

Attachment 3 to Staff Report for September 28, 2021 Richmond City Council Meeting

Review of Community Benefits Negotiation Policies

A few jurisdictions have adopted policies *requiring private developers to negotiate community benefits agreements* for certain proposed projects – in at least one case through direct conversation with community representatives. While it is common for local officials to *encourage* such negotiations, only a few jurisdictions are experimenting with *requiring* such negotiations.

The groundbreaking Detroit ordinance has faced numerous challenges in policy development, enactment, and implementation. The new St. Petersburg policy has yet to be implemented. We can explore the possible opportunities and also the limitations of Community Benefits Negotiation Policies as our work with the City of Richmond moves forward.

I. Policies Requiring Negotiation of Community Benefits.

a. City of Detroit, Michigan

i. **Overview.** In 2016, Detroit became the first major city to adopt a city-wide Community Benefits Negotiation Policy.¹ The policy, codified as the “Detroit Community Benefits Ordinance,” (the “Ordinance”) was adopted through a ballot initiative. Voters faced a choice between the initiative ultimately adopted, and a separate initiative placed on the ballot by community advocates and containing comparatively stronger negotiation requirements, covering a wider range of projects.² The Ordinance is attached.

The Ordinance establishes a process for certain proposed development projects, aimed at facilitating an agreement between the City’s planning director and the proposed project’s developer, “specifically address[ing] the issues raised” by a “Neighborhood Advisory Council.” If the developer violates the agreement, the Neighborhood Advisory Council can report violations and request hearings from the City Council.

ii. **Coverage and Requirements.** The Ordinance establishes conditions for two “tiers” of projects:

Tier 1: A project that is valued at least \$75 million *or* for which the developer requests at least \$1 million in land or tax abatements from the City.

¹ City of Detroit, Community Benefits Ordinance. Access [here](#).

² Model D. *Comparing the two community benefits ordinances*. Access [here](#).

Tier 2: A project that is not eligible as a Tier 1 project, but that is valued at least \$3 million, and requests at least \$300,000 in land transfers or tax abatements from the City.

For Tier 1 projects, the Ordinance requires the following:

- At least one public meeting in the area impacted by the project prior to requesting approval for City funds; in this meeting, the planning director presents information about the proposed project, its potential impacts, and the proposed mitigations.
- At least one meeting between the Neighborhood Advisory Council and the developer during the project approval phase and one meeting per year during the project term; in this meeting, council is invited to “make the developer aware” of their concerns about the project; City Council may (with a two-thirds majority vote) require the developer to participate in additional meetings.
- Submission of a “Community Benefits Report” to the City Council that includes (a) how notice was given for the public meeting, (b) a list of the Neighborhood Advisory Council members and the selection process, (c) the concerns raised by NAC, and (d) a response to each concern (either how it will be addressed or why it will not be addressed); these responses are often co-drafted by the developer and the planning staff.

For Tier 2 projects, the ordinance does not require community engagement. Instead, the developer is required to work with the Planning Director to “promote” local hiring and to mitigate any negative impacts on the community.³

iii. **Enforcement.** Ultimately, the community benefits provisions established through the Ordinance’s procedures are included in a development agreement, which also includes enforcement mechanisms (e.g., “claw back of City-provided benefits, revocation of land transfers or land sales, debarment, and proportionate penalties and fees”) and any additional community engagement requirements. While the Ordinance does not attempt to require a Tier 1 developer to also enter a legally binding agreement with a non-City entity, the developer can voluntarily choose to do so, so long as the agreement does not create a “conflict of interest” with the City.⁴

³ §14-12-4

⁴ 14-12-3(e)(3)

iv. **Exemptions.** The Ordinance indicates that the City Council may waive the its requirements if the compliance is deemed “impractical or infeasible” and the developer will otherwise provide community benefits.⁵

v. **Results.** Since adoption, this Ordinance has been applied to at least eleven projects. Across the projects, developers averaged around five meetings with the Neighborhood Advisory Council per project.⁶ Most or all of these efforts resulted in the projects committing to a range of community benefits, which, as described above, are captured in agreements with the City. However, as this implementation experience has played out, many (including the City Council’s Legislative Policy Division as well as the Equitable Detroit Coalition) have criticized the ordinance, calling for lowering the threshold for project coverage, expanding the area whose residents are eligible to negotiate, ratifying contracts between the community and the developer, and increasing penalties for developer non-compliance.⁷

b. City of St. Petersburg, Florida

i. **Overview.** On July 22, 2021, the City Council of St. Petersburg established a Community Benefits Negotiation Policy (the “Policy”).⁸ The Policy requires the developer of a proposed project to negotiate with a committee of community representatives; it applies to projects slated to receive an investment by the City of at least \$400,000. As with the Detroit ordinance, the Policy establishes structures under which community benefits will ultimately be incorporated into agreements between the City and project developers, which are enforceable by the City (with community oversight). In addition, the Policy establishes a CBA fund that will receive developer contributions and distribute them into the relevant community area.

ii. **Projects Covered.** The Policy covers three tiers of projects – in each case, if the proposed project in question would receive at least \$400,000 of City investment:

Tier 1: A project that is valued at least \$2 million and receives either at least \$10 million in city funding *or* at least 20% of the project costs are funded by the city.

Tier 2: A project that is valued at least \$4 million and receives at least \$15 million in city funding *or* the funding comprises at least 20% of the project costs.

⁵ §14-12-5

⁶ Journal of Community Practice. Detroit’s community benefits ordinance: setbacks and opportunities to giving residents a voice in development. 2021. Access [here](#). Link straight to the text.

⁷ City Council’s Legislative Policy Division’s Proposed Amendments. 2018. Access [here](#). Equitable Detroit Development Coalition’s Amendments. Access [here](#).

⁸ Agenda from City Council hearing (7/22/2021) that includes CB Agreement policy as an attachment. Access [here](#). See also [St. Petersburg to require developers who get city money to provide community benefits \(yahoo.com\)](#) and [St. Petersburg City Council moves ahead on community benefit agreement \(tampabay.com\)](#).

Tier 3: A project that is least \$8 million and receives at least \$25 million in city funding *or* the funding comprises at least 20% of the project costs.

As described below, Policy requirements vary based on a project's tier.

iii. *Community Engagement.* For covered projects of any tier, the Policy requires two public meetings with the neighborhood where the project is located: one after the City and developer have agreed upon a draft term sheet; and second meeting after a complete proposed development agreement has been negotiated between the City and developer. In addition, the Policy creates a "Community Benefits Agreement Advisory Council," comprised of one City Council member and eight community members, to weigh in on the proposed term sheet and development agreement as well.

iv. *Community Benefits Requirements.* For covered projects of any tier, the Policy requires local hire, a community impact report, and a minimum of 10% small and minority-owned business participation. For projects for which City funding would comprise 20% of project costs, the project must satisfy specified energy performance standards.

