



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

155 Corey Avenue  
St. Pete Beach, FL 33706

Tuesday, May 26, 2026  
6:00 PM

Call to Order  
Pledge of Allegiance  
Roll Call

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**REGULAR MEETING**

1. Approval of the Agenda -

**Action Request: Motion to approve the May 26, 2026 agenda.**

2. Presentations -

**a. Status of Living Seawall Project**

**b. Gulf Blvd Undergrounding Project Status & Direction**

3. 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.*

4. Consent -

**a. Approval of the May 12, 2026 Budget Work Session and Regular Commission Meeting Minutes**

**b. Resolution No. 2026-18: Supporting the Installation of a Public Art Dolphin Sculpture on Corey Avenue**

**c. Authorize the City Manager to execute Agreement No. 26PLN47 with the Florida Department of Environmental Protection in the amount of \$300,000 for the City of St. Pete Beach Vulnerability Assessment and Adaptation Plan Update.**

**d. Authorize the City Manager to execute the Eighth Addendum and Renewal with the Pinellas Suncoast Transit Authority for the Suncoast Beach Trolley Agreement for Fiscal Year 2026 transit service for \$308,279.51.**

**e. Approve Fiscal Year 2026 Fleet purchases for Building, Code Enforcement, Fire, Public Services, and Resident Services in the amount of \$1,281,491.46 and reimbursement in the amount of \$700,000.00**

**f. Approval of Change Order to Scope of Services for Raftelis Operating Fee Study related to Legislative Updates**

5. Ordinances -

**a. Final Reading Ordinance 2026-12: FY2026 Budget Amendment**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2026 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, BUILDING FUND, WASTEWATER, RECLAIMED WATER FUND, STORMW ATER FUND AND CONSTRUCTION PROJECT FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

**Action Request:** Motion to adopt Ordinance 2026-12.

**b. First Reading Ordinance 2026-13: Amendments to Seawall, Bulkhead, Living Shoreline, and Retaining Wall Standards**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 98, ARTICLE IV OF THE CODE OF ORDINANCES RELATING TO SEAWALLS, BULKHEADS, LIVING SHORELINES, AND RETAINING WALLS; AMENDING SECTION 98-101, STANDARDS FOR SEAWALLS, BULKHEADS, LIVING SHORELINES, AND RETAINING WALLS; AMENDING SECTION 98-104, RELIEF FROM SEAWALL, BULKHEAD, LIVING SHORELINE, OR RETAINING WALL CONSTRUCTION AND ELEVATION STANDARDS; PROVIDING FOR RECITALS; CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

**Action Request:** Motion to [approve/approve with conditions/deny/continue to [specify date certain]] Ordinance 2026-13.

6. Action Items -

**a. City Clerk Annual Evaluation**

7. Items for Discussion -

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

9. 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](mailto: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](http://www.stpetebeach.org).**

# City of St. Pete Beach Don CeSar Community Living Seawall

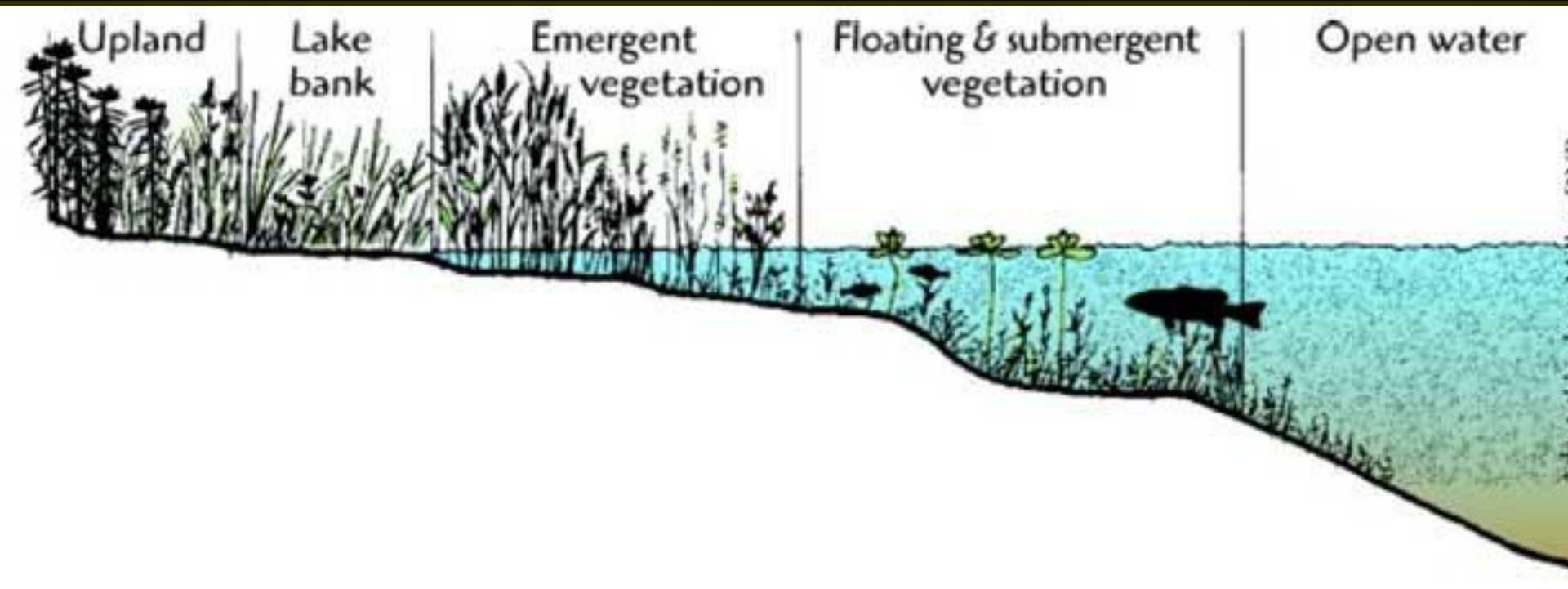
Informational Meeting

May 26, 2026

Thomas Ries  
Ecosphere Restoration Institute

CANOE  
LAUNCH

# Native Shoreline Profile







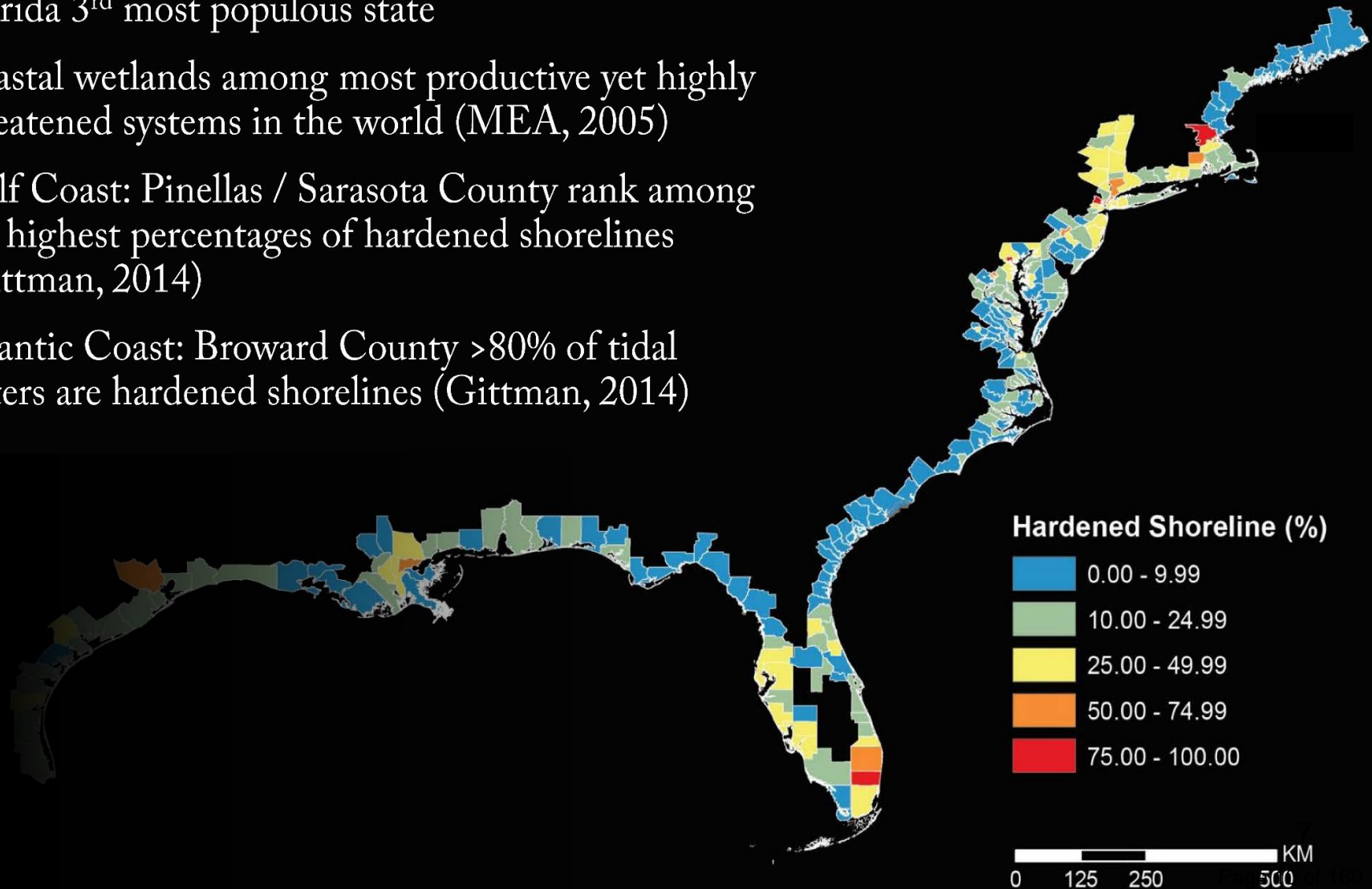


# Seawalls Ultimately Fail



# Loss of Wetlands Correlates to Population Density

- Near half U.S. lives in coastal counties;  
Florida 3<sup>rd</sup> most populous state
- Coastal wetlands among most productive yet highly threatened systems in the world (MEA, 2005)
- Gulf Coast: Pinellas / Sarasota County rank among the highest percentages of hardened shorelines (Gittman, 2014)
- Atlantic Coast: Broward County >80% of tidal waters are hardened shorelines (Gittman, 2014)





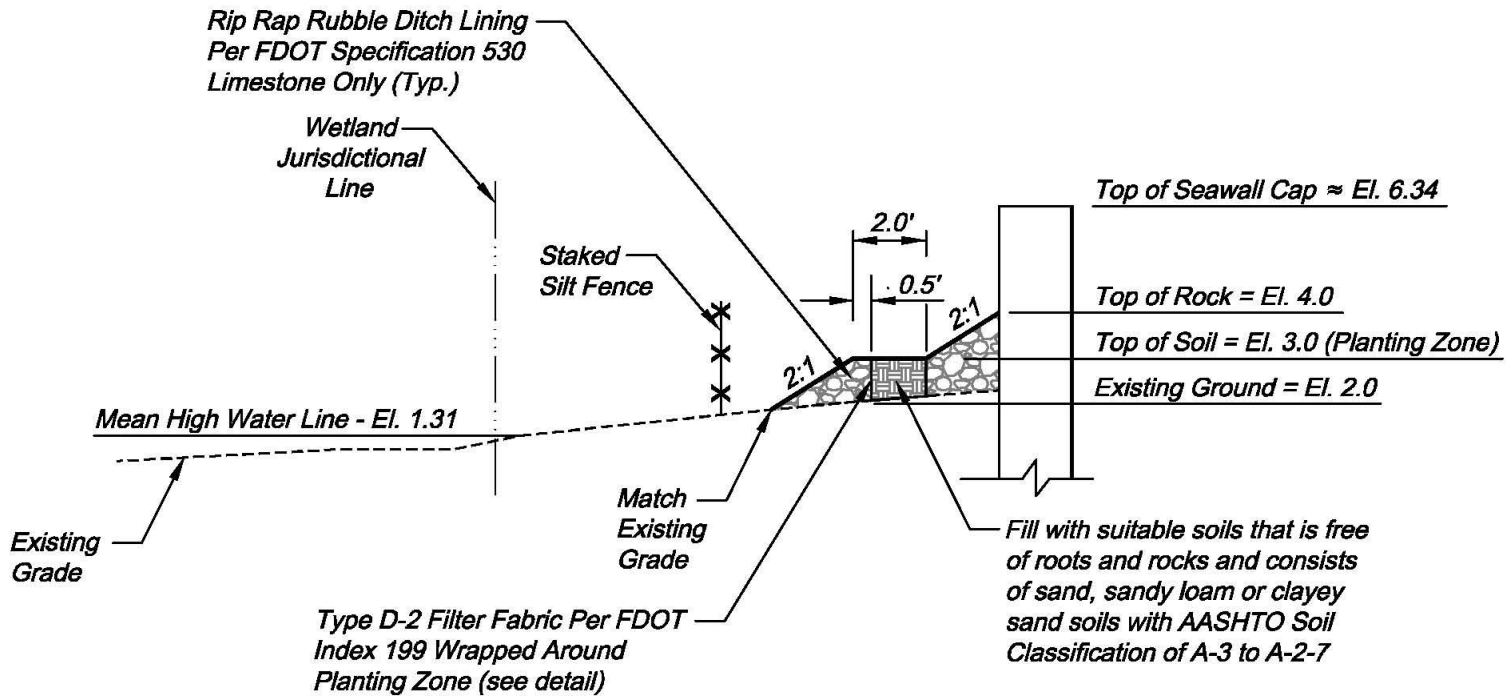
Google earth

3000 ft



# Seawall Enhancement Projects

- NOT True Living Shorelines
- Demonstration Sites



## TYPICAL GRADING SECTION A-A

SCALE: 1" = 5' HORIZ.  
1" = 4' VERT.

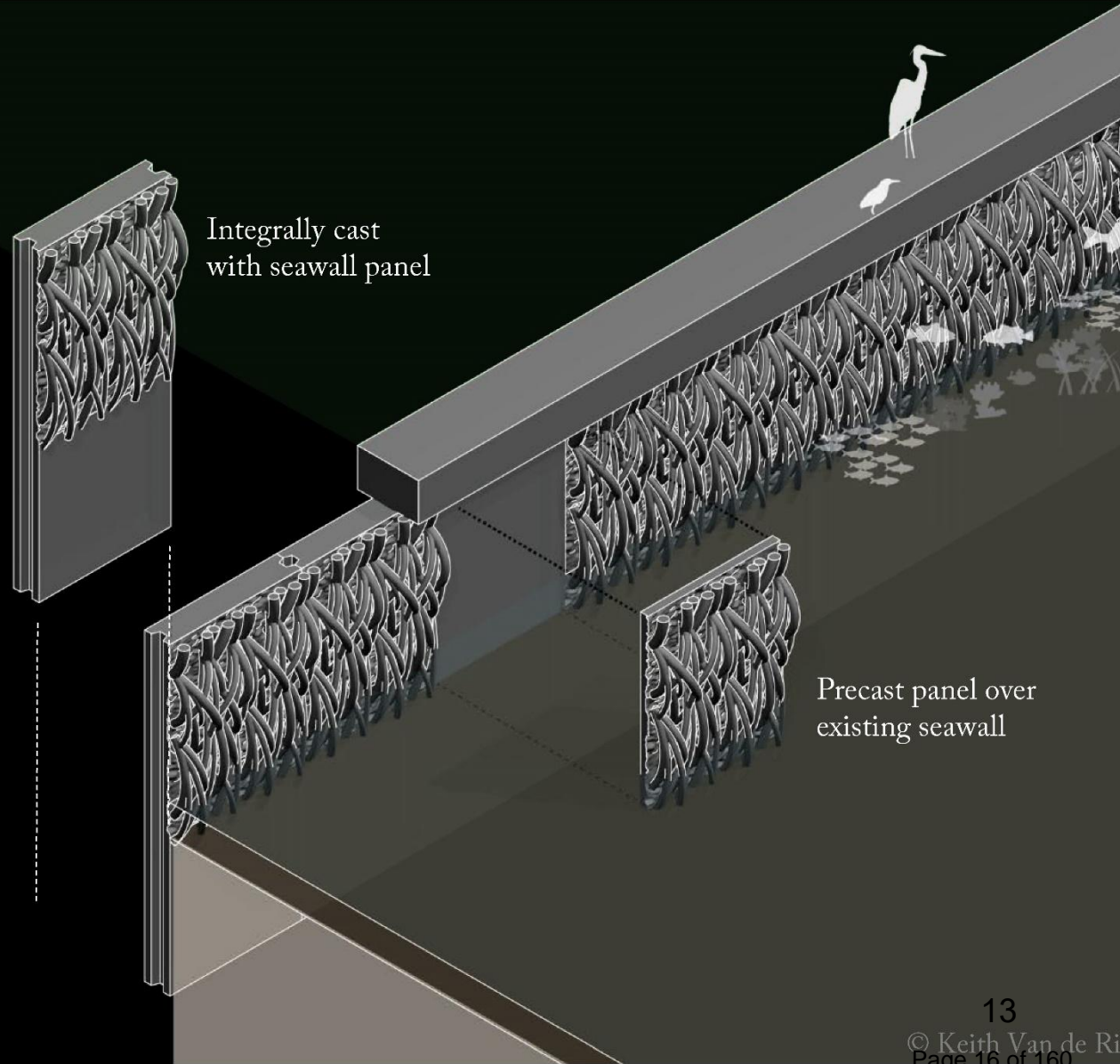
**Note:**  
All Material To Be Placed With A Track-Hoe Or Similar Equipment From The Shoreline. No Material Shall Be Dumped Directly From The Shore Into The River.





# Reef Wall Design

- Qualifies for DEP review exemption – 62.330.050, Sect 12
- Integrated seawall panel or precast installed over existing
- Wave energy dissipation, erosion control
- Improved oyster habitat and water quality







# City of St. Pete Beach Don CeSar Community Living Seawall

## Partners:

*City of St. Pete Beach  
Ecosphere Restoration Institute  
Tampa Bay Estuary Program  
South Maritana Drive Residents*



# City of St. Pete Beach Don CeSar Community Living Seawall

## History:

Ecosphere secured TBERF Grant \$39,999

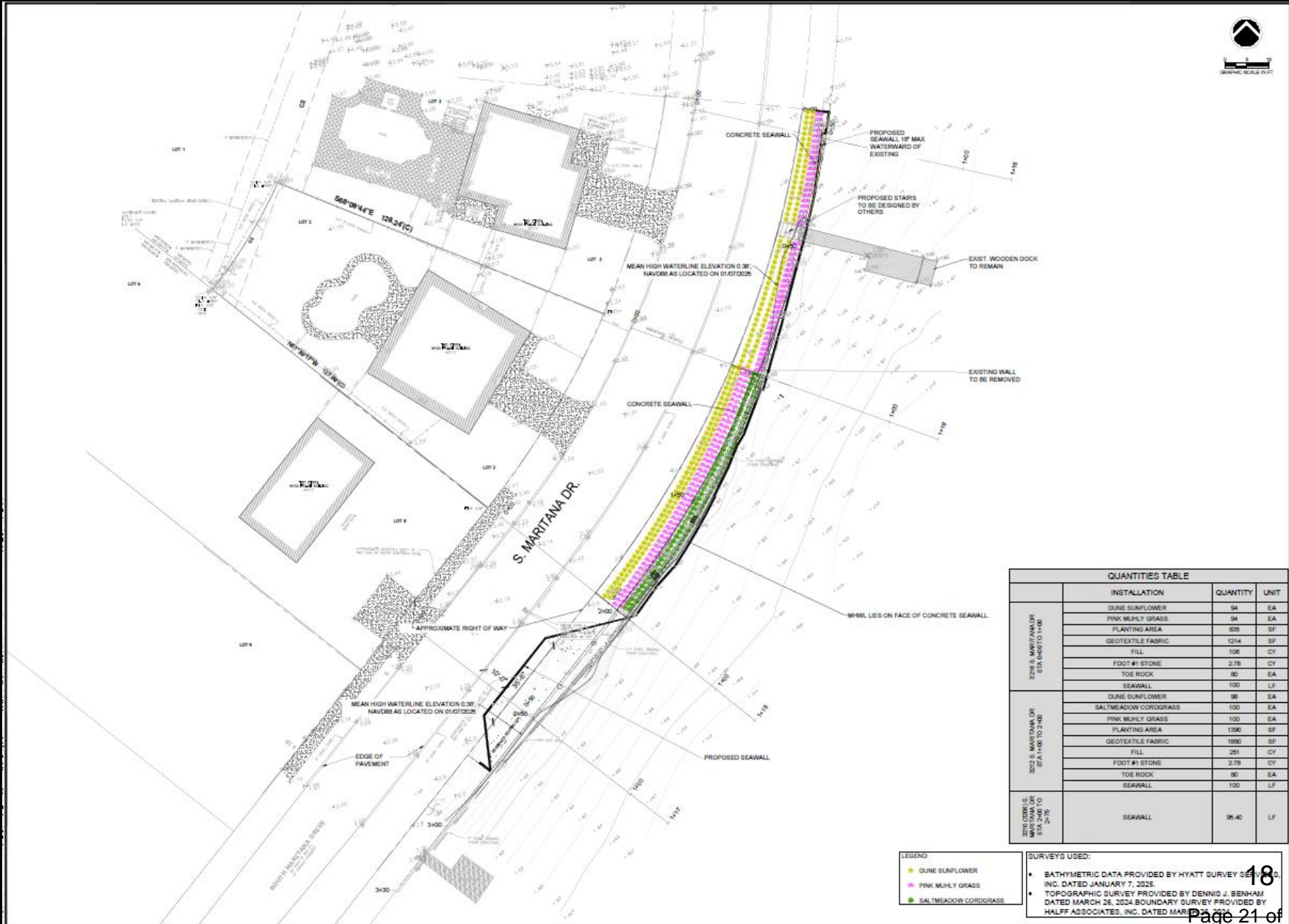
City matched grant & coordinated survey/geotechnical

Ecosphere hired coastal engineering firm (design/permit)

