



Stormwater Improvement Grant Program Policy Guidelines and Eligibility

1. Purpose:

The City of Safety Harbor (the "City") offers the Stormwater Improvement Grant Program ("Program") as a mechanism to encourage property owners located within the City's municipal boundaries to improve flooding and water quality in residential neighborhoods. Ultimately, the Program is intended to support Best Management Practices (BMPs) to manage stormwater.

2. Financial Assistance:

The Program may provide financial assistance of up to a 50% match, not to exceed \$25,000 for an individual property or \$50,000 for an application for multiple properties (including Homeowners Associations). No grant award is guaranteed. Grant awards are subject to the discretion and approval of the City Commission, budget availability, and application compliance with Program guidelines and eligibility. Under this Program, the applicant property owner is required to pay for the improvements in full and submit requests for reimbursement to the City for completed projects. Reimbursement is contingent upon approval of field inspections by the City Public Works department. Grant approval is required prior to the start of work with the exception below.

Homeowners that completed projects leading up to or immediately after Hurricanes Helene and Milton (2025) are eligible to apply for retroactive reimbursement subject to the maximum amounts, eligibility, and processes listed herein.

3. Program Eligibility:

For the convenience of the property owner(s), samples of projects BMPs suitable for this Program have been included as an appendix to this document. To be eligible for a grant, the proposed project must meet the following criteria:

- I. Proposed improvements must be located within the City municipal boundaries. Properties must be incorporated within the City boundaries and must be identified as a homestead property within the Pinellas Property Appraiser site (with the exception of Homeowners Association common space). Unincorporated County parcels are ineligible.
- II. Proposed improvements must not pose a risk to adjacent properties (reference Appendix B).
- III. Proposed improvement will have a significant beneficial impact in at least one of the following areas:
 - a) Flood Mitigation – resolves a nuisance flooding issue. Examples include installation of new stormwater pipes, structures, grassed swales, and detention/retention areas designed by a licensed professional engineer.
 - b) Erosion Control – minimize bank erosion in water bodies (e.g. creeks, detention ponds) to maintain storage capacity, prevent sediment and nutrients from negatively impacting water quality, and stabilize banks. Improvement examples include but are not limited to installation of geo-tubes, geotextile fabric, erosion control mats, and rock riprap.
 - c) Water Quality – reduction in nutrients (e.g. nitrogen, phosphorus), bacteria, or other unfavorable constituents within the private stormwater management system prior to discharging to the City's drainage system or receiving water body. Examples of improvements that promote improved water quality include but are not limited to

exfiltration trench, grassed swales, constructed wetlands, water quality inlets, separation devices, aerators, fountains, or other mechanism to induce water circulation and increase dissolved oxygen in receiving waters.

- IV. Projects identified as deferred maintenance are not eligible for this Program. Grant applications will not be considered for deferred maintenance projects.
- V. Grant applicants may not be awarded more than one grant from this Program within the same fiscal year.

4. Project Proposals

Grant applications shall include a project proposal which outlines the work to be completed. For an application to be deemed ready for review, project proposal shall include (at a minimum):

- Completed Private Stormwater Improvement Grant Application Form
- Cost estimate for project completion including a minimum of one contractor quote to verify quantities and costs of the proposed improvements.
- Map indicating project location to include parcel identification numbers.
- Photos of existing conditions marked with notes for the proposed improvements.
- Summary of project benefits (e.g. flood mitigation extents, water quality improvements, etc.)
- Proposed project timeline to include start date and completion date.

Engineering drawings for design and permitting of infrastructure are not required to be eligible for this Program, however, projects that include these documents will be prioritized. Refer to Appendix A for example BMP's.

5. Evaluation of Eligibility

To assess eligibility for the Program, grant applications will be ranked based on the factors outlined in Sections 5.1 and 5.2. The ranking criteria below will be applied to project applications to assess effectiveness and feasibility. The City has sole discretion to determine whether to accept or decline a submitted application.

5.1 Individual Property

Grant applications will be awarded a final score based on the sum of scores for all criteria listed.