For Tier 2 projects, the Policy requires the project to (i) establish or make use of a construction apprenticeship program; (ii) aim for 20% small and minority-owned business participation; and (iii) either provide two forms of city-wide improvements (which can be satisfied by a negotiated community benefit) *or* contribute to a community benefits fund that will do so.

For Tier 3 projects, the Policy requires the project to (i) aim for 30% small or minority-owned business participation; and (ii) either provide "responsible" wages and benefits (as defined in other City law), housing subsidies for employees below state wage, or another benefit negotiated with the community. The benefits offered must be "commensurate with the City's contribution to the project."

v. *Enforcement.* The Policy tasks the Community Benefit Agreement Advisory Council to work with City staff to monitor compliance with the Policy; enforcement lies with the City. The Policy requires that the developer submit quarterly reports on the community benefits in the agreement.

vi. *Exemptions.* The Policy establishes opportunity for exemptions for the following types of projects: construction or renovation of City-owned facilities, or other public construction projects; mixed-use projects with at least 30% affordable housing; projects advanced by non-profit developers, and historic preservation projects. Projects for which the developer can show that the project "receives community support" and is in one of several specified underserved communities can file for a financial hardship waiver and exemption. Interestingly, the Policy specifically states that the Tropicana Field Redevelopment Project is *ineligible* for any exemptions.

**NOTICE OF
ENACTMENT OF ORDINANCE**

To: THE PEOPLE OF DETROIT,
MICHIGAN.

Through an initiative submitted by City Council resolution, the people of the City of Detroit adopted the following ordinance at the November 8, 2016 General Election:

**ORDINANCE NO. 35-16
CHAPTER 14.
COMMUNITY DEVELOPMENT
ARTICLE XII.
COMMUNITY BENEFITS**

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 14 of the 1984 Detroit City Code, *Community Development*, is amended by adding Article XII, *Community Benefits*, which consists of Sections 14-12-1 through 14-12-5, to read as follows:

**CHAPTER 14.
COMMUNITY DEVELOPMENT
ARTICLE XII.
COMMUNITY BENEFITS**

Sec. 14-12-1. Purpose; Title.

(a) The City is committed to community outreach and engagement that promotes transparency and accountability and ensures development projects in the City of Detroit benefit and promote economic growth and prosperity for all residents.

(b) This article shall be known as the "Detroit Community Benefits Ordinance."

Sec. 14-12-2. Definitions.

Community Benefits Provision means the agreement made by and between the Planning Director and the Developer which specifically addresses the issues raised by the NAC.

Enforcement Committee means a committee led by the City's Corporation Counsel and composed of representatives from the Planning and Development Department, Law Department, Human Rights Department, and other relevant City departments as determined by the Planning Director.

Impact Area means an area determined by the Planning Director that includes all census tracts or census block groups in which the Tier 1 Project is located, and any other areas as determined by the Planning Director.

NAC means the Neighborhood Advisory Council.

Planning Director means the Director of the City of Detroit's Planning and Development Department, or a member of the Planning Director's staff working on behalf of the Planning Director.

Tier 1 Development Project means a development project in the City that is expected to incur the investment of Seventy-five Million Dollars (\$75,000,000) or more during the construction of facilities, or to begin or expand operations or renovate structures, where the developer of the project is negotiating public support for investment in one or both of the following forms:

(1) Any transfer to the developer of City-owned land parcels that have a cumulative market value of One Million Dollars (\$1,000,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates (where allowed by law); or

(2) Provision or approval by the City of tax abatements or other tax breaks that abate more than One Million Dollars (\$1,000,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

Tier 2 Development Project means a development project in the City that does not qualify as a Tier 1 Project and is expected to incur the investment of Three Million Dollars (\$3,000,000) or more, during the construction of facilities, or to begin or expand operations or renovate structures, where the Developer is negotiating public support for investment in one or both of the following forms:

(1) Land transfers that have a cumulative market value of Three Hundred Thousand Dollars (\$300,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates; or

(2) Tax abatements that abate more than Three Hundred Thousand Dollars (\$300,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

Sec. 14-12-3. Tier 1 Projects.

(a) *Community Engagement Process for Public Meeting.*

(1) Prior to submitting to City Council a request for approval of Land transfers or Tax abatements related to a Tier 1 Project, the Planning Director shall hold at least one public meeting in the Impact Area as defined in this Section.

(2) The City Clerk shall forward notice of the public meeting via First Class Mail no less than 10 days before such meeting to all City of Detroit residents within three hundred radial feet of the Tier 1 Project. The notice shall include:

a. The time, date and location of the public meeting;

b. General information about the Tier 1 Project;

c. A description of the Impact Area and the location of the Tier 1 Project;

d. Information related to potential impacts of the Tier 1 Project and possible mitigation strategies; and

(3) In addition to the notice requirement contained in Subsection (2) of this section, the Planning Director shall work with the District Council Member or Members representing the district or districts where the Tier 1 Project is located and at least one At-large Council Member to ensure that local residents, businesses, and organizations, especially those located in the Impact Area and those expected to be directly impacted by the Tier 1 project are informed of the public meeting.

(4) At the public meeting, the Planning Director will present general information about the Tier 1 Project, discuss ways in which the Tier 1 Project is anticipated to impact the local community, and ways in which the Developer and the Planning Director plan to address or mitigate these impacts.

(5) City Council shall appoint a liaison from the Legislative Policy Division to monitor the community engagement process and provide updates to the City Council.

(6) The Planning Director shall provide notice to the liaison of all upcoming meetings and activities associated with the community engagement process related to the Tier 1 Project.

(b) *Neighborhood Advisory Council.*

(1) The Planning Director will accept nominations to the NAC from any person that resides in the Impact Area.

(2) All residents over the age of 18 that reside in the Impact Area are eligible for nomination.

(3) The NAC shall consist of nine members, selected as follows:

a. Two Members selected by residents of the Impact Area chosen from the resident nominated candidates;

b. Four Members selected by the Planning Director from the resident nominated candidates, with preference given to individuals the Planning Director expects to be directly impacted by the Tier 1 Project;

c. One Member selected by the Council Member in whose district contains the largest portion of the Impact Area from the resident nominated candidates; and

d. One Member selected by the At-Large Council Members from the resident nominated candidates.

(4) If the Planning Director receives less than nine nominations, the Planning Director may seek out additional nominations from individuals that live outside the Impact Area but within the City Council district or districts where the Tier 1 Project is located.

(5) All actions of the NAC may be taken with the consent of a majority of NAC members serving.

(c) *Engagement with Developer.*

(1) In addition to the meeting required in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the NAC and the Developer to allow the NAC to learn more details about the project and to provide an opportunity for the NAC to make Developer aware of concerns raised by the NAC.

(2) City Council by a 2/3 vote of members present or the Planning Director may facilitate additional meetings which the Developer, or the Developer's designee, shall participate in as directed.

(3) As part of community engagement the developer, or their designee, shall be required to meet as directed.

