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COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 24, 2017
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.

2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

4. **Consent**
    a. **Approval of minutes from the following City Commission meetings: August 22, 2017; September 5, 2017; September 19, 2017; and September 26, 2017.**
    b. **Authorization to approve payment for annual maintenance support and hosting services from Vermont Systems for the Recreation Department in the amount of $13,854.00.**

c. **Request for approval of Fitness Passport Service Agreement with OptumHealth Care Solutions, LLC**
d. **Authorization to approve special event application for a neighbor Halloween block party scheduled for Tuesday, October 31, 2017. Closures would be Belle Vista Dr from 44th Ave to 43rd Ave.**

5. **Action Items**
   a. **Request for location approval for the Medal of Honor Freedom Fountain by the Veterans of South Pinellas.**

6. **Ordinances – No items submitted at this time.**

7. **Resolutions**
   a. **Approval of Resolution No. 2017-13, providing for the 2018 Municipal Election, Run-off Election (if required), and the Qualification Period.**

8. **Items for Discussion – No items submitted at this time.**

9. **Audience Comments 2** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. **City Clerk, City Manager, City Attorney and City Commission Reports**

11. **Adjournment**

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

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

The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.

CITY COMMISSION MEETING

MINUTES

AUGUST 22, 2017

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Vince Tenaglia, Administrative Services Director
Jennifer McMahon, Recreation Director

1. Presentation

a. Maria Lowe Presentation

Ms. Lowe reviewed a Power Point presentation in regard to a doctorate degree she is pursuing through the University of South Florida.

2. Changes to the Agenda

Vice Mayor Friszolowski requested to pull Consent Item 4(b) to discuss separately.

Commissioner Pletcher requested to discuss the Vina del Mar bridge under Items for Discussion.

Commissioner Finnerty requested to discuss Consent Item 4(d).

3. Audience Comments

There were no audience comments.

4. Consent

a. Approval of City Commission minutes from the following meetings: July 11, 2017 and July 20, 2017.

b. Approve the ranking order of Request for Qualification submittals for the design of the Sanitary Sewer Force Main South project and authorize the City Manager to enter into design fee negotiations with Stanley Consultants, Inc. – ***Item pulled for separate discussion & action***

c. Request approval of the design proposal from George F. Young, Inc., in the amount of $16,100.00 to design the replacement of two Dune Walkovers at 12th Avenue and 16th Avenue.

d. Authorize a task order with George F. Young, Inc. General Consultants for the City in the amount of $16,500.00 for Egan Park Phase II improvements.

e. Approval of purchase of upgrade for existing Work Order Management software system to an I-Pad/GIS compatible interface platform and provide for on-site training in the amount of $11,303.75.

Vice Mayor Friszolowski expressed concern in regard to Stanley Consultants Inc.'s distant location in West Palm Beach and headquarters located in Iowa.

Mike Clarke, Public Works Director, provided information that the company has a satellite branch in Tampa.

Commissioner Finnerty expressed concern in regard to the completion date of Egan Park and was informed by Mr. Clarke that he anticipates construction will begin in early 2018 and will continue for the following couple of months.

Hearing no further Commission comments, Mayor Johnson called for a motion.

Vice Mayor Friszolowski moved to approve the Consent Items 4(a), (b), (c), (d) and (e) as presented. The motion was seconded by Commissioner Falkenstein.

Hearing no audience comments, Mayor Johnson called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

a. Request approval of the design proposal from George F. Young, Inc., in the amount of $147,195.00 to design the replacement of three sanitary sewer cross-over pipes under Gulf Boulevard at approximately 45th Avenue, 50th Avenue and 55th Avenue.

The sewer project discussed during budget deliberation was broken into three parts: the north, the south and the cross-over pipes. Four cross-over pipes and the replacement of one pipe are included in the northern project.

Hearing no further Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Vice Mayor Friszolowski moved to approve Item 5(a), to approve the design proposal form George F. Young, Inc., in the amount of $147,195.00 to design the replacement of three sanitary sewer cross-over pipes under Gulf Boulevard at approximately 45th Avenue, 50th Avenue, and 55th Avenue. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

b. Authorize a task order with Stanley Consultants in the amount of $49,542.00 to develop a Transition Plan to meet the requirements of the American with Disabilities Act (ADA).

Mr. Saunders reported that the transition plan will lay the groundwork to bring city-owned facilities, sidewalks and property into ADA compliance.