Grant Program Alignment	
3	Significant benefit to flood mitigation, erosion control, and/or water quality improvements
2	Some benefit to flood mitigation, erosion control, and/or water quality improvements
1	Minimal benefit to flood mitigation, erosion control, and/or water quality improvements

Constructability	
3	Design is constructible as submitted and permits have been acquired
2	Design efforts are in progress and feasibility is likely
1	Further development of design is required to evaluate feasibility

Timeline	
Construction Only	
3	Project is anticipated to be constructed within 1 year
2	Project is anticipated to be constructed in more than 1 year and less than 3 years
1	Project is anticipated to be constructed in more than 3 years and less than 5 years
Design and Construction	
3	Project is anticipated to be constructed within 18 months
2	Project is anticipated to be constructed in within 3 years
1	Project is anticipated to be constructed in more than 3 years and less than 5 years

Criticality	
3	Project provides remediation to an area in need of immediate stormwater improvement
2	Project provides benefits to an area in need of stormwater improvement
1	Project impacts an area that has minimal or no known flooding or water quality concerns

Implementation Costs	
3	Property owner has secured full funding for the portion of the project not covered by the grant.
2	Property owner has secured partial funding allocated for design and construction
1	Property owner is still in need of funding for upfront costs

Previous Grant Awards*	
-3	Grant was awarded during current fiscal year; 30% or less of the project has been completed
-2	Grant was awarded during current fiscal year; between 30% and 70% of the project has been completed
	Grant was awarded during a previous fiscal year; project has not been completed or closed

*This set of criteria only applies to applicants that have previously been awarded a grant under this program.

Grant applications for individual private residents may receive a maximum score of 15 points.

5.2 Multiple Properties & Homeowners Associations (HOA)

Grant applications will be awarded a final score based on the sum of scores for all criteria listed.

Grant Program Alignment	
3	Significant benefit to flood mitigation, erosion control, and/or water quality improvements
2	Some benefit to flood mitigation, erosion control, and/or water quality improvements
1	Minimal benefit to flood mitigation, erosion control, and/or water quality improvements

Project Impact	
3	Project impacts greater than five (5) properties
2	Project impacts two (2) to five (5) properties
1	Project impacts one (1) property

Constructability	
3	Design is constructible as submitted and permits have been acquired
2	Design efforts are in progress and feasibility is likely
1	Further development of design is required to evaluate feasibility

Timeline	
Design and Construction	
3	Project is anticipated to be constructed within 18 months
2	Project is anticipated to be constructed in within 3 years
1	Project is anticipated to be constructed in more than 3 years and less than 5 years
Construction Only	
3	Project is anticipated to be constructed within 1 year
2	Project is anticipated to be constructed in more than 1 year and less than 3 years
1	Project is anticipated to be constructed in more than 3 years and less than 5 years

Criticality	
3	Project provides remediation to an area in need of immediate stormwater improvement
2	Project provides benefits to an area in need of stormwater improvement
1	Project impacts an area that has minimal or no known flooding or water quality concerns

Implementation Costs	
3	Property owner has secured full funding for the portion of the project not covered by the grant
2	Property owner has secured partial funding allocated for design and construction
1	Property owner is still in need of funding for upfront costs

Maintenance Capability	
3	Homeowner Association is staffed to maintain infrastructure and is in good standing with existing permits and local regulations
2	Homeowner Association does not have staff to maintain new infrastructure and is in good standing with existing permits and local regulations.
1	Homeowner Association is not in good standing with existing permits and local regulations

Previous Grant Awards*	
-3	Grant was awarded during current fiscal year; 30% or less of the project has been completed
-2	Grant was awarded during current fiscal year; between 30% and 70% of the project has been completed
-1	Grant was awarded during a previous fiscal year; project has not been closed

**This set of criteria only applies to applicants that have previously been awarded a grant under this program.*

Grant applications for multiple property owners and HOAs may receive a maximum score of **21** points.

6. Grant Application Process:

Applications can be submitted via mail or email and will be reviewed on a quarterly basis.

Grant applications shall be reviewed on a rolling basis and will be funded per the adopted budget for the current fiscal year. Applications will be reviewed for eligibility by the Public Works Department then ranked based on alignment with Program objectives and cost effectiveness by City staff. Once City staff review is complete, the grant applications will be presented to the Sustainability Advisory Board for review on a quarterly basis. City staff and the Sustainability Advisory Board will submit their review to the City Commission for final approval of grant award. No grant award is guaranteed. Approval of an application by the City Commission shall not constitute a commitment or entitlement to payment of any approved grant funds.

Method of Application Submittal:

Mail to the attention of:

Attn: Jamie Ahrens, Assistant Public Works Director
City of Safety Harbor Public Works
1200 Railroad Avenue
Safety Harbor, FL 34695

E-mail to the attention of:

Assistant Public Works Director, Jamie Ahrens
cahrens@cityofsafetyharbor.com

Award and Agreement:

Once an application has been approved for a grant award, the applicant will be required to execute a grant agreement with the City. The grant agreement between the City and the property owner(s) will contain specific conditions on how the grant will be managed and when reimbursement of expenditures may be paid. Additional documents may be required to be executed prior to reimbursement eligibility including a requirement to accept perpetual maintenance responsibility for projects. It is the responsibility of the applicant property owner(s) to submit paid invoices and other project closure documentation as specified in the project proposal in order to receive reimbursement.