(d) *Community Benefits Report.*

(1) The Planning Director shall provide a Community Benefits Report to City Council regarding the Tier 1 Project prior to the request for any approvals related to the Tier 1 Project.

(2) The Community Benefits Report shall contain:

a. A detailed account of how notice was provided to organize the public meeting.

b. A list of the NAC members, and how they were selected.

c. An itemized list of the concerns raised by the NAC.

d. A method for addressing each of the concerns raised by the NAC, or why a particular concern will not be addressed.

(3) The Planning Director, where possible, shall provide a copy of the Community Benefits Report to the NAC prior to submission to City Council.

(4) To ensure an expeditious community engagement process, the Planning Director, where possible, shall submit the initial Community Benefits Report within six weeks from the date the notice is sent of the public meeting.

(5) The Planning Director shall work with City Council to assure that, to the maximum extent possible, all of the approvals required of City Council may be considered simultaneously and subject to one approval vote.

(6) The Planning Director shall work with other City departments to facilitate that Tier 1 Projects receive expedited City-required approvals.

(e) Development Agreement.

(1) All development agreements made between the Developer and the City related to the land transfers or tax abatements associated with a Tier 1 Project shall include the Community Benefits Provision, which shall include:

a. Enforcement mechanisms for failure to adhere to Community Benefits Provision, that may include but are not limited to, clawback of City-provided benefits, revocation of land transfers or land sales, debarment provisions and proportionate penalties and fees; and

b. The procedure for community members to report violations of the Community Benefits Provision to the NAC.

c. The length of time that Annual Compliance Reports as outlined in Subsection (f)(2) of this section, are required to be submitted.

d. Continued community engagement or community meeting requirements.

(2) The Developer shall not be required to enter into a legally binding agreement with any individual or organization other than the City for the express purpose of fulfilling the requirements of this ordinance or other City-mandated community engagement processes.

(3) The Developer may voluntarily enter into any contract or agreement related to the Tier 1 Project that does not pose a conflict of interest with the City.

(f) Enforcement.

(1) An Enforcement Committee shall be established to monitor Tier 1 projects.

a. The Enforcement Committee shall be comprised of, at minimum, the following four individuals:

i. Corporation Counsel for the City of Detroit; or their designee;

ii. a representative from the Planning and Development Department;

iii. a representative from the Law Department;

iv. a representative from the Human Rights Department.

b. In addition to the members of the Enforcement Committee as identified in Subsection (1)a of this section, the Planning Director may require that other departments participate in the Enforcement Committee as needed.

(2) The Enforcement Committee shall provide a biannual compliance report to the City Council and the NAC for the time period identified in the Community Benefits Provision.

(3) The Planning Director shall facilitate at least one meeting per calendar year between the NAC and the Developer to discuss the status of the Tier 1 Project for the time period identified in the Community Benefits Provision.

(4) The NAC shall review any allegations of violations of the Community Benefits Provision provided to it by the community, and may report violations to the Enforcement Committee in writing.

(5) Upon receipt of written notification of allegations of violation from the NAC, the Enforcement Committee shall investigate such allegations and shall present their written findings to the NAC based upon the following:

a. Whether the Developer is in compliance with the Community Benefits Provision; and

b. How the Community Benefits Provision will be enforced or how violations will be mitigated.

(6) The findings of the Enforcement Committee shall be presented to the NAC no later than 21 days from the date the violations were reported to the Enforcement Committee, unless the need for additional time is reported to City Council and the NAC within the original 21 day time frame.

(7) If the NAC disagrees with the findings of the Enforcement Committee or determines that the Enforcement Committee is not diligently pursuing the enforcement or mitigation steps outlined in its findings, the NAC may send notice to the Enforcement Committee, and the Enforcement Committee shall have 14 days from receipt of notice to respond to the concerns outlined.

(8) If the NAC is not satisfied with the Enforcement Committee's response, the NAC may petition the City Clerk and request that City Council schedule a hearing with opportunity for both the Enforcement Committee and the NAC to present information related to the alleged violations of the Community Benefits Provision and any enforcement or mitigation efforts that have occurred.

(9) If City Council elects to hold a hearing, or based upon the written information submitted, City Council shall determine whether the Enforcement Committee has made reasonable efforts to ensure that the Developer has complied with the Community Benefits Provision.

a. If City Council determines that the Enforcement Committee has made reasonable efforts, City Council shall notify the NAC and the Enforcement Committee of their findings.

b. If City Council finds that the Enforcement Committee has not made reasonable efforts, City Council shall make specific finding to the Enforcement Committee on the steps that need to be taken to comply with the Community Benefits Provision.

i. The Enforcement Committee shall provide City Council and the NAC monthly updates on compliance actions until City Council adopts a resolution declaring that the Developer is in compliance with the Community Benefits Provision or has taken adequate steps to mitigate violations.

ii. City Council may hold additional hearings related to enforcement of the Community Benefits Provision as needed.

Sec. 14-12-4. Tier 2 Projects.

(a) Developers shall:

(1) Partner with the City, and when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents consistent with State and Federal Law.

(2) Partner with the Planning Director to address and mitigate negative impact that the Tier 2 Project may have on the community and local residents.

(b) The Developer's commitment as identified in Subsection (a) of this section shall be included in the development agreements related to any land transfers or tax abatements associated with the Tier 2 Project for which the Developer seeks approval.

Section 14-12-5. Exemptions.

The requirements of this ordinance may be waived by resolution of the City Council upon submission by either the Planning Director or the Developer identifying reasons that the requirements of this ordinance are impractical or infeasible and identifying how the Developer will otherwise provide community benefits.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. The article added by this ordinance has been enacted as comprehensive local legislation. It is intended to be the sole and exclusive law regarding its subject matter, subject to provisions of state law.

(J.C.C. page):

Passed:

Approved: November 8, 2016

Certified by the Board of

County Canvassers: November 22, 2016

Published: November 29, 2016

Effective: November 29, 2016

JANICE M. WINFREY

Detroit City Clerk

NOTIFICACIÓN DE PROMULGACIÓN DE ORDENANZA

Para: EL PUEBLO DE DETROIT, MICHIGAN.

A través de una iniciativa presentada por una resolución del Consejo de la Ciudad, el pueblo de la ciudad de Detroit adoptó la siguiente ordenanza en la Elección General del 8 de noviembre de 2016:

ORDENANZA NO. 35-16

CAPÍTULO 14. DESARROLLO COMUNITARIO

ARTÍCULO XII. BENEFICIOS COMUNITARIOS

POR MEDIO DE LA PRESENTE SE ORDENA A LA GENTE DE LA CIUDAD DE DETROIT QUE:

Sección 1. El Capítulo 14 del Código de la Ciudad de Detroit, *Desarrollo comunitario*, es enmendado al añadir el Artículo XII, *Beneficios comunitarios*, que consiste en las Secciones 14-12-1 hasta 14-12-5, según lo siguiente:

CAPÍTULO 14. DESARROLLO COMUNITARIO

ARTÍCULO XII. BENEFICIOS COMUNITARIOS

Sección 14-12-1. Propósito; Título.

