No pyrotechnics
 - On-site parking for four Audubon personnel
 - Hire an Audubon educator with tent space on event site
 - Day of event bird monitoring
 - PCSO personnel to assist with enforcement of bird monitoring
 - City requested no future events occur during shorebird season



Environmental - Turtles

- Daily turtle monitoring by Sea Turtle Trackers
 - Bruno Falkenstein is the organization's Founder, President, and principal Florida Fish & Wildlife Commission permit holder.
- Identified nests will be secured
- City requested no future events occur during nesting season



Fire Rescue

- Lead presence for on-site Emergency Operations Center (EOC)
 - TradeWinds to provide suite for EOC
- Evacuation plan – Country Thunder to provide details
- ATVs for in-crowd medical emergencies
- Tentative staffing plan based on site layout TBD

Pinellas County Sherrif's Office (PCSO)

- Traffic management plan in progress – not submitted to date
- Ingress/Egress management for buses and emergency services
- Crowd management outside of event site (aka on the beach)
- Presence in Emergency Operations Center (EOC)
- Patrol boat off coast of TradeWinds beach

Traffic Plan

- Traffic plan in progress via PCSO – have not been submitted to date
- Initial concerns identified:
 - Traffic signal management on 75th at Boca Ciega, Blind Pass, Gulf Blvd.
 - Closing left-turn lane on Mangrove and 75th
 - Closing left-turn/cut-through access on Blind Pass and Gulf Winds
 - Discussion around traffic flow management during peak times on Gulf Blvd.

Transportation and Parking

- Plans have not been submitted to date
 - Primary event parking at Tropicana Field – waiting on contract from TB Rays
 - Shuttle Buses to/from Tradewinds event site
 - Rideshare drop-off at Rumfish property
 - City will increase parking enforcement

Waste Services

- Waste plan has not been submitted to date
 - Waste Connections will provide 30-yard dumpsters, 8-yard dumpsters, and toters to be used on event site
 - Third-party company to be used for daily trash collection on event site
 - Nightly sweep and clean for the next day
 - Morning dumpster pickup before gates open
 - Additional 8-yard dumpsters to be placed on beach from Upham Beach to County park, similar to 4th of July plan
 - Additional city staff to be provided for trash collection outside of event zone

Business Support for Economic Development Opportunities

- May hotel occupancy rates
- Direct, indirect, induced economic impact
 - Direct – TradeWinds and other hoteliers
 - Indirect – Local businesses serving visitors (retail, restaurant/bar, etc.)
 - Induced – Temporary employment, non-event related spending
- Increase synergy across small business community
- National brand visibility and recognition in both earned and organic media (i.e., **#stpetebeach**)
- Attraction of future talent and investment

City Communications

- Multi-channel updates as plans progress
- Public awareness regarding environmental stewardship
- Reinforce parking and transportation restrictions
- Reminders of County Thunder event rules and regulations
- Respond to/redirect media inquiries before and/or days of events
- Support City Manager and City Commissioners as needed

Next Steps

- DEP Permit
- City Special Event Permit
- Memo of Understanding (MOU)
- Calculate reimbursement costs for all city resources used (sheriff, fire rescue, public services)

Questions?

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: University of Florida Levin College of Law Environmental and Community Development Clinic on the legal feasibility of a Parking-Based Assessment for Street Infrastructure Funding

Action Request: n/a

Strategic Objective: Economic Development and Smart Growth

Date: March 24, 2026

Prepared By: Gilbert Martinez, Senior Planner

Through: Laura Canary, Community Development Director
Kristin Coman, Planning Manager

Summary of Issue: Faculty and students from the University of Florida Levin College of Law Environmental and Community Development Clinic will present the results of a legal analysis examining the feasibility of establishing a special assessment based on non-residential parking spaces to support street maintenance and related transportation infrastructure. The presentation will provide an overview of the legal framework governing special assessments in Florida and discuss how a parking-based assessment could potentially serve as a dedicated funding tool for local infrastructure.

The presentation will summarize key findings indicating that such an assessment may be legally feasible if the City can demonstrate that the assessment provides a special benefit to the properties assessed and is fairly apportioned among those properties. The presenters will also discuss considerations for implementation, including the need for supporting data and analysis and compliance with statutory procedures such as public notice, hearings, and adoption of an assessment roll.

Funding: n/a

Attachments: 1. 2026 1 28 City of St Pete Memorandum re parking

- assessment
- 2. 2026 3 24 St Pete Beach Commission
Presentation

MEMORANDUM

To: The Honorable Adrian Petrila, Mayor
Frances Robustelli, City Manager
Gil Martinez, Senior Planner

From: Olivia Guntner, Juris doctor candidate
Jack Gustke, Juris doctor candidate
Rocky Tinkler, Juris doctor candidate
Thomas Hawkins, JD, AICP

Date: Wednesday, January 28, 2026

Subject: Feasibility of St. Pete Beach's Parking-based Assessment

I. Introduction

Local governments are responsible for maintaining essential infrastructure, such as roads and wastewater systems, and they bear the cost of maintaining and servicing this infrastructure while having limited options to collect revenue.¹ Deferred maintenance costs can, over time, accumulate to unsustainable amounts. Charles Marohn, a civil engineer who has popularized discussions on local government finance of infrastructure maintenance, has gone so far as to call this situation a "ticking time bomb of unfunded liability."²

In recent decades, the city of Detroit notoriously declared bankruptcy after its liability for infrastructure improvements exceeded the city's capability to fund them.

[F]or decades . . . the City of Detroit has experienced dwindling population, employment, and revenues. This has led to decaying infrastructure, excessive borrowing, mounting crime rates, spreading blight, and a deteriorating quality of life.

¹ See Charles Marohn, *America's Growth Ponzi Scheme*, Strong Towns (May 18, 2020), <https://www.strongtowns.org/journal/2020-5-14-americas-growth-ponzi-scheme-md2020>.

² *Id.*

The City no longer has the resources to provide its residents with the basic police, fire and emergency medical services that its residents need for their basic health and safety.³

Cities in Florida face the same infrastructure funding challenges. This problem is exacerbated in coastal Florida cities that must also spend additional capital to protect residents and property from storms and flooding.⁴ The city of St. Pete Beach, Florida is in this position.⁵ As a popular beachgoing destination, St. Pete Beach also must accommodate 60,000 vehicle trips on its streets each day despite having only 9,000 residents.⁶

In January of 2025, St. Pete Beach conducted a paving condition index study that estimated the city needs \$10,499,451.71 to improve its streets.⁷ In this study, the city categorized the conditions of streets—very poor, poor, fair, good, and satisfactory—and estimated the cost of improving each category to be:

- very poor, \$170,192.88;
- poor, \$930,479.62;
- fair, \$2,999,253.31;
- good, \$2,447,194.46; and
- satisfactory, \$3,910,853.23.⁸

To address the city's need for revenue dedicated to street repairs, the memorandum evaluates the city's ability to create an additional source for revenue for street improvements. Specifically, this memorandum evaluates the feasibility of charging an assessment for street repairs that the city apportions by the number of non-residential parking spaces on properties throughout the jurisdiction.

³ *In re City of Detroit*, 504 B.R. 191, 206 (Bankr. E.D. Mich. 2013).

⁴ At least 12,000 properties in St. Petersburg were damaged by Hurricanes Helene and Milton. *Hurricane Helene & Milton Damage Assessment Code Cases*, City of St. Petersburg https://www.stpete.org/residents/community/damage_assessment.php.

⁵ See, Cap. Improvement Plan Data, St. Pete Beach (Nov. 5, 2025) (on file with Clinic).

⁶ Matthew McCellan, *St. Pete Beach mayor proposes tolls for tourists to fund \$200 million in repairs*, Fox 13 News (Nov. 6, 2025, at 7:53 AM EST), <https://www.fox13news.com/news/st-pete-beach-mayor-tolls-tourists-fund-million-repairs>.

⁷ Cap. Improvement Plan Data, St. Pete Beach (Nov. 5, 2025) (on file with Clinic).

⁸ *Id.*

II. Background

A. Home rule authority

Local governments in Florida may exercise only powers that the state of Florida expressly grants them. Any powers the legislature does not expressly grant local governments belong to the state.⁹ Before 1968, the state constitution required an act of the Florida Legislature to grant power to municipalities to broaden local governments' powers.¹⁰ However, in 1968, Florida amended its constitution to expand municipal powers by granting cities the ability to "exercise any power for municipal purposes except as otherwise provided by law."¹¹ This expanded power is referred to as "home rule authority."¹²

Following the state's constitutional grant of home rule authority to local governments, the Florida Legislature enacted the Municipal Home Rule Powers Act in 1973, which codified local governments' home rule authority in Chapter 166 of the Florida Statutes.¹³ So, Florida grants its cities with broad powers to act for any municipal purpose so long as the legislature does not preempt that authority.¹⁴

B. Taxes, assessments, and fees

Taxes, assessments, and fees are three separate and distinct methods that local governments use to generate revenue. A tax is "unavoidable"¹⁵ and is a "burden of contribution imposed by sovereign right for the support of the government, the administration of the law, and to execute the various functions the sovereign is called on to perform."¹⁶

Assessments "are not ordinary taxes levied for the purpose of sustaining the government, but are burdens in the form of taxation imposed by law upon real property for a public improvement"¹⁷ and are "governed by entirely different principles" from taxes.¹⁸ Local

⁹ *City of Boca Raton v. State*, 595 So. 2d 25, 27 (Fla. 1992).

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*; Ch. 166, Fla. Stat.

¹⁴ *City of Boca Raton*, 595 So. 2d at 27.

¹⁵ *City of Cooper City v. Joliff*, 277 So. 3d 633, 636 (Fla. 4th DCA 2017).

¹⁶ *Id.*

¹⁷ *Swanson v. Therrell*, 150 So. 634, 636 (Fla. 1933).

¹⁸ *City of Cooper City*, 277 So. 3d at 636.

governments charge assessments "against property of some particular locality because that property derives some special benefit for the expenditure of money."¹⁹ Therefore, the key distinction between taxes and assessments as revenue sources is that assessments require the local government to provide charged properties a special benefit while taxes do not.

Despite this fundamental difference, paying taxes and assessments is "mandatory" when a local government imposes them.²⁰ Fees are similar to assessments in that a local government must provide a benefit to validly charge a fee, but the key distinction between fees and assessments is that a fee is voluntary, meaning that the person charged with the fee has the "option of not utilizing the governmental service and thereby avoiding the charge."²¹ In short, taxes and assessments are mandatory while fees are not, and fees and assessments require a benefit to be valid while taxes do not.

Table 1. Key distinctions between taxes, assessments, and fees

	Taxes	Assessments	Fees
Person charged can choose to forego benefit (and therefore not pay)?	No	No	Yes
Charge must be proportionate to benefit government provides?	No	Yes	Yes
Government may exercise under home rule authority?	No	Yes	Yes

C. Local government authority to raise revenue

In Florida, local governments only have the authority to levy ad-valorem taxes, as authorized by the Florida legislature.²² However, Florida's local governments generate additional revenue through alternative methods, including user fees, impact fees, and special assessments.²³ These

¹⁹ *Workman Enters., Inc. v. Hernando Cnty.*, 790 So. 2d 598, 599 (Fla. 5th DCA 2001) (citing *Atlantic Coast Line R. Co. v. City of Gainesville*, 83 Fla. 275, 91 So. 118 (1922)).

²⁰ *Id.*

²¹ *State v. City of Port Orange*, 650 So. 2d 1, 3 (Fla. 1994).

²² *City of Cooper City*, 277 So. 3d at 636–37.

²³ *Id.*

alternative sources of revenue are not taxes.²⁴ The Florida legislature sets guardrails on local governments' authority to levy assessments. When an alternative source of revenue does not comply with state law, courts will strike it down as invalid.²⁵

To illustrate, in 1992, the City of Port Orange passed a "transportation utility fee" on all developed property within the city for the purpose of funding maintenance and improvement of road systems throughout the city.²⁶ Because property owners could not opt out of paying the charge—the key distinction of a fee—the court held that this "fee" was actually an unauthorized tax.²⁷ Therefore, the local government did not have the authority to implement the purported "fee," and the Florida Supreme Court declared the charge invalid.²⁸

III. Law on assessments

Given the limitations on taxes (that a local government may not charge a tax without state permission) and fees (that a local government cannot compel a person to accept the benefit a fee funds), this memorandum addresses an assessment as the most appropriate tool for addressing street improvement liabilities.

Local governments frequently use assessments to pay for community and infrastructure improvements, such as implementing stormwater services,²⁹ waste disposal services,³⁰ fire protection services,³¹ and maintaining streets.³² For a local government in Florida to validly charge an assessment, the local government must comply with statutory and common law requirements.³³

²⁴ *Id.*

²⁵ *State v. City of Port Orange*, 650 So. 2d 1, 4 (Fla. 1994).

²⁶ *Id.* at 1.

²⁷ *Id.*

²⁸ *Id.* at 4.

²⁹ *Sarasota Cnty. v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995).

³⁰ *Harris v. Wilson*, 693 So. 2d 945 (Fla. 1997).

³¹ *Lake Cnty. v. Water Oak Mgmt. Corp.*, 695 So. 2d 667 (Fla. 1997).

³² *Fisher v. Bd. of Cnty. Com'rs of Dade Cnty.*, 84 So. 2d 572 (Fla. 1956).

³³ Chapter 170 of the Florida Statutes outlines the requirements for *municipality* to lawfully impose an assessment. See Ch. 170, Fla. Stat. However, virtually identical requirements apply for counties. See Ch. 125, Fla. Stat; *Collier Cnty. v. State*, 733 So. 2d 1012, 1017 (Fla. 1999) (applying Chapter 125 and the same municipal common law requirements to a county). Though the term "local governments" encompasses

To lawfully impose an assessment in Florida, a local government must satisfy a two-pronged test. First, the local government must provide a special benefit to the property.³⁴ Second, the local government must "fairly and reasonably" apportion the assessment among those specially benefitted properties.³⁵ These requirements to create a valid assessment are relatively common and consistent across the United States as well.³⁶

A. Statutory requirement for special benefit and fair apportionment

The Florida Statutes require that a local government provide a "special benefit" to a property for an assessment to be valid.

Special assessments may be levied only for the purposes enumerated in this section and shall be levied only on benefited real property at a rate of assessment based on the *special benefit* accruing to such property from such improvements when the improvements funded by the special assessment provide a benefit which is different in type or degree from benefits provided to the community as a whole.³⁷

The legislature considers valid special benefits to include "construction, reconstruction, repair, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining" of

both municipalities and counties, only municipal requirements are relevant for the City of St. Pete Beach's purposes. As such, this memorandum addresses only the statutory requirements for city's.

³⁴ *Morris v. City of Cape Coral*, 163 So. 3d 1174, 1176–77 (Fla. 2015); *City of N. Lauderdale v. SMM Props., Inc.*, 825 So. 2d 343, 345 (Fla. 2002); *City of Boca Raton*, 595 So. 2d at 29.

³⁵ *Morris v. City of Cape Coral*, 163 So. 3d at 1176–77; *SMM Props., Inc.*, 825 So. 2d at 345; *City of Boca Raton*, 595 So. 2d at 29.

³⁶ See *Hayden v. Atlanta*, 70 Ga. 817, 822-23 (Ga. 1883) (explaining that "[t]axes are different from assessments for local improvements, taxes being burdens upon all persons and property alike, and compensated for by equal protection to all, while assessments are not burdens but equivalents, and are laid for local purposes upon local objects, and are compensated for to some extent in local benefits and improvements, enhancing the value of the property assessed . . . [which] . . . is the rule as recognized in most of the states of this Union."); *Berry v. City of Huntsville*, 259 So. 2d 269, 274 (Ala. Civ. App. 1971) (providing that, per the Alabama Constitution, assessments "shall not exceed (1) the costs thereof or (2) the increased special benefits derived from the improvement...") (citing *Stovall v. City of Jasper*, 118 So. 467 (Ala. 1928)); *Silicon Valley Taxpayers' Assn., Inc. v. Santa Clara Cnty. Open Space Auth.*, 187 P.3d 37, 41–42 (Cal. 2008) ("An assessment can be imposed only for a "special benefit" conferred on real property . . . , and the assessment on any parcel must be in proportion to the special benefit conferred on the particular parcel.").

³⁷ § 170.01(2), Fla. Stat. (emphasis added).

streets and sidewalks as well as similar servicing of sewer, stormwater management, and drainage systems.³⁸

This is the Florida statutory requirement for how local governments must apportion assessments.

Special assessments against property deemed to be benefited by local improvements, as provided for in s. 170.01, *shall be assessed upon the property specially benefited by the improvement in proportion to the benefits to be derived therefrom*, said special benefits to be determined and prorated according to the foot frontage of the respective properties specially benefited by said improvement, or by such other method as the governing body of the municipality may prescribe.³⁹

In evaluating the validity of an assessment, Florida's courts have provided further guidance on how these standards are applied in practice through a two-pronged assessment test. Local governments must comply with statutory procedural requirements and the two-pronged test to validly impose an assessment on property owners.