# Existing Conditions



# Plan View

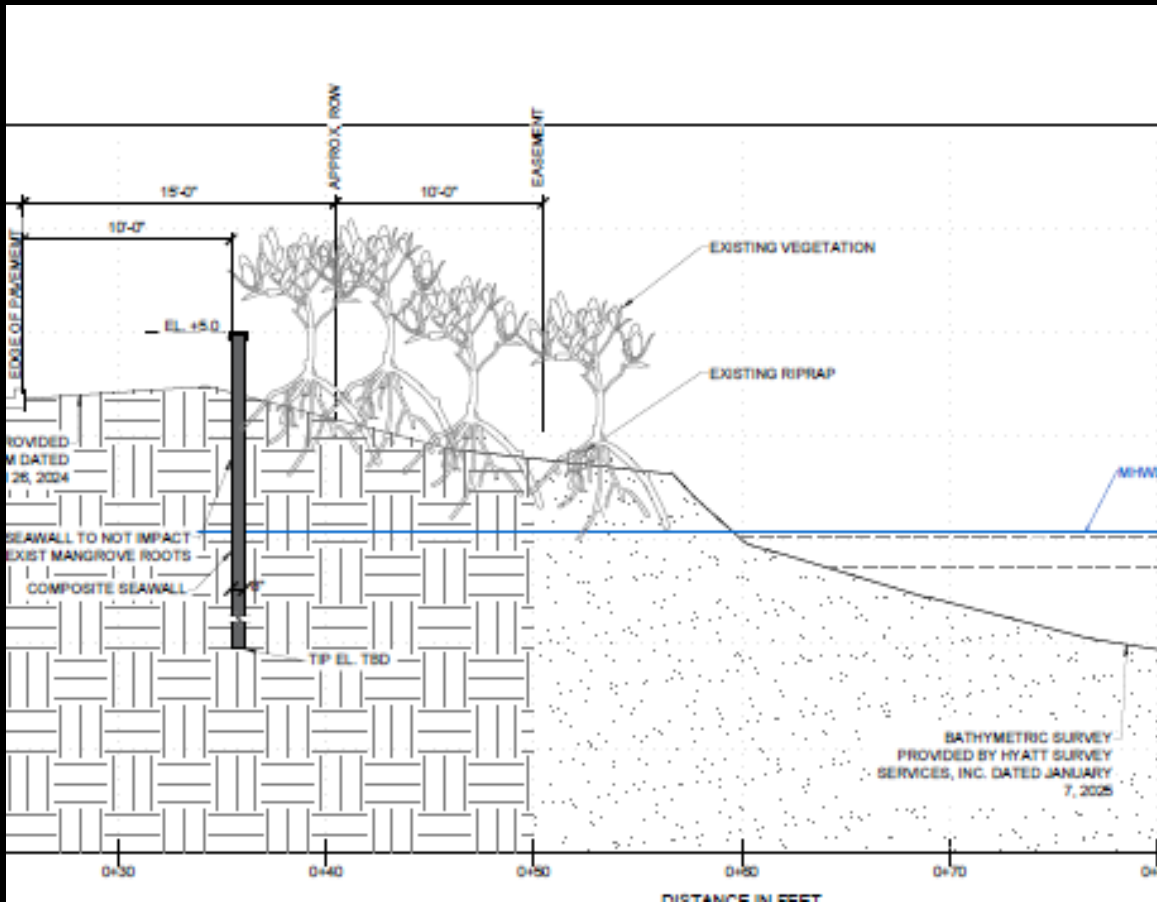


| QUANTITIES TABLE                          |                     |          |      |
|---|---------------------|----------|------|
|   | INSTALLATION        | QUANTITY | UNIT |
| 3000 S. MARITANA DR<br>S21A100 TO S21A101 | DUNE SUNFLOWER      | 94       | EA   |
|   | PINK MUHLY GRASS    | 94       | EA   |
|   | PLANTING AREA       | 335      | SF   |
|   | GEOTEXTILE FABRIC   | 1214     | SF   |
|   | FILL                | 105      | CY   |
|   | FOOT #1 STONE       | 2.75     | CY   |
|   | TOE ROCK            | 80       | EA   |
|   | SEAWALL             | 100      | LF   |
| 3000 S. MARITANA DR<br>S21A101 TO S21A102 | DUNE SUNFLOWER      | 96       | EA   |
|   | SALTMEDOW CORDGRASS | 100      | EA   |
|   | PINK MUHLY GRASS    | 100      | EA   |
|   | PLANTING AREA       | 1390     | SF   |
|   | GEOTEXTILE FABRIC   | 1890     | SF   |
|   | FILL                | 261      | CY   |
|   | FOOT #1 STONE       | 2.75     | CY   |
|   | TOE ROCK            | 80       | EA   |
| 3210 CORNELL<br>S21A200 TO S21A215        | SEAWALL             | 95.40    | LF   |

- LEGEND
- DUNE SUNFLOWER
  - PINK MUHLY GRASS
  - SALTMEDOW CORDGRASS

- SURVEYS USED:
- BATHYMETRIC DATA PROVIDED BY HYATT SURVEY SERVICES, INC. DATED JANUARY 7, 2025.
  - TOPOGRAPHIC SURVEY PROVIDED BY DENNIS J. BENHAM DATED MARCH 26, 2024. BOUNDARY SURVEY PROVIDED BY HALFF ASSOCIATES, INC. DATED MARCH 26, 2024.

# Stem/Seat Wall Elevation 5.0' NGVD88







# Don CeSar Community Shoreline Enhancement

## Status:

**Final engineering design completed**

**Regulatory Permits (FDEP & USACE) issued**

**Engineering design will be given to all residents for FREE!**



# City of St. Pete Beach Don CeSar Community Living Seawall

*Questions?*

# Gulf Boulevard Utility

## Undergrounding Status & Direction



# Pinellas County Interlocal Agreement

## Gulf Boulevard Improvement Program

- \$7,986,445 max available to St Pete Beach
- \$4,117,225 total billed to date
- \$3,869,220 balance remaining
- Agreement is set to expire September 30, 2026
- Reimbursement request for \$237,099.30 submitted March 2026
- Agreement extension request submitted April 2026



# Project Status – Phase 1

(55<sup>th</sup> Ave to 75<sup>th</sup> Ave)

- City construction completed
- Spectrum completing communication relocations
  - East side relocations completed
  - West side cable splicing and vault/pedestal installation underway
  - Fiber audit 5/13 – 5/14 prior to underground fiber splicing
- Duke Energy to remove existing poles following completion of Spectrum relocations



# Project Status – Phase 2

## (35<sup>th</sup> Ave to 55<sup>th</sup> Ave)

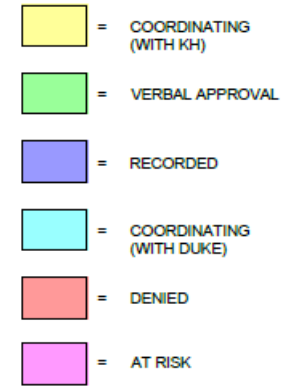
- Engineering design completed
- FDOT permitting nearing completion
- Easement coordination underway
- Construction services Request for Proposals (RFP) package under development for Phase 2A (45<sup>th</sup> Ave to 55<sup>th</sup> Ave) with procurement planned in FY 2026



# Easement Coordination – Phase 2A

## (45<sup>th</sup> Ave to 55<sup>th</sup> Ave)

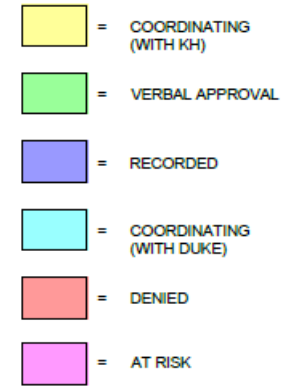
- Parcels with easements executed/recorded – 15
- Parcels requiring an easement – 13



# Easement Coordination – Phase 2B

## (35<sup>th</sup> Ave to 45<sup>th</sup> Ave)

- Parcels with easements executed/recorded – 14
- Parcels requiring an easement – 12



# Project Budget – Phase 2A

## (45<sup>th</sup> Ave to 55<sup>th</sup> Ave)

- Estimated cost - \$8,104,011
  - Communications relocations (Spectrum)- \$121,460
  - Electrical relocations (Duke Energy)- \$3,610,642
  - Streetlights (Duke Energy) - \$261,282
  - Construction services (TBD) - \$3,900,720
  - Construction engineering & inspection (Kimley Horn) - \$209,907
- Fiscal Year 2026 Budget Remaining – \$1,427,095
- Pinellas County Grant Remaining - \$3,869,220
- Additional Funding Needed - \$2,807,696



# Path Forward

- Staff seeks City Commission direction on next steps
  - Option A: Proceed with procurement for Phase 2A (*staff recommendation*)
  - Option B: Do not proceed, reallocate \$1,427,095 remaining FY 26 budget, forfeit \$3,869,220 grant funding available for reimbursement
- Timeline
  - Phase 2A (45<sup>th</sup> Ave to 55<sup>th</sup> Ave) procurement FY 26
  - Phase 2A construction FY 27-28
  - Pinellas County grant expires September 30, 2026
  - No planned funding for Phase 2B (35<sup>th</sup> Ave to 45<sup>th</sup> Ave)





**Thank You**

**Comments &  
Questions?**



**City Commission Work Session**

**May 12, 2026**

**3:00 p.m.**

**ELECTED OFFICIALS PRESENT:**

Scott Tate, Mayor  
Karen Marriott, Commissioner, District 1  
Lisa Robinson, Vice Mayor, Commissioner, District 2  
Al Causey, Commissioner, District 3  
Jon Maldonado, Commissioner, District 4

**STAFF PRESENT:**

|  |  |
|--|--|
| Frances Robustelli, City Manager             | Adam Poirrier, Assistant City Manager              |
| Ralf Brookes, City Attorney                  | Candyce Galloway, Innovation & Technology Director |
| Renee Rose, City Clerk                       | Devon Schmidt, Finance Director                    |
| Laura Canary, Community Development Director | Camden Mills, Public Services Director             |
| Jim Kilpatrick, Fire Chief                   | Mandy Edmunds, Resident Services Director          |
| Marc Portugal, Communications Manager        |  |

Mayor Tate called the meeting to order at 3:00 p.m.

**1. PRESENTATIONS**

**a. Revenue, Unaudited Reserve, Preliminary Capital Projects Improvement Plan and Priorities**

Finance Director Devon Schmidt presented Budget Workshop No. 1, focused on revenue generation strategies, long-term financial forecasting, enterprise fund sustainability, and preliminary capital improvement priorities. Her presentation was made part of the meeting record. She outlined projected infrastructure needs totaling approximately \$218 million over the next five years, potential impacts from proposed state legislation affecting ad valorem revenues, and challenges associated with enterprise funds requiring General Fund subsidies. She reviewed the City's current revenue structure, projected five-year revenue and expenditure forecasts, and aligned capital priorities with the City's strategic goals, with emphasis on recovery, resiliency, sustainability, and reliable infrastructure. She also summarized the efforts of the Revenue Generation Working Group, including analysis of legally allowed revenue options and prioritization recommendations from the Finance Budget Review Committee (FBRC). She discussed the City's reliance on grants and appropriations, including active state and federal funding requests, FEMA reimbursements, and limitations associated with grant eligibility and operational funding. Historical grant activity and current grant tracking efforts were also reviewed. She addressed the financial condition of enterprise funds, including reclaimed water, stormwater, and wastewater systems, and reviewed preliminary findings from ongoing utility rate studies. She explained that existing revenues are insufficient to meet projected operating and capital needs without future rate adjustments, debt financing, or additional revenue sources. Alternative funding scenarios and phased implementation approaches were also presented. Additional revenue concepts presented included fire assessment fees, resiliency fees, parking-based street repair assessments, resident service fee adjustments, community redevelopment areas, stormwater bonding scenarios, public-private partnerships, philanthropic fundraising opportunities, and other financing tools. Ms. Schmidt also reviewed several concepts determined to have limited feasibility or no local authority under Florida law. She then requested Commission direction regarding which revenue generation strategies should receive additional analysis and prioritization moving forward.

Commission discussion followed regarding enterprise fund projections, long-term capital planning, and potential revenue strategies. There were questions regarding the relationship between resiliency projects and stormwater infrastructure costs, benchmarking of proposed utility rate increases against neighboring jurisdictions, and the distinction between short-term and long-term funding needs. Staff explained that many resiliency-related projects would otherwise need to be funded through the stormwater utility and noted that additional benchmarking and rate structure analysis would be presented during future utility rate study discussions. There was concern about discussing potential revenue sources before first prioritizing and refining the City's long-term capital

improvement needs. Discussion included whether all proposed capital projects were essential, how projects would be prioritized, and whether alternative strategies, including the possible sale of utility assets, should be explored. Staff clarified that the workshop was intended to obtain philosophical direction on which revenue concepts warranted additional staff research and analysis, rather than approval or implementation of specific fees or assessments. Discussion further included several potential revenue concepts, including fire assessment fees, parking-based assessments, community redevelopment areas (CRA), enterprise fund fee adjustments, toll road concepts, philanthropy and sponsorship opportunities, bond financing, and registration or business fees related to short-term rentals. Staff provided additional clarification regarding legal limitations, implementation timelines, estimated revenue potential, and required studies associated with several options. Discussion also addressed the City's ongoing CRA efforts and feedback received from Pinellas County. Staff advised that discussions with the County were continuing and that the data and analysis prepared for the CRA study would remain valuable regardless of the ultimate funding structure pursued. Additional discussion focused on the condition of the City's wastewater and stormwater infrastructure systems, including ongoing televising and inspection studies, prior drainage and resiliency master planning efforts, and the uncertainty associated with future infrastructure costs. Staff explained that the current capital estimates represent the City's best projections based on available data and may change as additional studies are completed. There was discussion regarding the Tourist Development Tax (bed tax) funding limitations, the role of county and state restrictions on TDT expenditures, and potential future advocacy efforts related to additional flexibility for coastal resiliency and infrastructure projects.

Ms. Schmidt continued, focusing on the preliminary Capital Improvement Plan (CIP) and project prioritization process. She explained that projects were evaluated using the Commission-approved priority matrix, which scores projects based on factors including health and safety, regulatory mandates, asset condition, resiliency, operational impact, grant opportunities, and project coordination. She noted that the current list represents all identified capital needs and not all projects are expected to move forward in the FY27 budget. She reviewed projected revenues, expenditures, and fund balances across the City's major operating and capital funds, noting that current projections reflect no new revenue sources or grant assumptions. The City continues to follow a policy of limiting operating budget growth to approximately three percent annually and transferring remaining available funds toward capital projects while maintaining required reserve levels. She provided an overview of major proposed FY27 capital projects, including dune walkover replacements, Fisherman's Park and fishing pier rehabilitation projects, Fire Station 22 replacement, seawall improvements, Public Services facility upgrades, roadway rehabilitation, utility undergrounding projects, resiliency adaptation projects, wastewater system improvements, lift station rehabilitation, and stormwater system cleaning and inspection programs. She noted that several utility and resiliency funds currently project negative balances due to significant long-term infrastructure needs and insufficient existing revenue sources. She also highlighted that the parking fund continues to generate strong positive balances due to recent parking fee adjustments and may provide flexibility to support other capital priorities in the future. Wastewater, reclaimed water, stormwater, and resiliency funds were identified as areas with substantial capital demands and limited available revenues under current funding structures. She advised that the presentation represented an initial overview of the City's capital needs and that future workshops would continue refining project priorities and funding strategies in preparation for development of a balanced FY27 budget.

Commission discussion focused on the capital project ranking methodology, project prioritization, and how future revenue discussions should align with identified capital needs. Staff were asked to clarify how projects were ranked within the red, yellow, and green priority categories and there was discussion whether all listed projects should proceed or whether lower-ranked projects should be deferred. Discussion highlighted the need to identify which projects are most critical in the near term, particularly for FY27, before determining what additional revenue sources may be necessary. Additional analysis was requested showing projected costs by priority category, including separate totals for green-only projects, green and yellow projects combined, and all projects together, along with identification of projects currently tied to grant opportunities or other outside funding sources. There was interest in exploring alternative funding strategies before considering additional assessments

or fees, including grants, TDT opportunities, redevelopment funding, and the possible sale or transfer of wastewater system assets. There was discussion regarding the City’s wastewater fund and long-term infrastructure obligations, including whether transferring wastewater operations to another agency could reduce future capital liabilities and improve operational efficiencies. advised that additional information could be prepared regarding timelines, feasibility, and fiscal impacts associated with such options. Discussion also addressed potential tourism-related funding opportunities for projects such as the Merry Pier rehabilitation and possible future water taxi connections. Staff noted that applications for Visit St. Pete/Clearwater capital funding opportunities typically require matching funds and remain competitive. Discussion included conservative revenue forecasting assumptions used in the preliminary budget projections, including that future ad valorem revenue growth from new and pending developments, property sales, and new construction had not yet been incorporated into projections. Ms. Schmidt said future workshops would continue refining capital priorities, enterprise fund projections, and revenue assumptions in preparation for development of a balanced FY27 budget.

Mayor Tate adjourned the meeting at 5:27pm.

MINUTES APPROVED: MAY 26, 2026

RENEE ROSE  
CITY CLERK

SCOTT TATE  
MAYOR

**City Commission Meeting**  
**May 12, 2026**  
**6:00 p.m.**

**ELECTED OFFICIALS PRESENT:**

Scott Tate, Mayor  
Karen Marriott, Commissioner, District 1  
Lisa Robinson, Vice Mayor, Commissioner, District 2  
Al Causey, Commissioner, District 3  
Jon Maldonado, Commissioner, District 4

**STAFF PRESENT:**

|                                  |  |
|----------------------------------|--|
| Frances Robustelli, City Manager | Adam Poirrier, Assistant City Manager  |
| Chloe Berryman, City Attorney    | Devon Schmidt, Finance Director        |
| Renee Rose, City Clerk           | Camden Mills, Public Services Director |

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

**1. APPROVAL OF THE AGENDA**

City Manager Robustelli requested to continue items 6a and 6b to July 14, 2026. The city has been approached with new information and will need time to work through that.

**Motion: Vice Mayor Robinson moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve the May 12, 2026 City Commission Agenda, as amended.**

**2. PRESENTATIONS**

**a. Proclamation Recognizing the month of May 2026 as Historic Preservation Month**

Mayor Tate read a proclamation into record recognizing May 2026 as Historic Preservation Month.

**3. AUDIENCE COMMENTS**

Joe Mladinich, Manor Way S, spoke in support of Childcare Director Andria Nicholson and urged the City to retain her, praising her leadership, positive impact on children and families, and success in growing the after-school and summer camp programs.

**4. CONSENT**

- a. Approval of the April 28, 2026 City Commission Meeting Minutes
- b. Authorize the City Manager to execute an Interlocal Agreement with Pinellas County for FDEP Annual Regulatory Program (MS4 Permit) Fee
- c. Authorize the City Manager to execute an amendment to the agreement with Raftelis Financial Consultants, Inc. in the amount of \$26,500
- d. Resolution 2026-17: Don CeSar Boat Ramp Grant Application
- e. Approval of an Amendment to the FY2026 Pay Plan to add a Summer Internship position at Grade 1 with an hourly pay range of \$15.39 to \$24.62.
- f. Resolution 2026-12: Authorization of Dispose of Surplus City-Owned Assets

**Motion: Commissioner Marriott moved, Commissioner Causey seconded, and the motion carried 5-0 to approve the May 12, 2026 City Commission Consent Agenda.**

**5. ORDINANCES**

**a. First Reading Ordinance 2026-12: FY2026 Budget Amendment**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2026 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, BUILDING FUND, WASTEWATER, RECLAIMED WATER FUND, STORMWATER FUND AND CONSTRUCTION PROJECT FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION;

PUBLICATION; AND AN EFFECTIVE DATE.

Attorney Berryman read Ordinance 2026-12 in title only.

Finance Director Devon Schmidt presented the FY2026 mid-year budget amendment overview, including proposed amendments across governmental and enterprise funds. Her presentation was made part of the meeting record. She outlined requests related to storm recovery, infrastructure maintenance, capital projects, fleet replacements, permitting operations, and transit services. Highlights included insurance-funded replacement of storm-damaged fitness equipment, continued funding for contracted building and permitting support services, and an initial allocation toward replacement of the City's building and permitting software. She also reviewed capital and infrastructure needs, including seawall replacement, roadway rehabilitation, stormwater and wastewater system inspections, fleet equipment replacements, and drainage maintenance improvements. Additional requests included funding adjustments for the SunRunner trolley agreement and transfers between enterprise funds to support ongoing capital projects. She noted that several project costs exceeded original engineering estimates and noted the operational impacts associated with delaying or deferring the requested projects. She concluded by reviewing the upcoming FY27 budget workshop and public engagement schedule and provided high-level funding summaries, noting that requests would be funded through a combination of reserves, account balancing, grants, and insurance proceeds.

Commission discussion focused on clarification of the proposed FY2026 budget amendments, including whether the requests represented new expenditures or reallocations within existing funds. Ms. Schmidt explained that, in many cases, project bids exceeded original engineering estimates. Mr. Mills further clarified that only a limited number of items represented new reserve requests, including funding related to a previously purchased crane truck, wastewater true-up costs, and replacement of fleet equipment that had not been reappropriated from the prior fiscal year. Many of the requests reflected balancing or reallocating funds within existing accounts. Commissioners discussed the importance of improving future budget forecasting and engineering estimates and requested clearer identification of new requests versus reallocations in future presentations. Ms. Robustelli noted that mid-year budget amendments are a normal part of the budgeting process and explained that the City Charter requires Commission approval for transfers between departments and capital projects, resulting in a higher level of detail being presented publicly. Additional discussion included clarification of the total costs associated with wastewater and stormwater cleaning and inspection projects and the portions already budgeted versus the additional amounts needed to complete the work.

#### PUBLIC COMMENT

No members of the public came forward.

**Motion: Vice Mayor Robinson moved, Commissioner Marriott seconded, and the motion carried 5-0 to adopt the first reading of Ordinance 2026-12.**

#### 6. ACTION ITEMS

a. ~~Resolution 2026-14: Rescinding an off-premise parking lot conditional use authorized for 3815 Gulf Boulevard, as originally approved under Resolution 2021-11, and authorizing the City Manager to take necessary action to prevent occupancy of the land in violation of the regulations~~ Continued to July 14, 2026.

b. ~~Resolution 2026-16: Rescinding an off-premise parking lot conditional use authorized for 3855, 3859, and 3861 Gulf Boulevard, as originally approved under Resolution 2021-22, and authorizing the City Manager to take necessary action to prevent occupancy of the land in violation of the regulations~~ Continued to July 14, 2026.

#### 7. ITEMS FOR DISCUSSION

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

**Renee Rose, City Clerk** – nothing to report

**Frances Robustelli, City Manager** – She provided an update on the Publix redevelopment project, noting that Publix is in the final stages of preparing a concept site plan for the St. Pete Beach location. The plan will be presented at a future community meeting to gather public input and address questions, after which Publix anticipates submitting a CUP application in the near future. Additional updates and public engagement opportunities will be shared as the project progresses.

**City Attorney Berryman** – nothing to report

**Commissioner Maldonado** – He reported his next community meeting is May 18 at 6pm at the Warren Webster. Mayor Tate will also be attending.