(a) La Ciudad está comprometida a un alcance y participación comunitarios que promuevan la transparencia y la confianza, aseguren el desarrollo de proyectos en beneficio de la Ciudad de Detroit y promuevan el crecimiento económico y la prosperidad para todos los residentes.

(b) Este artículo será conocido como "Ordenanza de Beneficios comunitarios de Detroit". **Sección 14-12-2. Definiciones.**

Provisión de beneficios comunitarios significa el acuerdo hecho por y entre el Director de planificación y el Desarrollador quien específicamente trata los asuntos presentados por el NAC.

Comité de Aplicación significa un comité liderado por el Consejo Corporativo de la ciudad y compuesto por representantes del Departamento de Desarrollo y Planificación, el Departamento Legal, el Departamento de Derechos humanos y otros departamentos relevantes de la ciudad, según lo determinado por el Director de Planificación.

Área de Impacto significa un área determinada por el Director de Planificación que incluye a todas las secciones censales o grupos de bloques censales en los que se localiza el Proyecto Tier 1 y cualquier otra área, según lo determinado por el Director de Planificación.

NAC significa Consejo de Consulta Comunitario.

Director de Planificación significa el director del Departamento de Planificación y desarrollo de la Ciudad de Detroit, o un miembro del personal del Director de Planificación que trabaje en nombre del Director de Planificación.

Proyecto de Desarrollo Tier 1 significa un Proyecto de desarrollo en la ciudad que se espera incurra en la inversión de setenta y cinco millones de dólares (\$75.000.000) o más durante la construcción de instalaciones, la expansión de operaciones o la renovación de estructuras, en donde el desarrollador del proyecto está negociando el apoyo público para la inversión en una o ambas de las siguientes formas:

(1) Cualquier transferencia al desarrollador de los terrenos propiedad de la ciudad que tienen un valor de mercado acumulativo de un millón de dólares (\$1,000,000) o más (según lo determinado por el asesor de la ciudad o un valuador independiente), sin abrir a subasta y las tasas por debajo de las del mercado (según lo permitido por la ley); o

(2) Provisión o aprobación de la reducción de impuestos u otras provisiones fiscales que reduzcan más de un millón de dólares (\$1,000,000) de impuestos locales que tengan efecto directamente sobre el Desarrollador, pero no incluyan una reducción de impuestos en la Zona Empresarial del Vecindario.

Proyecto de Desarrollo Tier 2 significa un proyecto de desarrollo en la Ciudad que no califica como Proyecto Tier 1 y se espera que incurra la inversión de tres millones de dólares (\$3.000.000) o más,

durante la construcción de instalaciones, para comenzar la expansión de operaciones o la renovación de estructuras, en donde el desarrollador del proyecto está negociando el apoyo público para la inversión en una o ambas de las siguientes formas:

(1) Transferencias de terrenos que tienen un valor de mercado acumulativo de trescientos mil dólares (\$300,000) o más (según lo determinado por el asesor de la ciudad o un valuador independiente), sin abrir a subasta y las tasas por debajo de las del mercado (según lo permitido por la ley); o

(2) Reducción de impuestos que reduzcan más de trescientos mil dólares (\$300,000) de impuestos locales que tengan efecto directamente sobre el Desarrollador, pero no incluyan una reducción de impuestos en la Zona de Empresas del Vecindario.

Sección 14-12-3. Proyectos Tier 1.

(a) *Proceso de Participación Comunitaria para la Reunión Pública.*

(1) Antes de enviar una petición al Consejo de la Ciudad para la aprobación de las transferencias de terreno o reducciones de impuestos relacionadas con un Proyecto de Tier 1, el Director de planificación debe tener al menos una reunión pública en el Área de impacto, según es definida en esta Sección.

(2) El Secretario de la ciudad debe enviar un aviso por correo tradicional no menos de 10 días antes de tal reunión a todos los residentes dentro de un radio de trescientos pies del Proyecto Tier 1. La notificación debe incluir:

a. La hora, fecha y ubicación de la reunión pública;

b. Información general sobre el Proyecto Tier 1;

c. Una descripción del Área de impacto y la ubicación del Proyecto Tier 1;

d. La información relacionada con los impactos potenciales del Proyecto Tier 1 y las posibles estrategias de mitigación; y

(3) Además del requisito de notificación contenido en la Subsección (2) de esta sección, el Director de planificación debe trabajar con el miembro o miembros del Consejo Distrital quienes representan al distrito o distritos en donde se localiza el Proyecto Tier 1 y al menos un miembro totalitario del Consejo para asegurar que los residentes, negocios y organizaciones locales, especialmente aquellos localizados en el Área de impacto y aquellos que se espera que se vean afectados directamente por el Proyecto Tier 1, sean informados de la reunión pública.

(4) En la reunión pública, el Director de planificación presentará información general sobre el Proyecto Tier 1, discutirá formas en las que se anticipa que el Proyecto Tier 1 tendrá impacto sobre la comunidad local y las formas en las que Desarrollador y el Director de planificación planean tratar o mitigar dichos impactos.

(5) El Consejo de la Ciudad deben nombrar un enlace de la División de Políticas legislativas para monitorear el proceso de participación comunitaria y proporcionar actualizaciones al Consejo de la Ciudad.

(6) El Director de planificación debe proporcionar al enlace notificación de todas las próximas reuniones y actividades asociadas con el proceso de participación comunitaria relacionado con el Proyecto Tier 1.

(b) *Consejo de Consulta Comunitario (NAC).*

(1) El Director de planificación aceptará nominaciones del NAC de cualquier persona que reside en el Área de impacto.

(2) Todos los residentes del Área de impacto mayores de 18 años de edad son elegibles para nominación.

(3) El NAC debe consistir en nueve miembros seleccionados de la siguiente forma:

a. Dos miembros seleccionados por residentes del Área de impacto, elegidos de los candidatos residentes nominados;

b. Cuatro miembros seleccionados por el Director de Planificación de entre los candidatos residentes nominados, con preferencia por los individuos que el Director de Planificación espera que reciban un impacto

directo por el Proyecto Tier 1;

c. Un miembro seleccionado por el miembro del Concejo en cuyo distrito se encuentre la mayor porción del Área de impacto entre los candidatos residentes nominados; y

d. Un miembro seleccionado por todos los miembros del Concejo de entre los candidatos residentes nominados.

(4) Si el Director de Planificación recibe menos de nueve nominaciones, el Director de Planificación puede buscar nominaciones adicionales entre individuos que vivan fuera del Área de impacto, pero dentro del distrito del Consejo de la Ciudad o de los distritos donde se ubica el Proyecto Tier 1.