Applicant will be responsible for adhering to the project timeline as finalized in the grant agreement. Extensions may be issued once the project has commenced. Grantee must provide justification for timeline extension, including project specific documentation. Extensions shall be issued at the discretion of the City and the grant agreement formally renewed.



Complete this application in its entirety and submit along with all supporting documentation. Documentation submitted separately from the application will not be considered in eligibility review. See Eligibility Guidelines and Application Instructions for information on application submittal

APPLICANT INFORMATION

First Name: Last Name:

Street Address:

City:

State: Zip Code:

Phone Number:

*Email Address:

PROJECT CONTACT INFORMATION

List the contact information for the contractor (as applicable).

First Name: Last Name:

Title:

Phone Number:

*Email Address:

PROJECT ENGINEER CONTACT INFORMATION

List the contact information for the project engineer (if applicable).

First Name: Last Name:

Phone Number:

*Email Address:

PROJECT DETAILS

Project Location (Address):

Provide a brief description of the project:

Explain the benefit this project provides, and how it aligns with the eligibility requirements:

Please include any relevant project maps and documents to support the application and indicates project need.

PROJECT FUNDING INFORMATION

Funding Amount Requested:

NOTE: Amount Requested may not exceed 50 percent of total project cost.
Maximum reimbursement of \$25,000 for individuals and \$50,000 for multiple homes.

Total Project Cost:

Applicant’s Match Amount:

Does the applicant have funds available and budgeted to pay for the applicant’s share of the project cost (Yes or No)?

Check off all the permits anticipated for this project.

Permitting Agency	Required Permit Applications
City of Safety Harbor	<div><input type="checkbox"/> Right-Of-Way/Easement Use Permit Applications</div> <div><input type="checkbox"/> Excavation & Fill Permit Applications</div> <div><input type="checkbox"/> Building Permit Application</div> <div><input type="checkbox"/> City/County Staff Permit Review Form</div> <div><input type="checkbox"/> Construction Surface Water Management Permit Certification</div> <div><input type="checkbox"/> Protected Tree or Grand Tree Removal Permit Application</div>
Pinellas County	<div><input type="checkbox"/> Habitat and Sediment Control Permit</div> <div><input type="checkbox"/> Utilization Permit</div> <div><input type="checkbox"/> Flood Zone Application</div> <div><input type="checkbox"/> Excavation & Fill Permit Applications</div> <div><input type="checkbox"/> Building Permit</div> <div><input type="checkbox"/> Site Plan Permit</div>
Southwest Florida Water Management District	<div><input type="checkbox"/> Environmental Resource Permit (ERP)</div> <div><input type="checkbox"/> Water Use Permit</div>
Florida Department of Environmental Protection	<div><input type="checkbox"/> Coastal Construction Control Line Permit</div> <div><input type="checkbox"/> NPDES Stormwater Permit</div>
United States Army Corps of Engineers (USACE)	<div><input type="checkbox"/> Nationwide Permit</div> <div><input type="checkbox"/> Section 404 (Dredge and Fill)</div>

List any additional anticipated permits not listed above.

If applicant has already submitted permit applications, provide the application date(s) and status.
If permits have already been issued, include copies when submitting the application.

Is this project being done in response to permit-condition issues, code violations, or enforcement actions taken against the applicant by the City or any other agency (Yes or No)?

If yes, please explain:

Has the applicant previously applied for a grant under this program (Yes or No)?

If yes, please indicate date of grant agreement execution and status of this/these projects.

I certify and agree that the statements and information contained in this application are true, accurate and complete.

Applicant:

Date:

*Florida has a very broad public records law. Under Florida law, e-mail addresses are public records. The City makes every effort to protect individual privacy but may be compelled to provide e-mail addresses in some circumstances under Florida law.

STORMWATER IMPROVEMENT GRANT AGREEMENT

This Stormwater Grant Improvement Agreement ("Agreement") is made and entered as of the ____ day of _____, 20__, ("Effective Date") by and between the City of Safety Harbor, FLORIDA, a Florida municipal corporation, 750 Main Street, Safety Harbor, Florida 34695, hereinafter referred to as the ("City"), and _____, whose mailing address is _____, Safety Harbor, Florida, hereinafter referred to as the ("Recipient") (collectively, the "Parties").