**Commissioner Causey** – He asked for noticing details regarding the Community Meeting scheduled for June 3. City Clerk Rose said the meeting was noticed on the city’s website, the community calendar, and on prominent bulletin boards. The Communications Manager will promote it on social media. Ms. Robustelli said it will be an informal forum to discuss the recently adopted emergency ordinance and related first reading concerning signs and poles on the beach. It will be June 3 at 6:00pm in Commission Chambers.

**Vice Mayor Robinson** – She reported she is resuming her Library Hours on the first Monday of the month from 5-5:45pm, beginning next month. She is also working with staff to hold a workshop on historic designation during Historic Preservation month.

**Commissioner Marriott** – She shared an update regarding missing lids on Frontier utility boxes in District 1, encouraging Frontier customers to report uncovered boxes so repairs can be completed. She also thanked Public Services for addressing roadway concerns on Coquina Way and reiterated the request for public participation at the June 3 community meeting regarding the beach sign ordinance.

**Mayor Tate** – He reported he will attend the District 4 community meeting on May 18 at the Warren Webster. He shared information regarding a resident-led kickoff meeting at 5:30 p.m. the same evening and location to discuss formation of a community committee related to planning for the nation’s upcoming 250th anniversary celebration, with coordination anticipated between the committee and City staff.

Mayor Tate adjourned the meeting at 6:40pm

MINUTES APPROVED: MAY 12, 2026

RENEE ROSE  
CITY CLERK

SCOTT TATE  
MAYOR

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

**Agenda Report**

**Agenda Title Name:** Resolution No. 2026-18: Supporting the Installation of a Public Art Dolphin Sculpture on Corey Avenue

**Action Request:** Motion to approve Resolution 2026-18.

**Strategic Objective:** Community Prosperity

**Date:** May 26, 2026

**Prepared By:** Renee Rose, City Clerk

**Through:** Frances Robustelli, City Manager

**Summary of Issue:**

The Corey Area Business Association (CABA) has proposed the installation of a six-foot-tall decorative dolphin sculpture at the corner of Corey Avenue and Blind Pass Road near 350 Corey Avenue. The sculpture would become part of the regional Clearwater Dolphin Trail public art initiative, which features artist-designed dolphin sculptures throughout Pinellas County communities. The proposed location is a prominent and highly visible area along Corey Avenue where a large sign was previously located. According to the proposal, the project is intended to create a recognizable destination and community gathering point while enhancing the visual character of the Corey Avenue district.

The estimated project cost is approximately \$5,500. The Corey Area Business Association has already committed \$1,000 toward the project and is seeking additional sponsorships from local businesses and community stakeholders. Sponsors will be recognized on a plaque and included in promotional materials associated with the installation.

The proposed resolution would formally express the City Commission's support for the project, authorize staff coordination related to permitting and placement as applicable, and approve a City contribution of \$2,500 from the Commission budget to assist with

project funding.

**Funding:**

Approval of the proposed resolution authorizes a contribution of \$2,500 from the Commission budget, line item 001.5110.582001 – Donations. Funding is available within the adopted FY2026 budget.

**Attachments:**

1. RS 2026-18 Supporting the installation of a public art dolphin sculpture on Corey Ave

**RESOLUTION NO. 2026-18**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, SUPPORTING THE INSTALLATION OF A PUBLIC ART DOLPHIN SCULPTURE ON COREY AVENUE; RECOGNIZING THE CULTURAL, ECONOMIC, AND COMMUNITY BENEFITS OF PARTICIPATION IN THE CLEARWATER DOLPHIN TRAIL PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Corey Area Business Association has proposed the installation of a six-foot-tall decorative dolphin sculpture as part of the regional Clearwater Dolphin Trail public art program; and

**WHEREAS**, the proposed sculpture is intended to be located near the corner of Corey Avenue and Blind Pass Road, adjacent to 350 Corey Avenue, in a highly visible location that serves as a gateway to the Corey Avenue district; and

**WHEREAS**, the Clearwater Dolphin Trail is a regional public art initiative featuring artist-designed dolphin sculptures displayed throughout Pinellas County communities, intended to promote tourism, community identity, and public engagement; and

**WHEREAS**, participation in the Dolphin Trail program may enhance the visibility of the Corey Avenue district as a cultural and visitor destination while supporting local businesses and community activity; and

**WHEREAS**, the Corey Area Business Association has committed funding support toward the project and anticipates additional sponsorship participation from local businesses and community stakeholders; and

**WHEREAS**, the City Commission finds that supporting public art installations and placemaking initiatives advances community vibrancy, tourism, economic development, and neighborhood identity within the City of St. Pete Beach; and

**WHEREAS**, the City Commission desires to provide financial support for the project in the amount of Two Thousand Five Hundred Dollars (\$2,500), to be funded from the Commission budget.

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

Section 1. The City Commission hereby expresses its support for the proposed installation of a dolphin sculpture on Corey Avenue as part of the Clearwater Dolphin Trail program.

Section 2. The City Commission hereby approves a contribution in the amount of Two Thousand Five Hundred Dollars (\$2,500) toward the installation of the dolphin sculpture, funded from Commission budget.

Section 3. City staff are authorized to coordinate with the Corey Area Business Association and applicable stakeholders regarding permitting, placement, and any required approvals associated with the proposed installation.

Section 4. This Resolution shall become 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 Agreement No. 26PLN47 with the Florida Department of Environmental Protection in the amount of \$300,000 for the City of St. Pete Beach Vulnerability Assessment and Adaptation Plan Update.

**Action Request:** Motion to authorize the City Manager to execute Agreement No. 26PLN47 with the Florida Department of Environmental Protection in the amount of \$300,000 for the City of St. Pete Beach Vulnerability Assessment and Adaptation Plan Update.

**Strategic Objective:** Recovery, Resiliency, and Sustainability

**Date:** May 26, 2026

**Prepared By:** Camden Mills, Public Services Director

**Through:** Frances Robustelli, City Manager

**Summary of Issue:** The City of St. Pete Beach has been awarded Agreement No. 26PLN47 in the amount of \$300,000 through the Resilient Florida Program to complete an update to the City's Vulnerability Assessment and Adaptation Plan. No local match is required.

This project will develop a comprehensive Vulnerability Assessment in accordance with Section 380.093, Florida Statutes, incorporating updated flood risk modeling, critical asset analysis, and evaluation of potential impacts from sea level rise, storm surge, and rainfall-induced flooding. The project will also include robust public outreach and stakeholder engagement to inform the development of a final Adaptation Plan.

The Adaptation Plan will identify and prioritize strategies and projects to improve the City's resilience to flooding and climate-related impacts, including evaluation of nature-based solutions and updates to the City's Comprehensive Plan to meet Peril of Flood requirements.

Execution of this agreement will allow the City to build upon prior planning efforts, maintain compliance with State requirements, and position the City for future resilience funding opportunities.

**Funding:**

This is a reimbursable grant in the amount of \$300,000 beginning in FY27. No local match is required. Project costs will be reimbursed in accordance with the agreement.

**Attachments:**

1. 26PLN47-City of St. Pete Beach Update to Vulnerability Assessment and Adaptation Plan-For Execution

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

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

1. Project Title (Project): \_\_\_\_\_ Agreement Number: \_\_\_\_\_

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

Grantee Name: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Grantee Address: \_\_\_\_\_ FEID: \_\_\_\_\_  
(Grantee)

3. Agreement Begin Date: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

4. Project Number: \_\_\_\_\_ Project Location(s): \_\_\_\_\_  
(If different from Agreement Number)

Project Description: \_\_\_\_\_

| 5. Total Amount of Funding: | Funding Source?   | Award #s or Line-Item Appropriations: | Amount per Source(s): |
|-----------------------------|---|---------------------------------------|-----------------------|
|                             | <input type="checkbox"/> State <input type="checkbox"/> Federal |                                       | \$                    |
|                             | <input type="checkbox"/> State <input type="checkbox"/> Federal |                                       | \$                    |
|                             | <input type="checkbox"/> State <input type="checkbox"/> Federal |                                       | \$                    |
|                             | <input type="checkbox"/> Grantee Match                          |                                       | \$                    |

Total Amount of Funding + Grantee Match, if any: \$

6. Department's Grant Manager Name: \_\_\_\_\_ Grantee's Grant Manager Name: \_\_\_\_\_  
or successor or successor

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

|   |   |
|---|---|
| <input type="checkbox"/> Additional Exhibits (if necessary):  |   |
| 8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |   |
| Federal Award Identification Number(s) (FAIN):  |   |
| Unique Entity Identifier (UEI):   |   |
| Federal Award Date to Department:   |   |
| Federal Award Project Description:  |   |
| Total Federal Funds Obligated by this Agreement:  |   |
| Federal Awarding Agency:  |   |
| Award R&D?  | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |

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

**GRANTEE**

Grantee Name \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed \_\_\_\_\_

Print Name and Title of Person Signing \_\_\_\_\_

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed \_\_\_\_\_

Print Name and Title of Person Signing \_\_\_\_\_

Additional signatures attached on separate page.

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ORCP Additional Signatures

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\_\_\_\_\_  
DEP Grant Manager,

\_\_\_\_\_  
DEP QC Reviewer,

---

Grantee may add additional signatures below, if needed.

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

**Attachment 1**

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

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

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

#### **6. Acceptance of Deliverables.**

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

#### **7. Financial Consequences for Nonperformance.**

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

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

**8. Payment.**

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

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

**Attachment 1**

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

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

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

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

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

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

**Attachment 1**

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

#### **10. Status Reports.**

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

#### **11. Retainage.**

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

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

### **Attachment 1**

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

## **12. Insurance.**

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

## **13. Termination.**

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

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

**14. Notice of Default.**

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

**15. Events of Default.**

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

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

**16. Suspension of Work.**

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

**17. Force Majeure.**

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

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

#### **18. Indemnification.**

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

#### **19. Limitation of Liability.**

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

#### **20. Remedies.**

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

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

**21. Waiver.**

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

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

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

**23. Compliance with Federal, State and Local Laws.**

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

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

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

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

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

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

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

**25. Investing in America**

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

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

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

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

## **26. Scrutinized Companies.**

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

## **27. Lobbying and Integrity.**

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

## **28. Record Keeping.**

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

## **29. Audits.**

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

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

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

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

**32. Subcontracting/Subawards.**

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

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

**33. Guarantee of Parent Company.**

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

**34. Survival.**

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

**35. Third Parties.**

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

**36. Severability.**

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

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

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

**38. Assignment.**

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

**39. Compensation Report.**

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

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

**40. Disclosure of Gifts from Foreign Sources.**

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

**41. Food Commodities.**

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

**42. Anti-human Trafficking.**

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

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**Attachment 1**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 26PLN47**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of St. Pete Beach Update to Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u>                | <u>Match</u>             | <u>Category</u>                                     |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/> | Salaries/Wages                                      |
|                                     |                          | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/>            | <input type="checkbox"/> | a. Fringe Benefits, N/A.                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | b. Indirect Costs, N/A.                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual/Subaward (Subcontractors/Subrecipients) |
| <input type="checkbox"/>            | <input type="checkbox"/> | Travel, in accordance with Section 112, F.S.        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Equipment   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Rental/Lease of Equipment                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Miscellaneous/Other Expenses                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Land Acquisition                                    |

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

|                   |  |
|-------------------|--|
| \$200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| \$200,000/300,000 | Hired and Non-owned Automobile Liability Coverage              |
- c. **Workers' Compensation and Employer's Liability Coverage.**  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting/Subawards.**

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 26PLN47**

**ATTACHMENT 3**

**PROJECT TITLE:** City of St. Pete Beach Update to Vulnerability Assessment and Adaptation Plan.

**PROJECT LOCATION:** The Project is located in the City of St. Pete Beach within Pinellas County, Florida.

**PROJECT DESCRIPTION:**

The City of St. Pete Beach (Grantee) will complete the City of St. Pete Beach Update to Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will include public outreach and stakeholder engagement and develop an adaptation plan.

**TASKS AND DELIVERABLES:**

**Task 1: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections, if applicable: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
  - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

**Deliverables:** The Grantee will provide the following:

- A technical report to confirm selected scenarios and standards, as required by 380.093(3)(d)3, F.S., including, as applicable, utilized sea level data;

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
  - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards: formatted using the Critical Assets Basic Attributes Schema (Table 3), and classified using the Critical Assets Groups and Types (Table 4).
  - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

### **Task 2: Exposure and Sensitivity Analyses**

**Description:** The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
  - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
  - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards: VA Results Attribute Schema (Table 5) and including the appropriate metadata describing the fields or attribution of the analyses results.

### **Task 3: Identify Focus Areas**

**Description:** The Grantee will identify focus areas based on the results of Task 2, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. The Grantee may also assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards, and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **3.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **3.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;

- **3.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **3.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

#### **Task 4: Final Vulnerability Assessment Report**

**Description:** The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

**Deliverables:** The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
  - Findings of the gap analysis;
  - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
  - Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
  - A summary of assigned focus areas, if applicable.
- A signed VA Compliance Checklist Certification (Exhibit I).

#### **Task 5: Draft Adaptation Needs and Strategies**

**Description:** The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

**Deliverables:** The Grantee will provide the following:

- A draft AP.

#### **Task 6: Community Prioritization of Adaptation Needs**

**Description:** The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

### **Task 7: Final Adaptation Plan**

**Description:** The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

**Deliverables:** The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

### **Task 8: Public Outreach Meetings and Stakeholder Engagement**

**Description:** The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**

The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Presentation of the Final AP**

The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **8.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **8.2 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

### **Task 9: Feasibility Studies and Permitting of Nature-Based Solutions**

**Description:** The Grantee will conduct Feasibility Studies for Nature-Based Solutions (e.g., restoration, revegetation, restoration, and living shorelines). These studies will evaluate the effectiveness of Nature-Based Solutions in reducing the impact of flooding and sea level rise, as well as costs and benefits of implementing such solutions. The Grantee will also estimate the permitting costs associated with these projects, considering environmental permits, easement acquisition (if relevant), and approvals. This task covers pre-construction activities in support of permitting nature-based solutions.

**Deliverables:** The Grantee will provide the following:

- A Feasibility Study including:
  - Evaluation of nature-based solution alternatives,
  - Permitting cost estimates for nature-based solutions, and
  - Documentation of pre-construction activities.

### **Task 10: Peril of Flood Compliance**

**Description:** The Project will update the Grantee’s comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department’s Grant Manager will provide the deliverable to the Department of Commerce for preliminary review. The Department of Commerce will have ten (10) working days to review and provide any comment(s) to the Department’s Grant Manager, if so desired, but is not required. The intent of any Department of Commerce review at this stage is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

**Deliverables:** The Grantee will provide the draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

- Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
- Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
- Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
- A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60; and
- A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.
- Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the “Public Outreach Meetings and Stakeholder Engagement” and “Peril of Flood Compliance” tasks, if included. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be

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completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

The Department’s Grant Manager will provide the deliverable to the Florida Department of Commerce for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. The Department of Commerce will have ten (10) working days to review and provide its comment(s) to the Department’s Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, F.S.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable’s payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee’s contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

| <b>Task No.</b> | <b>Task Title</b>  | <b>Budget Category</b> | <b>DEP Amount</b> | <b>Match Amount</b> | <b>Total Amount</b> | <b>Task Start Date</b> | <b>Task Due Date</b> |
|-----------------|--|------------------------|-------------------|---------------------|---------------------|------------------------|----------------------|
| 1               | Acquire Background Data                                      | Contractual Services   | \$55,000          | \$0                 | \$55,000            | 7/1/2025               | 6/30/2027            |
| 2               | Exposure and Sensitivity Analyses                            | Contractual Services   | \$30,000          | \$0                 | \$30,000            | 7/1/2025               | 9/30/2027            |
| 3               | Identify Focus Areas   | Contractual Services   | \$10,000          | \$0                 | \$10,000            | 7/1/2025               | 10/31/2027           |
| 4               | Final Vulnerability Assessment Report                        | Contractual Services   | \$20,000          | \$0                 | \$20,000            | 7/1/2025               | 11/30/2027           |
|                 |  |                        |                   |                     |                     |                        |                      |
| 5               | Draft Adaptation Needs and Strategies                        | Contractual Services   | \$45,000          | \$0                 | \$45,000            | 7/1/2025               | 1/30/2028            |
| 6               | Community Prioritization of Adaptation Needs                 | Contractual Services   | \$30,000          | \$0                 | \$30,000            | 7/1/2025               | 2/29/2028            |
| 7               | Final Adaptation Plan  | Contractual Services   | \$60,000          | \$0                 | \$60,000            | 7/1/2025               | 3/31/2028            |
| 8               | Public Outreach Meetings and Stakeholder Engagement          | Contractual Services   | \$20,000          | \$0                 | \$20,000            | 7/1/2025               | 3/31/2028            |
| 9               | Feasibility Studies and Permitting of Nature-Based Solutions | Contractual Services   | \$30,000          | \$0                 | \$30,000            | 7/1/2025               | 3/31/2028            |
| 10              | Peril of Flood Compliance                                    | No-Cost Deliverable    | \$0               | \$0                 | \$0                 | 7/1/2025               | 3/31/2028            |
| <b>Total:</b>   |  |                        | <b>\$300,000</b>  | <b>\$0</b>          | <b>\$300,000</b>    |                        |                      |

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5**

1 of 6

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| <b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b> |                |             |            |                |                              |
|--|----------------|-------------|------------|----------------|------------------------------|
| <b>Federal Program A</b>   | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
|  |                |             |            | \$             |                              |
|  |                |             |            |                |                              |
|  |                |             |            |                |                              |
| <b>Federal Program B</b>   | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
|  |                |             |            | \$             |                              |
|  |                |             |            |                |                              |
|  |                |             |            |                |                              |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

|                          |  |  |
|--------------------------|--|--|
| <b>Federal Program A</b> | First Compliance requirement: i.e.: (what services of purposes resources must be used for)     |  |
|                          | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) |  |
|                          | Etc.   |  |
|                          | Etc.   |  |
| <b>Federal Program B</b> | First Compliance requirement: i.e.: (what services of purposes resources must be used for)     |  |
|                          | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) |  |
|                          | Etc.   |  |
|                          | Etc.   |  |

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: |                |      |            |                |                              |
|---|----------------|------|------------|----------------|------------------------------|
| Federal Program A   | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|   |                |      |            |                |                              |
| Federal Program B   | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|   |                |      |            |                |                              |

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |  |                                |             |  |                |                              |
|---|--|--------------------------------|-------------|--|----------------|------------------------------|
| State Program A   | State Awarding Agency                          | State Fiscal Year <sup>1</sup> | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement  | Florida Department of Environmental Protection | FY 25.26                       | 37.098      | Resilient Florida Programs               | \$300,000.00   | 140078                       |
| State Program B   | State Awarding Agency                          | State Fiscal Year <sup>2</sup> | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
|   |  |                                |             |  |                |                              |

|             |              |  |
|-------------|--------------|--|
| Total Award | \$300,000.00 |  |
|-------------|--------------|--|

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.
3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.
4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement's Date of Expiration.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>, and raw data sources shall be defined within the associated metadata.
10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### **Implementation Grants**

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

**Grants Funded with American Rescue Plan Act (ARPA) Funds**

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department’s website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 26PLN47**

**CITY OF ST. PETE BEACH UPDATE TO VULNERABILITY ASSESSMENT AND ADAPTATION PLAN**

**City of St. Pete Beach**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 26PLN47

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

- 1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/video/audio/artwork/recording file name(s): \_\_\_\_\_

Location of photo/video/audio recording/artwork: \_\_\_\_\_

Name of person accepting Work submission \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Grantee: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

*Note: A separate Exhibit H is required for each of the Grantee's contractor(s).*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

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By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT I  
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

\_\_\_\_\_ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

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

**Agenda Report**

**Agenda Title Name:** Authorize the City Manager to execute the Eighth Addendum and Renewal with the Pinellas Transit Suncoast Authority for the Suncoast Beach Trolley Agreement for Fiscal Year 2026 transit service for \$308,279.51.

**Action Request:** Motion to authorize the City Manager to execute the Eighth Addendum and Renewal to the Suncoast Beach Trolley Agreement for Fiscal Year 2026 transit service for \$308,279.51.

**Strategic Objective:** Economic Development and Smart Growth

**Date:** May 26, 2026

**Prepared By:** Adam Poirrier, Assistant City Manager

**Through:** Frances Robustelli, City Manager

**Summary of Issue:** The proposed Eighth Addendum and Renewal to the Suncoast Beach Trolley Agreement between the City of St. Pete Beach and the Pinellas Suncoast Transit Authority (PSTA) renews the existing agreement for an additional one-year term beginning October 1, 2025, through September 30, 2026. The agreement continues fixed route transit services including the Suncoast Beach Trolley (SBT), Route 90 commuter service, and Access Paratransit services for City residents. The renewal maintains the existing service partnership while updating the annual operating costs and service rates for Fiscal Year 2026.

Under the renewal, the City's total annual contribution for transit services will be \$308,279.51, which includes trolley operations, commuter service, and paratransit transportation services. The updated hourly service rate of \$61.79 reflects a 3% increase over the previous fiscal year. The agreement also outlines billing procedures, payment terms, and provisions allowing for adjustments or refunds in the event PSTA reduces or eliminates services during the contract term. Approval of this addendum will ensure the continued availability of

public transit and mobility services for residents and visitors within the City.

The Eight Addendum was not provided to the city until late February but covers a term during this current FY. A budget amendment was necessary prior to approving this contract due to the figures not provided by PSTA during the city's previous budget development process. PSTA has committed to providing future figures earlier in the budget process moving forward to allow proper time for development and approval.

**Funding:** Transportation - Bus Service Support

**Attachments:** 1. Addendum 8 SPB Suncoast Trolley

**EIGHTH ADDENDUM AND RENEWAL TO  
SUNCOAST BEACH TROLLEY AGREEMENT  
CITY OF ST. PETE BEACH**

THIS EIGHTH ADDENDUM AND RENEWAL TO SUNCOAST BEACH TROLLEY AGREEMENT (“Eighth Addendum”) is made and entered into effective October 1, 2025 (“Effective Date”), to modify, amend, and renew that certain Suncoast Beach Trolley Agreement entered into by and between the **PINELLAS SUNCOAST TRANSIT AUTHORITY**, an independent special district of the State of Florida (“PSTA”), and the **CITY OF ST. PETE BEACH**, a Florida municipal corporation (the “City”) (collectively, the “Parties”), on October 1, 2019 for trolley services along the Suncoast Beach Trolley (“SBT”) route, the Central Avenue Trolley (“CAT”) route, and Route 90 Commuter Service as amended and supplemented by that certain First Addendum (“First Addendum”), that certain Second Addendum (“Second Addendum”), that certain Third Addendum (“Third Addendum”), that certain Fourth Addendum (“Fourth Addendum”), that certain Fifth Addendum (“Fifth Addendum”), that certain Sixth Addendum (“Sixth Addendum”), and that certain Seventh Addendum (“Seventh Addendum”) (collectively, the “Agreement”).