(5) Todas las acciones del NAC pueden ser tomadas con el consentimiento de la mayoría de los miembros del NAC.

(c) *Compromiso con el Desarrollador.*

(1) Además de la reunión requerida en la Subsección (a) (1) de esta sección, el Director de Planificación deberá facilitar al menos una reunión entre el NAC y el Desarrollador para permitir que el NAC conozca más detalles del proyecto y proporcionar una oportunidad al NAC de dar a conocer al Desarrollador las preocupaciones levantadas por el NAC.

(2) El Consejo de la Ciudad, con votos de 2/3 de los miembros, o el Director de planificación pueden facilitar reuniones adicionales con el Desarrollador, o el designado del Desarrollador, deben participar según se indique.

(3) Como parte de la participación de la comunidad se deberá requerir una reunión al Desarrollador o a su designado, según lo indicado.

(d) *Reportes de Beneficios Comunitarios.*

(1) El Director de Planificación deberá proporcionar un Reporte de beneficios comunitarios al Consejo de la Ciudad respecto al Proyecto Tier 1 antes de solicitar cualquier aprobación relacionada con el Proyecto Tier 1.

(2) El Reporte de beneficios comunitarios deberá contener:

a. Un reporte detallado de cómo se proporcionó la notificación para organizar la reunión pública.

b. Una lista de los miembros del NAC y cómo fueron seleccionados.

c. Una lista de las preocupaciones levantadas por el NAC.

d. Un método para tratar cada una de las preocupaciones presentadas por el NAC o por qué no será tratada cierta preocupación.

(3) El Director de Planificación, en donde sea posible, deberá proporcionar una copia del Reporte de beneficios comunitarios al NAC antes de presentarlo al Consejo de la Ciudad.

(4) Para asegurar un proceso de participación comunitario sin problemas, el Director de Planificación, en donde sea posible, deberá enviar el Reporte de beneficios comunitarios inicial dentro de las primeras seis semanas a partir de la fecha en que se envíe la notificación de la reunión pública.

(5) El Director de Planificación deberá trabajar con el Consejo de la Ciudad para asegurar que, al mayor grado posible, todas las aprobaciones requeridas del Consejo de la Ciudad pueden considerarse simultáneamente y estar sujetas a la aprobación por un voto.

(6) El Director de Planificación deberá trabajar con otros departamentos de la ciudad para facilitar que los Proyectos Tier 1 reciban aprobaciones aceleradas requeridas por la ciudad.

(e) *Acuerdo de desarrollo.*

(1) Todos los acuerdos de desarrollo hechos entre el Desarrollador y la Ciudad relacionados con la transferencia de terrenos o reducción de impuestos asociados con el Proyecto Tier 1 deben

incluir la Provisión de beneficios comunitarios, que deberá incluir:

a. Los mecanismos de refuerzo por fallas para adherir a la Provisión de beneficios comunitarios, que puede incluir, mas no está limitado a, la recuperación de beneficios provistos por la ciudad, la revocación de transferencia o venta de terrenos, la inhabilitación de provisiones y multas y tarifas proporcionales; y

b. El procedimiento para que los miembros de la comunidad reporten al NAC las violaciones de la Provisión de beneficios comunitarios.

c. La cantidad de tiempo en que se requiere que se presenten los Reportes de cumplimiento anuales, según lo descrito en la Subsección (f)(2) de esta sección.

d. Los requisitos de participación comunitaria o reuniones comunitarias.

(2) No se deberá requerir al Desarrollador que entre en un acuerdo legalmente vinculante con cualquier individuo u organización diferente a la ciudad con el propósito expreso de cumplir los requisitos de esta ordenanza u otros procesos de participación comunitaria ordenados por la ciudad.

(3) El Desarrollador puede participar voluntariamente en cualquier contrato o acuerdo relacionado con el Proyecto Tier 1 que no represente un conflicto de intereses con la ciudad.

(f) Refuerzo.

(1) Se deberá establecer un Comité de Aplicación para supervisar los proyectos Tier 1.

a. El Comité de Aplicación deberá incluir, al menos, a los siguientes cuatro individuos:

i. Un Consejero de Corporación para la ciudad de Detroit, o su designado;

ii. un representante del Departamento de Desarrollo y Planificación;

iii. un representante del Departamento Legal;

iv. un representante del Departamento de Derechos Humanos.

b. Además de los miembros del Comité de Aplicación identificados en la Subsección (1) a de esta sección, el Director de Planificación puede requerir que otros departamentos participen en el Comité de Aplicación según sea necesario.

(2) El Comité de Aplicación deberá proporcionar un reporte de cumplimiento semestral al Consejo de la Ciudad y al NAC durante el período identificado en la Provisión de beneficios comunitarios.

(3) El Director de Planificación deberá facilitar al menos una reunión por año calendario entre el NAC y el Desarrollador para discutir el estado del Proyecto Tier 1 durante el período identificado en la Provisión de beneficios comunitarios.

(4) El NAC deberá revisar cualquier alegato de violación de la Provisión de los beneficios comunitarios proporcionado por la comunidad, y puede reportar las violaciones al Comité de Aplicación por escrito.

(5) Después de recibir la notificación por escrito de los alegatos de violación de parte del NAC, el Comité de Aplicación deberá investigar tales alegatos y deberá presentar sus descubrimientos por escrito al NAC basándose en lo siguiente:

a. Si el Desarrollador cumple con la Provisión de beneficios comunitarios; y

b. Cómo se hará cumplir la Provisión de beneficios comunitarios o cómo se mitigarán las violaciones.

(6) Los descubrimientos del Comité de Aplicación deberán presentarse al NAC en no más de 21 días posteriores a la fecha en que fueron reportadas las violaciones al Comité de Aplicación, a menos que la necesidad de tiempo adicional sea reportada al Consejo de la Ciudad y al NAC dentro de los 21 días originales.

(7) Si el NAC no está de acuerdo con los

descubrimientos del Comité de Aplicación o determina que el Comité de Aplicación no persigue diligentemente la aplicación o los pasos de mitigación descritos en sus descubrimientos, el NAC puede enviar una notificación al Comité de Aplicación, y el Comité deberá tener 14 días desde la recepción de la notificación para responder a las preocupaciones descritas.

(8) Si el NAC no está satisfecho con la respuesta del Comité de Aplicación, el NAC puede solicitar al Secretario de la ciudad que el Consejo de la Ciudad programe una audiencia con la oportunidad de que tanto el Comité de Aplicación y el NAC presenten información relacionada con las supuestas violaciones de la Provisión de beneficios comunitarios y cualquier esfuerzo de aplicación o mitigación que hayan ocurrido.