Hearing no further Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Finnerty moved to approve Item 5(b), to authorize a task order with Stanley Consultants in the amount of $49,542.00 to develop a transition plan to meet the requirements of the American with Disabilities Act. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

c. Authorize the Mayor to enter into a revised Interlocal Agreement with Pinellas County for the extension of the Penny for Pinellas Local Infrastructure Sales Surtax from 2020-2030.

The proposed Interlocal Agreement modified the original agreement in regard to the structure of the committee.

Hearing no Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Finnerty moved to approved Item 5(c), to authorize the Mayor to enter into an Interlocal Agreement with Pinellas County for the extension of the Penny for Pinellas local infrastructure sales surtax from 2020 – 2030. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.**

6. Ordinances

a. Ordinance 2017-14, Final Reading and Public Hearing relating to the re-platting of real property at 7200 and 7210 Gulf Boulevard.

Jennifer Bryla, Community Development Director, explained that the property owner desired to combine the three lots into the one-half acre required for commercial development.

Hearing no Commission or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Finnerty moved to approve Item 6(a), Ordinance 2017-14, on final reading, providing for a re-plat of a portion of Lots 11 and 12 and Lots 13, 14, 15, and 16 of a re-plat of St. Petersburg Beach, according to the plat thereof, as recorded in Plat Book 5, pages 28 and 29 of the public records of Pinellas County, Florida, lying in Section 36, Township 31 south, range 15 east, City of St. Petersburg Beach, Pinellas County, Florida, more fully detailed in the attached survey; providing for conflicts, severability, construction, publication, and an effective date. The motion as seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

b. Ordinance 2016-09, Final Reading and Public Hearing, an Ordinance amending Chapter 6, Alcoholic Beverages, of the City of St. Pete Beach Code of Ordinances allowing for the consumption of alcohol on the sand beach in conjunction with a transient lodging facility.

Ms. Bryla noted that the ordinance was revised based upon the changes made during the first public hearing on August 8, 2017.

Hearing no further Commission comments, Mayor Johnson called for audience comments.

William Pyle, Sunset Way, representing Silver Sands Condominiums, spoke in opposition of the proposed ordinance.

David Westmark, representing the Blue Turtle Society, commented on the increase of plastic waste on the beach and requested consideration of a phased-in, mandatory use of biodegradable serving ware.

Hearing no additional Commission comments or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Finnerty moved to approve Item 6(b), Ordinance 2016-09, upon final reading, an ordinance of the City Commission of the City of St. Pete Beach, Florida, amending Division 2, Section 2.1, Words, Terms and Phrases Defined, of the St. Pete Beach Land Development Code; amending Chapter 6, Alcoholic Beverages, Article I, in general, of the City of St. Pete Beach Code of Ordinances by amending Section 6.5, Public Consumption or Possession, relating to restrictions and permitting of public alcohol consumption on sand beach areas; providing for publication in accordance with the requirements of law; and providing for an effective date. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

c. Ordinance 2017-12, First Reading and Public Hearing, an Ordinance amending Division 2, Definitions, Division 6, Supplemental Regulations of the City of St. Pete Beach Land Development Code allowing for criteria for regulating mobile food establishments (food trucks); amending Divisions 30, 32, 33 and 37 to allow for mobile food establishments as a Conditional Use and an amendment to Appendix "A" of the Code of Ordinances to provide for an annual food truck fee.

Commissioners discussed the requirements of current businesses such as fire inspections, signage, special event permitting, business tax licensing, and the FOG ordinance.

Hearing no further commission comments, Mayor Johnson called for audience comments.

Keith Overton, President of TradeWinds Island Resorts, 5500 Gulf Boulevard, spoke in favor of the ordinance.

Don Mastry, 200 Central Avenue, spoke in favor of the proposed ordinance.

Matthew Dahm, CEO/Founder of Mastry's Brewing Company, spoke against current regulations and in favor of the proposed ordinance allowing food trucks.

John (last name inaudible), 78th Avenue, spoke in favor of the proposed ordinance and small businesses.

John Kearney, Leilani Drive, spoke in favor of the proposed ordinance and in favor of Mastry's Brewing Company.

Brett (last name inaudible), 79th Avenue, spoke in favor of the current mobile food vendor.

Rob Cszycson, Gulf Boulevard, spoke in favor of the proposed ordinance and in favor of the current brewery.

It was the consensus of the Commission to make the following amendments: Page 4, Item (l) (4), delete 2 hours, add 3 hours, and add Item (m).