RECITALS

WHEREAS, on _____, the City Commission adopted Resolution No._____, establishing a stormwater improvement grant program to provide financial assistance to eligible Safety Harbor residents for private stormwater improvements; and

WHEREAS, the policy guidelines and eligibility for the City of Safety Harbor Stormwater Improvement Grant Program are set out in Exhibit A to Resolution No. _____, attached hereto as **Attachment "A"**, (the "Stormwater Improvement Grant Program"); and

WHEREAS, the Stormwater Improvement Grant Program provides up to a 50% match, not to exceed \$25,000, for an individual property, or \$50,000 for an project involving multiple properties, including homeowners' associations, to assist with private stormwater projects; and

WHEREAS, the Recipient is the lawful resident homeowner of the property located at _____, having Parcel ID No. _____(the "Property"); and

WHEREAS, the Recipient has submitted a complete application, dated _____, 202_ including all attachments, demonstrating that it meets all eligibility requirements of the Stormwater Improvement Grant Program, attached hereto as **Attachment "B"**, (the "Application"); and

WHEREAS, the Application has been approved for funding by the Stormwater Improvement Grant Program subject to execution of this Agreement and compliance with the Program policies and guidelines.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated into this Agreement. Exhibits A and B are incorporated into this Agreement.

2. TERMS AND CONDITIONS:

- a. GRANT AWARD. The City hereby grants the Recipient an amount not to exceed fifty percent (50%) of the stormwater project cost, or Twenty-Five Thousand Dollars (\$25,000)/ Fifty Thousand Dollars (\$50,000) , whichever is less, pursuant to the Stormwater Improvement Grant Program, to be used solely for eligible stormwater projects ("Grant"). The Grant may be disbursed in partial amounts, the aggregate amount of which shall not exceed the total amount of the Grant set forth in the Stormwater Improvement Grant Program Eligibility and Policy Guidelines. Recipient acknowledges and agrees that the Grant is contingent on the Recipient's compliance with the terms and conditions of Agreement, the Stormwater Improvement Grant Program, and all applicable laws, rules, and regulations. Failure to comply with the terms and conditions of this Agreement, shall constitute a Default of this Agreement.

By executing this Agreement, the Recipient represents and warrants that all information contained in his/her/its Application, attached as Composite Attachment B, is true and correct to the best of the Recipient's knowledge, as of the date of this Agreement. The Recipient shall notify the City immediately if at any time during the term of this Agreement the information contained in such forms or Application becomes inaccurate.

- b. PROJECT GUIDELINES. The Recipient shall, to the satisfaction of the City, fully and timely perform all work described and included as part of the Application, a copy of which is attached hereto and incorporated herein as Composite Attachment "B" (comprised of the Application and the approved "Project"). All work shall be done in strict accordance with the City of Safety Harbor Codes and Standards. To ensure compliance a mandatory preconstruction meeting with the City is required.
- i. Any substantial changes from the Project shall require prior written approval from the City.
 - ii. The Recipient shall submit quarterly project status reports in a form approved by the City. This may include any supporting documentation of work performed, reported outcomes, expenses, and compliance with City, County, State of Federal rules and regulations.
 - iii. The Recipient shall permit the City to conduct routine inspections upon reasonable advance notice.

- iv. The Recipient shall provide certification, with supporting documentation that the Project has been completed in accordance with Attachment “B” of this Agreement.
 - v. The Recipient, his or her successors, heirs, executors, and administrators, shall be required to continue maintenance on any improvements included in this Agreement, and Exhibits, in perpetuity. Improvements may be subject to regular Southwest Florida Water Management District (SWFWMD) and Florida Department of Environmental Protection (FDEP) inspections. This shall include a requirement to execute any necessary documents in furtherance thereof.
- c. **TERM.** The term of the Agreement shall commence on the Effective Date and shall continue for one (1) year for stormwater projects involving only construction, and for eighteen (18) months for stormwater projects that include both design and construction. The City Manager may approve a one-time extension for up to six (6) months upon a determination that there is good cause. Any additional renewals or extensions shall require approval by the City Commission and be subject to mutual written agreement of the Parties.
 - i. The City may, in its sole discretion, terminate the Agreement upon thirty (30) calendar days written notice to the Recipient.
 - ii. The City may immediately terminate the Agreement in the event of a default or material breach as described below.
 - a) Failure to submit a completed and accurate report, invoice, documentation, as required in this Agreement.
 - b) Failure to respond to a request for information necessary to determine compliance with the Agreement, Program guidelines, or other regulatory requirement.
 - c) A material misrepresentation or omission in any materials. This shall result in any funds paid immediately become due and owed to the City.
 - d) Failure to comply with any term and condition of this Agreement and the Program guidelines.
 - iii. Except as otherwise provided for in this Agreement and section c.ii, any outstanding invoices, quarterly reports, etc. for work completed prior to the termination date shall be submitted to the City within ten (10) calendar days of the effective date of termination. The City will not reimburse any invoices

received after ten (10) days of the effective date of termination. Recipient shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format within ten (10) days from the effective date of termination or expiration of this Agreement.