(9) Si el Consejo de la Ciudad elige realizar una audiencia o, según la información escrita presentada, el Consejo de la Ciudad deberá determinar si el Comité de Aplicación ha realizado esfuerzos razonables para asegurar que el Desarrollador haya cumplido con la Provisión de beneficios comunitarios.

a. Si el Consejo de la Ciudad determina que el Comité de Aplicación ha realizado esfuerzos razonables, el Consejo de la Ciudad deberá notificar al NAC y al Comité de Aplicación sus descubrimientos.

b. Si el Consejo de la Ciudad descubre que el Comité de Aplicación no ha realizado esfuerzos razonables, el Consejo de la Ciudad deberá especificar al Comité de Aplicación los pasos necesarios para cumplir con la Provisión de beneficios comunitarios.

i. El Comité de Aplicación deberá proporcionar al Consejo de la Ciudad y al NAC actualizaciones mensuales sobre el cumplimiento de las acciones hasta que el Consejo de la Ciudad adopte una resolución declarando que el Desarrollador cumple con la Provisión de los beneficios comunitarios o ha tomado los pasos adecuados para mitigar las violaciones.

ii. El Consejo de la Ciudad puede llevar a cabo audiencias adicionales relacionadas con la aplicación de la Provisión de beneficios comunitarios según sea necesario.

Sección 14-12-4. Proyectos Tier 2.

(a) Los Desarrolladores deberán:

(1) Asociarse con la ciudad y, cuando sea apropiado, una agencia de desarrollo de fuerza laboral para promover la contratación, entrenamiento y empleabilidad de los residentes de Detroit, en concordancia con las leyes federales y estatales.

(2) Asociarse con el Director de Planificación para tratar y mitigar el impacto negativo que el Proyecto Tier 2 podría tener sobre la comunidad y los residentes locales.

(b) El compromiso del Desarrollador, según lo identificado en la Subsección (a) de esta sección deberá incluirse en los acuerdos de desarrollo relacionados con cualquier transferencia de terrenos o reducciones de impuestos asociados con el Proyecto Tier 2 para los que el Desarrollador busque aprobación.

Sección 14-12-5. Exenciones.

Los requisitos de esta ordenanza se pueden obviar por resolución del Consejo de la Ciudad después de que el Director de Planificación o el Desarrollador presenten las razones que identifiquen que los requisitos de esta ordenanza son imprácticos o no son factibles e identifiquen cómo es que el Desarrollador proporcionará alternativamente los beneficios a la comunidad

Sección 2. Todas las ordenanzas, o partes de ordenanzas, que entren en conflicto con esta

ordenanza son repelidas.

Sección 3. Esta ordenanza se declara necesaria para la conservación de la paz pública, la salud, la seguridad y el bienestar del pueblo de la ciudad de Detroit.

Sección 4. El artículo añadido por esta ordenanza ha sido promulgado como legislación local integral. Tiene la intención de ser una única y exclusiva ley en cuanto a su asunto, sujeta a provisiones de la ley estatal.

(J.C.C. página) :

Pasado:

Aprobado: 8 de noviembre de 2016

Certificado por la Junta de Colportores del Condado: 22 de noviembre de 2016

Publicado: 29 de noviembre de 2016

Efectivo: 29 de noviembre de 2016

JANICE M. WINFREY
Secretaria de la Ciudad

Exhibit 6 – Establishing Ordinance

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA ESTABLISHING A COMMUNITY BENEFIT PROGRAM FOR NEW DEVELOPMENT AND REDEVELOPMENT PROJECTS IN THE CITY MEETING CERTAIN REQUIREMENTS; PROVIDING FINDINGS, INTENT, AND DEFINITIONS; IDENTIFYING THE MINIMUM COMMUNITY BENEFITS FOR CERTAIN PROJECTS; ESTABLISHING THE PROCEDURES FOR ENSURING THAT COMMUNITY BENEFITS ARE INCORPORATED INTO A COMMUNITY BENEFIT AGREEMENT; ESTABLISHING EXEMPTIONS; REQUIRING REVENUES FROM COVERED PROJECTS TO BE DEPOSITED INTO A DESIGNATED FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City of St. Petersburg, Florida does ordain:

Section One. The St. Petersburg City Code is hereby amended by adding a new Article XI to Chapter 2, to read as follows:

ARTICLE XI. – COMMUNITY BENEFIT PROGRAM.

Sec. 2-520. – Findings and Intent.

The City finds that certain new development and redevelopment projects present unique opportunities for collaboration among the City, a developer, and the community. These collaborations will acknowledge that new development and redevelopment projects often have impacts to the community, and that specific amenities and best practices provided by these projects can mitigate and even create positive benefits for a surrounding neighborhood and the City at large. The City intends to administer this community benefit program to ensure that covered projects under this Article provide tangible benefits to the citizens of St. Petersburg in exchange for the City’s participation in the project, and to maximize the returns on the public investment.

Sec. 2-521. – Definitions.

City participation value means the total monetary value of contributions made by the City to a covered project, including but not limited to: monetary incentives, ad valorem tax exemptions as may be permitted by law, and the provision of land below fair market value. City participation value does not include any benefits given (a) as a matter of right via petition or application or (b) given through a quasi-judicial process.

Community benefit agreement means a written agreement between a developer and the City which incorporates community benefits identified by this Article that will be provided by the developer. The community benefits to be provided by the developer may be in a standalone agreement with the City, or may be included in a development agreement, a contract for purchase, or other document executed by the developer and the City.

Covered project means any Tier 1 project, Tier 2 project, or Tier 3 project.

Developer means the person responsible for the development of a covered project.

Development has the meaning set forth in F.S. ch. 163, part II.

Historically designated property shall mean a property, structure, or building either: (i) designated as a local landmark under Chapter 16 of City Code, (ii) identified as contributing resources to a local historic district, or (iii) listed on the National Register of Historic Places.

Tier 1 project means any new development or redevelopment project that has a total construction cost equal to or greater than \$2 million and that has a City participation value equal to or greater than 20% of the total construction cost OR any new development or redevelopment project that has City participation value equal to or greater than \$10 million, regardless of construction cost.

Tier 2 project means any new development or redevelopment project that has a total construction cost equal to or greater than \$4 million and that has a City participation value equal to or greater than 20% of the total construction cost OR any new development or redevelopment project that has City participation value equal to or greater than \$15 million, regardless of construction cost.

Tier 3 project means any new development or redevelopment project that has a total construction cost equal to or greater than \$8 million and that has a City participation value equal to or greater than 20% of the total construction cost OR any new development or redevelopment project that has City participation value equal to or greater than \$25 million, regardless of construction cost.

Total construction cost means the estimated total cost of building construction as stated in a complete site plan or building permit application accepted by the City, not including design costs. The total construction cost must be approved by the City in its sole and absolute discretion prior to commencing action pursuant to this Article.

Sec. 2-522. – Required community benefits for covered projects.

(a) For Tier 1 projects, the developer shall satisfy the following requirement, in addition to any other agreed-upon contractual requirements as provided for in the guidance documents:

- (1) File a construction planning worksheet;
- (2) Hold two public meetings (see Section 2-523(b) and (g));
- (3) Submit a complete community benefit impact report;
- (4) Adhere to the City’s Land Development Regulations; and
- (5) Complete one sustainability initiative as set forth in the City’s Integrated Sustainability Action Plan.