B. Florida case law standards for special benefit

In cases that interpret the validity of assessments, Florida appellate courts explain what constitutes a "special benefit" to satisfy the special benefit prong. A special benefit does not require the benefit to be "unique," nor does the benefit have to be "different in type or degree from the benefit provided to the community as a whole;" instead, all that is required is a "logical relationship between the services provided and the benefit to real property."⁴⁰

The assessment must also benefit the property itself, not the property owner. The Florida Supreme Court recognizes "limits on the use of special assessments to fund municipal-type services that, while providing a general benefit to individuals, do not confer a direct benefit upon the land burdened by the assessment,"⁴¹ which means that a court looks at how the assessment benefits *the property*, not the property owner. The special benefits to the property do not have to be "direct or immediate, but they must be substantial, certain, and capable of being realized within a reasonable time."⁴²

³⁸ § 170.01(1), Fla. Stat.

³⁹ § 170.02, Fla. Stat. (emphasis added).

⁴⁰ *Morris*, 163 So. 3d at 1177–78. See also *SMM Props., Inc.*, 825 So. 2d at 345; *City of Boca Raton*, 595 So. 2d at 29.

⁴¹ *Donnelly v. Marion Cnty.*, 851 So. 2d 256, 263–64 (Fla. 5th DCA 2003) (emphasis added).

⁴² *Water Oak Mgmt. Corp.*, 695 So. 2d at 667.

A municipality's finding of a special benefit receives judicial deference, so a court will uphold the finding so long as the finding is not "arbitrary."⁴³ Whether a finding is arbitrary turns on whether the municipality has "competent, substantial evidence" to support its finding; if such evidence is present, the finding is not arbitrary and the court will uphold the special benefit.⁴⁴ Florida appellate courts routinely strike down assessments due to a lack of competent, substantial evidence, so meeting this requirement is crucial to an assessment's validity.⁴⁵

Florida courts recognize a broad range of benefits that are sufficiently "special." For example, one Florida court upheld an assessment on trash collection as providing a special benefit to property owners living in areas of "inordinate amount of littering on the public rights of way."⁴⁶ Additionally, the Florida Supreme Court has recognized that treating polluted stormwater where the properties being assessed contribute the most to the pollution created a valid special benefit.⁴⁷ Even a community initiating beautification projects within a subdivision that enhance aesthetics and property value created a valid special benefit, according to the Florida Supreme Court.⁴⁸ This range of special benefits shows that there is no specific formula to create a special benefit; as long as the relationship is logical, the benefit can be realized within a reasonable time, and the local government's findings are supported by competent, substantial evidence, a benefit is sufficiently special.

C. Florida case law standards for fair apportionment

The Florida Statutes impose only one requirement on apportionment: the assessment must be in "proportion to the benefits to be derived therefrom."⁴⁹ Florida courts applying this requirement

⁴³ *Sarasota Church of Christ, Inc.*, 667 So. 2d at 184.

⁴⁴ *Donovan v. Okaloosa Cnty.*, 82 So. 3d 801, 807 (Fla. 2012).

⁴⁵ See *Fisher*, 84 So. 2d at 572 (finding an assessment invalid because there was no evidence or testimony to support finding a special benefit); *SMM Properties, Inc.*, 825 So. 2d at 343 (finding the same and stating that the lack of a special benefit made the assessment have the "indicia of a tax").

⁴⁶ *Charlotte Cnty. v. Fisk*, 350 So. 2d 578, 579 (Fla. 2d DCA 1977).

⁴⁷ *Sarasota Church of Christ, Inc.*, 667 So. 2d at 180.

⁴⁸ *City of Winter Springs v. State*, 776 So. 2d 255 (Fla. 2001).

⁴⁹ § 170.02, Fla. Stat. However, one case is an outlier, where the Florida Supreme Court allowed the assessment charged to outweigh the benefit a particular property receives. The *Lainhart v. Catts* court evaluated the validity of an assessment imposed in varying rates upon three different zones to create a "drainage district" in the Everglades. The complainant alleged that some of the land received no benefit from drainage because it is dry and thus "require[d] no drainage." Despite this, the court upheld the assessment, stating:

state that proportionality exists when assessments are proportional to the "benefits as compared to other assessments on other tracts."⁵⁰ In other words, the amount of the assessment cannot exceed the benefits the local government confers a given property,⁵¹ but the benefits conferred may exceed the amount of the assessment.⁵² Additionally, the money the local government collects from an assessment can be used to pay only for the improvements that the assessment was created to address.⁵³

The Florida Statutes also provide broad guidance for how a local government may prorate, or apportion, its assessment, stating that assessments are to be "determined and prorated according to the foot frontage of the respective properties specially benefited by said improvement, or *by such other method as the governing body of the municipality may prescribe*."⁵⁴ Importantly, the language "by such other method" opens the door for novel methods of apportionment beyond the typical foot-frontage apportionment. Courts agree with this interpretation, stating that "other methods are permissible," despite the front-footage methodology being "more traditional."⁵⁵

For example, the Florida Supreme Court authorized a non-front-footage apportionment method for a stormwater assessment where properties with impervious surfaces contributed to a greater portion of runoff and were thus assessed at a higher rate than properties without impervious

If left to individual initiative [draining the Everglades] probably would never be accomplished. The fact that such improvement may not be of direct benefit to every parcel of land within the district constitutes no just reason why it should not bear its portion of the expense incurred in the work of drainage and reclamation of the district as a whole; and the further fact that some of the lands are not overflowed is not conclusive that they receive no benefit.

Lainhart v. Catts, 75 So. 47, 50 (Fla. 1917). A similar outcome to this case is unlikely today, as the Florida Constitution was amended after this case was decided.

⁵⁰ *Morris*, 163 So. 3d at 1180.

⁵¹ *Id.* at 1178–79.

⁵² See *City of Boca Raton*, 595 So. 2d at 30 (finding an assessment valid where the benefits exceeded the amount of the assessment); Miami Shores, Fla., FY 2019 Stormwater Rate Study – Final Report, 11 (2019) ("Based upon our analysis, we have determined that benefits received by non-exempt residential and nonresidential properties within the Village will exceed the amount of the non-ad valorem stormwater assessments for all classes of benefitted properties.").

⁵³ See *City of Ft. Myers v. State*, 117 So. 97, 104 (Fla. 1928).

⁵⁴ § 170.02, Fla. Stat. (emphasis added).

⁵⁵ *City of Boca Raton*, 595 So. 2d at 31.

surfaces.⁵⁶ The local government assessed each parcel using a formula that determined the estimated contribution of stormwater runoff that the property would produce, and the local government assessed the properties according to that estimated contribution level.

Similarly, the Florida Supreme Court also permitted an assessment for infrastructure improvements where the assessment was "apportioned among the benefitted properties in relation to the property values of the various tracts."⁵⁷ These cases show that a court will not hesitate to allow non-front-footage apportionment methods as long as the local government also follows all other statutory and common law requirements.

An apportionment methodology must be tailored to the purpose of an assessment. The City of Ft. Myers adopted a single assessment to pave roads and to construct "storm sewers, catch-basins, manholes, and accessories".⁵⁸ A reviewing court invalidated the assessment, stating that in situations where an improvement program is of such large "magnitude and variety ... where there are several unconnected and distinct constructions or programs for improvement purposes, there should be an adjudication or finding of benefits as to each program separately."⁵⁹ In other words, because any given property impacts transportation and stormwater differently, no single apportionment method could fairly allocate the cost of both benefits.

Together, the Florida Statutes' proportionality requirement and proration guidance and the Florida courts' proportionality requirement constitute what the courts call "fair and reasonable apportionment." When an assessment is challenged on apportionment grounds, whether the assessment is fairly apportioned is a factual determination for a court. However, like the finding of a special benefit, courts defer to the municipality's judgment of whether the assessment is fairly and reasonably apportioned.⁶⁰ So long as the municipality's determination of fair apportionment is not "arbitrary," as determined under the "competent, substantial evidence" standard, a court will uphold it.⁶¹

⁵⁶ *State v. Sarasota Cnty.*, 693 So. 2d 546, 548 (Fla. 1997).

⁵⁷ *City of Boca Raton*, 595 So. 2d at 30.

⁵⁸ *See City of Ft. Myers*, 117 So. at 104.

⁵⁹ *Id.*

⁶⁰ *See Sarasota Church of Christ, Inc.*, 667 So. 2d at 184; *Donovan*, 82 So. 3d at 807.

⁶¹ *See Id.*

D. Competent and substantial evidence must support a local government's determination that an assessment confers a special benefit and is fairly apportioned

Courts will generally defer to a local government's decision that finds a special benefit exists and that an assessment is fairly apportioned; however, courts still require a local government to present "competent and substantial evidence" to support its findings.⁶² Competent substantial evidence is "such evidence as will establish a substantial basis of fact from which the fact at issue can reasonably be inferred [or] . . . such relevant evidence as a reasonable mind would accept as adequate to support a conclusion."⁶³

1. Case law discussion of competent and substantial evidence

Experts often use a short statement of need to show that the local government rationally decided to enact an assessment. As an example, the Village of Miami Shores hired an expert who used the following language to determine that a special benefit existed from a stormwater assessment:

Based upon our analysis, we have determined that benefits received by non-exempt residential and nonresidential properties within the Village will exceed the amount of the non-ad valorem stormwater assessments for all classes of benefitted properties. The benefits received by virtue of the Village's stormwater system include enhanced value of property, mitigation of flooding of private property, and mitigation of flooding of roadways.⁶⁴

The expert also compiled a report that explained the Village of Miami Shores' stormwater goals, historic and projected city revenues, and the methods of data analysis the expert used to find the city needed additional revenue.⁶⁵ To complete the report, the expert included a section that detailed the apportionment method, which calculated impervious surface area based on available tax data and GIS analysis.⁶⁶

However, local governments cannot create an assessment that is not backed with data even if the local government hires an expert—the expert must still have sufficient data to support his findings. To illustrate, Indian Creek Village, a small municipality in Miami-Dade county that shares a private island with a country club, wanted to enact an assessment to provide funding

⁶² *Donovan*, 82 So. 3d at 807.

⁶³ *Duval Util. Co. v. Fla. Public Serv. Com.*, 380 So. 2d 1028, 1031 (Fla. 1980) (citing *De Groot v. Sheffield*, 95 So.2d 912, 916 (Fla. 1957)).

⁶⁴ Miami Shores, Fla., FY 2019 Stormwater Rate Study – Final Report, 11 (2019).

⁶⁵ *Id.*

⁶⁶ *Id.*

for police services.⁶⁷ The country club sued the village for imposing an assessment on it that was thirty-three times higher than the assessment imposed on residential properties on the island.⁶⁸ The expert hired by the village did not actually conduct any studies about whether the country club benefited from the enhanced security.⁶⁹ The expert just assumed that the properties on the island benefited from the assessment based on prior case law.⁷⁰ Moreover, at trial, nobody could explain how the club receives thirty-three times the benefit from security services that a residential property receives.⁷¹ Therefore, the court declared the assessment invalid.⁷²

On appeal, the appellate court agreed that the assessment was invalid due to a lack of substantial evidence and noted that:

[The expert] failed to conduct studies to determine; (a) how the Club's golf course property benefits from the police department's services; (b) whether or not a golf course requires the same level of security as do developed multimillion dollar residential homes; (c) the historical use of the Club's property or even that of any other property on the Island, and; (d) whether the Club, as the only non-residential property with an 18-hole golf course on the Island, actually requires the amount of manpower and services included in the special assessment, or whether a Club requires the only the type and level of "security" services already being funded.⁷³

Accordingly, an expert analysis is necessary—but not necessarily sufficient—to prove an assessment is valid. The expert must still ground its decisions and findings in actual data and analysis to constitute "competent and substantial evidence."

2. Example of study supporting an assessment

As an example of an expert study sufficient to support an assessment, we reviewed an assessment report that Stantec Consultants prepared for the City of Miami Shores Village. The Stantec report serves as an example for what data a local government needs to gather for an assessment report.

⁶⁷ *Indian Creek Country Club, Inc. v. Indian Creek Vill.*, 211 So. 3d 230, 232 (Fla. 3d DCA 2017).

⁶⁸ *Id.*

⁶⁹ *Id.*

⁷⁰ *Id.*

⁷¹ *Id.*

⁷² *Id.*

⁷³ *Id.*

First, Stantec identified the City of Miami Shore's stormwater issues.⁷⁴ The Stantec expert explained that Miami Shores had a need and Miami Shores needed to raise revenue to meet that need. A critical part of the city's need was a lack of funding for infrastructure improvements. Stantec presented a comprehensive financial analysis of the current and future city budgets for capital expenditures on stormwater drainage and repairs.

To satisfy the special benefit prong, Stantec explained the benefits of stormwater drainage and the disadvantages of impervious surface, which leads to flooding. The city provides a benefit to property by creating a stormwater drainage system to help alleviate flooding.

To satisfy the fair apportionment prong, Stantec collected property appraiser data from the county. The property appraiser data contained information on how much impervious surface exists on a property. Stantec then supplemented the property appraiser data with geographic data that calculated all the impervious surface area that was not calculated in the property appraiser data.

Stantec then created a tiered system to charge property owners the assessment based on how much impervious surface area a property contained. This tiered system relied on the equivalent stormwater unit, a measure the report used to serve as an approximate measure of a property's impact on the stormwater system.

Finally, Stantec made a list of exemptions. The proposed assessment exempted government buildings and properties that did not generate stormwater runoff. The report also contained a proposed assessment roll.

E. Statutory procedural requirements

Chapter 170 of the Florida Statutes outlines the procedural requirements a city must follow to properly implement an assessment.⁷⁵ Chapter 170 requires that a city give proper notice to affected property owners, and all of these requirements must be meticulously followed to ensure the assessment's validity.

The first step a city must take in the process of enacting an assessment is adopting a resolution declaring a special assessment. Before adopting the resolution, a city must file a plat with the city clerk that shows the area to be assessed, with plans and specifications, and an estimate of the cost of the proposed assessment.⁷⁶ The resolution must state the following:

- the nature of the proposed improvement;

⁷⁴ Miami Shores, Fla., FY 2019 Stormwater Rate Study – Final Report, 11 (2019)

⁷⁵ There are other sections of the Florida Statutes to be mindful of when enacting an assessment, but they are not relevant to this discussion. *See* § 197, Fla. Stat.

⁷⁶ § 170.04, Fla. Stat.

- streets to be improved and the location of any sewer upgrades;
- the portion of the expense to be paid by special assessment;
- the manner in which said assessment shall be made;
- when said assessments are to be paid;
- what part, if any, will be paid from the general improvement fund;
- the land upon which the special assessment shall be levied;⁷⁷ and
- the estimated cost of the improvement.⁷⁸

Once adopted, the city must publish the resolution at least once in a newspaper of general circulation in the municipality. If there is not a newspaper of general circulation published in the city, then the city must publish the resolution "once a week for a period of 2 weeks" in a newspaper of general circulation published in the county in which the municipality is located.⁷⁹

After the city adopts the resolution, the city must then, "as promptly as possible," make a "preliminary assessment roll."⁸⁰ The preliminary assessment roll must show the following:

- the lots and lands assessed;
- the amount of the benefit to and the assessment against each lot or parcel; and
- the number of annual installments in which the assessment is divided.⁸¹

Once the city finalizes the preliminary assessment roll, the city must follow procedures to ensure all affected property owners receive notice of the assessment and may comment on it. The city must, by resolution, determine a time and place at which any interested persons may appear and be heard about the propriety and advisability of:

- making the proposed improvements;
- the cost of such improvements;

⁷⁷ § 170.03, Fla. Stat. ("[I]n describing said lands it shall be sufficient to describe them as 'all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for.'").

⁷⁸ *Id.* ("Such estimated cost may include the cost of construction or reconstruction, the cost of all labor and materials, the cost of all lands, property, rights, easements, and franchises acquired, financing charges, interest prior to and during construction and for 1 year after completion of construction, discount on the sale of special assessment bonds, cost of plans and specifications, surveys of estimates of costs and of revenues, cost of engineering and legal services, and all other expenses necessary or incident to determining the feasibility or practicability of such construction or reconstruction, administrative expense, and such other expense as may be necessary or incident to the financing herein authorized.").

⁷⁹ § 170.05, Fla. Stat.

⁸⁰ § 170.06, Fla. Stat.

⁸¹ This bullet point is necessary only if the assessment is to be paid in annual installments.

- the manner of payment;
- the amount assessed against each property receiving the improvements.⁸²

Affected property owners must receive proper notice of the time and place of this hearing. The notice must:

- be in writing and give thirty days' notice;
- include the amount of the assessment; and
- be served by mailing a copy to each property owner at their last known address.⁸³

Proof of mailing the notice must be made by the affidavit of the clerk, deputy clerk, or engineer of the city, to be filed with the clerk. While a city should follow the statutes as closely as possible, "failure to mail said notice or notices shall not invalidate any of the proceedings hereunder," but.⁸⁴ However, in the case of a minor procedural error, the statutes provide local governments with a strong defense, stating:

Any informality or irregularity in the proceedings in connection with the levy of any special assessment under the provisions of this chapter shall not affect the validity of the special assessment where the assessment roll has been confirmed by the governing authority. The assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, that the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the assessment roll were duly had, taken, and performed as required by this chapter, and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.⁸⁵

Finally, the city must hold hearings to allow affected property owners to speak as to the propriety of the assessment, to make any final adjustments, and to adopt the assessment.⁸⁶

IV. Proposed assessment methodology

Although local governments commonly charge annually-recurring, jurisdiction-wide assessments to fund a variety of services and infrastructure investments, we are not aware of a

⁸² § 170.07, Fla. Stat.