- d. REIMBURSEMENT. The Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon completion, submittal and approval of each deliverable as identified in the Project. Reimbursement shall be requested on forms approved by the City. To be eligible for reimbursement, costs must be in compliance with applicable laws, rules and regulations including but not limited to, the Program eligibility requirements and guidelines.
 - i. The City shall inspect all work to review final project closure documentation, as specified in Composite Attachment “B”, and ensure the project has been completed satisfactorily before authorization of payment is made to the Recipient.
 - ii. All invoices, quarterly reports, required communications, shall be on a form as approved by the City, reference the Application number and shall be sent to the City’s Project Manager as provided for in this Agreement.
 - iii. Acceptance of perpetual maintenance responsibility. The Recipient shall be required to execute any necessary documents to accept and acknowledge the perpetual maintenance responsibility of any work completed pursuant to the Project.
- e. PROJECT MANAGER. The Recipient shall direct all matters arising in connection with the performance of this Agreement, to the attention of the Project Manager. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.
- f. NOTICE. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the addresses listed below, any other communications may be sent by electronic mail to the addresses listed below:

Recipient:

Property Owner’s name

Mailing Address

Email

Attn: Contact Name and Title

City:

City of Safety Harbor Public Works, 1200 Railroad Avenue

Safety Harbor, FL 33468-8900

Attn: Jamie Ahrens, Assistant Public Works Director

Email: cahrens@cityofsafetyharbor.com

- g. **ATTORNEY'S FEES.** In the event of legal action or other proceeding arising under this Agreement, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.
- h. **RECORDS RETENTION.** The Recipient shall maintain records and the City shall have inspection and audit rights as follows:
 - i. The Recipient shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Agreement.
- i. **PUBLIC RECORDS.** This Agreement and all documents generated in association with this Grant are public records subject to disclosure under the Public Records Act in accordance with the provisions of Chapter 119, Florida Statutes. The Recipient acknowledges, understands, and agrees that all information in its application and attachments will be disclosed, without any notice to the Recipient, if a public records request is made for such information, and the City will not be liable to the Recipient for such disclosure. If the Recipient believes that information in the Agreement or any of the Exhibits, including the Application and all attachments, contains information that is exempt from

disclosure, the Recipient must specifically describe the information that the Recipient claims is exempt, and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request is made. The City does not warrant or guarantee that information designated by the Recipient as exempt from disclosure is in fact exempt or that it will not be disclosed. The City offers no opinion as to the accuracy of the reference to the Florida statute or other law by the Recipient. The Recipient acknowledges that the designation of information as exempt may be challenged in court by any person or entity, and the Recipient agrees to defend and indemnify the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against any and all claims, demands and actions (whether or not a lawsuit is commenced) arising out of or in connection with the Recipient's designation and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand or action arising out of or related to the Recipient's designation of information as exempt from disclosure. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated.

i. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 727-724-1555

E-mail address: rtelesca@cityofsafetyharbor.com

Mailing address: 750 Main Street, Safety Harbor Florida 34695

- j. VENUE. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
- k. COMPLIANCE WITH LAWS. The Recipient, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and

regulations relating to the performance under this Agreement, including, but not limited to all rules and regulations related to safety and compliance therewith.