(b) For Tier 2 projects, the developer shall satisfy the following requirements, in addition to any other agreed-upon contractual requirements as provided for in the guidance documents:

- (1) Complete all requirements for Tier 1 projects;
- (2) Establish or utilize an existing apprenticeship program registered with the State of Florida, industry certification training program, or an on-the-job training program for local residents; and
- (3) Select at least two additional City-approved items from the guidance document for Tier 2 projects.

(c) For Tier 3 projects, the developer shall satisfy the following requirements, in addition to any other agreed-upon contractual requirements as provided for in the guidance documents:

- (1) Complete all requirements for Tier 1 and Tier 2 projects collectively; and
- (2) Select at least one additional City-approved item from the guidance document for Tier 3 projects.

(d) Guidance for these requirements is currently available in City Council Resolution 2021-_____, which may be superseded by future resolutions of City Council.

Sec. 2-523. – Procedures for evaluating the community benefits of a covered project to be included in the community benefit agreement.

(a) The developer shall submit a complete community benefit impact report, the form and content of which shall be established by the City in its sole and absolute discretion.

- (b) The developer shall conduct a public meeting to seek input from the surrounding neighborhoods and community.
- (c) The City and developer shall negotiate and generate a non-binding term sheet that, at a minimum, must include the following information:
 - (1) A detailed description of the project including the City's contribution;
 - (2) A calculation of the City participation value, as a total monetary value and as a percentage of the total construction cost, including the specific contributions being made by the City;
 - (3) The total construction cost of the covered project;
 - (4) The specific community benefits proposed by the developer to address the requirements set forth in Section 5-522; and
 - (5) Any exemptions to this Article being sought by the developer.
- (d) Once the requirements of (a)-(c) have been completed, the Mayor shall appoint two *ad hoc* members to the City's Community Benefit Advisory Council (CBAC), the CBAC being established by resolution of City Council, and City Council shall appoint two *ad hoc* members and one City Council representative to the CBAC by resolution specifically for the project.
- (e) Upon finalizing the CBAC members for the project, the City and developer shall seek input from the CBAC at a public meeting.
- (f) Following input from CBAC, the developer and City may commence the negotiation and preparation of the community benefit agreement.
- (g) If a community benefit agreement is negotiated and prepared, a second public meeting shall be conducted to obtain input from the surrounding neighborhoods and community.
- (h) The developer and City shall seek CBAC input regarding the community benefit agreement.
- (i) A final community benefit agreement shall be presented to City Council for its consideration and is subject to approval only by resolution of City Council. Concurrently with presenting such agreement to City Council, administration shall provide City Council with an information sheet regarding compliance with this Article, in a format to be set forth by resolution.

Sec. 2-524. – Exemptions to the requirements of this Article.

The City may grant an exemption to the requirements of this Article in the following circumstances:

- (a) When a covered project involves multiple dwelling units and at least 30% of the dwelling units are designated as affordable or workforce housing, as those terms are defined in Chapter 17.5 of the City Code, the entirety of the otherwise covered project may be granted an exemption. For mixed-use projects, that portion of the total construction cost attributable to the residential portion of the project may be subtracted from the total construction cost for the purposes of determining whether the project is a covered project, when at least 30% of the dwelling units are designated as affordable or workforce housing.
- (b) Otherwise covered projects that involve the annexation of real property into the City's jurisdictional boundaries may be granted an exemption, in whole or in part.
- (c) When a covered project involves a single historically designated property, the project may be granted an exemption. For projects with multiple properties with portions that contain historically designated properties, that portion of the total construction cost attributable to the historically designated property may be subtracted from the total construction cost for the purposes of determining whether the project is a covered project.

- (d) Otherwise covered projects located in the South St. Petersburg Community Development Area or in Qualified Census Tracts, as defined in section 42 (d)(5)(C) of the Internal Revenue Code of 1986, are exempt from the requirements of Section 2-522 if the developer can demonstrate that a financial hardship due to the application of Section 2-522 would prevent the project from moving forward.
- (e) Other exemptions to the requirements set forth in this Article may be requested by the developer. Exemptions may be granted only when the developer is able to demonstrate to the satisfaction of the City that an alternative benefit exists that is of substantially similar value to those benefits set forth in Section 2-522.

All exemptions under this section are subject to review by City Administration and final approval by the City Council.

Sec. 2-525. – Revenues generated by covered projects subject to a community benefits agreement.

All revenues generated by covered projects subject to a community benefit agreement under this Article must be received by the City and shall be deposited into the Community Benefit Agreement Fund established by Ordinance No. _____.

Sec. 2-526. – Inapplicable Projects

This Article shall not apply to the lease agreements, construction or renovations of City-owned facilities, or other public construction projects.

Section Two. The provisions of this ordinance are supplemental and in addition to other economic development programs or efforts of the City of St. Petersburg.

Section Three. The provisions of this ordinance shall not supersede any City Codes or ordinances in effect on its effective date but authorizes the adoption of ordinances which specifically implement and further the purposes of this ordinance.

Section Four. The provisions of this ordinance shall be deemed to be severable and the and the invalidity of any provision shall not affect the remaining provisions.

Section Five. This ordinance shall become effective immediately upon its adoption.

 /s/Bradley Tennant
City Attorney (designee)
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Exhibit 7 – CBA Fund Ordinance

ORDINANCE NO. _____

AN ORDINANCE CREATING A COMMUNITY BENEFIT AGREEMENT FUND (“CBA FUND”); SETTING FORTH PURPOSES; ESTABLISHING FUNDING FOR CBA FUND; PROVIDING FOR THE USE OF CBA FUND FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SUPPLEMENTAL EFFECT OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

WHEREAS, Chapter 166.021 (1) and (2), Florida Statutes provide:

(1) As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.

(2) “Municipal purpose” means any activity or power which may be exercised by the state or its political subdivisions.

; and

WHEREAS, the City of St. Petersburg has experienced significant growth in recent years, including development in which the City has contributed significant value, either directly or indirectly, to many projects; and

WHEREAS, the City seeks to balance that growth with the health, safety, and welfare of the general public by requiring developers, in certain circumstances, to address the impacts of their developments with both the residents of the City and the surrounding neighborhoods most impacted by such growth; and

WHEREAS, the City has established a program in which developers, in certain circumstances, are required to enter into community benefit agreements and/or pay to the City a fee in lieu of such agreements (“CBA Program”); and

WHEREAS, any payments to be generated by the CBA Program will be set forth, in detail, in an agreement with the developer and approved by City Council; and

WHEREAS, the City deems it necessary to establish a specific fund to manage any such payments, as well as criteria guiding the use of such funds; and

WHEREAS, it is appropriate for the City to codify such guiding principles.