**RECITALS**

**WHEREAS**, unless otherwise defined herein, all capitalized terms used in this Eighth Addendum shall have the meaning as defined in the Agreement; and

**WHEREAS**, the Parties desire to renew the Agreement and continue the Fixed Route Services through September 30, 2026.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Acknowledged.** The above recitals are true and correct and are incorporated in this Eighth Addendum by reference.
2. **Renewal.** The Parties hereby renew the Agreement for an additional term commencing on the Effective Date and expiring on September 30, 2026 (the “Seventh Renewal Term”) on the same terms and conditions except as specifically modified by the First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum, Sixth Addendum, Seventh Addendum, and this Eighth Addendum.
3. **Cost, Billing and Payments.** Section 2 of the Agreement is amended to read as follows:

The City shall pay PSTA for the Fixed Route Services by billable hours of service in the City as follows:

| <b>Summary FY26<br/>Rate/Rev Hr</b> |                          | <b>\$61.79</b>      |
|-------------------------------------|--------------------------|---------------------|
| <b>Service</b>                      | <b>Revenue<br/>Hours</b> | <b>Cost</b>         |
| SBT                                 | 2,929.0                  | \$180,982.91        |
| Route 90                            | 1,225.0                  | \$75,692.75         |
| Paratransit                         | 1,723<br>Trips           | \$51,603.85         |
| <b>TOTAL</b>                        |                          | <b>\$308,279.51</b> |

- a. The Parties agree that PSTA’s billable hourly rate shall be sixty-one and 79/100 dollars (\$61.79). The FY26 hourly rate reflects a three percent (3%) escalation over the prior fiscal year rate.
  - b. *Access Paratransit Services.* The City shall pay the actual annual costs of any and all PSTA Access paratransit and mobility on demand services provided to residents of the City based on PSTA’s current contracted rate for paratransit services net fares. This rate shall be computed each year based on the actual expenses of the prior year. The paratransit trip total reflects trips taken by City of St. Pete Beach residents. For this Seventh Renewal Term, the paratransit services payment shall be Fifty-One Thousand Six-Hundred Three and 85/100 Dollars (\$51,603.85).
  - c. The total annual amount of all payments due to PSTA under this Agreement, excluding any additional shuttle services requested by the City pursuant to Section 1(a) of the Agreement, shall be Three Hundred Eight Thousand Two Hundred Seventy-Nine and 51/100 Dollars (\$308,279.51). PSTA shall invoice the City in monthly installments on the 1st of each month. All invoices shall be paid in accordance with the Local Government Prompt Payment Act, Section 218.72, et seq., Florida Statutes.
  - d. PSTA may reduce the amount of Fixed Route Services service hours indicated in the table in this section of the Agreement or eliminate the Fixed Route Services entirely. If PSTA reduces or eliminates the Fixed Route Services, the City shall be entitled to a refund for any services it has paid for but will not be provided. PSTA will provide the City with a revised rate chart reflecting the new service hours and monthly installment. Within thirty (30) days of instituting a reduction or elimination of service hours, PSTA shall pay the City any refund due pursuant to this section.
4. **Conflicts.** All other provisions of the Agreement, as amended, not specifically amended by this Eighth Addendum shall remain in full force and effect. To the extent that this Eighth Addendum directly conflicts with the Agreement, as amended, the provisions of this Eighth Addendum shall govern.

5. **Signatures and Counterparts.** This Eighth Addendum may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Eighth Addendum and shall be treated in all respects as an original handwritten signature. This Eighth Addendum may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.
6. **Miscellaneous.** The Parties agree that a certification under Section 908.111, Florida Statutes, is not required for this service as PSTA is not a common carrier as defined in Section 908.111(1)(a) and this is not a contract under Section 908.111(1)(b), Florida Statutes.

WHEREFORE, the Parties have executed this Eighth Addendum as of the Effective Date.

PSTA:

THE CITY:

\_\_\_\_\_  
Brad Miller, CEO

\_\_\_\_\_  
Frances Robustelli, City Manager

Attest:

Attest:

\_\_\_\_\_  
Rachael Cappolla, Executive

\_\_\_\_\_  
Renee Rose, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Jennifer R. Cowan, General Counsel

\_\_\_\_\_  
Ralf Brookes, Esq. City Attorney

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

**Agenda Report**

**Agenda Title Name:** Approve Fiscal Year 2026 Fleet purchases for Building, Code Enforcement, Fire, Public Services, and Resident Services in the amount of \$1,281,491.46 and reimbursement in the amount of \$700,000.00

**Action Request:** Move to approve Fiscal Year 2026 Fleet purchases in the amount of \$1,281,491.46 and authorize the City Manager to execute the associated purchase and lease agreements.

**Strategic Objective:** Operational Excellence

**Date:** May 26, 2026

**Prepared By:** Camden Mills, Public Services Director

**Through:** Frances Robustelli, City Manager

**Summary of Issue:** The Fiscal Year 2026 fleet purchases include new and replacement vehicles for the Building, Code Enforcement, Fire Rescue, Public Services, Resident Services, and Wastewater divisions. The purchases are necessary to support departmental operations, improve reliability, reduce maintenance costs, and maintain service levels throughout the City. Several existing vehicles and equipment units have exceeded their useful life, experienced increasing repair costs, or are no longer operationally reliable in the City's coastal environment.

**Building Fund – \$167,800.00**

The Building Division vehicles are new additions intended to support expanded operational and inspection needs, including the Building Official, Deputy Building Official, Building Inspectors, and Intern positions.

(1) Ford Ranger – \$35,980.00

(1) Ford Ranger, 4x4 – \$39,230.00

(1) Ford F-150 – \$44,395.00

(1) Ford F-150, 4x4 – \$48,195.00

**Fleet Fund – \$1,033,093.82**

The Fleet Fund purchases include replacement vehicles for Fire Rescue, Resident Services, and Code Enforcement, along with an additional utility vehicle and jet-vac truck for Public Services operations.

(1) Ford Transit Van – \$67,598.41 (Resident Services)

(1) Ford F-550 Rescue Vehicle – \$350,000.00 (Fire Rescue)

(1) Ford Rescue Vehicle – \$350,000.00 (Fire Rescue)

(1) Ford Maverick – \$29,105.00 (Code Enforcement)

(1) Polaris 4x4 – \$21,962.12 (Code Enforcement)

(4) Polaris 4x4 – \$87,848.50 (Public Services)

(1) Jet-Vac Truck – \$126,579.59 (Public Services)

The Fire Rescue vehicle replacements are budgeted at \$350,000 per unit, which includes the base vehicle, emergency response equipment, communications systems, safety components, and required outfitting necessary to place the units into operational service. These costs are reimbursable through the ALS First Responder Agreement for Emergency Medical Services.

The Recreation Center Transit Van is replacing a 2017 GMC Savana that has exceeded its useful life and has become increasingly unreliable and costly to maintain. Replacement of the vehicle will improve operational reliability for recreation programming, transportation services, and community events.

The Polaris utility vehicles will replace aging John Deere Gators and provide additional operational support for Public Services field operations. Existing units have experienced increased maintenance costs and reduced reliability due to corrosion and wear associated with the coastal saltwater environment. Replacement units are better suited for the City's operational conditions and will improve reliability and efficiency.

The additional Vac-Truck will improve the City's ability

to perform proactive stormwater system maintenance, reduce emergency response needs, and improve operational redundancy during storm events and equipment downtime. The equipment will also enhance the City's ability to maintain drainage infrastructure and respond more efficiently during heavy rainfall events. The equipment will be financed through a five-year lease-purchase agreement.

**Wastewater Fund – \$80,597.64**

(1) Camera Van – \$80,597.64

The Wastewater Camera Van will replace an outdated 2019 Ford Transit Connect and provide upgraded inspection equipment necessary for underground wastewater system inspections and preventative maintenance activities. The replacement will improve the City's ability to proactively identify infrastructure deficiencies, reduce emergency repairs, and support long-term asset management efforts. The equipment will be financed through a five-year lease-purchase agreement.

**Funding:**

The proposed purchases are within budgeted funds.

**Building Fund**

\$195,000.00 Budgeted

(101.5240.564000 - Building Services)

**Fleet Fund**

\$1,098,000.00 Budgeted

(302.5390.564901 - Vehicles and Equipment Purchase)

**Wastewater Fund**

\$80,597.64 Budgeted

(401.5350.546000 – R&M Equipment)

**Attachments:**

1. Fleet Purchases List
2. ALSFR Rescue Fundng
3. Ford Ranger (Building)
4. Ford Ranger 4wd (Building)
5. Ford F150 (Building)
6. Ford F150 4wd (Building)
7. Ford Transit Van Replacement (Resident Services)
8. Ford Rescue Replacement 1 (Fire)
9. Ford Rescue Replacement 2 (Fire)
10. Ford Maverick (Code)

11. Polaris (Code, Public Services)
12. Jet-Vac Truck (Public Services)
13. Camera Van (Wastewater)

### Fleet Purchases List

| <b>Fiscal Year 2026 Purchase</b>      | <b>Department</b> | <b>Replacement for</b>     |
|---------------------------------------|-------------------|----------------------------|
| 2026 Ford Ranger                      | Building          | N/A – new addition         |
| 2026 Ford Ranger, 4x4                 | Building          | N/A – new addition         |
| 2026 Ford F-150                       | Building          | N/A – new addition         |
| 2026 Ford F-150, 4x4                  | Building          | N/A – new addition         |
| 2026 Ford Transit Passenger Van XLT   | Resident Services | 2017 GMA Savana            |
| 2023 Ford F-550                       | Fire              | 2020 Ford F-550            |
| 2023 Ford Rescue                      | Fire              | 2017 Ford Rescue           |
| 2026 Ford Maverick                    | Code Enforcement  | 2018 Ford Escape           |
| 2025 Polaris, 4x4                     | Code Enforcement  | 2016 John Deere Gator      |
| 2025 Polaris, 4x4                     | Public Services   | N/A – new addition         |
| (3) 2025 Polaris, 4x4                 | Public Services   | (3) 2020 John Deere Gators |
| 2026 Freightliner Jet-Vac Truck*      | Public Services   | N/A – new addition         |
| 2026 EnviroSight Rovver X Camera Van* | Wastewater        | 2019 Ford Transit Connect  |

*\*Vehicles are 5-year lease-purchase financing type.*

**(c) Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.** Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority’s annual budget and capped therein. **The amounts for FY24-25 are rescue units (\$350,000),** medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority

Emergency Medical Services  
ALS First Responder  
Agreement  
Page 45

**Appendix A**  
**ALS First Responder Profile**

|                                    |   |
|------------------------------------|---|
| <b>Contractor</b>                  | St. Pete Beach  |
| <b>EMS District(s)</b>             | St. Pete Beach EMS District   |
| <b>Authority Funded Units</b>      | Medic 22<br>Rescue 23   |
| <b>Contractor Funded Units</b>     | Squad 22 and Truck 23   |
| <b>EMS Coordination</b>            | EMS Coordinator – 1 FTE (St. Pete Beach 200)<br>Rescue Lieutenant – 1 Position (24/7)<br>Rescue Lieutenant 23   |
| <b>FY24-25 Annual Compensation</b> | \$3,312,030 which includes \$391,490 for 50% Mid-Year funding for Rescue Lieutenant 23.<br><br>Subsequent years per submitted budget including 100% funding for Rescue Lieutenant 23. |

|                          |  |
|--------------------------|--|
| <b>Projected Capital</b> | FY24-25 St. Pete Beach 200, <b>Rescue 22</b> ,<br>Rescue Lieutenant 23<br><b>FY25-26 Rescue 23</b><br>FY26-27 None<br>FY27-28 None<br>FY28-29 None |
|--------------------------|--|





Preview Order 7762 - R4B - Ranger 4x2 Crw Cab XL: Order Summary Time of Preview: 05/11/2026 14:25:55 Receipt: 5/11/2026

Dealership Name: Walker Ford Company, Inc.

Sales Code : F24202

|               |                 |               |        |              |          |             |      |
|---------------|-----------------|---------------|--------|--------------|----------|-------------|------|
| Dealer Rep.   | Richard VanPeer | Type          | Retail | Vehicle Line | RangerNA | Order Code  | 7762 |
| Customer Name | X XXXXX         | Priority Code | 19     | Model Year   | 2026     | Price Level | 630  |

| DESCRIPTION                 | MSRP    | DESCRIPTION                 | MSRP         |
|-----------------------------|---------|-----------------------------|--------------|
| R4B0 RANGER 4X2 CRW CAB XL  | \$33550 | JOB #2 ORDER                | \$0          |
| .128.7 INCH WHEELBASE       | \$0     | STX APPEARANCE PACKAGE      | \$0          |
| OXFORD WHITE                | \$0     | .FOG LAMPS                  | \$0          |
| CLOTH SEATS                 | \$0     | FRONT LICENSE PLATE BRACKET | \$0          |
| EBONY INTERIOR TRIM         | \$0     | TRAILER TOW PACKAGE         | \$535        |
| EQUIPMENT GROUP 100A        | \$0     | CV LOT MANAGEMENT           | \$0          |
| .XL SERIES                  | \$0     | FUEL CHARGE                 | \$0          |
| .2.3L ECOBOOST ENGINE       | \$0     | PRICED DORA                 | \$0          |
| .10-SPEED AUTO TRANSMISSION | \$0     | DESTINATION & DELIVERY      | \$1895       |
| 255/70 R17 A/T TIRE         | \$0     |                             |              |
| TOTAL BASE AND OPTIONS      |         |                             | MSRP \$35980 |
| DISCOUNTS                   |         |                             | NA           |
| TOTAL                       |         |                             | \$35980      |

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

*This order has not been submitted to the order bank.*

*This is not an invoice.*



1

17556 U.S. HIGHWAY 19 NORTH  
CLEARWATER, FLORIDA 33764  
PHONE (727) 535-3673  
FAX (727) 535-3971



Commercial  
Vehicle Center

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**RETAIL BUYERS ORDER**

| DATE      | STOCK# | YEAR | MAKE | MODEL  | BODY TYPE | COLOR | MILEAGE | VIN NUMBER |
|-----------|--------|------|------|--------|-----------|-------|---------|------------|
| 5/11/2026 | TBD    | 2026 | FORD | RANGER | 4X4       | WHITE |         | R4P        |

**DRIVER'S LICENSE NUMBER**

PURCHASER CITY OF ST PETE BEACH  
 PURCHASER \_\_\_\_\_ DOB \_\_\_\_\_  
 E-MAIL MWEAVER@STPETEBEACH.ORG  
 ADDRESS: 155 COREY AVE CITY: ST. PETE BEACH ST: FLORIDA ZIP: 33706  
 PHONE \_\_\_\_\_ BUS. 727-459-7323 SALESPERSON Richard Van Peer

| TRADE 1   |       | LIEN INFORMATION |                            | DESCRIPTION                     |              |
|-----------|-------|------------------|----------------------------|---------------------------------|--------------|
| STOCK NO. | _____ | LIEN TO          | _____                      | FACTORY SUGGESTED RETAIL        | \$ 39,230.00 |
| YEAR      | _____ | ADDRESS          | _____                      | DEALER DISCOUNT                 | \$           |
| MAKE      | _____ | CITY             | _____                      | PURCHASE PRICE                  | \$ 36,775.00 |
| MODEL     | _____ | STATE            | _____ ZIP _____            |                                 | \$ -         |
| BODY TYPE | _____ | PHONE:           | _____                      |                                 | \$ -         |
| COLOR     | _____ | ACCT #           | _____                      |                                 | \$ -         |
| MILEAGE   | _____ | AMOUNT \$        | - PD _____                 | ELECTRONIC FILING FEE           | \$ 99.00     |
| VIN #     | _____ | UNTIL            | BY <u>Richard Van Peer</u> | TOTAL INCLUDING ADDED EQUIPMENT | \$ 36,874.00 |

| TRADE 2   |       | LIEN INFORMATION |                            | DESCRIPTION  |              |
|-----------|-------|------------------|----------------------------|--|--------------|
| STOCK NO. | _____ | LIEN TO          | _____                      | LESS TRADE ALLOWANCE   | \$ -         |
| YEAR      | _____ | ADDRESS          | _____                      | TRADE DIFFERENCE   | \$ 36,874.00 |
| MAKE      | _____ | CITY             | _____                      | WASTE TIRE & LEAD-ACID FEE   | \$ 6.50      |
| MODEL     | _____ | STATE            | _____ ZIP _____            | <i>This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and the documents related to this sale. Also included are portions of regulated services ie Safeguards Rule, Privacy Act, OFAC, and any items monitored for compliance.</i> |              |
| BODY TYPE | _____ | PHONE:           | _____                      | PRE-DELIVERY SERVICE FEE   | \$ 995.00    |
| COLOR     | _____ | ACCT #           | _____                      | TAXABLE PRICE  | \$ 37,875.50 |
| MILEAGE   | _____ | AMOUNT \$        | - PD _____                 | FLORIDA SALES TAX  | \$ -         |
| VIN #     | _____ | UNTIL            | BY <u>Richard Van Peer</u> | PINELLAS COUNTY SURTAX   | \$ -         |

NEW VEHICLE - The following applies to this NEW Vehicle transaction (including NEW demonstrator vehicles) Important Notice - READ CAREFULLY BEFORE SIGNING AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty for fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages.

|                                  |              |
|----------------------------------|--------------|
| TOTAL                            | \$ 37,875.50 |
| TITLE & REGISTRATION FEE         | \$ -         |
| WARRANTY TRUST FUND              |              |
| ESP WARRANTY (include sales tax) | \$ -         |
| SUB TOTAL                        | \$ 37,875.50 |
| PLUS TRADE IN BALANCE DUE        | \$ -         |
| TOTAL DUE                        | \$ 37,875.50 |
| REBATE ON DELIVERY               | \$ 1,000.00  |
| DEPOSIT                          | \$ -         |
| CASH ON DELIVERY                 | \$ -         |
| UNPAID BALANCE                   | \$ 36,875.50 |

**INSURANCE INFORMATION**  
 INSURANCE CO. \_\_\_\_\_  
 POLICY NO. \_\_\_\_\_  
 AGENT: \_\_\_\_\_ PHONE: \_\_\_\_\_

VERIFIED: \_\_\_\_\_ TIME \_\_\_\_\_ DATE 5/11/2026  
 This Commercial Buyers Order is not binding upon Walker Ford Company, Inc. until this Commercial Buyers Order is accepted and signed by a manager of Walker Ford Company, Inc. and the Purchaser.

| Receipt # | Amount | Date | Initials | Mgr. |
|-----------|--------|------|----------|------|
|           |        |      |          |      |
|           |        |      |          |      |

REMARKS No Tax or Tag

PURCHASER \_\_\_\_\_ PURCHASER \_\_\_\_\_

WALKER FORD COMPANY, INC.

Accepted by: Don Dithmer JR. Date: 5/11/2026  
Commercial/Fleet Sales Manager



1

Preview Order 7763 - R4P - Ranger 4x4 Crw Cab XL: Order Summary Time of Preview: 05/11/2026 14:27:48 Receipt: 5/11/2026

Dealership Name: Walker Ford Company, Inc.

Sales Code : F24202

|               |                 |               |        |              |          |             |      |
|---------------|-----------------|---------------|--------|--------------|----------|-------------|------|
| Dealer Rep.   | Richard VanPeer | Type          | Retail | Vehicle Line | RangerNA | Order Code  | 7763 |
| Customer Name | X XXXXX         | Priority Code | 19     | Model Year   | 2026     | Price Level | 630  |

| DESCRIPTION                 | MSRP    | DESCRIPTION               | MSRP         |
|-----------------------------|---------|---------------------------|--------------|
| R4P0 RANGER 4X4 CRW CAB XL  | \$37050 | JOB #2 ORDER              | \$0          |
| .128.7 INCH WHEELBASE       | \$0     | 4X4 REGIONAL DISCOUNT PKG | \$0          |
| OXFORD WHITE                | \$0     | STX APPEARANCE PACKAGE    | \$0          |
| CLOTH SEATS                 | \$0     | .FOG LAMPS                | \$0          |
| EBONY INTERIOR TRIM         | \$0     | TRAILER TOW PACKAGE       | \$535        |
| EQUIPMENT GROUP 100A        | \$0     | CV LOT MANAGEMENT         | \$0          |
| .XL SERIES                  | \$0     | FUEL CHARGE               | \$0          |
| .2.3L ECOBOOST ENGINE       | \$0     | PRICED DORA               | \$0          |
| .10-SPEED AUTO TRANSMISSION | \$0     | DESTINATION & DELIVERY    | \$1895       |
| 255/70 R17 A/T TIRE         | \$0     |                           |              |
| TOTAL BASE AND OPTIONS      |         |                           | MSRP \$39480 |
| 4X4 REGIONAL DISCOUNT PKG   |         |                           | \$-250       |
| TOTAL                       |         |                           | \$39230      |

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*



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17556 U.S. HIGHWAY 19 NORTH  
CLEARWATER, FLORIDA 33764  
PHONE (727) 535-3673  
FAX (727) 535-3971

6



Commercial  
Vehicle Center

RETAIL BUYERS ORDER

| DATE      | STOCK# | YEAR | MAKE | MODEL    | BODY TYPE | COLOR | MILEAGE | VIN NUMBER |
|-----------|--------|------|------|----------|-----------|-------|---------|------------|
| 5/11/2026 | TBD    | 2026 | FORD | F150 2WD | SUPER CAB | WHITE |         | X1K        |

DRIVER'S LICENSE NUMBER

PURCHASER CITY OF ST PETE BEACH DOB \_\_\_\_\_  
PURCHASER \_\_\_\_\_ DOB \_\_\_\_\_  
E-MAIL MWEAVER@STPETEBEACH.ORG  
ADDRESS: 155 COREY AVE CITY: ST. PETE BEACH ST: FLORIDA ZIP: 33706  
PHONE \_\_\_\_\_ BUS. 727-459-7323 SALESPERSON Richard Van Peer

| TRADE 1   |       | LIEN INFORMATION |                                  | DESCRIPTION                     |              |
|-----------|-------|------------------|----------------------------------|---------------------------------|--------------|
| STOCK NO. | _____ | LIEN TO          | _____                            | FACTORY SUGGESTED RETAIL        | \$ 44,395.00 |
| YEAR      | _____ | ADDRESS          | _____                            | DEALER DISCOUNT                 | \$ -         |
| MAKE      | _____ | CITY             | _____                            | PURCHASE PRICE                  | \$ 41,245.00 |
| MODEL     | _____ | STATE            | _____ ZIP _____                  |                                 | \$ -         |
| BODY TYPE | _____ | PHONE:           | _____                            |                                 | \$ -         |
| COLOR     | _____ | ACCT #           | _____                            |                                 | \$ -         |
| MILEAGE   | _____ | AMOUNT \$        | - PD _____                       | ELECTRONIC FILING FEE           | \$ 99.00     |
| VIN #     | _____ | UNTIL            | _____ BY <u>Richard Van Peer</u> | TOTAL INCLUDING ADDED EQUIPMENT | \$ 41,344.00 |

| TRADE 2   |       | LIEN INFORMATION |                                  | DESCRIPTION  |              |
|-----------|-------|------------------|----------------------------------|--|--------------|
| STOCK NO. | _____ | LIEN TO          | _____                            | LESS TRADE ALLOWANCE   | \$ -         |
| YEAR      | _____ | ADDRESS          | _____                            | TRADE DIFFERENCE   | \$ 41,344.00 |
| MAKE      | _____ | CITY             | _____                            | WASTE TIRE & LEAD-ACID FEE   | \$ 6.50      |
| MODEL     | _____ | STATE            | _____ ZIP _____                  | <i>This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and the documents related to this sale. Also included are portions of regulated services ie Safeguards Rule, Privacy Act, OFAC, and any items monitored for compliance.</i> |              |
| BODY TYPE | _____ | PHONE:           | _____                            | PRE-DELIVERY SERVICE FEE   | \$ 995.00    |
| COLOR     | _____ | ACCT #           | _____                            | TAXABLE PRICE  | \$ 42,345.50 |
| MILEAGE   | _____ | AMOUNT \$        | - PD _____                       | FLORIDA SALES TAX  | \$ -         |
| VIN #     | _____ | UNTIL            | _____ BY <u>Richard Van Peer</u> | PINELLAS COUNTY SURTAX   | \$ -         |

NEW VEHICLE - The following applies to this NEW Vehicle transaction (including NEW demonstrator vehicles) Important Notice - READ CAREFULLY BEFORE SIGNING AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty for fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages.

|                                  |              |
|----------------------------------|--------------|
| OTHER STATE SALES TAX            | \$ -         |
| TOTAL                            | \$ 42,345.50 |
| TITLE & REGISTRATION FEE         | \$ -         |
| WARRANTY TRUST FUND              | \$ -         |
| ESP WARRANTY (include sales tax) | \$ -         |
| SUB TOTAL                        | \$ 42,345.50 |
| PLUS TRADE IN BALANCE DUE        | \$ -         |
| TOTAL DUE                        | \$ 42,345.50 |
| REBATE ON DELIVERY               | \$ 1,000.00  |
| DEPOSIT                          | \$ -         |
| CASH ON DELIVERY                 | \$ -         |
| UNPAID BALANCE                   | \$ 41,345.50 |

**INSURANCE INFORMATION**  
INSURANCE CO. \_\_\_\_\_  
POLICY NO. \_\_\_\_\_  
AGENT: \_\_\_\_\_ PHONE: \_\_\_\_\_

VERIFIED: \_\_\_\_\_ TIME \_\_\_\_\_ DATE 5/11/2026

This Commercial Buyers Order is not binding upon Walker Ford Company, Inc. until this Commercial Buyers Order is accepted and signed by a manager of Walker Ford Company, Inc. and the Purchaser.