⁸³ *Id.*

⁸⁴ *Id.*

⁸⁵ However, this provision does not protect the local government from failing to notify property owners of the special assessment. *See* § 170.16, Fla. Stat.

⁸⁶ *See* § 170.08, Fla. Stat.

local government that has adopted an assessment to provide ongoing funding for streets throughout its jurisdiction. This section evaluates an assessment to fund street improvements apportioned by the number of non-residential parking spaces on each parcel of land in the jurisdiction against the legal requirements for assessments in Florida law.⁸⁷

A. Establishing a special benefit

An assessment must have a "logical relationship between the services provided and the benefit to real property" to create a special benefit, and a special benefit must be a benefit for the property itself rather than a benefit for the property owner.⁸⁸

Therefore, a local government charging the contemplated assessment must determine whether a logical relationship exists between streets and non-residential parking spaces. While an expert analysis is necessary, the connection between streets and parking spaces is axiomatic. Streets accommodate travel by motor vehicle. And the purpose of a non-residential parking space is to facilitate travel by motor vehicle to a given destination.

Of course, not every person on a public street is driving a motor vehicle to a non-residential parking space. People who drive through a jurisdiction without stopping, who drive to a

⁸⁷ A common tool transportation planners use to estimate the transportation impact of different land uses is the Institute of Traffic Engineers' Trip Generation Manual. Institute of Transp. Eng'rs, *Trip Generation Info*, Inst. of Transp. Eng'rs, <https://www.ite.org/technical-resources/topics/trip-and-parking-generation-v2/trip-generation-info/> (last visited Jan. 26, 2026). However, for the reasons in this footnote, this memorandum does not propose using that manual as a tool to aid in fairly apportioning a proposed assessment for street improvements.

The manual calculates travel demand based on real world observations of travel demand in suburban locations, not in urban locations. Interview with Ruth Steiner, AICP, Ph.D., via videoconference (Oct. 8, 2015). In an urban location, people are more likely than in a suburban location to travel without a motor vehicle (such as by walking or riding a bicycle). Because improving streets to accommodate driving a motor vehicle is disproportionately more expensive than improving streets to accommodate other travel modes, the manual is not well-suited to estimating how street improvements specially benefit real estate in an urban area.

The following is an example of the manual's poor fit for the problem of fairly apportioning an assessment for street improvements. In many cities—including the city of St. Pete Beach—real estate development occurred prior to land development regulations requiring a minimum number of parking spaces. As a result, buildings exist on land with no space reserved for motor vehicle parking. If a local government were to apportion an assessment for street improvements according to the manual's estimates for travel demand, an owner of land with no parking would pay an assessment while an owner of land with parking spaces but no building might pay no assessment. This outcome would be unlikely to meet the special benefit and fair apportionment standards.

⁸⁸ *Morris*, 163 So.3d at 1177–78; *Donnelly*, 851 So. 2d at 263–64.

residence where they park, or who walkd on streets—for example— would also benefit from street improvements. These additionally benefitted people or properties should not invalidate an assessment because the Florida Supreme Court has determined that unassessed properties incidentally benefiting from an assessment do not invalidate a special benefit conferred on the assessed properties.⁸⁹

In *City of Winter Springs v. State*, Winter Springs sought to beautify and improve the exterior boundaries and interior area of the Tuscawilla Lighting and Beautification District within Winter Springs, and it implemented an assessment throughout the district to do so.⁹⁰ However, opponents of the assessment claimed that non-residents received benefits from the beautification projects, thus the assessment did not create a "special benefit."⁹¹ However, the Florida Supreme Court disagreed with the opponents, stating:

Validation opponents also argue that because other people outside of the District may benefit from the improvements, the improvements do not confer a "special" benefit upon property owners in the District. This argument fails, however, because the mere fact that the opponents presented testimony that non-neighborhood residents drive through the District on their way to other parts of the City, and en route will incidentally benefit from improvements in the District such as new signs, landscaping and street lighting, does not invalidate the special assessment.⁹²

Similarly, in *Citizens Advocating Responsible Env't Sols., Inc. v. City of Marco Island*, Marco Island implemented an assessment to fund the expansion of its wastewater system, and the city charged only new users of the system for the assessment.⁹³ The owners of those assessed properties argued that existing users should be assessed too.⁹⁴ The Florida Supreme Court disagreed, stating:

The fact that an entire community might receive a collateral or incidental benefit from new users being connected to a sanitary sewer system does not negate the

⁸⁹ See *Fisk*, 350 So. 2d at 581.

⁹⁰ *City of Winter Springs*, 776 So. 2d at 257.

⁹¹ *City of Winter Springs*, 776 So. 2d at 259.

⁹² *Id.*

⁹³ *Citizens Advocating Responsible Env't Sols., Inc. v. City of Marco Island*, 959 So. 2d 203, 205 (Fla. 2007).

⁹⁴ *Id.*

evidence presented below that new users will specially benefit by virtue of their inclusion in the extended and expanded central wastewater system.⁹⁵

The broader, external benefit that would exist in a community charging the contemplated assessment is analogous to the benefits seen in *City of Winter Springs* and *City of Marco Island*. Residents, tourists, and non-assessed properties may benefit from improved streets despite not paying for the assessment. That additional benefit does not remove the special benefit that would exist for the assessed non-residential properties.

B. Establishing fair apportionment

The proposed assessment framework would discriminate between non-residential and residential parking. In addition, a local government may exempt owners of land with non-residential parking spaces from the assessment if the principal use of the land has minimal travel demand—such as land use for a place of religious assembly that people visit only on weekends or weekday evenings.

A local government charging the contemplated assessment must determine whether a charge per non-residential parking space, that exempts land with only residential parking spaces or with non-residential parking spaces that are associated with less-than-typical street use, is fair and reasonable apportionment. While an expert analysis is necessary to evaluate this proposition, no Florida case law dismisses the proposed apportionment methodology on its face.

Florida courts have consistently recognized that local governments can charge assessments that target only certain affected properties that demand the service or infrastructure the assessment seeks to fund. For example, Sarasota County charged a stormwater services assessment on developed properties throughout the county. The court deemed the assessment valid, stating:

Although a special assessment is typically imposed for a specific purpose designed to benefit a specific area or class of property owners, this does not mean that the costs of services can never be levied throughout a community as a whole. Rather, the validity of a special assessment turns on the benefits received by the recipients of the services and the appropriate apportionment of the cost thereof. This is true regardless of whether the recipients of the benefits are spread throughout an entire community or are merely located in a limited, specified area within the community.⁹⁶

⁹⁵ *Id.* at 209.

⁹⁶ *Sarasota Church of Christ, Inc.*, 667 So. 2d at 180.

Accordingly, a local government may assess those properties across its jurisdiction that the local government finds contribute most to the problem that the assessment addresses, like non-residential properties based on their amount of parking spaces, without running afoul of the fair and reasonable apportionment requirement.⁹⁷ As further confirmation, the Florida Supreme Court recognized that it is “unaware of any constitutional prohibition which would preclude a special assessment based on a county or municipality’s home rule power from being assessed throughout an entire taxing unit.”⁹⁸

Additionally, a local government may discriminate against property types and exclude certain property categories that might otherwise be subject to the assessment. The court in *City of Boca Raton* authorized an assessment that explicitly excluded residences and places of religious assembly, stating that those properties “would receive much less benefit from the project than business properties.”⁹⁹ However, the city provided competent, substantial evidence—testimony from an “urban economic consultant” acting as an expert—to show that the decision to exclude residences and places of religious assembly was not arbitrary.¹⁰⁰

V. Conclusion

Though novel, an assessment for street improvements can meet the requirements for assessment in Florida law so long as the local government charging it satisfies all of the requirements outlined in the Florida Statutes and has competent, substantial evidence to support its findings of a special benefit and fair and reasonable apportionment.

⁹⁷ See *id.*; *Harris*, 693 So. 2d at 947–48 (“[O]nly developed residential properties in the unincorporated areas of the county are to be assessed because those are the properties that contribute to the solid waste disposal problem for which the county is unable otherwise to adequately obtain payment to cover the cost of disposal...”); *Sarasota Cnty.*, 693 So. 2d at 546 (where the court approved an assessment where developed properties with impervious surfaces were assessed “at a higher rate than those without impervious surfaces because, of the two, properties with impervious surfaces contribute a greater portion of the runoff.”).

⁹⁸ *Harris*, 693 So. 2d at 945.

⁹⁹ *City of Boca Raton*, 595 So. 2d at 31.

¹⁰⁰ *Id.*

Assessment for street repairs

**City of St. Pete Beach
Tuesday, March 24, 2026**

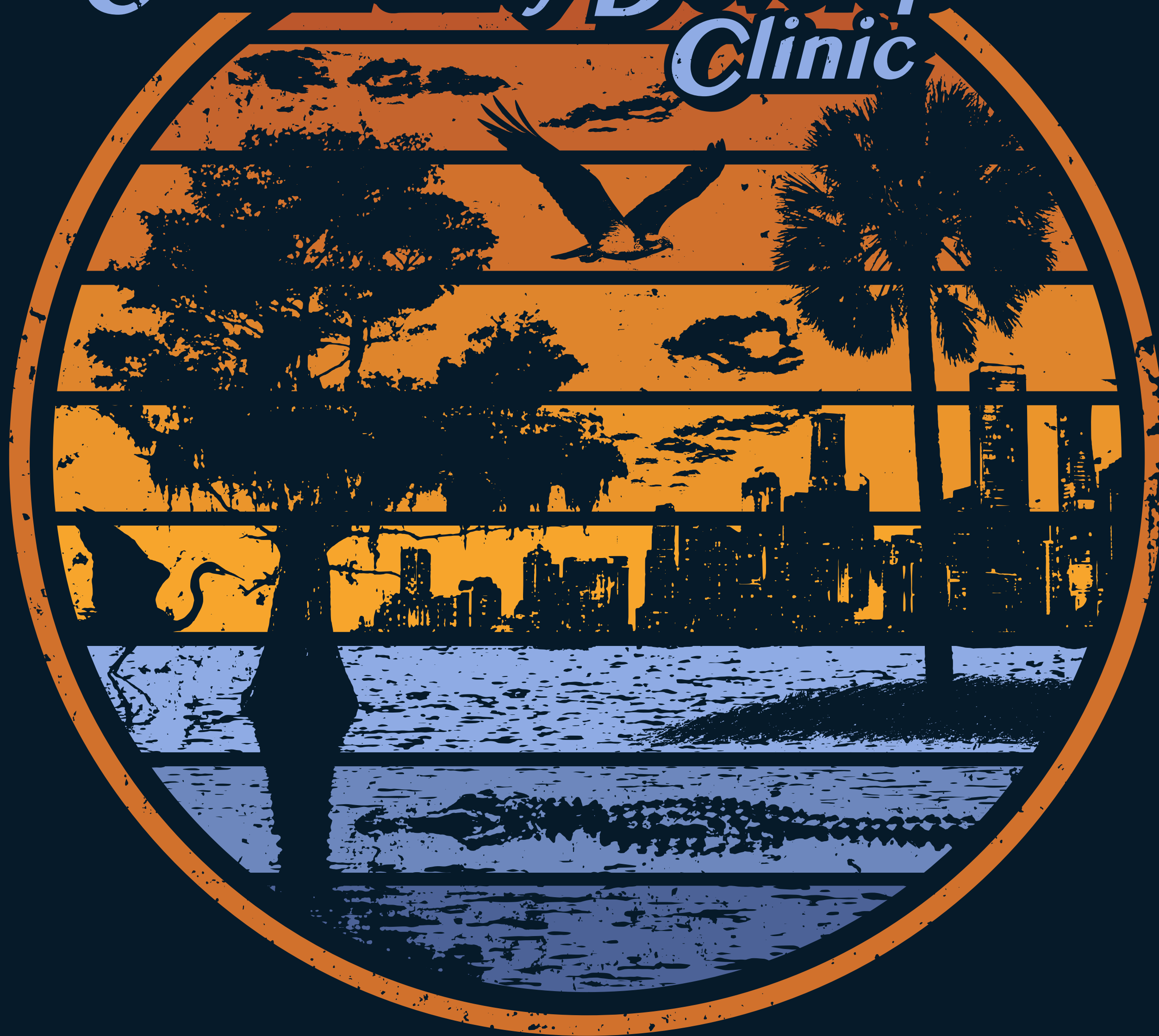


Professor Thomas Hawkins,
Director UF Law
Environmental and
Community Development
Clinic



Olivia Guntner, 3L Student
at UF Law

Environmental and Community Development Clinic



Develop solutions
Imagine policies and actions that could solve the problem

Evaluate alternatives
Compare solutions based on difficulty, cost, and likelihood success

Set goals
Describe outcomes in which problem no longer exists

Take action
Implement one or more solutions

Assess values
Talk to the public

Review progress
Evaluate success, refine selected courses of action, implement appropriate changes, continue to improve

Define problem
Use data, rely on experts, be objective



Problem

- City cannot fund desired level of street maintenance within existing revenue

Values

Maintain roads to high standard

Avoid increasing residents' costs



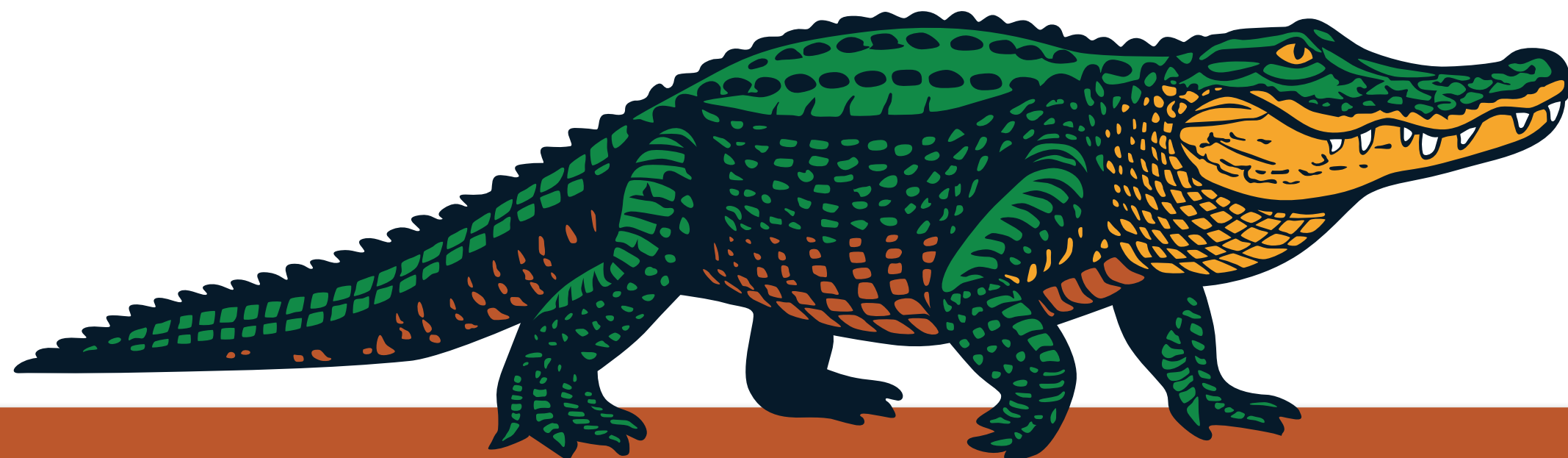
GOAL

St. Pete Beach has additional revenue dedicated to street maintenance

Policy

Assess non-residential parking spaces a fair portion of benefit from street repairs

Local government powers & revenue





Home rule authority & local government taxes

- Florida delegates broad home rule authority to local governments
- Delegation does not include power to tax, but the power to tax is specifically authorized
- Florida local governments may levy only the taxes that state allows
- Florida local governments may charge assessments pursuant to Florida Statutes *or* pursuant to their home rule authority

Taxes, Assessments, & Fees

Taxes

- No benefit requirement
 - Mandatory to pay when charged
-

Assessments

- To be valid, the property assessed must receive a special benefit
 - Mandatory to pay when charged
-

Fees

- A party voluntarily pays the government for a benefit
 - The charge amount relates to the cost of the services
 - Optional; a party can opt out of a fee
-

See City of Boca Raton v. State, 595 So. 2d 25, 29 (Fla. 1992); *Jasinski v. City of Miami*, 269 F. Supp. 2d 1341, 1348 (S.D. Fla. 2003); *City of Gainesville v. State*, 863 So. 2d 138, 144 (Fla. 2003).

Assessments





Two-pronged test

For an assessment to be valid, it must meet a two-pronged test:

1. Assessed property must receive a special benefit
2. Assessment must be fairly and reasonably apportioned among benefitted properties

—*City of Boca Raton v. State*, 595 So. 2d 25, 29 (Fla. 1992).

Understanding special benefit

Special Benefit: Important Points



- **Requires a “logical relationship” between the services provided and the benefit to the assessed property** *Morris v. City of Cape Coral*, 163 So.3d 1174, 77–78 (Fla. 2016).
- **Must be “substantial, certain, and capable of being realized”** *Lake Cnty. v. Water Oak Mgmt. Corp.*, 695 So. 2d 667 (Fla. 1997).
- **May benefit other properties incidentally** *Charlotte County v. Fisk*, 350 So. 2d 578 (Fla. 2d DCA 1977)
- **Courts defer to the judgment of the local government.** *Donovan v. Okaloosa Cnty.*, 82 So. 3d 801 (Fla. 2012)

Special Benefit

“In evaluating whether a special benefit is conferred to property by the services for which the assessment is imposed, the test is not whether the services confer a ‘unique’ benefit or are different in type or degree from the benefit provided to the community as a whole; rather the test is whether there is a ‘logical relationship’ between the services provided and the benefit to real property.”