Hearing no further Commission or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Finnerty moved to approve Item 6(c), Ordinance 2017-12, upon first reading, an ordinance of the City of St. Pete Beach, Florida, providing for mobile food establishment permits; regulating performance standards and hours and location of operation of mobile food trucks; amending Division 2, Definitions; Section 6, Supplemental Regulations; creating Section 6.25; amending Division 30, Section 30.4, TC-1 Town Center Core District, allowable conditional uses; amending Division 32, Section 32.4, CC1 Commercial Corridor Blind Pass Road District, allowable conditional uses; amending Division 33, Section 33.4, CC2 Commercial Corridor Gulf Boulevard District Conditional Uses; amending Division 37, Section 37.5, TC2 Town Center Corey Circle and Coquina West Districts allowable conditional uses; amending Appendix "A" of the Code of Ordinances to provide for mobile food permitting fees; providing for conflicts, severability, construction, publication, and an effective date; adding "subsection (m), A conditional use permit shall automatically expire if the principle business does not hold a valid business tax receipt from the City." and changing the maximum days that a food truck shall operate on any property will be three (3) days. The motion was seconded by Commissioner Falkenstein.**
>
> **The motion was approved by a 3-2 vote with Commissioner Finnerty and Commissioner Falkenstein and Mayor Johnson voting "yes" and Vice Mayor Friszolowski and Commissioner Pletcher voting 'no."**

7. Resolutions

a. Approval of Resolution 2017-05, authorizing the Conditional Use #17-00006 for the rental of commercial non-motorized watersport in an existing business

Mr. Saunders noted the resolution number is typed incorrectly and should be Resolution 2017-06 and was advertised in the Tampa Bay Times newspaper correctly.

Ms. Bryla presented the non-motorized watersports rental proposal from North Beach Windsurfing that would allow customers who are renting paddleboards to launch them from the business's seawall.

Andrew Dickman, City Attorney, noted that Item 7(a) is a quasi-judicial hearing and Commissioners must disclose any ex parte communication.

Commissioner Finnerty reported receiving email correspondence.

Commissioner Falkenstein reported receiving email correspondence.

Vice Mayor Friszolowski reported receiving correspondence and telephone calls and participated in in-person conversations.

Commissioner Pletcher reported receiving email correspondence.

Mayor Johnson reported receiving email correspondence.

Karen Marriott, Owner of North Beach Windsurfing, Gulf Boulevard, reviewed the scope of her proposal to allow paddleboard rentals and launching from her business.

The following individuals spoke against the conditional use:

- Jim Proctor, Belle Vista Drive East
- Steven Grossnickle, Belle Vista Drive East
- Bonnie Crane, Mangrove Point
- Faith Grossnickle, Belle Vista Drive East
- Ralph (no last name provided), Belle Vista Drive East
- Maria Lowe, Alton Drive
- Jim Carney, no address provided
- Todd Webb, Belle Vista Drive
- Robert Smith, Belle Vista Drive
- Barb Miller, Belle Vista Drive
- Mike Major, Belle Vista Drive
- Joanne Melodayo, Belle Vista Drive
- Gary Wright, Belle Vista Drive

The following individuals spoke in favor of the conditional use:

- Robert C Cszycson, Gulf Boulevard
- Doug Izzo, Tampa Bay Chamber of Commerce

Ms. Marriott provided responses to questions and concerns raised, monthly rentals, transfer of conditional use, and proposed limitations/recommendations; and provided additional comments in regard to ancillary uses by the Zamora Hotel.

Vice Mayor Friszolowski disclosed three family-owned residences in the area and was advised by the City Attorney that there was no conflict of interest. The Vice Mayor suggested approval of the conditional use without access to the bayou.

The Commission amended the conditions as follows:

A. Customers renting non-motorized commercial water sports equipment shall use the designated crosswalks, if crossing Gulf Boulevard, to go west to the sand beach.
B. No launching of non-motorized commercial water sports equipment off the east side of property into the waterway.
C. Deleted
D. Deleted
E. Deleted

Hearing no further Commission or audience comments, Mayor Johnson called for a motion and the vote.

Vice Mayor Friszolowski moved to approve Item 6(c), Resolution 2017-06, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing commercial non-motorized watersport rental use at an existing business located at 4211 Gulf Boulevard; incorporating the conditions outlined herein; and providing for an effective date, as amended. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

8. Items for Discussion

There were no items for discussion.

9. Audience Comments

There were no audience comments.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes did not provide a report.