PURCHASER \_\_\_\_\_ PURCHASER \_\_\_\_\_

WALKER FORD COMPANY, INC.

Accepted by: Don Dithmer JR. Date: 5/11/2026  
Commercial/Fleet Sales Manager

| Receipt # | Amount | Date | Initials | Mgr. |
|-----------|--------|------|----------|------|
|           |        |      |          |      |
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REMARKS No Tax or Tag



6

Preview Order 7401 - X1K - 4x2 XL SuperCab: Order Summary Time of Preview: 05/11/2026 14:05:57 Receipt: 5/11/2026

Dealership Name: Walker Ford Company, Inc.

Sales Code : F24202

|               |                 |               |        |              |       |             |      |
|---------------|-----------------|---------------|--------|--------------|-------|-------------|------|
| Dealer Rep.   | Richard VanPeer | Type          | Retail | Vehicle Line | F-150 | Order Code  | 7401 |
| Customer Name | X XXXXX         | Priority Code | 19     | Model Year   | 2026  | Price Level | 640  |

| DESCRIPTION                | MSRP    | DESCRIPTION                    | MSRP            |
|----------------------------|---------|--------------------------------|-----------------|
| F150 4X2 SUPERCAB XL - 145 | \$41600 | 3.55 RATIO REGULAR AXLE        | \$0             |
| 145 INCH WHEELBASE         | \$0     | 6365# GVWR PACKAGE             | \$0             |
| OXFORD WHITE               | \$0     | CV LOT MANAGEMENT              | \$0             |
| VINYL 40/20/40 FRONT SEAT  | \$0     | JOB #2 ORDER                   | \$0             |
| MEDIUM DARK SLATE          | \$0     | 50 STATE EMISSIONS             | \$0             |
| EQUIPMENT GROUP 101A       | \$0     | EXTENDED RANGE 36GAL FUEL TANK | \$0             |
| .XL SERIES                 | \$0     | CONN PKG: 1 YR INCL W/FORD APP | \$0             |
| .17" SILVER STEEL WHEELS   | \$0     | FUEL CHARGE                    | \$0             |
| 2.7L V6 ECOBOOST           | \$0     | PRICED DORA                    | \$0             |
| ELEC TEN-SPEED AUTO TRANS  | \$0     | DESTINATION & DELIVERY         | \$2795          |
| 245/70R 17 BSW ALL-SEASON  | \$0     |                                |                 |
| TOTAL BASE AND OPTIONS     |         |                                | MSRP<br>\$44395 |
| DISCOUNTS                  |         |                                | NA              |
| TOTAL                      |         |                                | \$44395         |

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*



Family Owned & Operated Since 1957

17556 U.S. HIGHWAY 19 NORTH  
CLEARWATER, FLORIDA 33764  
PHONE (727) 535-3673  
FAX (727) 535-3971

5



Commercial  
Vehicle Center

RETAIL BUYERS ORDER

| DATE      | STOCK# | YEAR | MAKE | MODEL    | BODY TYPE | COLOR | MILEAGE | VIN NUMBER |
|-----------|--------|------|------|----------|-----------|-------|---------|------------|
| 5/11/2026 | TBD    | 2026 | FORD | F150 4X4 | SUPER CAB | WHITE |         | X1L        |

DRIVER'S LICENSE NUMBER

PURCHASER CITY OF ST PETE BEACH  
 PURCHASER \_\_\_\_\_ DOB \_\_\_\_\_  
 E-MAIL MWEAVER@STPETEBEACH.ORG DOB \_\_\_\_\_  
 ADDRESS: 155 COREY AVE CITY: ST. PETE BEACH ST: FLORIDA ZIP: 33706  
 PHONE \_\_\_\_\_ BUS. 727-459-7323 SALESPERSON Richard Van Peer

| TRADE 1   |       | LIEN INFORMATION |                     | DESCRIPTION                     |              |
|-----------|-------|------------------|---------------------|---------------------------------|--------------|
| STOCK NO. | _____ | LIEN TO          | _____               | FACTORY SUGGESTED RETAIL        | \$ 48,195.00 |
| YEAR      | _____ | ADDRESS          | _____               | DEALER DISCOUNT                 | \$           |
| MAKE      | _____ | CITY             | _____               | PURCHASE PRICE                  | \$ 44,715.00 |
| MODEL     | _____ | STATE            | _____ ZIP _____     |                                 | \$ -         |
| BODY TYPE | _____ | PHONE:           | _____               |                                 | \$ -         |
| COLOR     | _____ | ACCT #           | _____               |                                 | \$ -         |
| MILEAGE   | _____ | AMOUNT \$        | - PD _____          | ELECTRONIC FILING FEE           | \$ 99.00     |
| VIN #     | _____ | UNTIL            | BY Richard Van Peer | TOTAL INCLUDING ADDED EQUIPMENT | \$ 44,814.00 |

| TRADE 2   |       | LIEN INFORMATION |                     | DESCRIPTION  |              |
|-----------|-------|------------------|---------------------|--|--------------|
| STOCK NO. | _____ | LIEN TO          | _____               | LESS TRADE ALLOWANCE   | \$ -         |
| YEAR      | _____ | ADDRESS          | _____               | TRADE DIFFERENCE   | \$ 44,814.00 |
| MAKE      | _____ | CITY             | _____               | WASTE TIRE & LEAD-ACID FEE   | \$ 6.50      |
| MODEL     | _____ | STATE            | _____ ZIP _____     | <i>This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and the documents related to this sale. Also included are portions of regulated services ie Safeguards Rule, Privacy Act, OFAC, and any items monitored for compliance.</i> |              |
| BODY TYPE | _____ | PHONE:           | _____               | PRE-DELIVERY SERVICE FEE   | \$ 995.00    |
| COLOR     | _____ | ACCT #           | _____               | TAXABLE PRICE  | \$ 45,815.50 |
| MILEAGE   | _____ | AMOUNT \$        | - PD _____          | FLORIDA SALES TAX  | \$ -         |
| VIN #     | _____ | UNTIL            | BY Richard Van Peer | PINELLAS COUNTY SURTAX   | \$ -         |

NEW VEHICLE - The following applies to this NEW Vehicle transaction (including NEW demonstrator vehicles) Important Notice - READ CAREFULLY BEFORE SIGNING AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty for fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages.

**INSURANCE INFORMATION**  
 INSURANCE CO. \_\_\_\_\_  
 POLICY NO. \_\_\_\_\_  
 AGENT: \_\_\_\_\_ PHONE: \_\_\_\_\_

VERIFIED: \_\_\_\_\_ TIME \_\_\_\_\_ DATE 5/11/2026

This Commercial Buyers Order is not binding upon Walker Ford Company, Inc. until this Commercial Buyers Order is accepted and signed by a manager of Walker Ford Company, Inc. and the Purchaser.

PURCHASER \_\_\_\_\_ PURCHASER \_\_\_\_\_

WALKER FORD COMPANY, INC.

Accepted by: \_\_\_\_\_ Date: 5/11/2026

Don Dithmer JR.  
Commercial/Fleet Sales Manager

|                                  |              |
|----------------------------------|--------------|
| TOTAL                            | \$ 45,815.50 |
| TITLE & REGISTRATION FEE         | \$ -         |
| WARRANTY TRUST FUND              |              |
| ESP WARRANTY (include sales tax) | \$ -         |
| SUB TOTAL                        | \$ 45,815.50 |
| PLUS TRADE IN BALANCE DUE        | \$ -         |
| TOTAL DUE                        | \$ 45,815.50 |
| REBATE ON DELIVERY               | \$ 1,000.00  |
| DEPOSIT                          | \$ -         |
| CASH ON DELIVERY                 | \$ -         |
| UNPAID BALANCE                   | \$ 44,815.50 |

| Receipt # | Amount | Date | Initials | Mgr. |
|-----------|--------|------|----------|------|
|           |        |      |          |      |
|           |        |      |          |      |

REMARKS No Tax or Tag



5

Preview Order 7402 - X1L - 4x4 XL SuperCab: Order Summary Time of Preview: 05/11/2026 14:14:59 Receipt: 5/11/2026

Dealership Name: Walker Ford Company, Inc.

Sales Code : F24202

|               |                 |               |        |              |       |             |      |
|---------------|-----------------|---------------|--------|--------------|-------|-------------|------|
| Dealer Rep.   | Richard VanPeer | Type          | Retail | Vehicle Line | F-150 | Order Code  | 7402 |
| Customer Name | X XXXXX         | Priority Code | 19     | Model Year   | 2026  | Price Level | 640  |

| DESCRIPTION                | MSRP    | DESCRIPTION                    | MSRP         |
|----------------------------|---------|--------------------------------|--------------|
| F150 4X4 SUPERCAB XL - 145 | \$45400 | 3.55 RATIO REGULAR AXLE        | \$0          |
| 145 INCH WHEELBASE         | \$0     | 6550# GVWR PACKAGE             | \$0          |
| OXFORD WHITE               | \$0     | CV LOT MANAGEMENT              | \$0          |
| VINYL 40/20/40 FRONT SEAT  | \$0     | JOB #2 ORDER                   | \$0          |
| MEDIUM DARK SLATE          | \$0     | 50 STATE EMISSIONS             | \$0          |
| EQUIPMENT GROUP 101A       | \$0     | EXTENDED RANGE 36GAL FUEL TANK | \$0          |
| .XL SERIES                 | \$0     | CONN PKG: 1 YR INCL W/FORD APP | \$0          |
| .17" SILVER STEEL WHEELS   | \$0     | FUEL CHARGE                    | \$0          |
| 2.7L V6 ECOBOOST           | \$0     | PRICED DORA                    | \$0          |
| ELEC TEN-SPEED AUTO TRANS  | \$0     | DESTINATION & DELIVERY         | \$2795       |
| 265/70R 17 BSW ALL-TERRAIN | \$0     |                                |              |
| TOTAL BASE AND OPTIONS     |         |                                | MSRP \$48195 |
| DISCOUNTS                  |         |                                | NA           |
| TOTAL                      |         |                                | \$48195      |

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

*This order has not been submitted to the order bank.*

*This is not an invoice.*



# AutoNation Ford St. Petersburg

Customer: Eileen Torres  
Address: SAINT PETE BEACH, FL 33706

Phone:  
Email: etorres@stpetebeach.org

Date: 04/09/2026 12:26 PM Manager: Dominique Pastrana  
ID: 72857400 Associate: Karl Mitchell

## VEHICLE

Photo  
Not  
Available

**2026 Ford Transit-350 Passenger X2C XL**  
Stock #: TKA73222  
Mileage: 11  
VIN: 1FBAX2C84TKA73222  
Warranty: Manufacturer Warranty

## BRAND PROMISE



### AutoNation Pricing

You'll see a low price, upfront, on every car, truck, and sport utility, so you'll save time and money.

## PURCHASE OPTION

|                         |   |                    |
|-------------------------|---|--------------------|
| MSRP                    |   | <b>\$63,975.00</b> |
| AutoNation Savings      | - | \$2,177.00         |
| AutoNation Price        |   | <b>\$61,798.00</b> |
| Sales Tax (estimate):   | + | \$3,847.91         |
| Tire/Battery/MVWEA      | + | \$ 8.50            |
| Electronic Filing Fee   | + | \$499.00           |
| Dealer Services Fee**** | + | \$995.00           |
| Reg/Tag/Title Fee       | + | \$450.00           |
| Balance Due (estimate): |   | <b>\$67,598.41</b> |

## TRADE



### We'll Buy Your Car

We provide a Guaranteed Trade-In Offer honored for 7 days or 500 miles at any of our locations.

### Notes:

By signing below, you agree that AutoNation and its partner AutoComplete may contact you via text message, using an automated telephone dialing system, to the mobile number you provided to offer insurance and other related services and products. Your consent is not a condition of the purchase of any good or service and you may opt out at any time. \*\*Appearance, Windshield, Theft and Dent Protection coverages are optional. Amounts above are ESTIMATES ONLY and may vary based on approved credit, applicable taxes, vehicle selection, trade value(s), estimated payoff, etc. Final payments and terms may vary. \*\*\*\*This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

X

Buyer: Eileen Torres

04/09/2026

Date

X

Sales Manager

04/09/2026

Date



**PROPOSAL**  
 Ferman Ford  
 U S Highway 19, N | Clearwater, FL

Eileen Torres  
 H: (727) 363-9248  
 etorres@stpetebeach.org



**Stock # 26F329**

2026 Ford Transit Passenger Wa, Body Type: Full-size Passenger V  
 Color: Oxford White, 10 Miles VIN:1FBAX2CG3TKA72831

| <b>Cash</b> |                    |
|-------------|--------------------|
|             | <b>Balance Due</b> |
| \$0         | <b>\$70,795</b>    |
| \$0         | <b>\$70,795</b>    |

|                          |                    |
|--------------------------|--------------------|
| MSRP/Retail              | \$71,005.00        |
| Discount                 | \$710.00           |
| Selling Price            | \$70,295.00        |
| Registration             | \$391.55           |
| Tire Fee                 | \$5.00             |
| Battery Fee              | \$1.50             |
| Lemon Law Fee            | \$2.00             |
| **Private Tag Agency Fee | \$99.95            |
| <b>Total Balance Due</b> | <b>\$70,795.00</b> |

**Customer Signature**

**Date**

**Manager Signature**

**Date**

*\*PRE-DELIVERY SERVICE FEE: This charge represents costs and profit to the seller / dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale, in accordance with Fla. Stat. §501.976(18) and is not included within any other listed or suggested pricing for the vehicle. \*\*PRIVATE TAG AGENCY FEE: This fee represents a fee paid to a private tag agency for preparation of title work and also includes profit to the seller/dealer. The payments shown above are estimates and include estimated taxes, title, and fees. Final payments and terms are subject to third party lender or lease company approval. The purchase or lease of a vehicle is subject to the terms and conditions contained within the final buyers order or lease order and any subject lease or retail installment sales contract. For the exact coverages, exclusions, and limitations of any optional value added products that you have selected, please refer to the specific product contract. The purchase of value added products listed above is OPTIONAL and is NOT required to obtain financing or to lease/purchase a vehicle. Each value added product may be purchased separately.*





P.O. Box 1304  
Parkersburg, WV 26102-1304

ACH/WIRE TRANSFER INSTRUCTIONS: United Bank - Parkersburg, WV  
Account No: 43198420  
For the credit of:  
Matheny Motor Truck Company  
Routing #: 056004445

**INVOICE**

NUMBER: PRE-697986      DATE: 4/9/2026

Stock # PO150269

SOLD TO:  
The City of St. Pete Beach, FL  
Finance Department/Accounts Payable  
155 Corey Avenue  
St. Pete Beach, FL 33707

SHIP TO:  
City of St. Pete Beach/City Hall  
155 Corey Avenue  
St. Pete Beach, FL 33706

| PO NO. | VIN #: |  | SHIP VIA         | PAYMENT TERMS        |
|--------|--------|--|------------------|----------------------|
| TBD    | TBD    |  | Driver           | Net 30               |
| QTY    | ITEM   | DESCRIPTION  | UNIT PRICE       | AMOUNT               |
| 1      | 1.00   | Fire & Rescue Vehicle - Item 264                                       | \$ 277,827.00    | \$ 277,827.00        |
| 1      | 2.00   | Options added by St. Pete Beach Fire Dept.                             | \$ 65,028.00     | \$ 65,028.00         |
| -1     | 3.00   | <i>Pre-Pay Discount (Full payment must be received within 30-days)</i> | \$ 12,399.00     | \$ (12,399.00)       |
|        |        |  | <b>TOTAL DUE</b> | <b>\$ 330,456.00</b> |



P.O. Box 1304  
Parkersburg, WV 26102-1304

ACH/WIRE TRANSFER INSTRUCTIONS: United Bank - Parkersburg, WV  
Account No: 43198420  
For the credit of:  
Matheny Motor Truck Company  
Routing #: 056004445

**INVOICE**

NUMBER: PRE-697987      DATE: 4/9/2026

Stock # PO150270

SOLD TO:  
The City of St. Pete Beach, FL  
Finance Department/Accounts Payable  
155 Corey Avenue  
St. Pete Beach, FL 33707

SHIP TO:  
City of St. Pete Beach/City Hall  
155 Corey Avenue  
St. Pete Beach, FL 33706

| PO NO. | VIN #: |  | SHIP VIA         | PAYMENT TERMS        |
|--------|--------|--|------------------|----------------------|
| TBD    | TBD    |  | Driver           | Net 30               |
| QTY    | ITEM   | DESCRIPTION  | UNIT PRICE       | AMOUNT               |
| 1      | 1.00   | Fire & Rescue Vehicle - Item 264                                       | \$ 277,827.00    | \$ 277,827.00        |
| 1      | 2.00   | Options added by St. Pete Beach Fire Dept.                             | \$ 65,028.00     | \$ 65,028.00         |
| -1     | 3.00   | <i>Pre-Pay Discount (Full payment must be received within 30-days)</i> | \$ 12,399.00     | \$ (12,399.00)       |
|        |        |  | <b>TOTAL DUE</b> | <b>\$ 330,456.00</b> |



Family Owned & Operated Since 1957

17556 U.S. HIGHWAY 19 NORTH  
CLEARWATER, FLORIDA 33764  
PHONE (727) 535-3673  
FAX (727) 535-3971

4



Commercial  
Vehicle Center

RETAIL BUYERS ORDER

| DATE      | STOCK# | YEAR | MAKE | MODEL    | BODY TYPE | COLOR | MILEAGE | VIN NUMBER |
|-----------|--------|------|------|----------|-----------|-------|---------|------------|
| 5/11/2026 | TBD    | 2026 | FORD | MAVERICK | GAS FWD   | WHITE |         | W8A        |

DRIVER'S LICENSE NUMBER

PURCHASER CITY OF ST PETE BEACH DOB \_\_\_\_\_  
 PURCHASER \_\_\_\_\_ DOB \_\_\_\_\_  
 E-MAIL MWEAVER@STPETEBEACH.ORG  
 ADDRESS: 155 COREY AVE CITY: ST. PETE BEACH ST: FLORIDA ZIP: 33706  
 PHONE \_\_\_\_\_ BUS. 727-459-7323 SALESPERSON Richard Van Peer

| TRADE 1   |       | LIEN INFORMATION |                                  | DESCRIPTION                     |              |
|-----------|-------|------------------|----------------------------------|---------------------------------|--------------|
| STOCK NO. | _____ | LIEN TO          | _____                            | FACTORY SUGGESTED RETAIL        | \$ 29,105.00 |
| YEAR      | _____ | ADDRESS          | _____                            | DEALER DISCOUNT                 | \$           |
| MAKE      | _____ | CITY             | _____                            | PURCHASE PRICE                  | \$ 27,894.00 |
| MODEL     | _____ | STATE            | _____ ZIP _____                  |                                 | \$ -         |
| BODY TYPE | _____ | PHONE:           | _____                            |                                 | \$ -         |
| COLOR     | _____ | ACCT #           | _____                            |                                 | \$ -         |
| MILEAGE   | _____ | AMOUNT \$        | - PD _____                       | ELECTRONIC FILING FEE           | \$ 99.00     |
| VIN #     | _____ | UNTIL            | _____ BY <u>Richard Van Peer</u> | TOTAL INCLUDING ADDED EQUIPMENT | \$ 27,993.00 |

| TRADE 2   |       | LIEN INFORMATION |                                  | DESCRIPTION  |              |
|-----------|-------|------------------|----------------------------------|--|--------------|
| STOCK NO. | _____ | LIEN TO          | _____                            | LESS TRADE ALLOWANCE   | \$ -         |
| YEAR      | _____ | ADDRESS          | _____                            | TRADE DIFFERENCE   | \$ 27,993.00 |
| MAKE      | _____ | CITY             | _____                            | WASTE TIRE & LEAD-ACID FEE   | \$ 6.50      |
| MODEL     | _____ | STATE            | _____ ZIP _____                  | <i>This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and the documents related to this sale. Also included are portions of regulated services ie Safeguards Rule, Privacy Act, OFAC, and any items monitored for compliance.</i> |              |
| BODY TYPE | _____ | PHONE:           | _____                            | PRE-DELIVERY SERVICE FEE   | \$ 995.00    |
| COLOR     | _____ | ACCT #           | _____                            | TAXABLE PRICE  | \$ 28,994.50 |
| MILEAGE   | _____ | AMOUNT \$        | - PD _____                       | FLORIDA SALES TAX  | \$ -         |
| VIN #     | _____ | UNTIL            | _____ BY <u>Richard Van Peer</u> | PINELLAS COUNTY SURTAX   | \$ -         |

NEW VEHICLE - The following applies to this NEW Vehicle transaction (including NEW demonstrator vehicles) Important Notice - READ CAREFULLY BEFORE SIGNING AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty for fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages.

|                                  |              |
|----------------------------------|--------------|
| OTHER STATE SALES TAX            | \$ -         |
| TOTAL                            | \$ 28,994.50 |
| TITLE & REGISTRATION FEE         | \$ -         |
| WARRANTY TRUST FUND              | \$ -         |
| ESP WARRANTY (include sales tax) | \$ -         |
| SUB TOTAL                        | \$ 28,994.50 |
| PLUS TRADE IN BALANCE DUE        | \$ -         |
| TOTAL DUE                        | \$ 28,994.50 |
| REBATE ON DELIVERY               | \$ 1,000.00  |
| DEPOSIT                          | \$ -         |
| CASH ON DELIVERY                 | \$ -         |
| UNPAID BALANCE                   | \$ 27,994.50 |

**INSURANCE INFORMATION**  
 INSURANCE CO. \_\_\_\_\_  
 POLICY NO. \_\_\_\_\_  
 AGENT: \_\_\_\_\_ PHONE: \_\_\_\_\_

VERIFIED: \_\_\_\_\_ TIME \_\_\_\_\_ DATE 5/11/2026

This Commercial Buyers Order is not binding upon Walker Ford Company, Inc. until this Commercial Buyers Order is accepted and signed by a manager of Walker Ford Company, Inc. and the Purchaser.