—*Morris v. City of Cape Coral*, 163 So.3d 1174, 77–78 (Fla. 2016).

The Florida Supreme Court recognizes “limits on the use of special assessments to fund municipal-type services that, *while providing a general benefit to individuals, do not confer a direct benefit upon the land burdened by the assessment.*”

—*Donnelly v. Marion Cnty.*, 851 So. 2d256, 263–64 (Fla. 5th DCA 2003) (emphasis added).

What do Florida Courts Consider a Special Benefit?

- Treating polluted stormwater where the properties being assessed contribute to the pollution. *Sarasota Cnty. v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995).
- Providing property owners with improved road access, enhanced storm protection, enhanced marketability and property value, and enhanced use and enjoyment of property by providing beach amenities. *Donovan v. Okaloosa Cnty.*, 82 So. 3d 801 (Fla. 2012).

What do Florida Courts Consider a Special Benefit?

- Initiating beautification projects within a subdivision that enhance aesthetics and property value. *City of Winter Springs v. State*, 776 So. 2d 255 (Fla. 2001).
- Fire protection services that “possess a logical relationship to the use and enjoyment of property” by protecting value and life and lowering fire insurance costs. *Morris v. City of Cape Coral*, 163 So. 3d 1174 (Fla. 2015); see also *Lake Cnty. v. Water Oak Mgmt. Corp.*, 695 So. 2d 667 (Fla. 1997); *City of Pembroke Pines v. McConaghey*, 728 So. 2d 347 (Fla. 4th DCA 1999).

What do Florida Courts Consider a Special Benefit?

- **Stormwater management services.** *State v. Sarasota Cnty.*, 693 So. 2d 546 (Fla. 1997).
- **Solid waste disposal facilities that “properly and safely dispose of solid waste generated on improved residential lands,” potentially increase value to residential land, and enhance “environmentally responsible use and enjoyment of residential land.”** *Harris v. Wilson*, 656 So. 2d 512 (Fla. 1st DCA 1995), *aff’d*, 693 So. 2d 945 (Fla. 1997).

Special benefit

- Florida Supreme Court has endorsed assessments to pay for street repairs because streets have an important public purpose.
- Special benefits are not lost just because other properties might also incidentally benefit from an improvement.

In approving an assessment used to pave streets, the Supreme Court recognized the importance of functioning streets, stating, “[t]here is nothing which is more universally recognized as a public purpose than is the construction of streets within a municipality.

-City of Venice v. State, 118 So. 308 (Fla. 1928).

“

The fact that an entire community might receive a collateral or incidental benefit from new users being connected to a sanitary sewer system does not negate the evidence presented below that new users will specially benefit by virtue of their inclusion in the extended and expanded central wastewater system.

-Citizens Advocating Responsible Env't Sols., Inc. v. City of Marco Island, 959 So. 2d 203, 209 (Fla. 2007).

”

**Understanding
fair
apportionment**

Fair Apportionment

- In early assessments accomplished by apportioning based on a property's front footage, but Florida Statutes § 170.01 (1) invites novel methods of apportionment:

“said special benefits to be determined and prorated according to the foot frontage of the respective properties specially benefited by said improvement, or *by such other method as the governing body of the municipality may prescribe.*” [emphasis added]

- Courts have agreed:

“While front foot or square foot methodologies for apportioning costs of special improvement projects are more traditional, other methods are permissible ... The manner of the assessment is immaterial and may vary within the district, as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts.” *City of Boca Raton v. State*, 595 So. 2d 25, 31 (Fla. 1992).

“Validation opponents also argue that because other people outside of the District may benefit from the improvements, the improvements do not confer a “special” benefit upon property owners in the District. This argument fails, however, because the mere fact that the opponents presented testimony that non-neighborhood residents drive through the District on their way to other parts of the City, and en route will incidentally benefit from improvements in the District such as new signs, landscaping and street lighting, does not invalidate the special assessment.”

-City of Winter Springs v. State, 776 So. 2d 255 (Fla. 2001) (emphasis added).

“

“Although a special assessment is typically imposed for a specific purpose designed to benefit a specific area or class of property owners, this does not mean that the costs of services can never be levied throughout a community as a whole. Rather, the validity of a special assessment turns on the benefits received by the recipients of the services and the appropriate apportionment of the cost thereof. This is true regardless of whether the recipients of the benefits are spread throughout an entire community or are merely located in a limited, specified area within the community..”

-Sarasota Cnty. v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995).

”

The City of Boca Raton excluded churches and residences from its assessment “because they would receive much less benefit from the project than business properties.” It supported this finding with testimony from an “urban economic consultant,” and the Court concluded there was “competent substantial evidence to support these findings.”

—*City of Boca Raton v. State*, 595 So. 2d 25, 31 (Fla. 1992).

ASSESSMENT MUST BE PROPORTIONAL TO BENEFIT

"To be legal, special assessments must be directly proportionate to the benefits to the property upon which they are levied ... In other words, the assessment cannot be in excess of the proportional benefits."

—*Morris v. City of Cape Coral*, 163 So. 3d 1174, 1178–79 (Fla. 2015).

“The manner of the assessment is immaterial and may vary within the district, as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts.”

—*City of Boca Raton v. State*, 595 So. 2d 25, 31 (Fla. 1992).

**Courts defer to
legislative
judgment**

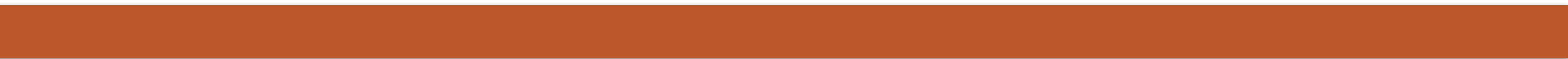
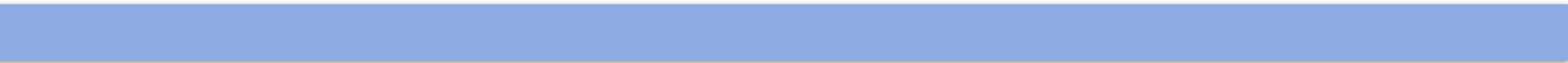
“

Courts uphold a municipality's findings of special benefit and fair apportionment “unless the determination is arbitrary.”

-Sarasota Cnty v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995).

”

Evidence required



FINDINGS REQUIRE COMPETENT, SUBSTANTIAL EVIDENCE NOT TO BE ARBITRARY

“[T]he standard [for determining whether to sustain the findings] is the same for both prongs; that is, the legislative determination as to the existence of special benefits and as to the apportionment of the costs of those benefits should be upheld unless the determination is arbitrary.” ... Accordingly, the findings will be sustained if they are supported by competent, substantial evidence.”

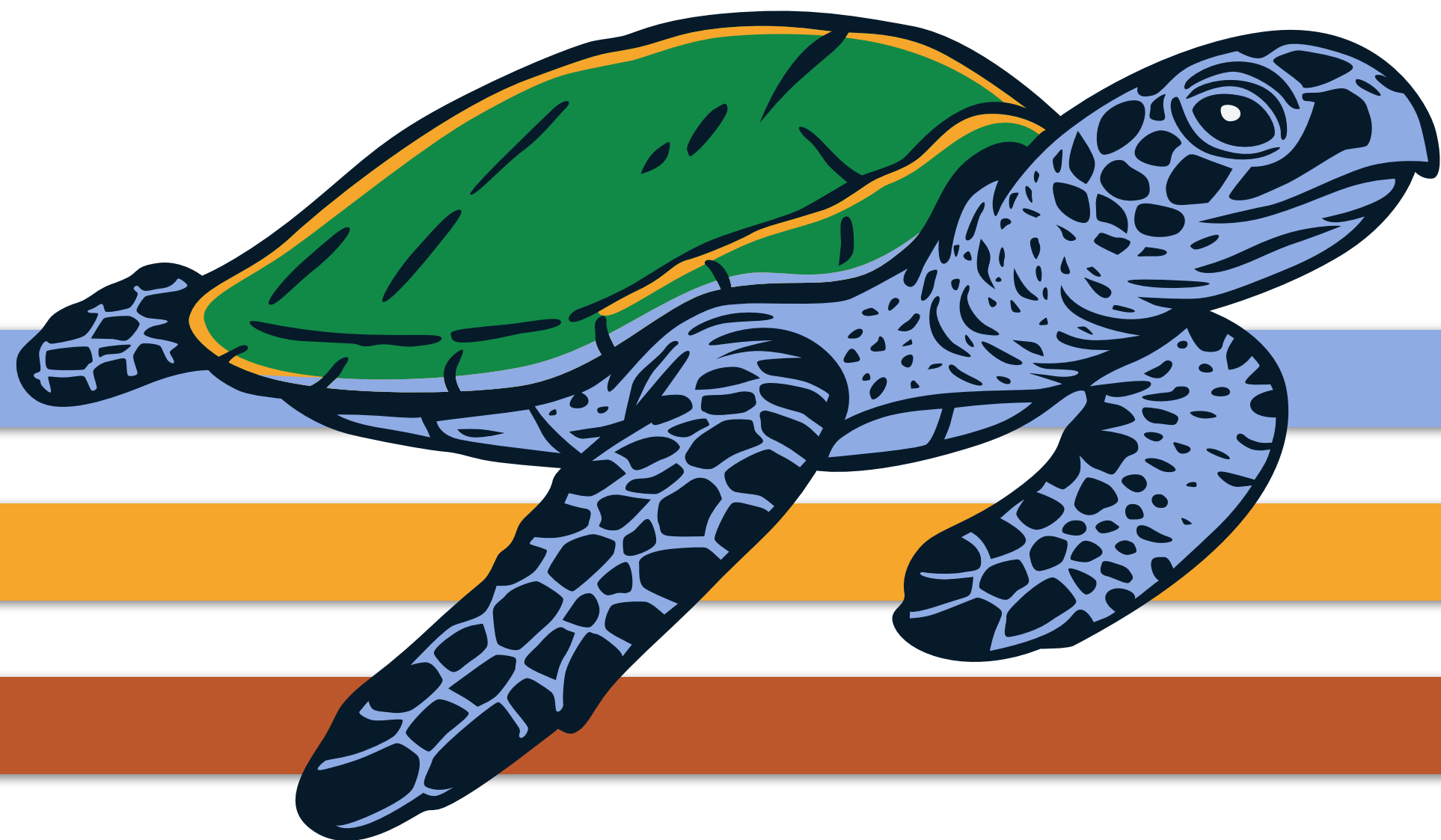
—*Donovan v. Okaloosa Cnty.*, 82 So. 3d 801 (Fla. 2012).



Of the assessments that were deemed invalid, many were for a lack of competent, substantial evidence.

—*See Fisher v. Board of Cnty. Com'rs of Dade Cnty.*, 84 So. 2d 572 (Fla. 1956) (finding an assessment invalid because there was no evidence or testimony to support finding a special benefit); *City of North Lauderdale v. SMM Properties, Inc.*, 825 So. 2d 343 (Fla. 2002) (finding the same and stating that the lack of a special benefit made the assessment have the “indicia of a tax”).

Non-residential parking- apportioned assessment for street maintenance



Assess properties with non-residential parking a per-parking-space charge to fund street maintenance that benefits those parking spaces.

Assessment framework

- Street maintenance must have a logical relationship with benefit to land reserved for parking
- Amount of parking must relate to amount of benefit
- Degree of benefit must exceed cost of assessment

Evidence must

Show need for street maintenance

Show street maintenance benefits non-residential parking spaces

Show street maintenance expenses benefit non-residential parking spaces *to a greater extent than the cost of the assessment*

city will need to develop

Street maintenance plan it will fund with assessment revenue

Must show benefits of street maintenance

Must show costs of street maintenance

Data on number of non-residential parking spaces on properties in city

Cautions

Assessment on non-residential parking spaces...

Will not encourage more parking

May encourage redevelopment of land currently dedicated to parking

Because no court has considered this methodology before, outcome is not certain

City may initiate bond validation proceeding to determine validity before committing revenue

What have other local governments tried?

- “Transportation utility fee” *See, State v. City of Port Orange*, 650 So. 2d 1 (Fla. 1994)).
- City-wide assessment for street repairs adopted pursuant to Florida Statutes. *See, Hanna v. City of Palm Bay*, 579 So. 2d 320 (Fla. 5th DCA 1991).

“The instant assessments, therefore, were part of a program intended to benefit the taxpayers and community at large by upgrading all City-maintained streets and by diminishing the burden placed upon other sources of revenue comprising the general fund of the City of Palm Bay. Under the guise of special assessments, therefore, the City of Palm Bay merely shifted its responsibility for the maintenance of streets onto individual property owners rather than spreading the cost of maintenance over the community at large by use of ad valorem tax revenues, utility tax revenues, fees from occupational licenses, franchise fees, and other available sources of revenue that contributed to the general fund of the City.”

-Hanna v. City of Palm Bay, 579 So. 2d 320, 323 (Fla. Dist. Ct. App. 1991) (emphasis in original).

“We are also unaware of any constitutional prohibition which would preclude a special assessment based on a county or municipality's home rule power from being assessed throughout an entire taxing unit. In *Hanna v. City of Palm Bay*, 579 So.2d 320 (Fla. 5th DCA 1991), the fifth district held that a special assessment for road maintenance was not valid because the benefitted properties did not “receive a benefit which is different in type or degree from the community as a whole.” We find *Hanna* inapplicable in the instant situation for several reasons.

The first reason is that the limitation placed by the court on special assessments was based upon statutory language contained in chapter 170. The assessments in *Hanna* were enacted pursuant to chapter 170, Florida Statutes. The assessment in the instant case is one enacted pursuant to the home rule authority of the county. Such an assessment is only subject to the limitations enumerated in *City of Boca Raton v. State ...*.”

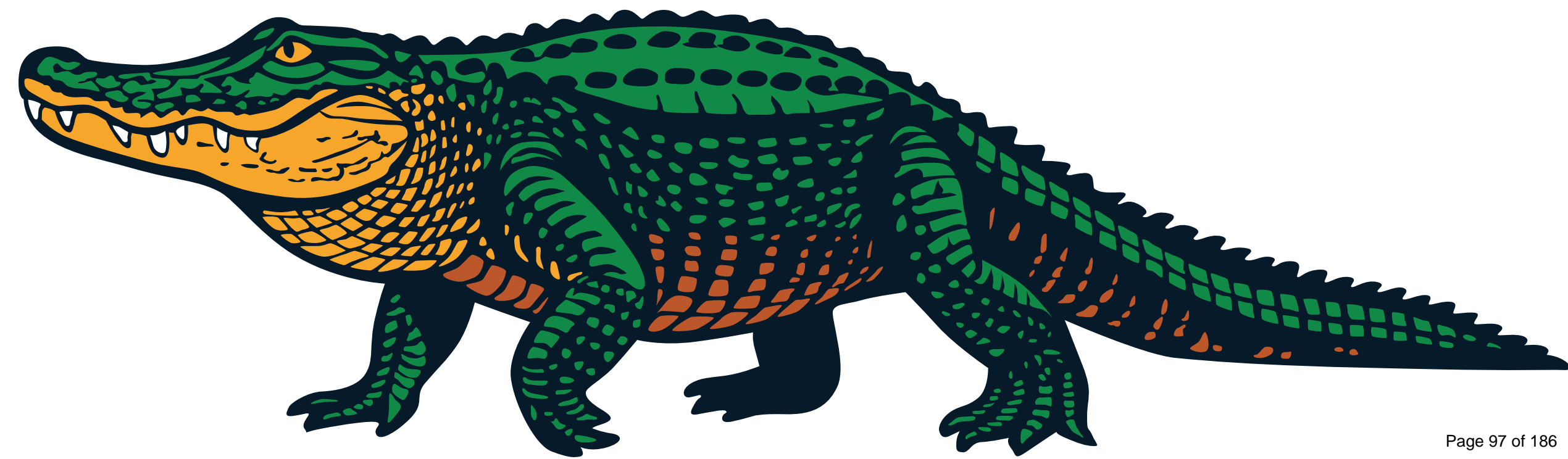
-*Harris v. Wilson*, 656 So. 2d 512, 515–16 (Fla. Dist. Ct. App. 1995), approved, 693 So. 2d 945 (Fla. 1997).

How is this different?

Adopted pursuant to home rule authority under Florida Constitution, not Florida Statutes

New apportionment methodology

Questions?