City Manager Saunders reported on the following items:
- Update on the Infiltration & Inflow (I & I) project
- Update on manhole repairs

City Attorney Dickman reported on the following item:

- Update on a hoarding ordinance

Commissioner Pletcher reported on the following item:

- Vina del Mar Island Association request City assistance to the arch to the park

Vice Mayor Friszolowski reported on the following item:

- Florida League of Cities (FLC) conference and the class on cybersecurity
- Bay News 9 report on the St. Pete Beach Library and staff

Commissioner Finnerty reported on the following item:

- Florida League of Cities (FLC) conference and the class on Home Rule

Commissioner Falkenstein reported on the following items:

- Library classes and workshops
- Florida League of Cities (FLC) conference and wireless communication laws, response & recovery plans
- “Sunrise Over the Bay” summit sponsored by the League of Women Voters from 9:00 a.m. to 12:30 p.m. on September 16, 2017 at the Florida Fish and Wildlife Reserve building
- School is back in session

Mayor Johnson reported on the following items:

- Beach cabana vendors and density control
- Concession rentals
- Pass-a-Grille sidewalk between 28th Avenue and 30th Avenue
- Off-shore drilling

11. <u>Adjournment</u>

There being no further business to come before the Commission, the meeting was adjourned at 10:25 p.m.

Attest:

____________________________ ____________________________
Rebecca C. Haynes, City Clerk Al Johnson, Mayor

Minutes approved on: ___________

CITY COMMISSION SPECIAL MEETING – FIRST BUDGET HEARING

MINUTES

SEPTEMBER 5, 2017

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jim Kilpatrick, Fire Chief
Vince Tenaglia, Administrative Services Director
Jennifer McMahon, Recreation Director

1. <u>Ordinances</u>

a. Ordinance 2017-19: An Ordinance of the City of St. Pete Beach, Florida establishing the millage rate for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

City Manager Saunders reported the proposed ordinance sets the millage rate for the upcoming fiscal year October 1, 2017 through September 30, 2018. Notices in regard to the assessment rate and the public hearings were mailed to all property owners by

Pinellas County. A super majority vote is required to pass the 3.15 proposed millage rate.

Hearing no Commission or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Finnerty moved to approve Item 1(a), Ordinance 2017-19, upon first reading, an ordinance of the City of St. Pete Beach, Florida, establishing the millage rate for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.**
>
> **WHEREAS, Florida Statutes s. 200.065 requires the adoption of the millage rate by separate vote and prior to the adoption of the annual budget; and**
>
> **WHEREAS, Florida Statutes s. 200.065 requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; and**
>
> **WHEREAS, in no event may the millage rate adopted exceed the millage rate tentatively adopted.**
>
> **NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA HEREBY ORDAINS:**
>
> **SECTION 1. The name of the taxing authority is the City of St. Pete Beach.**
>
> **SECTION 2. The rolled-back millage rate for fiscal year 2018 is 2.9450.**
>
> **SECTION 3. The fiscal year 2018 proposed millage rate is 6.96% higher than the rolled-back rate.**
>
> **SECTION 4. The millage rate to be levied for fiscal year 2018 shall be 3.1500 mills per $1,000 of taxable value.**
>
> **SECTION 5. Effective Date. This ordinance shall take effect immediately upon adoption.**

The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

b. Ordinance 2017-20: An Ordinance of the City of St. Pete Beach, Florida adopting the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing for reading in its entirety; and providing for an effective date.

The proposed budget includes the general funds, enterprise funds and the capital improvement projects.

Hearing no further Commission comments or audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Pletcher moved to approve Item 1(b), Ordinance 2017-20, upon first reading, an ordinance of the City of St. Pete Beach, Florida, adopting the budget for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes Section 166.241 requires the adoption of a budget each fiscal year; and

WHEREAS, the amount available from taxation and other sources, including balances brought forward from prior years, must equal the total appropriations for expenditures and reserves; and

WHEREAS, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report required under Florida Statutes Section 218.32(1); and

WHEREAS, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except as pursuant to the adopted budget; and

WHEREAS, the City of St. Pete Beach fiscal year 2018 budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2017 and ending September 30, 2018.

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

SECTION 1. The fiscal year 2018 budget document, attached hereto as Exhibit A ("the Budget"), is adopted by reference and is made a part of this ordinance. The Budget provides line item detail appropriating the sources and uses of funds summarized below:

General Fund:	**$20,086,038**
Building Fund:	**$717,000**
Capital Improvement Fund:	**$8,062,500**
Wastewater Fund:	**$10,044,365**
Reclaimed Water Fund:	**$863,200**
Stormwater Fund:	**$1,814,124**
Total:	**$41,587,227**

SECTION 2. This ordinance shall take effect immediately upon final adoption.