- l. **INDEMNIFICATION AND INSURANCE.** Recipient agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Recipient under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Recipient in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Recipient's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Recipient against the City, and Recipient hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this Agreement, and specifically this provision requiring Recipient to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this Agreement, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

- i. **INSURANCE.** The following shall only apply if the work is being performed on City property:

The Recipient shall procure and maintain, through the term of the Agreement, insurance coverage reflecting, at a minimum, the statutory limits in compliance with applicable state and federal laws. General liability coverage and automobile liability shall be at minimum, \$1,000,000 per occurrence. The coverage required shall extend to all employees and subcontractors of the Recipient

- m. **RELATIONSHIP OF THE PARTIES.** The Recipient is an independent owner and is not an employee or agent of the City. Nothing in this Agreement shall be

interpreted to establish any relationship other than that of an independent contractor between the City and the Recipient, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

- n. **FORCE MAJEURE.** Notwithstanding any provisions of the Agreement to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion which are hereby deemed to be beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances but this Agreement shall otherwise remain in effect.
- o. **INTERPRETATION.** In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including its Attachments, attached hereto and made a part of the Agreement shall be interpreted as a whole to resolve any inconsistency.
- p. **NON-WAIVER.** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the Parties, their successors and assigns shall not be deemed a waiver of any of its obligations, rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- q. **SEVERABILITY.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of the Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- r. **ASSIGNMENT.** The Recipient shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the City. Any attempted assignment without the City's prior written consent will be considered a violation of this Agreement. The City may assign its rights and obligations under this Agreement to any successor to the rights and functions of the City or to any governmental agency to the extent required by

applicable laws or governmental regulations or to the extent the City deems necessary or advisable under the circumstances.

- s. **THIRD-PARTY BENEFICIARIES.** It is the intent and understanding of the Parties that this Agreement is solely for the benefit of the Recipient and the City. No person or entity other than the Recipient of the City have any rights or privileges under this Agreement in any capacity, either as third-party beneficiary or otherwise.
- t. **AMENDMENTS.** This Agreement may be amended or modified except in writing, executed by the Parties.
- u. **ENTIRE AGREEMENT.** This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations or agreements previously existing between the Parties with respect to the subject matter hereof. The Recipient recognizes that any representatives, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing and signed by an authorized City representative.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED by the City this _____ day of _____, 2026.

ATTEST: CITY OF SAFETY HARBOR, FLORIDA

Rachael Telesca, City Clerk

Joe Ayoub, Mayor

[CITY SEAL]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Sarah Johnston, City Attorney

EXECUTED by the Recipient this _____ day of _____, 2026.

WITNESSES:

RECIPIENT:

#1

Signature

Signature

Printed Name

Printed Name

#2

Signature

Signature

Printed Name

Printed Name

Appendix A

Sample Best Management Practices for Stormwater Improvements Projects

Stormwater Conveyance

Stormwater is often routed via pipe networks and conveyance systems which move runoff to storage areas. Pipe sizes vary based on the anticipated volume of water that the pipe will collect and transport. Stormwater pipes typically route the flood water to either natural catchment such as lakes, streams, rivers, and canals or to designated stormwater retention/detention facilities such as ditches or ponds. Pipes can be added to depressional areas, such as driveways, to prevent standing water. Existing stormwater pipes which backup during high frequency rainfall events can be upsized to improve flow to the desired storage location.

Refer to the City of Safety Harbor detail numbers C5, C6, ST1, and ST2 for further guidance. Refer to the latest applicable FDOT standard details for proposed stormwater structures.

Stormwater Conveyance Outfall

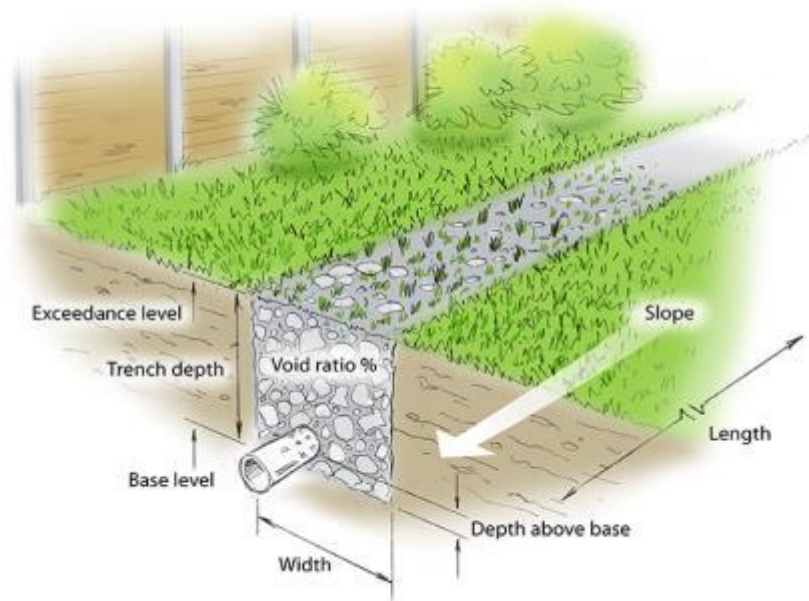


Driveway Culvert



Exfiltration Trench Systems

Exfiltration trench systems are underground stormwater systems with conduits of perforated pipe which are surrounded by a section of natural or artificial rock material. Rock material serves as a natural filtration system which can filter water that seeps through the small holes in the perforated pipe prior to the stormwater runoff raw water entering the groundwater/soil beneath. Exfiltration trench systems are used to collect runoff and meet water quality requirements. They function in well-drained soils at least 2-feet above seasonal high water table.