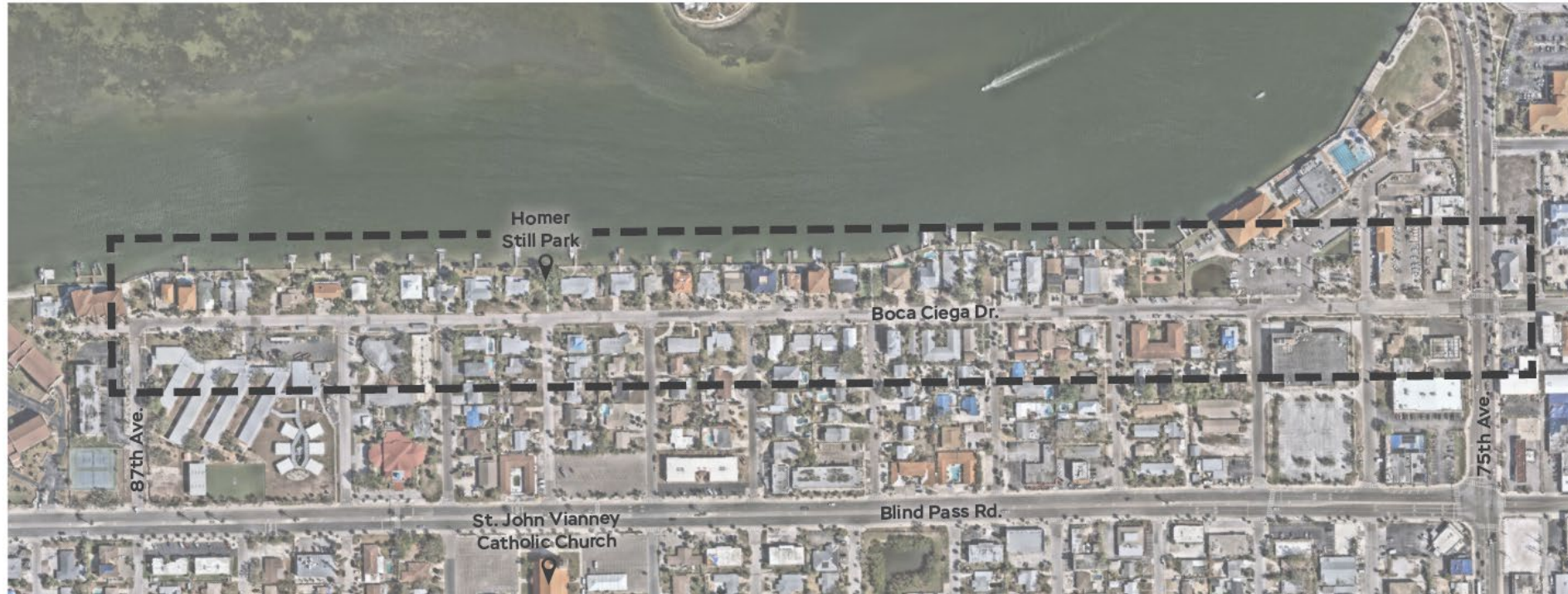


Boca Ciega Drive Reconstruction

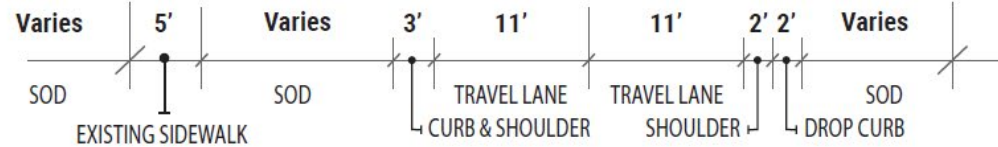
Design Direction



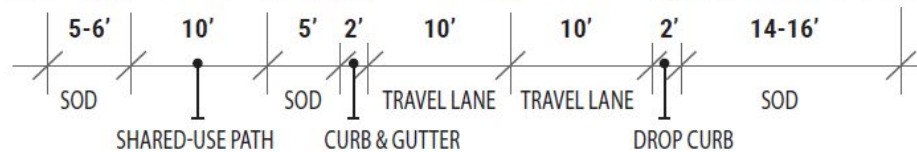
Project Limits – 75th Ave to 87th Ave



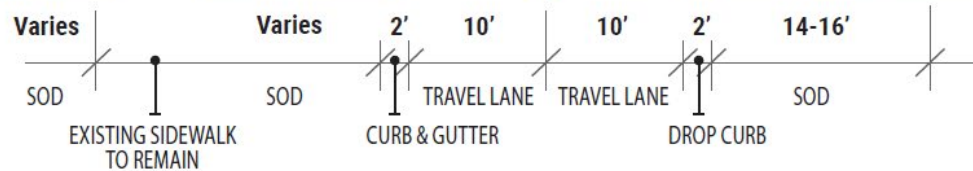
Existing Conditions



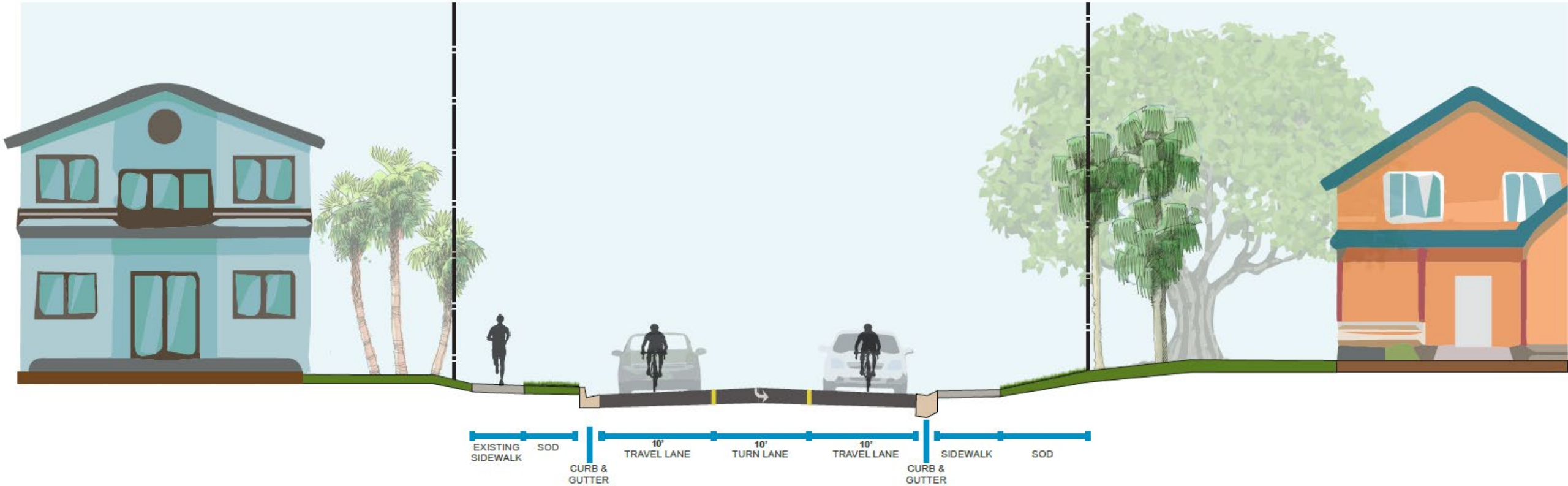
Original Design



Previous Alternative



Previous Alternative (75th Ave to 76th Ave)



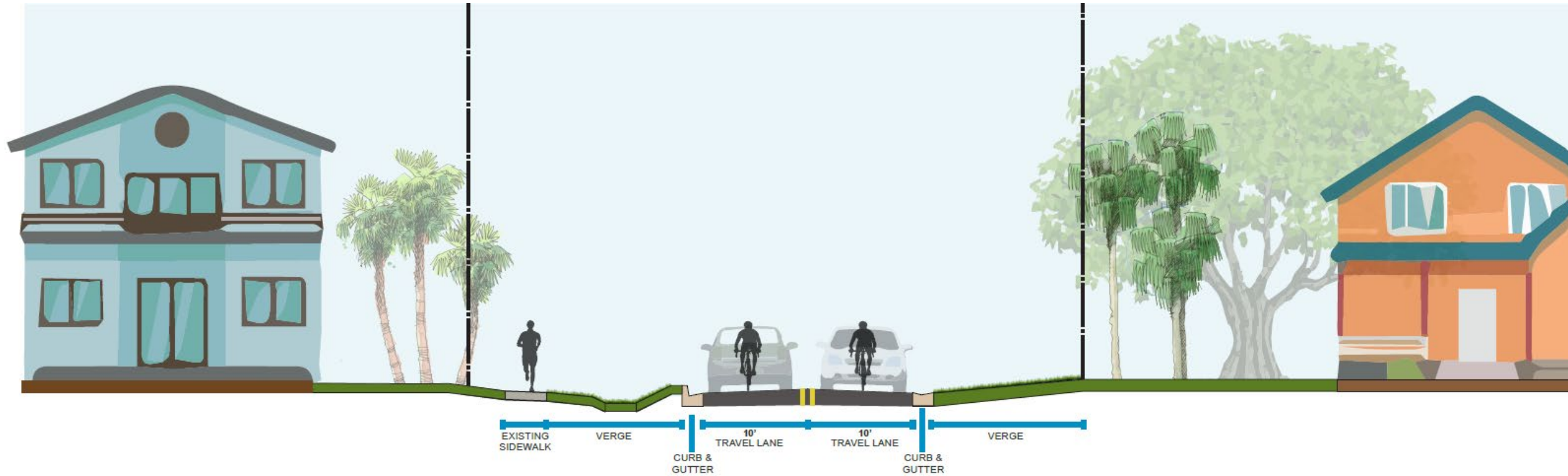
Previous Alternative (76th Ave to 77th Ave)



Previous Alternative (77th Ave to 80th Ave)



Previous Alternative (80th Ave to 87th Ave)



Path Forward

- Staff seeks City Commission direction on next steps
 - Option A: Proceed with original design (10-ft travel lanes, 10-ft multi-use path)
 - Option B: Proceed with previous alternative (10-ft shared use travel lanes, 5-ft sidewalk)
 - Option C: Consider additional alternatives
- Timeline
 - Update design FY 26
 - Procurement FY 27
 - Construction FY 27 through FY 28 (≈ 18 months)





Comments & Questions?



Building and Permitting Update

March 24, 2026



Building and Permitting

90-Day Roadmap *Completed* Actions



Volunteer Exit Interviews

Key Opportunities for Improvement

- Create simple permitting roadmaps (flowcharts, checklists, timelines).
- Provide timeline transparency and regular status updates.
- Introduce automated notifications for permit status changes.
- Standardize communication templates across staff and volunteers.
- Expand volunteer training and reference materials.

Building and Permitting

90-Day Roadmap *Completed* Actions



Establish Standards of Communications

Customer Service Standards Overview

- **Deliver “White Glove” Public Service:** Provide professional, responsive, and solution-focused support to help customers achieve compliance.
- **Promote Consistent & Respectful Interactions:** Treat all customers courteously with accurate, transparent, and accessible information.
- **Establish Clear Communication Expectations:** Set expectations for in-person, phone, email, and iWorQ interactions, including timely responses and documentation.
- **Support Team Accountability & Collaboration:** Encourage ownership, teamwork, and consistent follow-through on customer needs.
- **Commit to Continuous Improvement:** Use training, feedback, and process evaluation to enhance efficiency and customer experience.

Building and Permitting

90-Day Roadmap *Completed* Actions



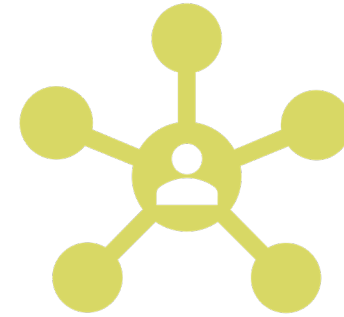
Servicing Same-Day Permits

Same-Day Permits

- **Targeted Scope for Efficiency:** Provide same-day express permits for low-complexity projects that do not require detailed plan review.
- **Eligible Types of Projects:** water heaters, panel upgrades, electric meters, and specific mechanical change-outs.
- **Streamlined Guidance and Outreach:** Publish clear instructions and eligibility criteria for residents and contractors to easily identify projects suitable for same-day processing

Building and Permitting

90-Day Roadmap *Completed* Actions



Single Point of Responsibility

Establish a Single Point of Contact

- Provide applicants with one dedicated contact to streamline inquiries, reduce confusion, and enhance accountability.
- Maintain an internal tracking system so all team members can quickly identify who is responsible for each permit.
- Initiate regular communication with applicants to provide status updates, clarify requirements, and anticipate potential challenges.

Building and Permitting

90-Day Roadmap *Completed* Actions

Appointments

- Call 727-367-2735 or email permits@stpetebeach.org

Extended Evening Hours

- Wednesdays until 5:30 PM

Outreach & Engagement Opportunities

- Building and Permitting Open House – March 24, 2026
- Contractor Focus Group – April 8, 2026



Appointments with Building Official and Deputy Building Official



Extended Evening Hours

Building and Permitting

90-Day Roadmap *In Progress* Actions

Consolidated Reviews

- Evaluating the feasibility of a concurrent, multi-departmental review process to deliver a single, consolidated response to applicants.
- As an interim improvement, refined and standardized application status terminology to enhance clarity, recognizing that communication—not process structure—was a primary source of confusion for applicants.

Define and Monitor Standard Timelines

- Track and evaluate timelines for initial application reviews, departmental cycles, resubmittals, and inspections.
- Ensure resubmitted applications are prioritized appropriately.
- Publish information regarding statutory permit review requirements.



Consolidated Reviews



Clear & predictable Time

Building and Permitting

91 Day – June 1 Roadmap *In Progress* Actions



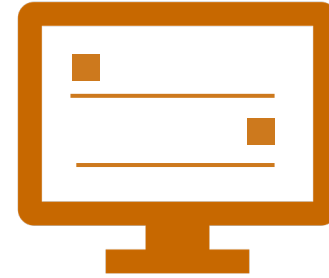
Website Updates

Community Development Webpage Updates

- Conduct a comprehensive review of Building and Permitting content to ensure accuracy, clarity, and alignment with current departmental practices.
- Remove outdated, redundant, or irrelevant information across department webpages.
- Update and standardize documents to reflect current procedures, regulatory requirements, and messaging.

Building and Permitting

91 Day – June 1 Roadmap *In Progress* Actions



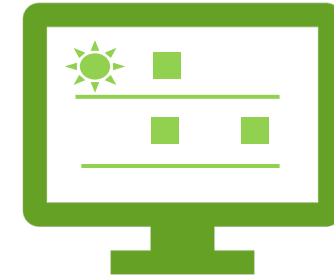
Permit Portal Improvements

iWorQ Improvements

- Conducting a comprehensive evaluation of the existing permit portal to identify immediate enhancement opportunities.
- Assessing user experience and system functionality to inform short-term improvements.
- Continued process mapping efforts to identify inefficiencies and implement near-term operational improvements.

Building and Permitting

91 Day – June 1 Roadmap *In Progress* Actions



Review AI Tools

AI Tool Evaluation

- Initiated evaluation of AI tools to support application review, document analysis, and automated code compliance.
- Assessing the technology landscape to identify solutions that address process inefficiencies and improve review timelines.

Building and Permitting

91 Day – June 1 Roadmap *Not Started* Actions



RFP for Permitting Portal

Permitting Portal RFP

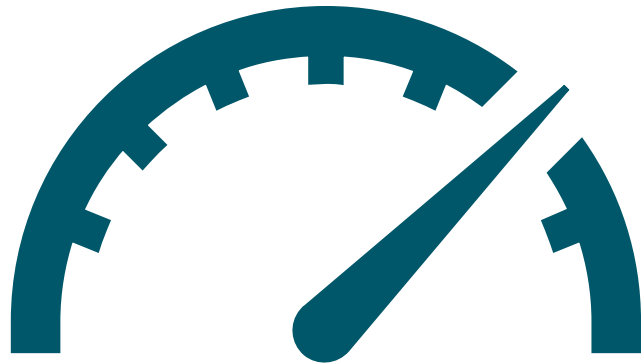
- Leveraged process mapping and service blueprinting to define system requirements and inform potential RFP scope.
- Developing recommendations for a new portal based on identified needs and workflow improvements.
- Began vendor market analysis and RFP considerations to support AI initiatives and the implementation of a new permitting portal.