PURCHASER \_\_\_\_\_ PURCHASER \_\_\_\_\_

WALKER FORD COMPANY, INC.

Accepted by: \_\_\_\_\_ Date: 5/11/2026

Don Dithmer JR.  
 Commercial/Fleet Sales Manager

| Receipt # | Amount | Date | Initials | Mgr. |
|-----------|--------|------|----------|------|
|           |        |      |          |      |
|           |        |      |          |      |

REMARKS No Tax or Tag



CF

Preview Order 7404 - W8A - SuperCrew FWD - XL: Order Summary Time of Preview: 05/11/2026 15:35:33 Receipt: 5/11/2026

Dealership Name: Walker Ford Company, Inc.

Sales Code : F24202

|               |                 |               |        |              |          |             |      |
|---------------|-----------------|---------------|--------|--------------|----------|-------------|------|
| Dealer Rep.   | Richard VanPeer | Type          | Retail | Vehicle Line | Maverick | Order Code  | 7404 |
| Customer Name | X XXXXX         | Priority Code | 19     | Model Year   | 2026     | Price Level | 630  |

| DESCRIPTION            | MSRP    | DESCRIPTION                   | MSRP         |
|------------------------|---------|-------------------------------|--------------|
| W8A0 MAVERICK XL FWD   | \$28145 | AUTOMATIC TRANSMISSION        | \$0          |
| .121.0" WHEELBASE      | \$0     | JOB #2 ORDER                  | \$0          |
| OXFORD WHITE           | \$0     | CV LOT MANAGEMENT             | \$0          |
| CLOTH                  | \$0     | CONVENTIONAL SPARE TIRE       | \$115        |
| EBONY                  | \$0     | SIRIUSXM W/360L (3 MOS TRIAL) | \$0          |
| EQUIPMENT GROUP 100A   | \$-1000 | CONN PKG:1YR INCL W/FORD APP  | \$0          |
| .XL TRIM               | \$0     | FUEL CHARGE                   | \$0          |
| .17" STEEL WHEEL       | \$0     | PRICED DORA                   | \$0          |
| 2.0L ECOBOOST ENGINE   | \$0     | DESTINATION & DELIVERY        | \$1845       |
| TOTAL BASE AND OPTIONS |         |                               | MSRP \$29105 |
| DISCOUNTS              |         |                               | NA           |
| TOTAL                  |         |                               | \$29105      |

Customer Name: \_\_\_\_\_ Customer Email: \_\_\_\_\_  
Customer Address: \_\_\_\_\_ Customer Phone: \_\_\_\_\_

\_\_\_\_\_  
Customer Signature Date

***This order has not been submitted to the order bank.  
This is not an invoice.***

|                  |                  |
|------------------|------------------|
| Quote Number     | QUO-22776-031726 |
| Quote Expiration | 5/16/2026        |

Dealer Name Briggs Equipment  
 Dealer Number 2277600  
 Dealer Contact Name Tom McVay  
 Dealer Contact Number 3213884893

Contract Name Sourcewell # 091024-PSI  
 Expiration Date 11/13/2028

| Customer Information |                       |
|----------------------|-----------------------|
| Name:                | City of St Pete Beach |
| Contact              | Seton Zacot           |
| Contact Phone number |                       |
| Address              | 155 Corey Ave         |
| City                 | St Pete Beach         |
| State                | FL                    |
| Zip                  | 33706                 |
| Sourcewell #         | 36449                 |

**TRANSACTION IS BETWEEN THE POLARIS DEALER AND THE Sourcewell MEMBER, PLEASE WRITE PURCHASE ORDER TO DEALER DIRECTLY**

| Freight  | Delivery Terms | Payment Terms | Payment Method                              |
|--|----------------|---------------|---|
| FOB Destination<br>US Continental (CONUS) Only | TBD            | Net 30        | Purchase Order<br>Visa, MasterCard<br>Check |

| Whole Good Item # | QTY | Description                                  | MSRP (w/o freight) | Sourcewell Discount Price | Extended    |
|-------------------|-----|--|--------------------|---------------------------|-------------|
| D26P2G99A4        | 5   | Pro XD Full-Size Gas w/Heater Kit - 49 State | \$18,749.00        | \$18,223.28               | \$91,116.42 |
|                   |     |  |                    |                           |             |
|                   |     |  |                    |                           |             |
|                   |     |  |                    |                           |             |
|                   |     |  |                    |                           |             |
|                   |     |  |                    |                           |             |
|                   |     |  |                    |                           |             |
|                   |     |  |                    |                           |             |
|                   |     |  |                    |                           |             |
|                   |     |  |                    |                           |             |

**Subtotal \$91,116.42**

| Accessory Item # | QTY | Description   | Install Time (if applicable) | MSRP       | Sourcewell Discount Price | Extended   |
|------------------|-----|---|------------------------------|------------|---------------------------|------------|
| 2889020          | 5   | Full-Size Tip-Out Glass Windshield                      | 0.5                          | \$1,399.99 | \$1,198.98                | \$5,994.92 |
| 2883974          | 5   | Full-Size Glass Wiper / Washer                          | 0.5                          | \$699.99   | \$599.49                  | \$2,997.44 |
| 2883773          | 5   | Full-Size Poly Rear Panel                               | 0.15                         | \$429.99   | \$368.25                  | \$1,841.27 |
| 2889220          | 5   | Full-Size Rearview Mirror                               | 0.15                         | \$109.99   | \$94.20                   | \$470.99   |
| 2882911          | 5   | 1000 Base / EPS / Kinetic / Pro XD Poly Sport Roof      | 0.25                         | \$499.99   | \$428.20                  | \$2,141.02 |
| 2883854          | 5   | Full-Size Crew Dash Rear Facing Light Bar Harness       | 0.25                         | \$29.99    | \$25.68                   | \$128.42   |
| 2889792          | 5   | Pro Armor Single Row 20 in Combo Bar (4700 lumens)      | 0.25                         | \$344.99   | \$295.46                  | \$1,477.29 |
| 2883265          | 5   | LED Beacon Work Light (req. Switch Panel or Dash Light) | 0.5                          | \$284.99   | \$244.07                  | \$1,220.36 |
|                  |     |   |                              |            |                           |            |
|                  |     |   |                              |            |                           |            |
|                  |     |   |                              |            |                           |            |
|                  |     |   |                              |            |                           |            |
|                  |     |   |                              |            |                           |            |

**Subtotal \$16,271.70**

|              |              |
|--------------|--------------|
| Install Time | Install Rate |
| 12.75        | \$190.00     |

|              |                     |
|--------------|---------------------|
| Install      | \$2,422.50          |
| Tax          | \$0.00              |
| <b>Total</b> | <b>\$109,810.62</b> |

Installation pricing is Open Market

Aftermarket (i.e. non-Polaris) items may not be included on any purchase orders referencing the Sourcewell Contract; note that installation of aftermarket items may void part, or all, of the original factory warranty. Please see Owner's Manual for details.

# LEASE FINANCING PROPOSAL

Requested by  
**Southern Sewer Equipment**

Representing



Presented To (As Lessee)  
**City of St. Petersburg Beach, FL**

|                               |   |
|-------------------------------|---|
| <b>Proposal Date:</b>         | February 12, 2026   |
| <b>Equipment Description:</b> | 1- Vac-Con Vacuum Truck with a Freightliner 114SD Chassis |
| <b>Commencement Date:</b>     | March 15, 2026  |
|                               | <u>Option 1</u>   |
| <b>Equipment Cost:</b>        | \$556,450   |
| <b>Lessee Down Payment:</b>   |   |
| <b>Amount Financed:</b>       | \$556,450   |
| <b>Lease Term:</b>            | 5 Years   |
| <b>First Payment Date:</b>    | 12/15/2026  |
| <b>Payment Frequency:</b>     | Annual  |
| <b>Interest Rate:</b>         | 4.85%   |
| <b>Payment Amount:</b>        | \$126,579.59  |

**Qualifications:**

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates are fixed for the entire term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

**Financing by:** Leasing 2, Inc.  
**Contact:** Rick Carney  
**Phone:** 813-258-9888 x16  
**Email:** rcarney@leasing2.com  
**Web:** www.leasing2.com



**REQUEST TO PROCEED:**

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: February 12, 2026

Option Chosen: \_\_\_\_\_ (where applicable)

Upcoming Governing Body meeting date for lease approval: \_\_\_\_\_

City of St. Petersburg Beach, FL

Name of Lessee

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name Of Authorized Signature

\_\_\_\_\_  
Last month of your budget year?

\_\_\_\_\_  
Contact Name  
(If Different Than Authorized Signature)

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Financial Contact Name  
(Can be Treasurer or Clerk)

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Email

Please complete the above information and **fax or email** all pages of the proposal to  
**813-258-9333 / [rcarney@leasing2.com](mailto:rcarney@leasing2.com)**



**\*\* Important: A Resolution will be required with the lease contract \*\***

**In the event that you require board action to sign this proposal,  
please call us so that we may forward the preferred form for the meeting.**

**Are you ready to move forward with Leasing 2?**

*Here is a quick overview of our process*

- 1. Signed Proposal** - When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.
- 2. Credit Application** - A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.
- 3. Financing Agreement** - Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.

# LEASE FINANCING PROPOSAL



Lessee  
**City of St. Pete Beach, FL**

Vendor  
**Southern Sewer Equipment Sales**  
Michael Fitzgerald

|                               |                                      |
|-------------------------------|--------------------------------------|
| <b>Proposal Date:</b>         | April 2, 2026                        |
| <b>Equipment Description:</b> | (1) Minicam Camera Inspection System |
| <b>Commencement Date:</b>     | May 15, 2026                         |
| <b><u>Option 1</u></b>        |                                      |
| <b>Equipment Cost:</b>        | \$354,336.63                         |
| <b>Lessee Down Payment:</b>   |                                      |
| <b>Amount Financed:</b>       | \$354,336.63                         |
| <b>Lease Term:</b>            | 5 Years                              |
| <b>First Payment Date:</b>    | 11/15/2026                           |
| <b>Payment Frequency:</b>     | Annual                               |
| <b>Interest Rate:</b>         | 5.36%                                |
| <b>Payment Amount:</b>        | \$80,597.64                          |

**Qualifications:**

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates are fixed for the entire term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

**Financing by:** Leasing 2, Inc.  
**Contact:** Rick Carney  
**Phone:** 813-258-9888 x16  
**Email:** rcarney@leasing2.com  
**Web:** www.leasing2.com



**REQUEST TO PROCEED:**

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: April 2, 2026

Option Chosen: \_\_\_\_\_ (where applicable)

Upcoming Governing Body meeting date for lease approval: \_\_\_\_\_

City of St. Pete Beach, FL

Name of Lessee

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name Of Authorized Signature

\_\_\_\_\_  
Last month of your budget year?

\_\_\_\_\_  
Contact Name  
(If Different Than Authorized Signature)

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Financial Contact Name  
(Can be Treasurer or Clerk)

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Email

Please complete the above information and **fax or email** all pages of the proposal to  
**813-258-9333 / rcarney@leasing2.com**



**\*\* Important: A Resolution will be required with the lease contract \*\***

**In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.**

**Are you ready to move forward with Leasing 2?**

*Here is a quick overview of our process*

- 1. Signed Proposal** - When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.
- 2. Credit Application** - A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.
- 3. Financing Agreement** - Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.

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

**Agenda Report**

**Agenda Title Name:** Approval of Change Order to Scope of Services for Raftelis Operating Fee Study related to Legislative Updates

**Action Request:** Motion to approve Change Order to Scope of Services for Raftelis Operating Fee Study related to Legislative Updates

**Strategic Objective:** Operational Excellence

**Date:** May 26, 2026

**Prepared By:** Kathleen Murray

**Through:** Frances Robustelli, City Manager

**Summary of Issue:** Raftelis is currently conducting an Operating Fee Study for the City of St. Pete Beach. During the course of their analysis, the City has requested several additional analyses for development application fees, inspection fees and private provider policies which are subject to newly passed legislation.

**HB399:** On March 27, 2026, Florida House Bill 399 (Chapter 2026-7) was signed into law by the Governor. HB 399 introduces significant changes to the standards governing development application fees charged by Florida municipalities. Most notably, effective January 1, 2027, the law requires that development application fees reasonably relate to the direct and reasonable indirect costs of reviewing and processing the application. The law also expressly prohibits fees based on a percentage of construction costs, site costs, or project valuation. Several of the City of St. Pete Beach Community Development Department fees currently use valuation-based methodologies that will need to be restructured to comply with HB 399 before the effective date.

**HB803:** On May 7, 2026, Florida House Bill 803 (Chapter 2026-63) was signed into law by the Governor. HB 803 introduces sweeping changes to the standards governing building permits, inspections, and the use of private providers by Florida local governments. The law takes effect on July 1, 2026. Among the most significant provisions for

local building departments the law prohibits inspection fees from being based on total project cost and caps them at actual inspection costs incurred by the local enforcement agency. It further establishes new mandatory permit fee reductions of 25% reduction when a private provider handles part of the qualifying plan review or inspection work, and a 50% reduction when a private provider handles all of it for commercial construction projects. HB 803 prohibits officials from charging punitive, administrative, or additional fees, including fees for building inspections or site review, when an owner uses a private provider.

As part of the compliance with HB803, the City is seeking a defensible policy framework that addresses fee reductions and reimbursements for projects utilizing private providers for plan review and inspection services. A primary consideration is how to structure the fee schedule given that most projects will still require some level of in-house review or inspection even if a private provider is hired, and the City is interested in evaluating both upfront fee reduction and end-of-project reimbursement models.

This change order supplements the original Operating Fee Study scope of work and service agreement to address the impact of HB 399 and HB803 on the City's Community Development fees and will develop compliant fee structures for any impacted fees and will cost \$65,320 and will culminate in the next six months.

**Funding:** The project will be funded through the Building Fund. Sufficient funding is available within the Professional Services line item to cover the cost of the change order.

**Attachments:** 1. StPeteBeach\_OperatingFeeStudy\_ChangeOrder\_05152026



May 15, 2026

Ms. Kathleen Murray, Management Analyst  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706

**Subject: Change Order to Scope of Services for City of St. Pete Beach Operating Fee Study related to Legislative Updates**

Dear Ms. Murray:

Raftelis is currently conducting an Operating Fee Study for the City of St. Pete Beach (City). During the course of our analysis, the City has requested several additional analyses for development application fees, inspection fees and private provider policies which are subject to newly passed legislation.

**HB399:** On March 27, 2026, Florida House Bill 399 (Chapter 2026-7) was signed into law by the Governor. HB 399 introduces significant changes to the standards governing development application fees charged by Florida municipalities. Most notably, effective January 1, 2027, the law requires that development application fees reasonably relate to the direct and reasonable indirect costs of reviewing and processing the application. The law also expressly prohibits fees based on a percentage of construction costs, site costs, or project valuation. Several of the City of St. Pete Beach Community Development Department fees currently use valuation-based methodologies that will need to be restructured to comply with HB 399 before the January 1, 2027 effective date.

**HB803:** On May 7, 2026, Florida House Bill 803 (Chapter 2026-63) was signed into law by the Governor. HB 803 introduces sweeping changes to the standards governing building permits, inspections, and the use of private providers by Florida local governments. The law takes effect on July 1, 2026. Among the most significant provisions for local building departments the law prohibits inspection fees from being based on total project cost and caps them at actual inspection costs incurred by the local enforcement agency. It further establishes new mandatory permit fee reductions of 25% reduction when a private provider handles part of the qualifying plan review or inspection work, and a 50% reduction when a private provider handles all of it for commercial construction projects. HB 803 prohibits officials from charging punitive, administrative, or additional fees, including fees for building inspections or site review, when an owner uses a private provider. It also introduces accelerated review timelines, including a new five-business-day turnaround for permits on existing single-family dwelling work valued under \$15,000.

As part of the compliance with HB803, Raftelis understands the City is seeking a defensible policy framework that addresses fee reductions and reimbursements for projects utilizing private providers for plan review and inspection services. A primary consideration is how to structure the fee schedule given that most projects will still require some level of in-house review or inspection even if a private

provider is hired, and the City is interested in evaluating both upfront fee reduction and end-of-project reimbursement models.

This change order supplements the original Operating Fee Study scope of work and service agreement to address the impact of HB 399 and HB803 on the City's Community Development fees and to develop compliant fee structures for any impacted fees.

**Task 1: Data Collection and Review**

Raftelis will prepare a data request for information required to complete the remaining items in this scope. Raftelis will work with City staff to collect the appropriate financial and operational data including but not limited to staff salary data and staff time related to fees impacted by HB 399 and HB 803, the City's current Private Provider Submittal Packet, historical budget documents, audit reports, ordinances, policies, and existing standard operating procedures, as available. Raftelis will also work with City staff to collect historical permit data for projects utilizing private providers over the past 24 to 36 months to identify trends in volume and complexity. Raftelis will assess the data for availability, quality, maintenance requirements, and gaps.

In instances where granular time-tracking data is unavailable, Raftelis will collaborate with City staff to develop anecdotal estimates of the residual effort required for in-house technical oversight and administrative coordination, with specific attention paid to projects within the Special Flood Hazard Area (SFHA).

**Task 2: Determination of Fees Impacted by HB 399 and HB 803 and Department Interviews**

Raftelis will conduct a thorough review of HB 399 and 803 and the City Attorney legal opinion on HB 399 (Raftelis assumes the City Attorney will render a similar legal opinion regarding HB 803 and provide to Raftelis under this Change order) to identify the specific statutory requirements applicable to the City fee structures. The Raftelis team will then review the full inventory of Community Development Department fees to identify those fees that rely on valuation-based methodologies or other approaches that may not satisfy the new statutory standard.

Following this determination, Raftelis will conduct a preliminary meeting with Community Development Department staff to discuss current fee application practices, identify any operational considerations related to fee methodology changes, and confirm the list of impacted fees.

Raftelis will then conduct up to four (4) interviews with Building Division staff, including Plans Examiners, Inspectors, and Permit Technicians, to identify specific expenses related to building permit fees (HB399), inspection fees (HB803) and the practical pain points and administrative hurdles of the current private provider workflow. The objective of these discussions is to 1. determine if applicable fees reasonably relate to the direct and reasonable indirect costs of reviewing and processing the building permit fee applications and conducting inspections and 2. whether the current private provider process yields a measurable reduction in City staff effort, or whether the administrative and technical review requirements negate any anticipated cost savings. The analysis will also evaluate City staff's observations regarding consistency and quality of submittals from private providers and the frequency of City intervention required to verify compliance with local codes and FEMA requirements. Raftelis will also work toward identifying specific steps in the workflow that drive City costs which may not currently be recovered through the standard fee structure.

**Task 3: Benchmarking of Impacted Fees and Private Provider Policies Against Peer Communities**

Raftelis will benchmark the impacted fees against the 10 peer communities included in the original Operating Fee Study to determine whether peer communities use alternative, non-valuation-based fee approaches that would already be in compliance with HB 399 and 803. This analysis will identify potential fee structures and methodologies that the City could adopt while maintaining appropriate cost recovery levels. The benchmarking will focus on the fee basis (e.g., flat fee, tiered by project type or complexity, time-and-materials, square footage-based) rather than solely on fee amounts.

Raftelis will also benchmark the City's private provider policies and fee structures against up to three comparable Florida jurisdictions to identify industry best practices and market norms for cost recovery. An analysis of the City of Tampa's tiered reduction model will serve as a primary benchmark, specifically examining their 30% reduction for projects outside the SFHA versus the 15% reduction for projects within the SFHA. Raftelis will research how other coastal communities handle fee reductions while accounting for mandatory in-house administrative and technical oversight. This task will also identify how peer communities manage the timing of fee reductions, comparing upfront discount models against end-of-project reimbursement frameworks to determine the most effective approach for St. Pete Beach.

**Task 4: Cost Recovery Analysis for Private Providers**

Using the provided data and qualitative feedback gathered in previous tasks, Raftelis will estimate the City's cost of service for projects that utilize private providers. This analysis will calculate the direct and indirect costs associated with the City's review of private provider reports and affidavits, as well as the clerical effort involved in application acceptance, record-keeping, and final certificate issuance. Raftelis will quantify the difference in City costs between a standard permit processed entirely in-house and a permit utilizing a private provider to establish a defensible basis for fee reductions or reimbursements. The resulting analysis will provide the City with an understanding of the minimum revenue required to cover the administrative and technical oversight that remains a City responsibility under Florida Statutes when private providers are used.