Water Control Structures

Water control structures control the level of water in a given system to prevent flooding. As the water level rises above the weir, flow moves into the structure and is conveyed out of the system, typically into a pipe network for storage in another location. Stormwater control structures can be used to hold back a pre-determined amount of water to ensure treatment criteria is met prior to discharge to meet water quality requirements. Stormwater control structures can also be used to hold back a volume of water to limit the flow rate out of an area to prevent flooding and limit erosion.

Overflow weir



Control Box



Bank Stabilization - Geo-textile Fabric

Geo-textile fabrics are fabrics that are placed along banks to prevent high velocity flows from eroding away sediments during high frequency events. These fabrics utilize durable textiles provide a stabilizing medium to root the soils within and below. The fabrics improve site drainage, limit erosion, and fortify soil underneath. Geotextile fabrics also offer the benefit of suppressing weed growth.



Bank Stabilization - Erosion Control Mats

Erosion control mats are large mats that are rolled onto areas that are specifically prone to water runoff or wind erosion. The mats are placed on the edge of waterbodies to stabilize the soil beneath and limit erosion. These mats are typically made of organic materials and can encourage vegetation recruitment.



Bank Stabilization - Rock Riprap

Rock riprap are large stones placed on the edge of a waterway to harden banks and prevent erosion. Riprap is able to absorb energy from moving water and protect the abutting shoreline from eroding.



Bank Stabilization - Gabion Wall

A Gabion wall is made of rectangular wire mesh baskets typically filled with riprap used to harden a bank to prevent erosion. Gabion walls can be used on steeper side slopes than riprap alone and are often arranged in tiers. The interlocking rock material provides stability and strength to the wall and the flexibility allows the wall to settle and adapt to ground movement unlike a rigid structure such as a retaining wall.



Bank Stabilization – Geoweb Wall

The Geoweb is a flexible, three-dimensional cellular confinement system. The cell walls provide increased friction with the infill and allow for effective lateral drainage. The outer cells of the geoweb system can be filled with soil and vegetated above the mean high waterline. The lower cells will be filled with gravel or concrete, depending on the expected velocities. The eventual buildup of sediment from peak flow will result in a fully vegetated system.



Bank Stabilization - Concrete Pillows

Concrete pillows are typically vegetated concrete block mats along banks/shoreline used for the purpose of erosion control and soil stabilization. The concrete blocks are locked together and embedded in high-strength geogrid. Concrete pillows are durable enough to be walked and/or driven over. They are beneficial in areas with high water velocity and steep slopes along banks.



Grassed Swales

Swales are depressions of topography used to collect and direct rainwater. Swales are used to collect runoff and can typically be seen abutting roadways; they are vegetated and serve as shallow stormwater management systems. Swale systems also provide water quality benefits through retention time and infiltration.



Detention Pond

A detention pond, or dry pond, is a depressional area that is intended to store water as a means of stormwater management. Detention ponds are typically dry before a storm and fill up with runoff following a rainfall event, incorporating outfall structures to control the release of collected runoff. Effectively contributing to flood prevention and water quality improvement by capturing runoff and detaining it prior to infiltration or discharge into a receiving water body.



Retention Pond

Retention ponds, or wet ponds, are man-made bodies of water used to store stormwater runoff for the purpose of preventing flooding, maintaining a pool of water even during dry periods. Stormwater caught in the retention pond is able to infiltrate into the ground. Benefits of wet retention ponds include improvements to water quality, sediment settling, and providing habitat.