Metrics Reporting Efforts- Then versus Now



- Metrics were designed to support rapid disaster recovery
- Focused on:
 - Permit volume and turnaround for storm-related repairs
 - Processing speed
 - Clearing backlog and restoring community functionality
 - Reporting was tactical and reactive, aligned to emergency needs.
- Continuing recovery efforts and recalibrating our permitting process foundation
 - Community needs have expanded beyond repair into rebuilding and reinvestment
 - Permit activity now includes:
 - Substantial improvements and new construction
 - Floodplain compliance and elevation requirements
 - More complex, multi-discipline reviews
 - Existing metrics no longer fully reflect the complexity of current workflows

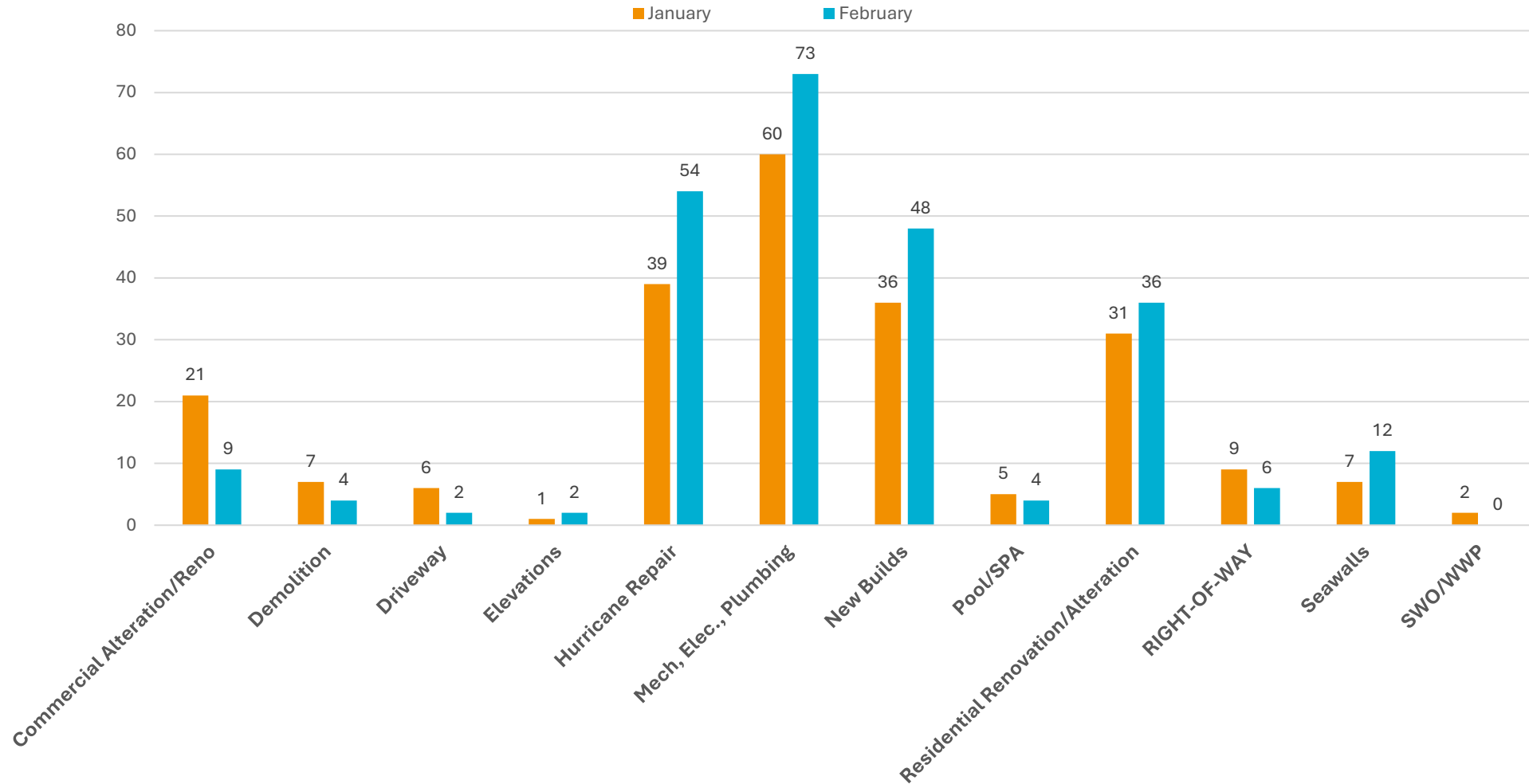
Metrics Reporting Efforts- Where we are headed



- Conducting a deep dive across all permit types, statuses, and data fields
 - Standardizing:
 - Permit definitions and categories
 - Status workflows and lifecycle stages
 - Cross-department review processes and outputs
 - Aligning departments on what work is performed and how it is measured
- Evolving our processes (Holistic, Data-Driven Permitting)
 - Shifting to a comprehensive, end-to-end view of permitting performance
 - Metrics will focus on:
 - Full lifecycle tracking (intake → review → inspections → closeout)
 - Review cycle times and rework loops
 - Bottlenecks across disciplines
 - Customer experience and transparency

Draft – Permit Metrics Total Permits

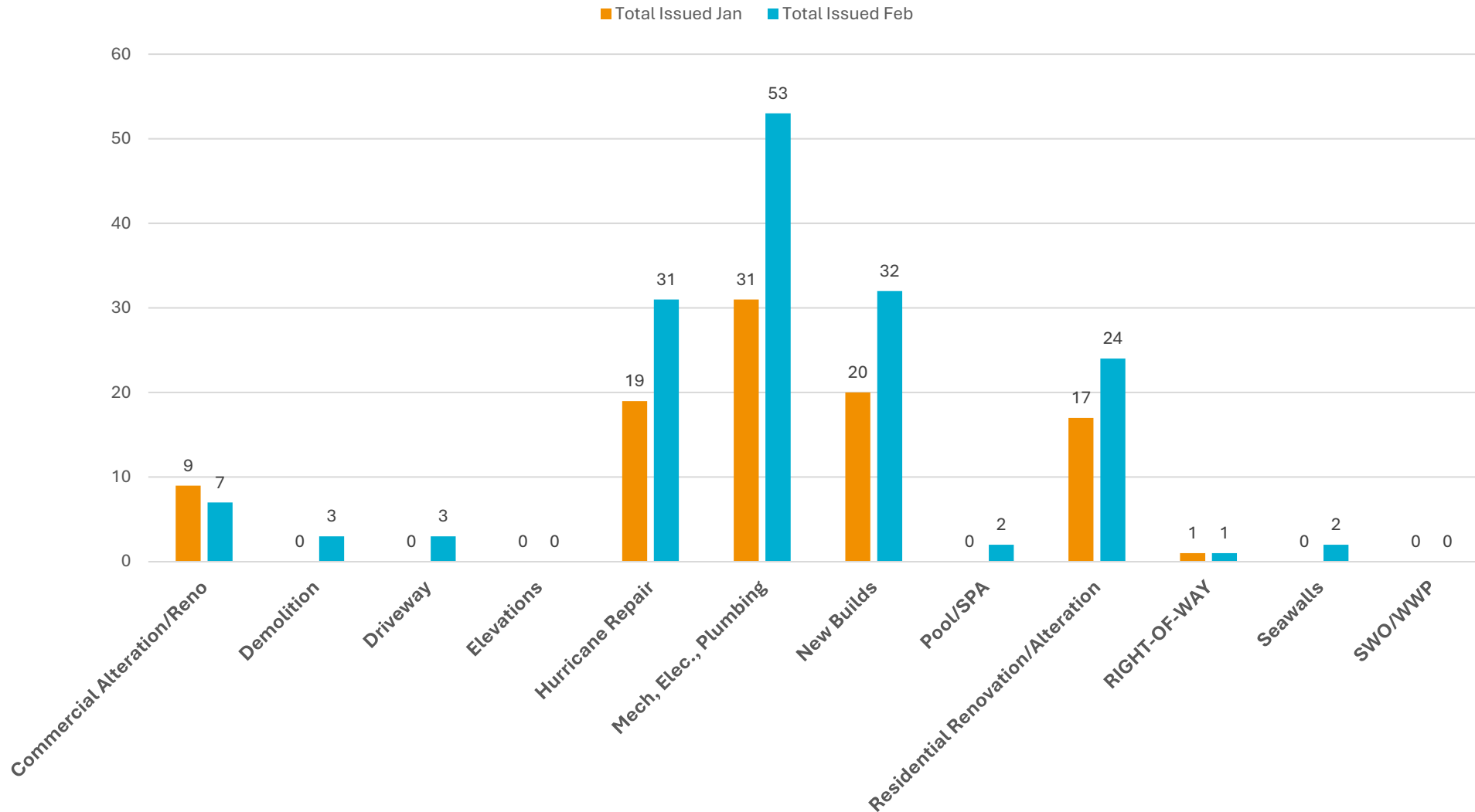
Total Permit Applications submitted January and February



- 224 January Permit Applications Submitted
- 250 February Permit Application Submitted

Draft – Permit Metrics Total Permits Issued

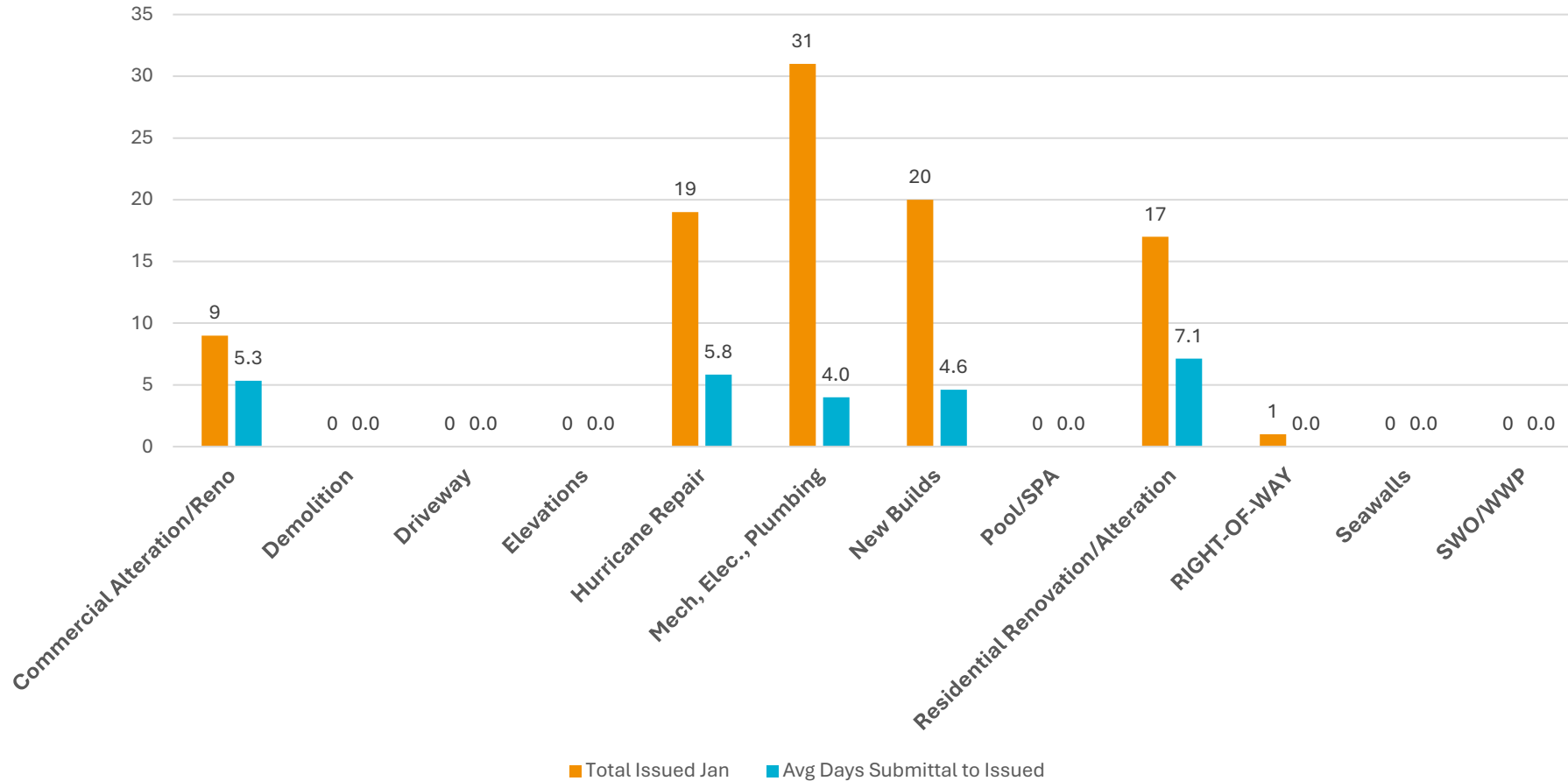
Total Permits issued January and February



- Total - 97 permits issued in January
- Total – 158 permits issued in February

Draft – Permit Metrics Average Days Permit Submittal to Issued

January Avg Days Submittal to Issued



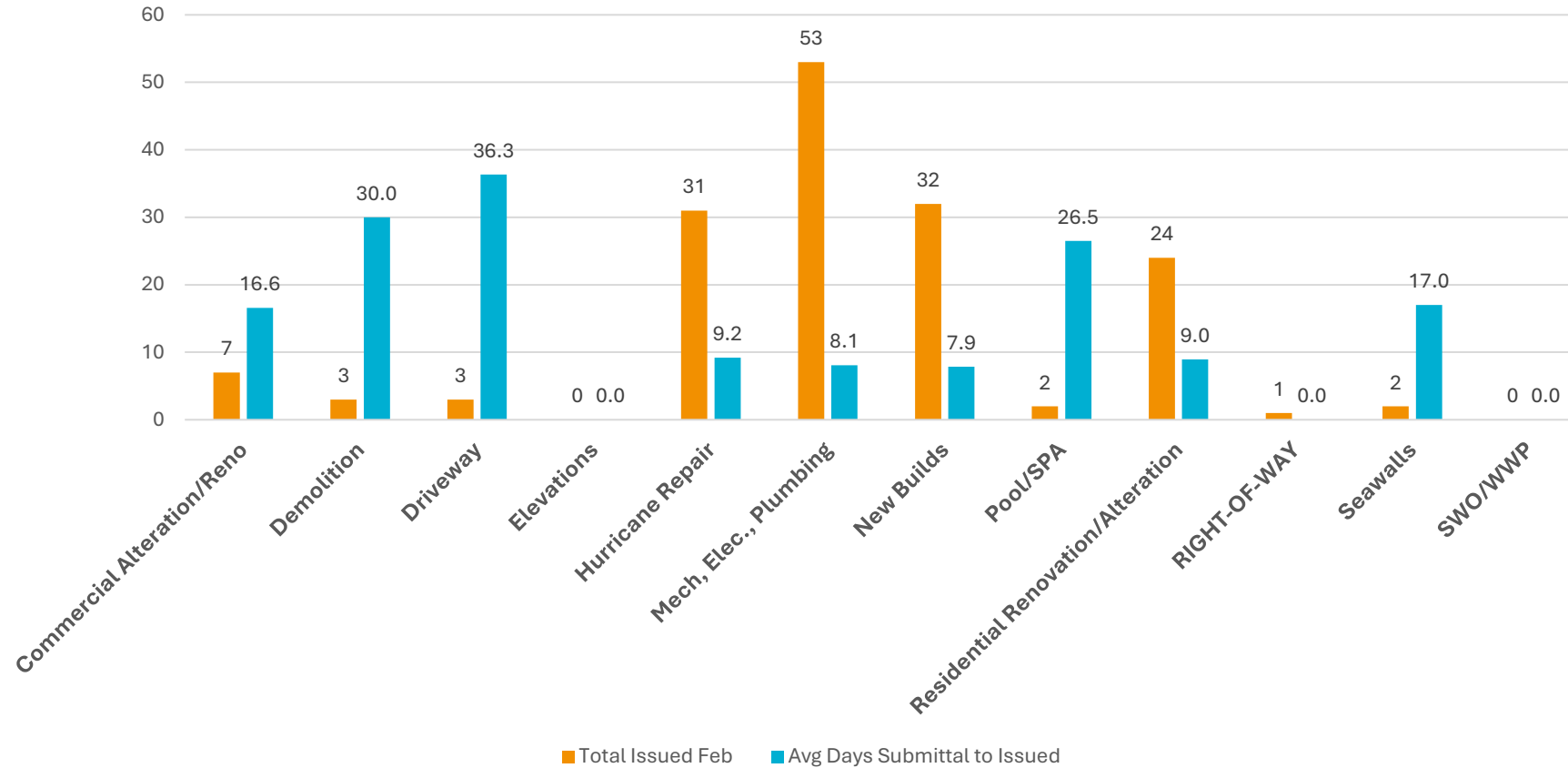
- Grand Total Average across issued permits = 5.1 days
- Hurricane repair permits still relatively high volume but turning these over fairly quickly.
- Things that affect Avg Days to issued
 - Presently includes Same Day Permits along with all other permit types.
 - Higher volume permit types, carrying more weight toward Avg Days to close.

Important Note on Grand Total Average

The Grand Total average is the weighted average across ALL individual permits issued in January. Categories with more permits (e.g., Mech, Elec., Plumbing, New Builds, Hurricane Repair) carry more weight in the overall calculation. This is the overall average processing time.