**Task 5: Rate and Rate Structure Updates for HB 399 and 803 Impacted Fees**

Based on the findings from Tasks 2 and 3, Raftelis will develop updated rate structures and recommended fee amounts for Community Development fees impacted by HB 399 and 803. The updated fee structures will be designed to comply with HB 399 and 803 by reasonably relating fee amounts to the direct and reasonable indirect costs of reviewing and processing applications. Raftelis will prepare revised financial models to project revenue under the new fee structures and verify that the City cost recovery targets established in the original Operating Fee Study are maintained to the extent practicable.

**Disclaimer:** The fee structures, analyses, and recommendations provided by Raftelis under this scope of work are based on our professional interpretation of applicable legislation, including HB 399 and HB 803, and on data and information made available to us by the City. These recommendations do not constitute legal advice and should not be relied upon as such. The City of St. Pete Beach, in consultation with the City Attorney, retains sole responsibility for determining legal compliance with all applicable federal, state, and local requirements. Raftelis makes no representation or warranty that adoption of the recommended fee structures will satisfy all legal obligations, as statutory interpretation may evolve through rulemaking, enforcement actions, or

judicial decisions. The City is encouraged to seek independent legal counsel before adopting any fee schedule changes.

**Task 6: Private Provider Policy and Fee Schedule Development**

Raftelis will develop a policy and updated fee schedule that balances the City's cost recovery needs with the requirements of Florida Statute 553.791, which governs the use of private providers for building code inspection services and establishes the framework for fee reductions/reimbursements and any updated requirements from HB 803. This task includes the development of a proposed fee structure that accounts for different levels of City effort, potentially utilizing a tiered approach based on SFHA status or project complexity as requested by the City. Raftelis will define a framework for reconciling fees, including recommendations on whether to apply upfront reductions at the time of permit issuance or to utilize a reimbursement model upon project completion. Additionally, Raftelis will provide recommended language for an updated Standard Operating Procedure (SOP) to support integration into the Building Division's daily operations.

**Task 7: Presentation of Recommended Updates**

Raftelis will virtually present the recommended updates rates, rate structures and policies for impacted fees to the following groups:

- City Staff
- Finance Committee
- City Commission

Presentations will summarize the HB 399 and 803 requirements, the methodology used to develop compliant fee structures, benchmarking findings, updated private provider policy, and the recommended fee amounts. Raftelis will prepare presentation materials and supporting documentation for each session.

**Task 8: Update to Operating Fee Study Report**

Raftelis will update the Operating Fee Study report to incorporate all changes to impacted fees resulting from the HB 399, HB 803 and private provider analysis. Updates will include revised fee schedules, updated methodology descriptions, and any changes to cost recovery analysis. The updated report will present a complete and unified set of fee recommendations that reflect both the original study findings and the HB 399 and HB803-driven fee structure changes.

**Budget and Timeline**

This change order can be performed on a time and materials basis for a fee of \$65,320. If additional modifications are required beyond those identified or related to those listed in the Scope of Work or this change order, we can develop additional budget and scope or provide the services based on hourly rates provided in our current executed contract.

City of St. Pete Beach, Florida Operating Fee Study Change Order

| Tasks   | Web Meetings | In-person Meetings | Hours           |                 |                 |                   | Total Fees      |
|---|--------------|--------------------|-----------------|-----------------|-----------------|-------------------|-----------------|
|   |              |                    | KC              | CC              | NM              | Total             |                 |
| 1. Data Collection and Review   | 0            | 0                  | 4               | 6               | 6               | 16                | \$4,300         |
| 2. Determination of Fees Impacted by HB 399 and HB 803 and Department Interviews        | 4            | 0                  | 8               | 12              | 16              | 36                | \$9,520         |
| 3. Benchmarking of Impacted Fees and Private Provider Policies Against Peer Communities | 0            | 0                  | 2               | 6               | 14              | 22                | \$5,460         |
| 4. Cost Recovery Analysis for Private Providers   | 0            | 0                  | 8               | 16              | 20              | 44                | \$11,480        |
| 5. Rate and Rate Structure Updates for HB 399 and 803 Impacted Fees                     | 1            | 0                  | 8               | 10              | 20              | 38                | \$9,920         |
| 6. Private Provider Policy and Fee Schedule Development                                 | 1            | 0                  | 8               | 10              | 20              | 38                | \$9,920         |
| 7. Presentation of Recommended Updates  | 3            | 0                  | 12              | 12              | 4               | 28                | \$8,120         |
| 8. Update to Operating Fee Study Report   | 0            | 0                  | 4               | 6               | 16              | 26                | \$6,600         |
| <b>Total Meetings / Hours</b>   | <b>9</b>     | <b>0</b>           | <b>54</b>       | <b>78</b>       | <b>116</b>      | <b>248</b>        |                 |
| <b>Hourly Billing Rate</b>  |              |                    | <b>\$340</b>    | <b>\$260</b>    | <b>\$230</b>    |                   |                 |
| <b>Total Professional Fees</b>  |              |                    | <b>\$18,360</b> | <b>\$20,280</b> | <b>\$26,680</b> |                   |                 |
|   |              |                    |                 |                 |                 | <b>Total Fees</b> | <b>\$65,320</b> |

Raftelis anticipates completing this project on the following schedule:

| TASKS   | 2026 |     |     |     |     |     |     |
|---|------|-----|-----|-----|-----|-----|-----|
|   | JUN  | JUL | AUG | SEP | OCT | NOV | DEC |
| 1. Data Collection and Review   | ●    |     |     |     |     |     |     |
| 2. Determination of Fees Impacted by HB 399 and HB 803 and Department Interviews        | ●●   |     |     |     |     |     |     |
| 3. Benchmarking of Impacted Fees and Private Provider Policies Against Peer Communities |      | ●   |     |     |     |     |     |
| 4. Cost Recovery Analysis for Private Providers   |      | ●   |     |     |     |     |     |
| 5. Rate and Rate Structure Updates for HB 399 and 803 Impacted Fees                     |      |     | ●   |     |     |     |     |
| 6. Private Provider Policy and Fee Schedule Development                                 |      |     | ●   |     |     |     |     |
| 7. Presentation of Recommended Updates  |      |     |     | ●●  | ●   |     |     |
| 8. Update to Operating Fee Study Report   |      |     |     |     |     | ●   |     |

Should you have any questions or concerns regarding the information provided above, please contact me at [kcromwell@raftelis.com](mailto:kcromwell@raftelis.com).

Sincerely,



Katie Cromwell  
Vice President

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

**Agenda Report**

**Agenda Title Name:** Final Reading Ordinance 2026-12: FY2026 Budget Amendment

**Action Request:** Motion to adopt Ordinance 2026-12.

**Strategic Objective:** Operational Excellence

**Date:** May 26, 2026

**Prepared By:** Devon Schmidt, Director of Finance

**Through:** Frances Robustelli, City Manager

**Summary of Issue:** The Fiscal Year 2026 Budget was adopted by Ordinance 2025-19 on September 22, 2025. As part of routine fiscal monitoring and in response to operational needs, storm recovery impacts, updated revenue estimates, and capital project timing, staff is bringing forward Budget Amendment #1 for Commission consideration. The proposed amendment addresses:

- General Fund operational and recovery-related adjustments
- Building Fund storm recovery and permitting capacity needs
- Capital and Fleet project reallocations and reappropriations
- Stormwater, Wastewater, Reclaimed Water, and Parking Fund adjustments to support infrastructure reliability and service levels

A detailed Mid-Year Budget FY26 presentation is included in the agenda packet and provides:

- A fund-by-fund comparison of adopted vs. amended FY26 budgets
- A summary of individual requests by fund, including justification, funding source, and consequences if not approved
- Capital, fleet, and enterprise fund project impacts
- An overview of upcoming FY27 budget workshops and community engagement opportunities

**Funding:** The ordinance increases appropriations and revenues

across multiple funds and reflects updated financial conditions without changing the adopted millage rate. Detailed fiscal impacts by fund are provided in Exhibit A and summarized in the Mid-Year Budget FY26 presentation.

**Attachments:**

1. Ord 2026-12 FY2026 Midyear Budget Amendment (3)

**ORDINANCE NO. 2026-12**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2026 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, BUILDING FUND, WASTEWATER, RECLAIMED WATER FUND, STORMWATER FUND AND CONSTRUCTION PROJECT FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.**

**WHEREAS**, the fiscal year 2026 budget includes revenue and expenditures as adopted by Ordinance 2025-19 on September 22, 2025

**WHEREAS**, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2026 budget.

**WHEREAS**, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments.

**WHEREAS**, the City Commission of the City of St. Pete Beach desires to adopt an amendment to the Fiscal Year 2026 Budget.

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

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City of St. Pete Beach fiscal year 2026 budget shall be amended per Exhibit A, attached and made part of this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_  
PUBLIC HEARING: \_\_\_\_\_

**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:** First Reading Ordinance 2026-13: Amendments to Seawall, Bulkhead, Living Shoreline, and Retaining Wall Standards

**Action Request:** Motion to adopt Ordinance 2026-13.

**Strategic Objective:** Recovery, Resiliency & Sustainability

**Date:** May 26, 2026

**Prepared By:** Luke Curtis

**Through:** Frances Robustelli, City Manager

**Summary of Issue:**

The City of St. Pete Beach is a barrier-island community with properties located along tidal waters that are vulnerable to flooding, storm surge, and sea level rise. Seawalls, bulkheads, living shorelines, and retaining walls serve important public safety and property protection functions by helping mitigate tidal flooding and protecting upland properties and infrastructure.

The proposed ordinance would update Sections 98-101 and 98-104 of the Code of Ordinances to establish updated minimum standards for seawalls, bulkheads, living shorelines, and retaining walls. Key provisions of the ordinance include:

- Establishing minimum elevation requirements for shoreline protection structures:
  - Five (5) feet NAVD88 for bayfront properties
  - Six (6) feet NAVD88 for Gulf-front properties
- Defining “substantial improvement” thresholds for seawall repairs and elevation modifications
- Requiring shoreline protection structures to be designed in a substantially impermeable manner to reduce tidal flooding and seepage
- Clarifying acceptable construction materials and

engineering standards

- Establishing an administrative relief process allowing the Building Official to grant relief from certain construction and elevation standards when specific hardship criteria are met
- Providing an appeal process for administrative determinations related to relief requests

The proposed amendments are intended to provide consistent flood mitigation standards, improve resiliency to future tidal flooding conditions, and establish a clear administrative process for evaluating hardship situations while maintaining public safety objectives.

**Funding:** No direct fiscal impact is anticipated.

**Attachments:** 1. Ordinance 2026-13 Seawalls

**ORDINANCE 2026-13**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 98, ARTICLE IV OF THE CODE OF ORDINANCES RELATING TO SEAWALLS, BULKHEADS, LIVING SHORELINES, AND RETAINING WALLS; AMENDING SECTION 98-101, STANDARDS FOR SEAWALLS, BULKHEADS, LIVING SHORELINES, AND RETAINING WALLS; AMENDING SECTION 98-104, RELIEF FROM SEAWALL, BULKHEAD, LIVING SHORELINE, OR RETAINING WALL CONSTRUCTION AND ELEVATION STANDARDS; PROVIDING FOR RECITALS; CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.**

WHEREAS, the City of St. Pete Beach is a barrier-island coastal community with private and public properties located along tidal waters that are vulnerable to flooding, storm surge, and the impacts of sea level rise; and

WHEREAS, seawalls, bulkheads, living shorelines, and retaining walls serve important public health, safety, welfare, and property-protection purposes by helping to mitigate tidal flooding and protect upland properties and public infrastructure; and

WHEREAS, the City Commission desires to update the City Code to establish and clarify minimum standards for the construction, substantial improvement, elevation, and design of seawalls, bulkheads, living shorelines, and retaining walls; and

WHEREAS, the City Commission further desires to provide an administrative relief process for certain construction and elevation standards when the applicable criteria are met; and

WHEREAS, the City Commission finds that the amendments adopted by this Ordinance are in the best interests of the public health, safety, and welfare of the City of St. Pete Beach.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, HEREBY ORDAINS:**

**SECTION 1. Recitals.** The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose, and intent of the City Commission and are incorporated herein as if fully set forth herein.

**SECTION 2. Code Amendment.** Chapter 98, Article IV of the Code of Ordinances of the City of St. Pete Beach is hereby amended as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

**SECTION 3. Codification.** This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

**SECTION 4. Conflicts.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5. Severability.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 6. Scrivener's Error.** The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

**SECTION 7. Construction.** This Ordinance shall be liberally construed to accomplish its purposes.

**SECTION 8. Publication.** This Ordinance shall be published in accordance with applicable law.

**SECTION 9. Effective Date.** This Ordinance shall take effect immediately upon adoption as provided by law.

FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PUBLIC HEARING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

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

\_\_\_\_\_  
Scott Tate, Mayor

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with applicable law this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Ralf Brookes, City Attorney

## EXHIBIT A

### Chapter 98, Article IV – Seawalls, Bulkheads and Retaining Walls

Words underlined constitute the amendment proposed. Existing text not shown in underline is unchanged.

#### *ARTICLE IV. SEAWALLS, BULKHEADS AND RETAINING WALLS'*

**Secs. 98-96—98-100. Reserved.**

**Sec. 98-101. Standards for seawalls, bulkheads, living shorelines, and retaining walls.**

The purpose of this article is to establish a consistent minimum elevation for tidal flood barriers that will:

Provide a standard flood mitigation infrastructure that serves as a barrier to tidal flooding and prevents seepage, by accounting for water levels predicted under combined conditions of sea level rise, high tides, and high frequency storm surge.

Ensure new shoreline structures and major shoreline improvements are designed for use as tidal flood barriers through application of consistent standards that account for future predicted tidal flood conditions.

All seawalls, bulkheads, living shorelines, or retaining walls constructed or altered shall be in compliance with the following minimum standards:

- (1) Responsibility for proper design of seawalls, bulkheads, living shorelines, and retaining walls rests with the engineer who prepares the plans. Each improvement shall be designed to support all loads that may come upon it, to withstand the forces of water, wind, and usage, and to meet the specific requirements of the building and public works departments for location, elevation, and construction. All structures contemplated by this section shall admit of rational analysis in accordance with well-established principles of mechanics and sound engineering practices, and without exceeding the allowed stresses for the various materials as specified in the Florida Building Code.
- (2) Poured in place concrete caps shall not be less than 12 inches in thickness or less than 18 inches in width.
- (3) Bulkheads and seawalls and all parts thereof must be designed to support the estimated or actual imposed load, either dead, live or any other, both during construction and after the completion of such bulkhead or seawall. Seawalls, bulkheads, and any other shoreline protection structures or elements shall be designed and built in a substantially impermeable manner to prevent water from flowing through or over the seawall/shoreline protection while still allowing for the release of hydrostatic pressure from the upland direction, as certified by the design engineer.
- (4) Except as approved by the building department, permanent materials involved in the construction of seawalls, bulkheads, or retaining walls shall include concrete, corrosion-resistant steel, stone masonry, fiber-reinforced or high-performance plastics, or a combination. When reinforced concrete is used, it shall meet the requirements for

proportions, strength and consistency in the Florida Building Code, as shall materials, design and fabrication in the erection of steel.

- (5) Elevation of all seawalls, bulkheads, living shorelines, and retaining walls newly constructed or substantially improved shall be as follows. For the purpose of this section, substantial improvement shall be defined as any seawall repair consisting of 50 percent or more of the current length of the existing barrier, and repairs that are 50 percent or more of the cost of a new seawall along the length of the existing barrier or property shoreline, or any improvement to the seawall which results in an elevation change along 50 percent or more of the length of the structure. This term includes any primary structures on the property which have incurred "substantial damage" regardless of source or actual repair work performed or new structures being built.
- a. For seawalls, bulkheads, living shorelines, and retaining walls that front on the bay: Five feet North American Vertical Datum 88.
  - b. For seawalls, bulkheads, living shorelines, and retaining walls that front on the Gulf of Mexico: Six feet North American Vertical Datum 88.

(6) To the extent practicable, tidal flood barriers shall be designed and constructed so that where a new seawall meets an adjacent existing seawall at the property line, such new construction does not leave gaps where tidal waters can get through.

#### **Sec. 98-102. Cutting, removing tiebacks.**

No tiebacks shall be cut or removed in connection with the construction of facilities other than seawalls, or otherwise, without making provision in some manner to secure the stability of the installation, and such plans shall be approved by the building official prior to the cutting or removing of any tiebacks.

#### **Sec. 98-103. Duty to remove debris, tools, equipment after work completed.**

It shall be unlawful to permit debris, residue, tools and equipment resulting from or used during the progress of the work done under this article to remain in any waterway or on any lots, alleys, streets or thoroughfares for more than 15 days after completion of the work. The responsibility for removal of such debris or equipment is fixed upon the person in whose name the permit required by this article is issued. If the debris, residue, tools or equipment is not removed within the 15-day period, in addition to the penalties for violation thereof, the director of planning and development may enter upon any premises upon which such is found and employ such labor and take such steps as may be reasonably required to remove such. The cost and expense of such removal shall be and become a lien upon the premises improved by the work for which the permit was issued.

#### **Sec. 98-104. Relief from seawall, bulkhead, living shoreline, or retaining wall construction and elevation standards.**

The building official is authorized to grant administrative relief from the construction and/or elevation standards of section 98-101. Any determination made by the Building Official regarding administrative relief under this article may be appealed. Appeals shall be processed

by two Florida State-licensed Building Officials or Professional Engineers retained by the city for such purpose. The actual cost associated with the review and consideration of the appeal, as established by contract with the retained providers, shall be paid by the applicant prior to the appeal being scheduled for review. Variances shall be sought through the submittal of a certification from a licensed Florida engineer with demonstrated proof of specialized marine engineering knowledge and training. The certification shall be submitted in tandem with the building permit for the seawall, bulkhead or retaining wall and subject to the administrative variance fee established by the city's fee schedule. The certification shall affirm, and support through evidence, the following:

- (1) There are special conditions of the upland subject property, existing upland structures or buildings, or vested and permissible upland structures or buildings which the applicant has taken reasonable, investment-backed steps to construct, for which the application of the subject standard will present a hardship;
- (2) The hardship is not predominantly financial in nature unless the cost for compliance with the standards is greater than twenty percent (20%) of the depreciated primary structure value of the property as computed based on the valuations of the Pinellas County Property Appraiser.
- (3) Application of the subject standard will imperil the subject property or a neighboring property;
- (4) The hardship does not result from the upland property owner's unwillingness to modify the site to accommodate retention or detention of a 25 year, 24 hour storm, or such modification would itself rise to the level of a hardship that deprives the applicant reasonable use of the land, structure, or building;
- (5) The variance requested is the minimum necessary to reasonably mitigate the peril that application of the subject standard would otherwise cause.
- (6) The property does not exceed the impervious surface limitations set forth in Sec. 39-94.
- (7) The minimum elevation of the seawall shall be no less than four feet North American Vertical Datum (NAVD).

**Secs. 98-105—98-120. Reserved.**



To: Mayor Tate and City Commissioners  
From: Renee Rose, City Clerk  
Date: May 26, 2026  
Subject: 12-Month Performance Evaluation

## **Background**

At the December 16, 2024, Commission meeting, the City Commission agreed unanimously to an evaluation process for the Charter Officers. The process includes the following:

1. 360 evaluation is conducted anonymously by the City Leadership Team, Charter Officers, a sub-set of the Management Team, those with a direct reporting relationship, and/or one line-staff representative from each department. The holistic results from the staff evaluation will be included in the evaluation packet submitted as part of the agenda packet. The same evaluation is provided to each Commissioner with the understanding that their evaluation will be publicly available with their individual name provided on the completed evaluation.
2. The Charter Officer prepares a self-evaluation.
3. The Charter Officer prepares goals for the next evaluation cycle.
4. The Charter Officer prepares a compensation request with supporting documentation if applicable.
5. The Charter Officer meets with each Commissioner to discuss the 360 evaluation, self-evaluation and goals.
6. The evaluation packet is prepared for a public meeting that includes all the above documents.
7. The Commission completes the evaluation in a publicly noticed meeting and provides direction if applicable.

## **360 Evaluation Results**

Evaluation results are attached to this memo. Summary results are provided for staff responses and individual responses are provided for elected officials.

Common themes included responsiveness, organization, collaboration, and a consistent commitment to transparency and public service. Feedback repeatedly highlighted my ability to serve as a trusted resource to the Commission, staff, and residents while maintaining professionalism and composure in a fast-paced and often high-pressure environment. Evaluators also noted the Clerk's Office's strong coordination across

departments, dependable meeting and agenda management, and continued emphasis on compliance with statutory and procedural requirements.

Additional feedback highlighted the importance of continuing to build upon these strengths through increased delegation, continued process improvements, and additional focus on staff development and employee morale initiatives. Suggestions included establishing more measurable operational goals, expanding opportunities for team development and collaboration, and continuing to utilize best practices and benchmarking opportunities through professional clerk associations.

### **Self-Evaluation**

I am proud to serve as City Clerk for the City of St. Pete Beach and to support the Commission, staff, and community in this role. During this evaluation period, the Clerk's Office continued to provide consistent and reliable support for the City's legislative, records management, and public information functions while managing a significant volume of meetings, public records requests, and statutory responsibilities.

Throughout the year, I remained focused on strengthening operational consistency, improving coordination across departments, and supporting staff development within the Clerk's Office. Emphasis was placed on maintaining transparency, responsiveness, professionalism, and compliance with Florida's public records, Sunshine, ethics, and records retention requirements while continuing to identify opportunities to improve workflows and service delivery.

Feedback received through the evaluation process reflected strong confidence in the professionalism, reliability, responsiveness, and collaborative approach of the Clerk's Office. I appreciate the positive feedback regarding my accessibility, organizational leadership, and commitment to supporting both staff and elected officials. I also appreciate the constructive feedback received regarding delegation, continued process improvements, and opportunities to further strengthen team development and morale initiatives. These are areas I intend to continue focusing on during the next evaluation cycle.

I am especially proud of the professionalism, adaptability, and teamwork demonstrated by Clerk's Office staff throughout the year. Through collaboration and cross-training, the office successfully maintained a high level of service while completing major records digitization and modernization efforts, supporting election administration, and managing increasing operational demands across multiple functional areas.

### **Organizational Accomplishments**

- Under my leadership, the Clerk's Office continued to provide consistent and reliable support for the City's legislative and public records functions while

managing a significant volume of meetings, records requests, and statutory responsibilities.