The City of St. Petersburg does ordain:

Section 1. The recitals to this ordinance are expressly made a part of this ordinance.

Section 2. Findings of fact. The City finds that the foregoing recitals are true and correct and that it is necessary and in fulfillment of a paramount public purpose for the City to undertake the activities authorized by this ordinance in order to improve the economic condition of the City, to improve neighborhoods, to increase the property values in neighborhoods, and provide for development consistent with the will of the electorate of the City.

Section 3. The purpose of this ordinance is to authorize the use of City funds and services to create and maintain the CBA Fund, identify a funding source for the CBA Fund, and identify the uses for which money in the CBA Fund can be spent.

Section 4. Revenues generated from the CBA Program shall be deposited in the CBA Fund and their use shall be limited as set forth herein.

Section 5. Money in the CBA Fund must be expended in Qualified Census Tracts, as defined under section 42 (d)(5)(C) of the Internal Revenue Code of 1986 and updated from time to time, and shall only be expended in a manner to facilitate the economic development or promote the health, safety, and welfare of individuals or groups within the Qualified Census Tracts.

Section 6. All expenditures from the CBA Fund will be approved by City Council, either as individual appropriations or as a collective annual budget.

Section 7. The provisions of this ordinance are supplemental and in addition to other economic development programs or efforts of the City of St. Petersburg.

Section 8. The provisions of this ordinance shall not supersede any City Codes or ordinances in effect on its effective date but authorizes the adoption of ordinances which specifically implement and further the purposes of this ordinance.

Section 9. The provisions of this ordinance shall be deemed to be severable and the and the invalidity of any provision shall not affect the remaining provisions.

Section 10. This ordinance shall become effective immediately upon its adoption.

 /s/Bradley Tennant
City Attorney (designee)
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Exhibit 8 – Community Benefit Advisory Council Resolution

Resolution No. 2021 - _____

A RESOLUTION ESTABLISHING A COMMUNITY BENEFIT ADVISORY COUNCIL (“CBAC”) AS AN OFFICIAL CITY ADVISORY COMMITTEE; ESTABLISHING MEMBERSHIP; PROVIDING FOR FILLING VACANCIES; ESTABLISHING DUTIES AND RESPONSIBILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 22, 2021, City Council adopted Ordinance 2021-_____, which created a new program requiring developers to enter into community benefit agreements (“CBA(s)”) or make payments into an associated fund in certain circumstances; and

WHEREAS, the Mayor and City Council agree that creating a dialogue among the neighborhoods, the private sector (both for-profit and not-for-profit organizations), and the public sector on pertinent issues related to economic growth and the impact to different areas of the City will assist the City in determining where the City’s policies and resources should be focused in order to best serve the public interest; and

WHEREAS, the CBAC will provide this advice on both a case-by-case basis and on a general programmatic level; and

WHEREAS, the membership will be set at nine members, with four members appointed by the Mayor and four appointed by City Council, as well as a City Council member selected by City Council; and

WHEREAS, four members, two appointed by City Council and two appointed by the Mayor, will be appointed for three-year terms (“Standing Members”); and

WHEREAS, each of the Standing Members will be required to reside in a different Council District than the other Standing members; and

WHEREAS, four members, two appointed by City Council and two appointed by the Mayor, will be appointed in response to a specific CBA proposal (“Ad Hoc Members”), and shall serve until the specific CBA project is either approved by City Council or the proposal is withdrawn by the City or the developer of the project; and

WHEREAS, each of the Ad Hoc Members will be required to either: (i) reside within one mile of where the proposed project is to be located, or (ii) reside within the neighborhood where the proposed project is to be located; and

WHEREAS, one City Council member will be selected by City Council to serve on the CBAC for each project with the same term as an Ad Hoc Member; and

WHEREAS, the Mayor and City Council will appoint the initial Standing Members concurrently with the appointment of the first Ad Hoc Members, at a time as set forth in City Code; and

WHEREAS, the CBAC is established as set forth in this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Community Benefit Advisory Committee is hereby established to provide advice to the City regarding growth and development throughout the City; that the Committee size shall be eight members, with two Standing Members and two Ad Hoc Members appointed by City Council and two Standing Members and two Ad Hoc Members appointed by the Mayor; that Standing Members will be appointed for three-year terms and Ad Hoc Members will be appointed for specific projects with terms limited to the time necessary to negotiate said project or until such project is withdrawn from consideration by the developer or the City; that Standing Members shall be appointed from four different City Council Districts and Ad Hoc Members shall be appointed from either (i) within one mile of where the proposed project is to be located, or (ii) within the neighborhood where the proposed project is to be located; that one City

Council member shall be selected by City Council to serve on the CBAC for each project for the same term as an Ad Hoc Member.

BE IT FURTHER RESOLVED that vacancies shall be filled by the appointer of the vacated position.

BE IT FURTHER RESOLVED that the charges and responsibilities of the CBAC shall be as follows:

- To advise the City on the CBA Program, including how best to measure community impact and how to assure enforcement.
- To advise the City on individual development projects presented to the CBAC.
- To advise the City on community and neighborhood engagement.

BE IT FURTHER RESOLVED that the initial Standing Members shall be appointed, by City Council and the Mayor, no later than the day on which the initial Ad Hoc Members and City Council member are appointed, as set forth in City Code, for the first applicable project.

This Resolution shall become effective immediately upon adoption.

Approvals:

Legal: /s/ Bradley Tennant _____
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Administration: /s/ Brian Caper for Alan DeLisle _____

Exhibit 9 – Information Sheet Resolution

Resolution No. 2021-_____

A RESOLUTION APPROVING THE FORM OF THE PROPOSED INFORMATION SHEET, ATTACHED HERETO AS EXHIBIT “A”, FOR USE BY CITY ADMINISTRATION AS SET FORTH IN ORDINANCE 2021-_____; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of St. Petersburg, Florida approved Ordinance 2021-_____ on July 22, 2021 (“CBA Ordinance”), which required that the City utilize community benefit agreements as set forth therein and to provide certain disclosures to City Council when such agreements are brought before City Council for approval (“Information Sheet”); and

WHEREAS, per the CBA Ordinance, the City Council will approve the form of the Information Sheet by resolution, as it may be amended from time to time; and

WHEREAS, per the CBA Ordinance, the Information Sheet shall generally include information to assist City Council in determining compliance with the CBA Ordinance and policy guidelines; and

WHEREAS, City Administration, in conjunction with members of the City Council and the City Attorney’s office, have drafted the proposed Information Sheet, attached as Exhibit “A”, which includes detailed information regarding guidance and options available to developer of projects; and

WHEREAS, Administration recommends approval of the attached Information Sheet.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the form of the proposed Information Sheet, attached hereto as Exhibit “A”, is hereby approved for use by City Administration as set forth in Ordinance 2021-_____.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: /s/ Bradley Tennant
00570788.doc v2

Administration: /s/ Brian Caper for Alan DeLisle