Draft – Permit Metrics Average Days Permit Submittal to Issued

February Avg Days Submittal to Issued

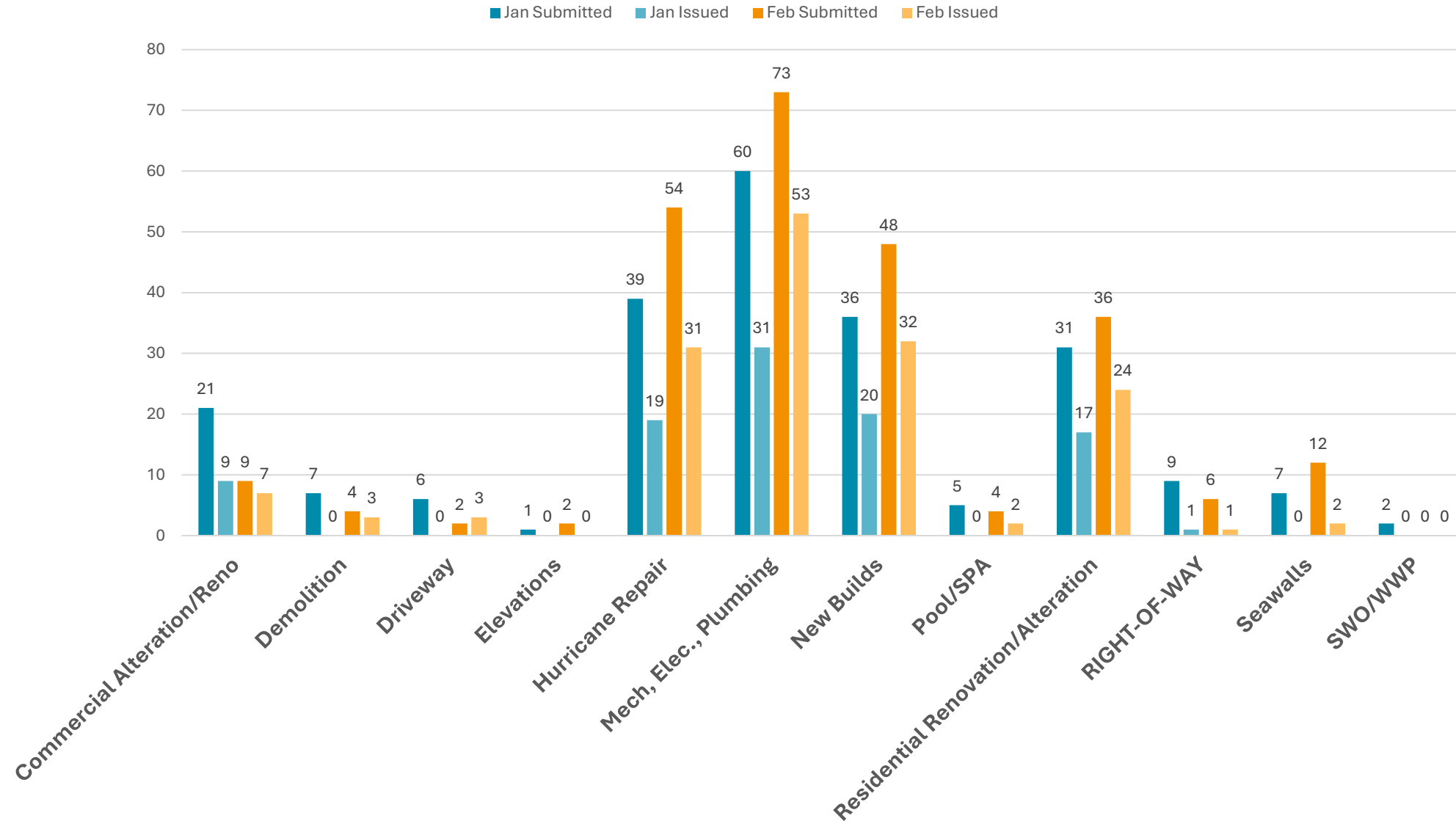


- Grand Total Average across issued permits = 10 days
- Callouts affecting Avg Days to issued
 - Increase in avg days to close is related to more total permits, more complex permit types, and higher share of multi-discipline reviews.
 - Driveway, Demo, and Pool/SPA show 26.5 - 36.3 average days to issued but represent less than 3% of the total volume
 - Presently includes Same Day Permits along with all other permit types.

Important Note on Grand Total Average

The Grand Total average (10.0 days) is the weighted average across ALL 158 individual issued permits, not the simple average of the category averages above. Categories with more permits (e.g., Mech, Elec., Plumbing = 53, New Builds = 32, Hurricane Repair = 31) carry more weight in the overall calculation. This is the overall average processing time.

Draft – Permit Metrics Submittal versus Issued



- Applications submitted increased from 224 (Jan) to 250 (Feb).
- Permits issued increased significantly from 97 (Jan) to 158 (Feb).
- Gap between intake and issuance is narrowing
 - Staffing adjustments
 - Same-day-permits
 - Comms standards
 - All showing operational impact



Metrics- A Few Early Trends (Two months dataset)

Trend Area	What We're Seeing (Jan → Feb)	Signal
Intake / Demand	Applications submitted increased from 224 to 250.	Demand remained strong—community recovery and reinvestment activity continues.
Throughput / Gain	Issuance of 61 more permits month-over-month.	Significant increase in processing output and productivity increase; early indicator of operational improvements taking hold.
Backlog Pressure (Intake vs Issued)	Issuance increasing faster rate than intake.	Strong signal that the organization is improving its ability to keep pace with demand and reduce backlog pressure.
Where Effort Is Paying Off	Despite increased demand, February shows strong evidence that the team is keeping pace, issuing at a pace that exceeds intake submittal	Reinforces that changes made in operations and customer service are translating into measurable results

“Continuous improvement means improving the process—not just tracking the output.”

Permit Process: Operating Blueprints

Permit Service Map: End-to-end view of how a permit moves from application to issuance and closeout under current operations.

End-End process outlining permit process current state

Pain Point Register: A structured catalog of recurring friction points identified through staff workshops, contractor feedback, data review, and operational observation.

Themes identified thus far:

- Manual processes – staff driven versus system driven
- Intake largest bottleneck
- Communication fragmented and reactive
- Lack of automation and workflow limitations
- Notification and follow-up

Permit Matrix: A consolidated reference matrix defining all permit types, responsible reviewing disciplines, required documentation, fee triggers, and inspection requirements.

- Which permits require which reviews
- Sequencing dependencies
- Private provider involvement rules
- Trigger thresholds (valuation, scope, flood zone, etc.)
- Compliance requirements

Future State Service Map: Optimized permit workflow incorporating automation, defined statuses, communication triggers, and performance standards.

Represents the target operating model for efficient, customer-focused permitting function.

AI business case tool – focused on Intake, notifications, plan reviews

- Three platforms identified to date
- Scheduling targeted demos soon

If we don't document the process, we can't measure performance—and if we can't measure performance, we can't improve it.

Permit Operational Blueprints – Service Map

• What

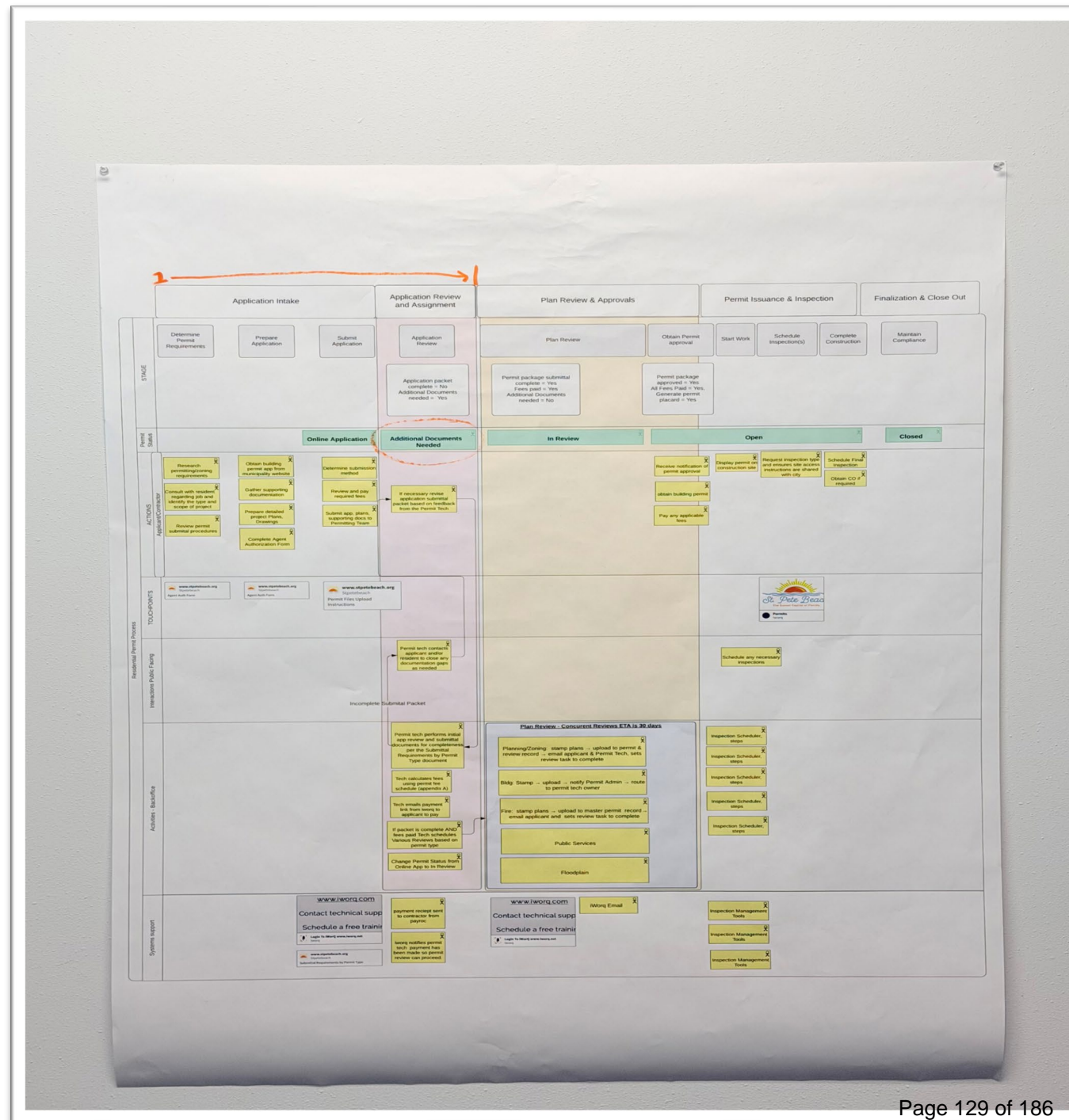
- Outlined the end-to-end service map of permit lifecycle
- Finishing coordinating with all disciplines to document the individual Plan Review processes by function

• Inputs

- Ongoing staff workshops and staff survey
- Volunteer and contractor surveys and feedback
- In depth system capability reviews with vendor SMEs

• Next Up

- Outline Inspection process
- Document workflow and system touchpoints
- Host permit process focus group with contractors
- Compile all inputs into operational blueprints

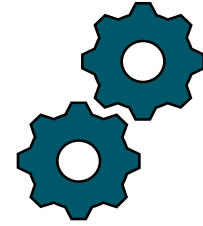


Operational Blueprint and Strategic Alignment –Service Map



Why It Matters

- Increases transparency for residents and contractors
- Standardizes customer service and communication
- Improves process clarity and reduces bottlenecks
- Identifies inefficiencies and process gaps
- Enables automation and future system configuration
- Aligns staff and workflows across departments
- Provides a clear, defensible foundation for RFP and vendor selection
- Reduces reliance on tribal knowledge and improves training



Strategic Outcomes

- **Operational Excellence**
 - Faster, more consistent permit processing
 - Data-driven decision making and accountability
 - Foundation for modernized, scalable operations
- **Community Prosperity**
 - More predictable permit turnaround times
 - Improved customer experience for residents and contractors
 - Better coordination across development review and inspections

Permit Operational Blueprints – Pain Point Register

Pain Point Register Summary				
Process Step	Software Enhancement	Operational Fix Required	Grand Total	
Permit Issue & Inspection		8	7	15
System-wide		8	4	12
App Intake		7	2	9
Finalization & Closeout		1	4	5
App Review & Assignment		3		3
Plan Review & Approvals		1	1	2
Grand Total		28	18	46

- 67% of identified issues are true software GAPS.
- Looking at tools to augment Permit App Intake and plan review processes.

Operational Blueprint and Strategic Alignment- Permit Matrix



What It Captures

- Cataloging 64+ permit types issued by the City
- Document application requirements, contractor verification, plans, and compliance documents
- Identify specialty reviews (Planning, Fire, Floodplain, Public Works)
- Map inspection sequences required before final approval



How it helps the city

- Reduce incomplete permit applications
- Standardize requirements across departments
- Clearly communicate expectations to contractors and residents
- Document the real work required to move a permit through review and inspections
- Supports any effort to automate application intake
- Used for staff training and service level consistency
- Creating shared reference point for permit requirements – to be used for system enhancements and serves as requirements for new system

Permit Operational Blueprints – Permit Matrix

Permit Type	Application Requirements	Plans & Documents	Inspection Sequence
Accessory Structure	Notarized application, contractor verification	Site plan, building plans, drainage plan	Foundation, Framing, Final
Commercial Tenant Buildout	Application + contractor license verification	Architectural, MEP plans, energy forms	Rough MEP, Insulation, Final
Fence Permit	Permit application	Site plan showing property lines	Post inspection, Final
Mechanical Replacement	Permit application	Manufacturer specs	Final
Dock / Seawall Work	Permit application + coastal review	Site plan, environmental docs	Pile inspection, Final

Building and Permitting

Next Steps

- Continue working with Innovation and Technology on permit process optimization
- Facilitate regular coordination meetings with the internal, cross-disciplinary working group to drive continuous process improvements and advance plan review efficiencies
- Host Building and Permitting Open House on Thursday, March 26 from 8 am – 6 pm
- Provide update to Commission in June

Implement strategic operational enhancements that optimize efficiency, elevate the customer experience and reinforce the City's commitment to regulatory compliance.



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Resolution 2026-08: Temporary amnesty to waive the triple fee penalty for after-the-fact permitting for storm-damaged property

Action Request: Motion to adopt Resolution 2026-08.

Strategic Objective: Recovery, Resiliency, and Sustainability

Date: March 24, 2026

Prepared By: Kathleen Murray

Through: Frances Robustelli, City Manager

Summary of Issue:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH TO ESTABLISH A TEMPORARY AMNESTY PROGRAM TO TEMPORARILY WAIVE THE TRIPLE FEE PENALTY FOR AFTER THE FACT BUILDING PERMIT FEES BEGINNING FEBRUARY 16, 2026, THROUGH AND INCLUDING JUNE 30, 2026, FOR PERMIT APPLICATIONS FOR REPAIRS OR DEMOLITION OF STORM-DAMAGED STRUCTURES AND FOR INSTALLATION OF MATERIALS AND EQUIPMENT WITHIN AND ATTACHED TO STORM DAMAGED STRUCTURES; ESTABLISHING A MINIMUM RESERVE FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

Following Hurricanes Helene and Milton, many residential and commercial properties throughout the City sustained storm-related damage. Some property owners completed repairs without first obtaining the required building permits.

Under the City's current permitting structure, after-the-fact permits are subject to triple permit fees. Enforcement of these fees for hurricane-related repairs was scheduled to take effect on February 16, 2026.

The proposed resolution establishes an amnesty period from February 16, 2026 through June 30, 2026, during

which property owners who voluntarily come forward to obtain permits for hurricane-related repairs or demolition of storm-damaged structures will be assessed standard permit fees rather than the triple-fee penalty normally applied to after-the-fact permits.

The amnesty program is intended to:

- Encourage voluntary compliance with building and safety regulations
- Reduce confusion resulting from overlapping recovery communications
- Support residents still navigating hurricane recovery
- Focus enforcement efforts on compliance rather than penalties

The waiver applies only to hurricane-related repairs and does not apply to unrelated or knowingly unpermitted construction.

To preserve fairness and accountability, properties that become Code Enforcement cases or are identified through inspection or complaint will not be eligible for the amnesty program.

Staff estimates that approximately 250 property owners have not yet responded to prior notices, although it is not confirmed that all have completed unpermitted work. Additional outreach and clearer communication will be conducted to inform residents of the opportunity to voluntarily obtain permits during the amnesty period.

The temporary waiver may reduce revenue associated with triple permit fees. However, the program is expected to increase voluntary compliance and permit activity while ensuring hurricane-related repairs meet required safety standards.

Funding:

Temporarily waiving the triple-fee penalty for hurricane-related repairs during the amnesty period may result in a reduction in potential penalty revenue. The fiscal impact is dependent on the number of property owners who voluntarily come forward during

the amnesty period.

Attachments:

1. Resolution 2026-08

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH TO ESTABLISH A TEMPORARY AMNESTY PROGRAM TO TEMPORARILY WAIVE THE TRIPLE FEE PENALTY FOR AFTER THE FACT BUILDING PERMIT FEES BEGINNING FEBRUARY 16, 2026, THROUGH AND INCLUDING JUNE 30, 2026, FOR PERMIT APPLICATIONS FOR REPAIRS OR DEMOLITION OF STORM-DAMAGED STRUCTURES AND FOR INSTALLATION OF MATERIALS AND EQUIPMENT WITHIN AND ATTACHED TO STORM DAMAGED STRUCTURES; ESTABLISHING A MINIMUM RESERVE FUND; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 26, 2024, storm surge and high winds from Hurricane Helene caused significant flood damage from storm surge to the ground floor of many residential and commercial properties throughout the City of St. Pete Beach; and on October 9, 2024, high winds and heavy rains from Hurricane Milton also caused significant damage to many structures; and damage from these two hurricanes is an extraordinary condition that warrants waiver of certain after the fact permit fees; and

WHEREAS, the City Commission of the City of St. Pete Beach wishes to encourage property owners to obtain after the fact building permits for completed unpermitted hurricane-related repairs and to obtain required after the fact permits by paying standard permit fees without being subject to the triple-fee penalty normally assessed for after the fact permits. This would apply only to hurricane-related repairs and not to unrelated or knowingly unpermitted construction; and

WHEREAS, other permit and plans examination fees associated with non-occupied structures, re-inspection fees, surcharge fees, and fees associated with new construction, including new construction following demolition, are not to be waived; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

Section 1. Each of the above recitals is incorporated herein as the findings of the City Commission.

Section 2. There shall be a temporary waiver of the triple-fee penalty normally assessed for after the fact permits for City of St. Pete Beach building permit fees from February 16, 2026, through June 30, 2026, for permit applications for repairs or demolition of storm-damaged structures and for installation of materials and equipment within and attached to storm damaged structures.