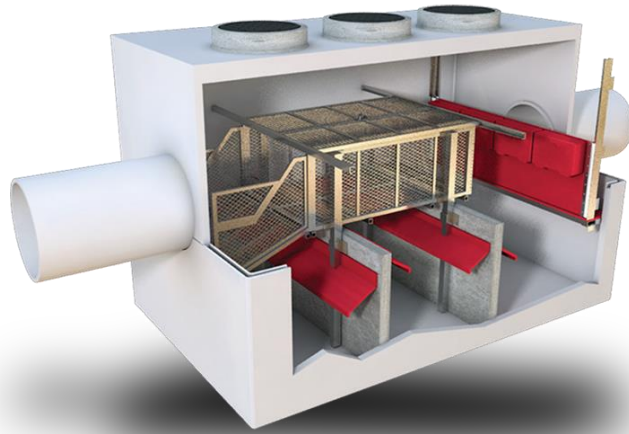
Permeable Pavements

Permeable pavements can be used in place of traditional hardscapes such as asphalt or concrete to reduce the amount of runoff from a storm event and treat collected water. Interlocking and roller gravel pavers are commonly used examples of permeable pavement. Interlocking pavers allow runoff to seep through the surface down to the underlying layers of gravel and soil. Roll gravel pavers stabilize gravel surfaces using a cellular grid structure, allowing for even load distribution.



Baffle Box

A Baffle Box treats stormwater by removing sediment, debris, and other pollutants from runoff. This device is a large container installed underground with various internal barriers. These barriers push runoff flow through compartments, allowing sediment and debris to settle out while also capturing grease/oils. The Baffle Box improves the quality of stormwater entering natural water systems.



Appendix B

Applicable State Statutes and City Codes

Florida Statute 373.185 – Florida-friendly landscaping ordinances.

Florida-Friendly Landscaping™ is a set of nine guiding principles which help protect natural resources and preserve Florida's unique beauty. A Florida-friendly landscape is beautiful yet saves water and protects the environment too.

Benefits of a Florida-Friendly Landscape

- Reduced use of water, fertilizer, and pesticides, which saves money
- Properly selected and maintained plants thrive
- Provides habitats for birds, butterflies, and other wildlife
- Helps keep nutrient pollution out of our water
- Can be designed for low maintenance
- Aesthetically pleasing while protecting the environment

<https://ffl.ifas.ufl.edu/ffl-and-you/home-landscapes/>

Florida Administrative Code Rule 40E-4.301 and Florida Statutes Chapter 373

Construction, alteration, operation, maintenance, removal, or abandonment of surface water systems shall not cause adverse flooding to on-site or off-site property and shall not cause adverse impacts to existing surface water storage and conveyance capabilities (F.A.C. Rule 40E).

City Land Development Code Sec. 154.00 – Landscaping and Screening.

https://library.municode.com/fl/safety_harbor/codes/land_development_code?nodeId=ARTXDEST_154.00LASC

City Land Development Code Sec. 161.00 – Stormwater Management

Protect quality and quantity of all ground and surface waters, thereby limiting or reducing the pollution of water sources. Reduce erosion. Require permitting, ownership, and maintenance for developments.

https://library.municode.com/fl/safety_harbor/codes/land_development_code?nodeId=ARTXDEST_161.00STMA

City Code of Ordinances Chapter 9 - Floodplain Management

Provisions applying to development partially or fully within flood hazard areas which may affect the natural flow of water and negatively impact water quality; discussing subdividing, filling, grading, site improvements, utilities, construction, alterations, remodeling, enlargement, improvements, replacements, relocation, demolition, etc.

https://library.municode.com/fl/safety_harbor/codes/code_of_ordinances?nodeId=PTIICICO_CH9FLMA

Appendix C

Additional Resources

Licensed Contractors

- Pinellas County Construction Licensing Board: <https://contractorsearch.pcclb.com/>
- Florida Department of Business & Professional Regulation
<https://www.myfloridalicense.com/wl11.asp?mode=1&SID=&brd=&typ=>

Permitting

- Florida Department of Environmental Protection (FDEP):
<https://floridadep.gov/water/stormwater/content/construction-activity>
- Southwest Florida Water Management District (SWFWMD):
<https://www.swfwmd.state.fl.us/business/epermitting/environmental-resource-permit>
- City of Safety Harbor Right-of-Way Permits:
<https://www.cityofsafetyharbor.com/DocumentCenter/View/683/Right-of-WayEasement-Use-Permit>
- City of Safety Harbor Excavation/Fill Permits:
<https://www.cityofsafetyharbor.com/DocumentCenter/View/684/Excavation--Fill-Permit-?bidId=>
- City of Safety Harbor Building Permits:
<https://www.cityofsafetyharbor.com/95/Permits>

Financial Assistance

- Pinellas County Home Repair Program:
<https://pinellas.gov/home-repair-loan-program-information-statement/>
- Pinellas County CDBG-DR Grant:
<https://recover.pinellas.gov/>
- Tampa Bay Estuary Program (TBEP):
<https://tbep.org/get-involved/funding-opportunities/bay-mini-grants/>