- During the evaluation period, the Clerk’s Office supported approximately 120 public meetings, including:
  - 37 City Commission meetings
  - 17 Technical Review Committee meetings
  - 13 Special Magistrate hearings
  - 12 Historic Preservation Board meetings
  - 10 Planning Board meetings
  - 10 Board of Adjustment meetings
  - 8 Finance & Budget Review Committee meetings
  - 7 Beach Stewardship Committee meetings
  - 5 Parks & Recreation Advisory Committee meetings
  - 1 Beach Community Meeting
- The Clerk’s Office received and processed 552 public records requests through the JustFOIA platform during the evaluation period, maintaining an average completion time of 1.95 days while continuing to focus on responsiveness, transparency, and compliance with Florida Public Records Law.
- Clerk staff completed major records digitization and preservation efforts, improving accessibility and operational efficiency while supporting long-term records retention compliance. During the evaluation period, approximately 63 cubic feet of records were lawfully disposed of in accordance with Florida records management requirements.
- Continued refinement of agenda development and meeting coordination processes resulted in improved communication and workflow consistency between departments, the Commission, and the Clerk’s Office.
- The Clerk’s Office coordinated municipal election activities in partnership with the Pinellas County Supervisor of Elections, ensuring statutory compliance and providing clear communication to candidates and the public throughout the election process.
- The Clerk’s Office continued serving as an internal resource regarding Sunshine Law requirements, public records compliance, ethics, meeting procedures, and records management best practices.
- Continued staff support was provided for procurement and bid-related processes, including bid openings, advertisements, meeting coordination, and records retention associated with procurement activities.
- Focus remained on fostering continuity and operational stability within the Clerk’s Office through collaboration, cross-training, and professional development among staff members.

### **Goals for May 2026-May 2027**

- Continue enhancing internal coordination and communication related to agenda development and meeting preparation to improve efficiency and consistency organization-wide.

- Continue modernizing records management practices, including additional digitization efforts, retention compliance initiatives, and department training opportunities.
- Identify and implement operational efficiencies within the Clerk's Office that support timely service delivery and reduce administrative burdens where appropriate.
- Continue fostering staff development, cross-training, mentorship, and succession planning within the Clerk's Office to support long-term operational stability and continuity of service.
- Explore opportunities to support and coordinate future Charter Review efforts, including research of municipal best practices and benchmarking through continued involvement with state and county professional clerk associations.
- Create additional opportunities for team development, collaboration, and morale-building initiatives within the Clerk's Office and across departments, including team-building and professional development activities in coordination with the City Manager's Office.
- Continue improving delegation of operational responsibilities while maintaining accountability, responsiveness, and service quality.
- Maintain a high level of responsiveness and transparency in service to the Commission, staff, and public while identifying opportunities to further improve accessibility and public engagement.
- Continue supporting citywide compliance efforts related to Sunshine Law, public records, ethics, and meeting procedures through training, guidance, and collaboration with departments and elected officials.
- Continue supporting organizational modernization efforts, including implementation and refinement of technology systems that improve records management, agenda processes, and operational efficiency.

### **Compensation Request**

Based on a recent salary survey of municipal clerks within Pinellas County, the market compensation range for similarly situated municipal clerk positions is approximately \$108,000 to \$112,000. The current salary for the City Clerk position in the City of St. Pete Beach is below this identified market range. In consideration of the operational responsibilities of the Clerk's Office, measurable organizational outcomes, and the favorable feedback received through the performance evaluation process, I respectfully request that my annual base salary be adjusted to \$109,000.

Additionally, I request that the employment agreement include participation in future annual cost of living adjustment (COLA) percentage increases and merit-based compensation adjustments consistent with those provided to general employees, subject to satisfactory performance evaluations and approval by the City Commission.



# City Clerk Performance Evaluation Results Summary

**Prepared by:** Jody Costello, Human Resources Director

**Employee:** Renee Rose, City Clerk

**Evaluation Period:** May 5, 2025 - May 4, 2026

**Respondents:** 16

## Purpose of This Summary

- This document summarizes survey feedback collected during the evaluation process.
- Commission feedback is non-confidential.
- City Manager, Directors and Direct Report responses are confidential.

## Overall Performance Summary

Overall feedback reflects very strong performance with consistent ratings of highly competent to exceptional.

## Development Themes

- Opportunities to delegate more consistently
- Enhance structured team development and morale initiatives
- Continue improving process efficiency

## Supporting Documentation

- Appendix A: Survey Results
- Appendix B: Full Survey Comment

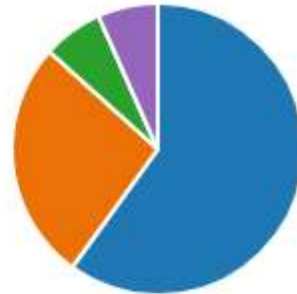
# APPENDIX A

## RENEE ROSE, CITY CLERK

### PERFORMANCE EVALUATION SURVEY RESULTS

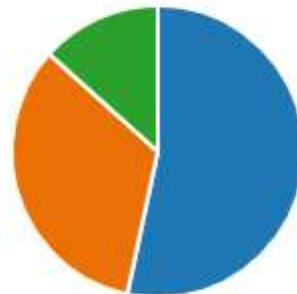
Inspires teamwork and cooperation.

|                    |   |
|--------------------|---|
| ● Exceptional      | 9 |
| ● Highly Competent | 4 |
| ● Competent        | 1 |
| ● Not Competent    | 0 |
| ● Other            | 1 |



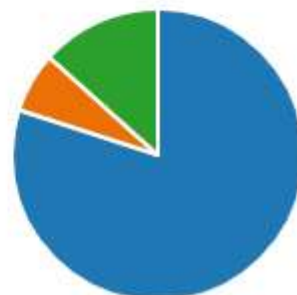
Provides an effective link between staff and the elected officials.

|                    |   |
|--------------------|---|
| ● Exceptional      | 8 |
| ● Highly Competent | 5 |
| ● Competent        | 2 |
| ● Not Competent    | 0 |
| ● Other            | 0 |



Maintains high standards of honesty, integrity, and trust.

|                    |    |
|--------------------|----|
| ● Exceptional      | 12 |
| ● Highly Competent | 1  |
| ● Competent        | 2  |
| ● Not Competent    | 0  |
| ● Other            | 0  |



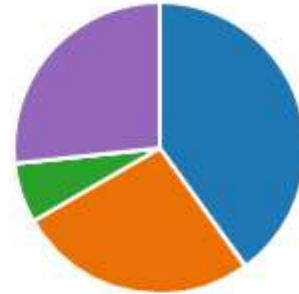
# APPENDIX A

## RENEE ROSE, CITY CLERK

### PERFORMANCE EVALUATION SURVEY RESULTS

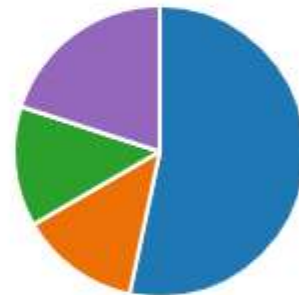
Delegates and holds staff accountable for results.

|                    |   |
|--------------------|---|
| ● Exceptional      | 6 |
| ● Highly Competent | 4 |
| ● Competent        | 1 |
| ● Not Competent    | 0 |
| ● Other            | 4 |



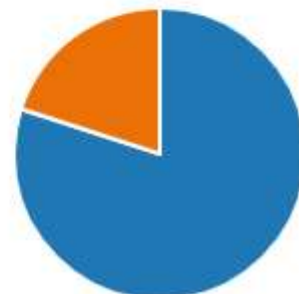
Is action and results oriented and expects this from staff.

|                    |   |
|--------------------|---|
| ● Exceptional      | 8 |
| ● Highly Competent | 2 |
| ● Competent        | 2 |
| ● Not Competent    | 0 |
| ● Other            | 3 |



Is approachable, accessible, and friendly.

|                    |    |
|--------------------|----|
| ● Exceptional      | 12 |
| ● Highly Competent | 3  |
| ● Competent        | 0  |
| ● Not Competent    | 0  |
| ● Other            | 0  |



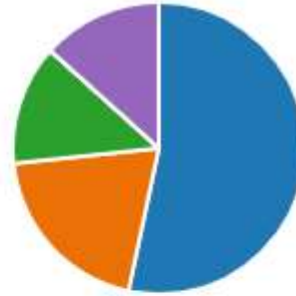
# APPENDIX A

## RENEE ROSE, CITY CLERK

### PERFORMANCE EVALUATION SURVEY RESULTS

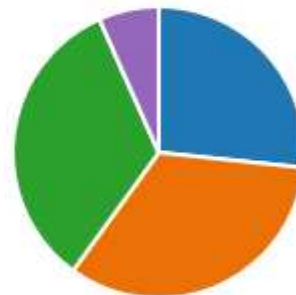
Works to maintain and improve employee morale.

|                    |   |
|--------------------|---|
| ● Exceptional      | 8 |
| ● Highly Competent | 3 |
| ● Competent        | 2 |
| ● Not Competent    | 0 |
| ● Other            | 2 |



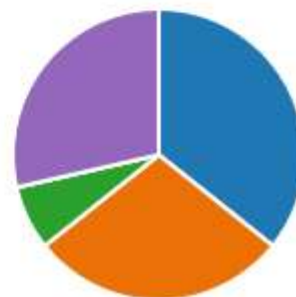
Introduces new ideas, concepts, and best practices.

|                    |   |
|--------------------|---|
| ● Exceptional      | 4 |
| ● Highly Competent | 5 |
| ● Competent        | 5 |
| ● Not Competent    | 0 |
| ● Other            | 1 |



As a leader, conducts productivity and efficient staff meetings.

|                    |   |
|--------------------|---|
| ● Exceptional      | 5 |
| ● Highly Competent | 4 |
| ● Competent        | 1 |
| ● Not Competent    | 0 |
| ● Other            | 4 |



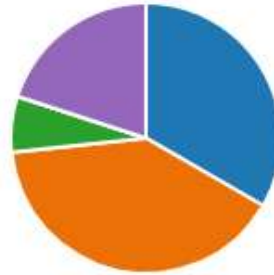
# APPENDIX A

## RENEE ROSE, CITY CLERK

### PERFORMANCE EVALUATION SURVEY RESULTS

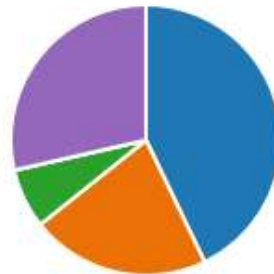
As a leader, is clear about exceptions and outcomes.

|                    |   |
|--------------------|---|
| ● Exceptional      | 5 |
| ● Highly Competent | 6 |
| ● Competent        | 1 |
| ● Not Competent    | 0 |
| ● Other            | 3 |



As a leader, provides guidance and direction to staff - both as a mentor and a coach.

|                    |   |
|--------------------|---|
| ● Exceptional      | 6 |
| ● Highly Competent | 3 |
| ● Competent        | 1 |
| ● Not Competent    | 0 |
| ● Other            | 4 |



## APPENDIX B – FULL SURVEY COMMENTS

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*Note: This appendix contains all survey comments collected through the evaluation process. Commission comments are non-confidential. Identifying details have been removed or generalized to protect anonymity in the other comments. The content reflects the original feedback as closely as possible.*

### **Commission comments:**

#### **Mayor**

Name: Scott Tate

#### **Leadership Comments:**

As the newly elected Mayor, my interactions with Renee have been limited and have not included the opportunity for me to evaluate her interactions with other city staff members. That said, my personal interactions with her have been very good and I am confident in her ability to perform the duties of her role, and to be a good steward of the trust given to her by the City of St. Pete Beach.

#### **Community Relationship Comments:**

As prior noted, my interactions with Renee have been positive, but limited to my personal interactions. I have not seen significant enough examples of community engagement to evaluate her on this topic.

#### **Commissioner - District 1**

Name: Karen Marriott

#### **Leadership Comments:**

The clerk's office seems to be working well with the rest of the city departments

#### **Community Relationship Comments:**

I have not heard any complaints

## Commissioner - District 2

Name: Lisa Robinson

### Leadership Comments:

Renee has done quite well acclimating to the Clerk position in a larger city environment. She is skilled in her knowledge and workings of municipal government, is highly organized and is proficient in the preparation of agendas, meetings, and legal notices. Without working directly in the City Clerks office, I am unaware of staff dealings, expectations and results and feel this evaluation form/template should be better tailored to the actual position duties and responsibilities.

### Community Relationship Comments:

Renee is highly proficient and thorough in drafting, processing and delivering a large volume of public information. She is accessible and pleasant to both the public and the Commission. Her leadership as the City Clerk has been smooth and without complaint.

## Commissioner - District 3

Name: Al Causey

### Leadership Comments:

Excellent commission support. We are fortunate to have such a great person as Renee.

### Community Relationship Comments:

Excellent responsiveness to any requests I've made for various constituent projects like the recent parking survey.

## Commissioner - District 4

Name: John Maldonado

### Leadership Comments:

Renee tackles agenda management no matter the meeting. She consistently goes the extra mile to help team members with items such as Ordinances, Resolutions, Proclamations, and, most times, staff reports. Whether it be a drop-by visit or a random Teams call, you can always count on Renee to lend a helping hand. She always provides detailed responses and researches topics she's unfamiliar with, looping in the Legal team when necessary. She leads by example.

### Community Relationship Comments:

As the primary liaison between residents and the Commission, Renee is crucial in setting high-expectations of customer service. Delegating and ensuring ownership over requests for information (RFI) is crucial to her success. By ensuring timeliness and accuracy are maintained on RFIs, she and her staff establish trust with residents.

## All Other Comments

### Leadership Comments:

Renee consistently demonstrates exceptional performance and a level of professionalism that greatly benefits the entire organization. She is highly reliable and detail-oriented, ensuring that all information provided is accurate, timely, and thorough. Her knowledge of processes and commitment to excellence make her a trusted resource across departments.

She regularly goes above and beyond her core responsibilities, offering support wherever it is needed and proactively assisting other departments to ensure operations run smoothly. Her willingness to collaborate and provide guidance reflects a strong team-first mindset and a genuine dedication to the success of the organization as a whole.

In addition to her technical strengths, she brings a positive and approachable presence to the workplace. She treats everyone with kindness, patience, and respect, fostering strong working relationships and creating a supportive environment. Her professionalism, combined with her thoughtful and considerate nature, makes her an invaluable asset to the City.

It is a true pleasure to work with the City Clerk, Renee, whose professionalism, expertise, and dedication consistently contribute to the success of the organization. She is exceptionally knowledgeable in legislative matters and public records, serving as a reliable resource for guidance and accurate information.

Renee exemplifies the highest standards of professionalism and integrity in her role as City Clerk. Her steady leadership, attention to detail, and deep understanding of statutory and procedural requirements are essential to the smooth and transparent operation of the City. Renee is a trusted institutional resource for the Commission, executive leadership, and staff, and her commitment to accuracy, preparedness, and public service consistently strengthens the organization.

Renee is a solid professional who has an innate understanding of and respect for leadership. She is extremely responsible. Navigating the multiple personalities on the Commission can be a difficult balance, particularly during times of change. She handles this extremely professionally.

Fantastic.

Renee is an absolute breath of fresh air for the City Clerk's office. She is an example of what teamwork means and demonstrates it through her actions daily. Renee takes initiative to not only make sure we have professional agenda packets but has also been known to prepare staff reports for other directors for last minute items to keep us moving at the pace that we are currently at considering all the priorities within the city. She actively participates in a positive manner with the leadership team and treats all her peers with the utmost respect. She is highly reliable and goes the extra mile to keep us all on task and within deadlines. She cares deeply about those she works with, and it shows through the relationships and trust she has built within the city.

Renee is one of the best City Clerk's I had the pleasure of working alongside in my public sector career.

Renee is a leader whom inspires trust from her employees and Commission alike. She displays integrity & holds others accountable, i.e. 1.) Didn't get into specific numbers of support letters received when pressed by the [former elected official] during [past appointment process]; rather held firm to the fact that all candidates "met the minimum requirements" when asked several times. 2.) Pro-actively sent Commission [resolution] to remind them of crucial standards not being followed. Results = Displays professionalism and competency as a seasoned Clerk! Ensures compliance with Sunshine Law requirements and lobbyists reporting. Sets internal goals for self-development; and fosters growth for her staff (CMC; MMC; Records Mgmt certification, etc.) Recommended Improvement: Set measurable goals for 2026-2027. Consider completing Charter Review [heavy lift]; utilize best practices and incorporate "benchmarks" from involvement in County Clerk's Association. Make a concerted effort to improve employee morale by organizing team development days and off-site activities w/support of City Manager.

Renee treats coworkers in a professional way. From what I can see she handles the day-to-day responsibilities of the position well. She communicates well and helps create a positive work environment. An example of that was her participation in our team-building event at [redacted location]. Her actions help contribute to and promote the team aspect of our workplace.

Renee has been nothing short of amazing. She came in at a tough time for the city and immediately starting making an impact with her calm demeanor and helpful approach. She is patient, positive, very professional, fact-based, and an overall pleasure to work along side. We are fortunate to have Renee on our team. If I didn't answer a question above it is because I am not positioned to speak to that particular topic and there isn't an N/A

Renee has been very supportive in helping to prepare agenda reports for city commission items

## **Community Relationship Comments:**

Renee is always approachable and willing to assist, taking the time to answer questions and provide support whenever needed. Her commitment to ensuring agenda items are submitted in a timely manner and meet a high standard of quality is invaluable. Her collaborative attitude and depth of knowledge make her an outstanding partner to work with.

Renee really shines in her interactions with the public. She maintains a highly professional manner with even the most difficult of residents. There are times, unfortunately, when residents can become emotionally charged, and she never feeds into that energy. She remains calm, resolved, and a great face for the city. No nonsense, but in a soft way.

Renee can sometimes be too flexible with other directors' responsibility and the work falls back on her.

Renee consistently publishes agendas on time, responds to and addresses resident concerns, and provides excellent customer service and public information. She is a great source for public information!

Renee collaborates with others to ensure we get the correct information to the public in a timely and professional manner. She supports her team and has created bandwidth in the department so that we never miss deadlines for providing information or staffing the multiple community meetings.

Renee is professional and respectful in her interactions with the public. I see this in commission meetings as well as her correspondence with citizens.

Top notch. Again her focus and priorities are aligned with the other executive leadership within the city so she is very in tune with the community needs.

| <b>City</b>        | <b>Clerk's Salary-CMC or MMC?</b>    | <b>City/Town Population</b> |
|--------------------|--------------------------------------|-----------------------------|
| Belleair           | MMC - \$129,355.20                   | 4200                        |
| Belleair Beach     | No Certification - \$80,000          | 1,610                       |
| Belleair Bluffs    | CMC - \$80,000                       | 2284                        |
| Belleair Shore     | MMC - \$18,900                       | 74                          |
| Clearwater         | MMC - \$169,219.98                   | 117075                      |
| Dunedin            | CMC - \$111,300.80                   | 36000                       |
| Gulfport           | CMC - \$93,023.15                    | 11645                       |
| Indian Rocks Beach | CMC - \$100,000                      | 3600                        |
| Indian Shores      | CMC - \$100,068.00                   | 1200                        |
| Kenneth City       | CMC - \$85,000                       | 5000                        |
| Largo              | CMC - \$139,728.79                   | 84341                       |
| Madeira Beach      | MMC--\$135,397.40                    | 3900                        |
| N. Redington Beach | N/A - Clerk is Town Admin.           | 1427                        |
| Oldsmar            | CMC - \$94,560.96                    | 14800                       |
| Pinellas Park      | MMC - \$131,923                      | 55055                       |
| Redington Beach    | CMC - \$76,679                       | 1224                        |
| Redington Shores   | Currently Vacant - \$70,000-\$90,000 | 2167                        |
| Safety Harbor      | CMC - \$118,402.95                   | 16762                       |
| Seminole           | CMC - \$94,225                       | 19395                       |
| South Pasadena     | N/A - Clerk is Town Admin.           |                             |
| St. Petersburg     | CMC - \$179,266                      | 260000                      |
| St. Pete Beach     | CMC - \$97,470                       | 9000                        |
| Tarpon Springs     | CMC - \$155,716                      | 25522                       |
| Treasure Island    | No Certification-\$108,000           | 6500                        |

| <b>Scenario</b>        | <b>Increase %</b> | <b>Dollar Increase</b> | <b>New Salary</b> |
|------------------------|-------------------|------------------------|-------------------|
| Current Salary         | —                 | —                      | \$97,470          |
| COLA Only (example 3%) | 3%                | \$2,924                | \$100,394         |
| COLA + 2% Merit        | 5%                | \$4,874                | \$102,344         |
| 8% Adjustment          | 8%                | \$7,798                | \$105,268         |
| 10% Adjustment         | 10%               | \$9,747                | \$107,217         |
| 12% Adjustment         | 12%               | \$11,696               | \$109,166         |
| 15% Adjustment         | 15%               | \$14,621               | \$112,091         |
| Prior Clerk Salary     | —                 | —                      | \$117,500         |

**CITY OF ST. PETE BEACH, FLORIDA  
FIRST ADDENDUM TO CITY CLERK EMPLOYMENT AGREEMENT**

**THIS FIRST ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT** (the "Addendum") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF ST. PETE BEACH, FLORIDA, a Florida municipal corporation (the "City"), and the City Clerk, RENEE ROSE an individual (the "Employee") (collectively the "Parties"), concerning that certain City of St. Pete Beach, Florida City Manager Employment Agreement, dated \_\_\_\_\_ ("Agreement").

**WITNESSETH:**

**WHEREAS**, City and Employee desire to amend the Agreement pursuant to Section 1.2 of the Agreement, which expressly authorizes the Parties to amend the Agreement by executing a written amendment signed by both Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree 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. For purposes of the amendments set forth in this Addendum, additions are set forth in underlined (underlined) text, and deletions are set forth in strikethrough (~~strikethrough~~) text.

**2. Section 1.2** of the Agreement shall be amended as follows:

**Section 1.2** \_\_. Effective May 5, 2026, Employee's annual base salary shall be adjusted to \$ \_\_\_\_\_ . Employee's base salary shall be increased as of September 28, 2026 to match any increase granted for cost of living adjustments (COLA) at the same COLA percentage increase as the general and management employees. Beginning Fiscal Year 2026-2027 and continuing thereafter during the term of the Agreement, Employee shall be eligible to receive annual cost of living adjustment (COLA) percentage increases and merit-based compensation adjustments on the same basis as those approved for general employees, subject to satisfactory performance evaluations and approval by the City Commission.

**4. Effective Date.** This Addendum shall become effective upon the date that this Addendum is signed by both Parties.

**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.

EMPLOYEE:

\_\_\_\_\_  
Renee Rose

Date: \_\_\_\_\_

ATTEST:

CITY OF ST. PETE BEACH:

\_\_\_\_\_  
Renee Rose, City Clerk

\_\_\_\_\_  
Scott Tate, Mayor

Date: \_\_\_\_\_

Approved as to form and legal sufficiency for the  
use and reliance of the City of St. Pete Beach only:

\_\_\_\_\_  
Vose Law Firm LLP, City Attorney