Section 3. This Resolution is effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2026.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Scott Tate, Mayor

ATTEST:

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Authorize the City Manager to execute a Services Agreement with BCS Construction Group, LLC for the Boca Ciega Bay Stormwater Outfall Improvements capital project in the amount not to exceed \$1,173,370.00

Action Request: Motion to authorize the City Manager to execute a the Services Agreement with BCS Construction Group, LLC for the Boca Ciega Bay Stormwater Outfall Improvements capital project in the amount not to exceed \$1,173,370.00.

Strategic Objective: Reliable Infrastructure

Date: March 24, 2026

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Bid (RFB) from qualified, licensed civil contractors for stormwater outfall improvements associated with the following budgeted capital improvement projects:

- Don CeSar Baffle Structures
- Belle Vista Baffle Structures
- Pass-a-Grille Way Tide Check Valve Replacements

Two responsive sealed bids were received on February 5, 2026. BCS Construction Group, LLC was determined to be the lowest responsive and responsible bidder meeting all City qualification requirements.

The project completion date is within 240 calendar days (8 months).

Funding:	403.5380.565800	Local	Flooding	Mitigation
	(\$316,710.68)			
	403.5380.565003	Water	Quality	Improvement
	(\$1,385,383.93)			

Attachments:

1. Boca Ciega Bay Stormwater Outfall Agreement

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Boca Ciega Bay Stormwater Outfall Improvements

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and **BCS CONSTRUCTION GROUP, LLC** (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its 24 March 2026 public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Standard Form Addendum. The attached Standard Form Addendum, which contains all the Florida Statutorily required provisions applicable to this Agreement, is attached hereto as Exhibit "A" and its provisions modify and supplement this Agreement.
3. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
 - a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit "B") **Not To Exceed \$1,173,370.00**.
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
 - e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.
 - a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
 - b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 8 months of the agreement.
 - a. Term. This Agreement will remain in effect for a period of (1) one year from the Effective Date.
 - b. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

10. Termination. This Agreement may be canceled by the City when:
 - a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

11. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

12. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

13. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

14. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additionally named insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

15. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, such sum being specifically found by Contractor to be sufficient consideration for this indemnification, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers'

Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

16. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "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 a public entity; may not submit a bid or 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."

17. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

18. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine

and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

19. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Standard Form Addendum (Exhibit "A")
- b. Request for Bid (Exhibit "B")
- c. Vendor Proposal (Exhibit C)
- d. FEMA Addendum (Exhibit D)

20. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

BCS Construction Group, LLC.
8130 66th St N, Suite 10
Pinellas Park, FL 33781

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

info@bcsconstructiongrp.com

With Copy To:

cityattorney@stpetebeach.org

21. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

22. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

23. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

24. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

25. Counterparts. This Agreement may be executed and delivered in any number of

counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

26. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the Section 15 of the Standard Form Addendum, Exhibit "A", and that the facts stated in it are true.

BCS Construction Group, LLC.:

City of St. Pete Beach:

Signature: 

Signature: _____

By: Bruno Sequeira

By: Frances Robustelli

Its: President

Its: City Manager

Date: March 11, 2026.

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

EXHIBIT "A"

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies the contract for services made and entered into this 11 day of March, 2026, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the "City", and BCS CONSTRUCTION GROUP, LLC., hereinafter referred to as "Contractor" to include the following terms of this contract Addendum:

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed,

renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) 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 records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org
Phone: 727-363-9220
155 Corey Avenue

St. Pete Beach, FL 33706

Fax: 727-541-8040

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for,

or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than \$1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". If applicable, Contractor shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state

or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of St. Pete Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of St Pete Beach for review or approval.

18. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor: Bruno C Sequeira

Print Name: Bruno C Sequeira

Title: President.

Company: BCS Construction Group LLC

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT "B"

(Place Request for Bid behind this page)

EXHIBIT "C"

(Place Vendor's Proposal Behind this Page)

EXHIBIT "D"

Public Assistance Grant Supplement

Agreement with this Exhibit: Conflicts.

This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the provisions of this Exhibit were fully recited within the Agreement itself.

This Exhibit shall apply (a) in addition to anything contained in the Contract Documents, notwithstanding anything contained in the Contract Documents to the contrary. No provisions of the Contract Documents shall serve to limit or restrict the obligations and duties of the parties to this Exhibit.

In the event of a conflict between anything contained in this Exhibit and anything contained in the Contract Documents, this Exhibit shall control and take precedence.

The inclusion of the terms retained in this Exhibit is a material inducement for the purchase of the product.

This Exhibit is a Purchase Order for the term "Agreement" as used herein shall refer to the Purchase Order in which this Exhibit is attached, and the term "Agreement" shall refer to all documents attached to and made a part of such

The following definitions shall apply, in addition to any terms defined in the Contract Documents

The term "non-Federal entity" and the term "applicant" as used herein shall have the same meaning as the term "Owner" as

The term "contract" shall have the same meaning as the term "Agreement" as used herein

The term "contractor" as used herein shall have the same meaning as the term "contractor" as used in the Agreement

The term "non-Federal entity" as used herein shall have the same meaning as the term "non-Federal entity" as used in the Agreement

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

- a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d. Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e. If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

- a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i. The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;
 - ii. The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and
 - iii. The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.
 - iv. The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v. The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the
-

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

- vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31
- vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (a) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F. R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

a. Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. Procurement of Recovered Materials (2 C.F.R. § 200.322)

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):

Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671q and 33 U.S.C. §§ 1251-1387).

- a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

4. Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

- a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Bruno C Sequeira, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Bruno C Sequeira
Signature of Contractor's Authorized Official

Bruno C Sequeira - President
Name and Title of Contractor's Authorized Official

3/11/2026
Date

10. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

11. Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

- a. Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.

(5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 - ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
- c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pasco County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that Pasco County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pasco County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

- a. Policy:
 - i. It is the policy of BayCare Health System Inc. to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is
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procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - (4) After solicitation of several sources, competition is determined inadequate.
- ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

- a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.
- b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.
- c. **Responsible Contractor Form:** to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.
- d. In addition, related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

- a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

- a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland "Anti-Kickback"

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
2 C.F.R. § 200.216**

- a. Under this Agreement, grant funds will not be obligated or expended to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - B. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this 11 day of March, 2026.

Signed: Bruno C Segueira
Print Name: Bruno C Segueira
Title: President

[END OF EXHIBIT]

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Approval of a special event permit with request for street closure for Pass A Grille Community Church Easter Sunrise Service on April 5, 2026.

Action Request: Motion to approve the special event permit request with street closure for the Pass A Grille Community Church Easter Sunrise Service on April 5, 2026.

Strategic Objective: Community Prosperity

Date: March 24, 2026

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: Staff is requesting a motion to approve a special event street closure on Pass A Grille Way from 8th Avenue to 10th Avenue and on 16th Avenue from Pass A Grille Way to Gulf Way for Pass A Grille Community Church Easter Sunrise Service. The event date is Sunday, April 5, 2026. Pass A Grille Community Church has provided the site plan for the event. The certificate of liability insurance and signed hold harmless agreement will be submitted upon approval of the event. The estimated attendance at this event is 1300 attendees. Set up starts at 5am and clean up after 11am. The permit fee will be \$100 for the special event permit. This event is not included in the list of co-sponsored events.

Funding: This event is fully funded by the event organizer and is not a co-sponsorship with the city. All permit fees and costs for services are the responsibility of the event organizer.

Attachments:

1. Pass A Grille Community Church Easter Service 04052026



City of St. Pete Beach Event Application

Applicant

Name of Applicant: PASS A GRILLE BEACH COMMUNITY CHURCH Title (if applicable): _____

Name of Organization (if applicable): PASS A GRILLE BEACH COMMUNITY CHURCH

Tax Exempt? Yes No Non-Profit? Yes NO *If yes on either, please provide documentation*

Mailing Address: 107 16th Ave St Pete Beach, Florida 33706

Cell Phone: 727-480-7400 Email: TFF2020@AOL.COM

Event Information

Event Title: EASTER SUNRISE SERVICE Event/Organization Web Address: http://www.pagchurch.org/

Event Location(s): 6:30 am Service PASS A GRILL WAY between 9th and 11th Ave & 8:30 am Service 16th Avenue in front of Church
 If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>04/05/2026</u>	<u>SUNDAY</u>	<u>0500</u>	<u>0800</u>
<u>04/05/2026</u>	<u>SUNDAY</u>	<u>0700</u>	<u>1100</u>
_____	_____	_____	_____

Set Up Date(s): same as above Time(s) 0500 to 0630
 Cleanup Date(s): same as above Time(s) 0800 to 1100

Description of Event: 6:30 Easter Sunrise Service - 800 chairs set up on Pass A Grille Way for Easter Church Service.

1 6x8 platform on sidewalk for minister's stage. Barricades needed to block street access during set up and service.

8:30 Easter Worship Service - 200 chairs set up on 16th Ave in front of church. with barricades on either end

Will this be an Annual Event? Yes No If yes, next year's date(s): March 28, 2027 Easter Morning

Event Logistics

Estimated Attendance

1300

1300

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours):	\$50.00
Special event fire vehicle per hour per vehicle (minimum of 3 hours):	\$25.00

List all event activities: Worship Services

Electricity Needed Yes No Source: Extension cord from members Gift shop on 10th

Will portable restrooms be used? Yes No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? Yes No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Church Pianist

Parking Plan (please be detailed and include on site map): _____
Parking will be on side streets on PAG Way, 8th, 9th and 10th.

Food and Beverage:

Will alcohol be served or sold? Served Sold No Alcohol

Will there be food trucks? Yes No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer

List all other vendors (art, crafts, clothes, etc) _____

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan.

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103: The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FPPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? Yes No
If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? Yes No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
PAG WAY	8TH AVE	10TH WAY	APRIL 5 2026	0500-0800
16TH AVE	PAG WAY	PAG WAY	APRIL 5 2026	0600-1100

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

BANNER Don CeSar wall at Gulf Blvd and Bayway intersection (traffic light) BANNER at Horan Park

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

- 8 Barricades
- 8 Cones
- 0 Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Madaline Ales



Print Name

Signature

Pass A Grille Beach Community Church

3/2/26

Corporation Name (if applicable)

Date

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does require not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

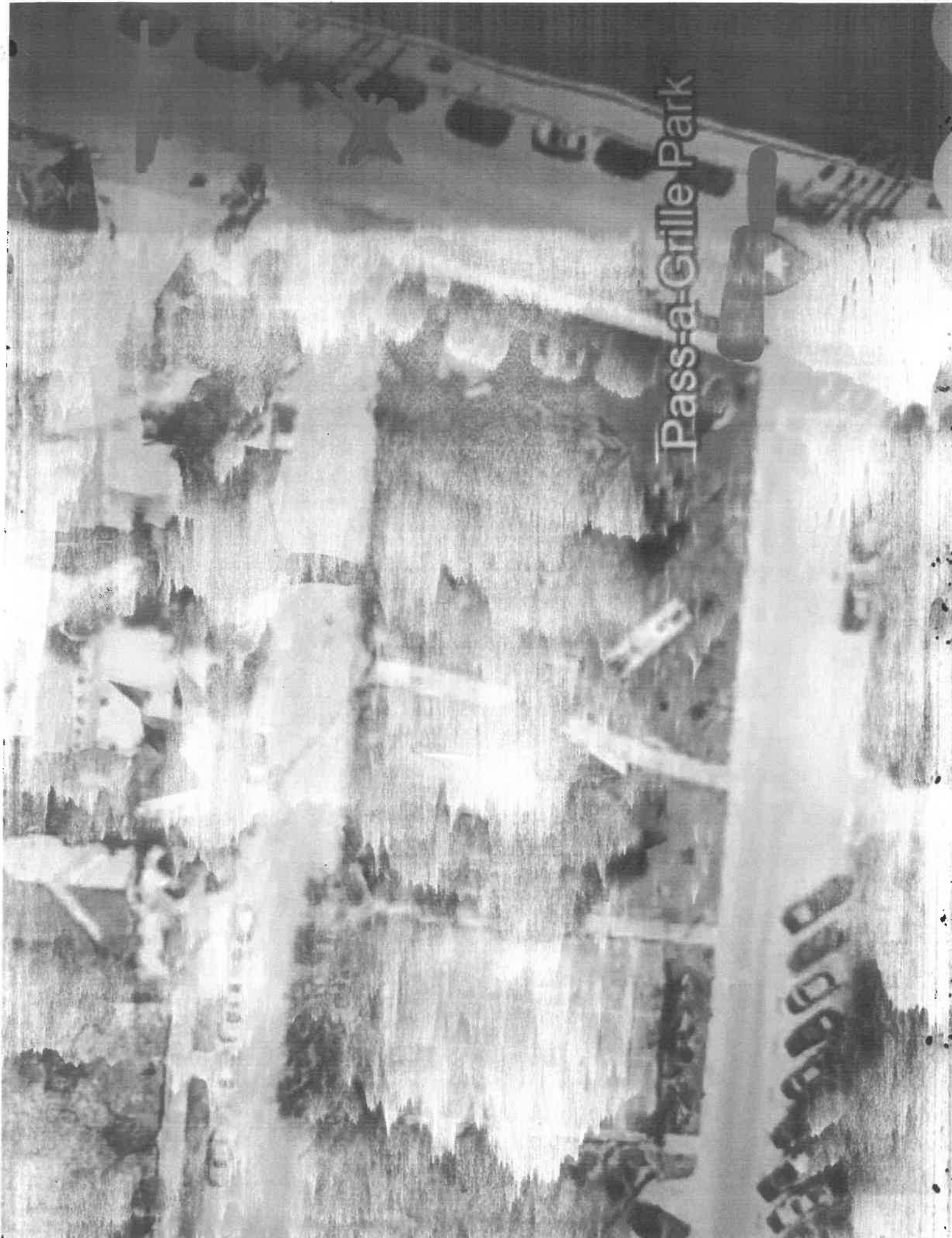
Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15. Food Truck/Trailer permit is \$170 annually

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)



Pass-a-Grille Park

Pass-A-Grille Beach Community Church



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Resolution 2026-07: Establishing and Amending Public Parking Fees

Action Request: Motion to adopt Resolution 2026-07.

Strategic Objective: Operational Excellence

Date: March 24, 2026

Prepared By: Kathleen Murray

Through: Frances Robustelli, City Manager

Summary of Issue:

Ordinance 2026-02 was adopted at the March 9, 2026 Commission meeting and removed public parking fees from Appendix A of the City Code, providing that parking fees shall be established and amended by resolution of the City Commission.

Adoption of this resolution will:

- Establish the City’s public parking fee schedule in accordance with Ordinance 2026-02;
- Maintain full City Commission authority over parking fees;
- Implement the updated fee-setting process approved by the Commission; and
- Provide a clear and transparent framework for future parking fee adjustments by resolution.

This action does not amend the Code of Ordinances and does not change the City’s authority over parking regulation or enforcement.

Funding: Parking fee revenues are reflected in the adopted FY 2026 budget. Adoption of this resolution will

implement the approved fee schedule and does not create an unbudgeted fiscal impact.

Attachments:

1. Proposed Parking Rate Changes Summary
2. PARKING FEES RESOLUTION (2)

Proposed Parking Rate Changes

As per recommendations by the
Commission and the FBRC

<u>Fee Change</u>	<u>Type of Change</u>	<u>Estimated Impact on Revenue</u>
Sunset Pricing	After 4:00 pm the price increases by \$1.00/hour	\$257,000
Seasonal Pricing	In season the price increases by \$1.00/hour	\$425,000
Eliminate County Park Special Rate	Prices will increase to meet the City Rate	\$90,000
Increase hourly rate	Increase the basic parking rates by \$.50 per hour	\$600,000
Start the weekend early	Weekend rates being on Friday	\$120,000
Increase the Holiday Rate	Rates increase from \$25 - \$40 per day	\$480,000
Total		\$1,972,000

RESOLUTION NO. 2026-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH TO ESTABLISH PARKING RATE FEE SCHEDULE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, parking rates have not been changed in over a year; and

WHEREAS, the City brings in approximately \$5.5 million in metered parking fees per year; and

WHEREAS, a substantial amount of those fees are shared with the County for parking at the County Beach; and

WHEREAS, there is a desire to increase revenue other than ad valorem taxes; and

WHEREAS, revenues and expenses will go into an enterprise fund to more closely monitor revenue and associate expenses more closely with sourced revenue

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

Section 1. Each of the above recitals is incorporated herein as the findings of the City Commission.

Section 2. The Parking Rate Fee Schedule attached as Exhibit A are hereby approved.

Section 3. This Resolution is effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2026.

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA.

Scott Tate, Mayor

ATTEST:

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT A

Parking Rate Fee Schedule

Increase the base parking rate by \$0.50 per hour, resulting in a rate of \$5.00 per hour Monday through Thursday and \$6.00 per hour Friday through Sunday.

Establish a “Sunset Rate” surcharge of \$1.00 per hour for parking between 4:00 p.m. and 8:00 p.m.

Establish a “Seasonal Rate” surcharge of \$1.00 per hour during the period of February 1 through April 30.

Eliminate the separate parking rate at the County Park and apply the City’s standard parking rates.

Establish a Holiday and Special Events parking rate ranging from \$40 to \$75 per parking session, with the specific rate to be determined on a case-by-case basis.