The motion was seconded by Vice Mayor Friszolowski and unanimously approved by an individual roll call vote.

2. **<u>Resolutions</u>**

a. Resolution 2017-07: A Resolution of the City Commission of the City of St. Pete Beach, Florida establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date.

The rate schedule was adopted by the City Commission in August 2017 and the assessments are included as part of the tax bill mailed to property owners.

The following changes were made to the rate schedule:

- ~~FY2010~~ <u>FY 2020</u>
- 14.6% <u>1.46%</u>

Hearing no further Commission comments or audience comments, Mayor Johnson called for a motion and the vote.

Vice Mayor Friszolowski moved to approve Item 2(a), Resolution 2017-07, upon first reading, a resolution of the City Commission of the City of St. Pete Beach, Florida, establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

Mr. Saunders discussed the projected storm and hurricane and the necessary steps and actions to take in preparation for the emergency operations.

> **Mayor Johnson read the proclamation declaring a "State of Local Emergency" effective immediately (proclamation attached).**

Resolution 2017-12 declaring a "State of Local Emergency" was presented (resolution attached).

Hearing no further Commission, staff or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Finnerty moved to approve Resolution 2017-12, a resolution of the City of St. Pete Beach, Florida, declaring a State of Emergency in order to protect the health, safety, and welfare of the community and property, both public and private, from the hazards of Hurricane Irma. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

Mr. Saunders encouraged community members to sign up for SPBConnect and to obtain their re-entry passes.

3. <u>Adjournment</u>

There being no further business to come before the Commission, the meeting was adjourned at 6:50 p.m.

Attest:

______________________________	______________________________
Rebecca C. Haynes, City Clerk	Al Johnson, Mayor

Minutes approved on: ___________

CITY COMMISSION SPECIAL MEETING - SECOND BUDGET HEARING

MINUTES

SEPTEMBER 19, 2017

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Jim Kilpatrick, Fire Chief
Vince Tenaglia, Administrative Services Director

1. <u>Ordinances</u>

a. Ordinance 2017-19: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida establishing the millage rate for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

The proposed ordinance will establish the millage rate of 3.15 for Fiscal Year 2018.

Hearing no Commissioner or audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Finnerty moved to approve Item 1(a), Ordinance 2017-19, upon final reading, an ordinance of the City of St. Pete Beach, Florida, establishing the millage rate for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes s. 200.065 requires the adoption of the millage rate by separate vote and prior to the adoption of the annual budget; and

WHEREAS, Florida Statutes s. 200.065 requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; and

WHEREAS, in no event may the millage rate adopted exceed the millage rate tentatively adopted.

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

SECTION 1. The name of the taxing authority is the City of St. Pete Beach.

SECTION 2. The rolled-back millage rate for fiscal year 2018 is 2.9450.

SECTION 3. The fiscal year 2018 proposed millage rate is 6.96% higher than the rolled-back rate.

SECTION 4. The millage rate to be levied for fiscal year 2018 shall be 3.1500 mills per $1,000 of taxable value.

SECTION 5. Effective Date. This ordinance shall take effect immediately upon adoption.

The motion was seconded by Commissioner Falkenstein and approved by an individual roll call vote.

b. Ordinance 2017-20: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida adopting the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing for reading in its entirety; and providing for an effective date.

Hearing no further Commission or staff comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Pletcher moved to approve Item 1(b), Ordinance 2017-20, upon first reading, an ordinance of the City of St. Pete Beach, Florida, adopting the budget for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes section 166.241 requires the adoption of a budget each fiscal year; and

WHEREAS, the amount available from taxation and other sources, including balances brought forward from prior years, must equal the total appropriations for expenditures and reserves; and

WHEREAS, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report required under Florida Statutes section 218.32(1); and

WHEREAS, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except as pursuant to the adopted budget; and

WHEREAS, the City of St. Pete Beach fiscal year 2018 budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2017 and ending September 30, 2018.

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

SECTION 1. The fiscal year 2018 budget document, attached hereto as Exhibit A (“the Budget”), is adopted by reference and is made a part of this

ordinance. The Budget provides line item detail appropriating the sources and uses of funds summarized below:

General Fund:	**$20,086,038**
Building Fund:	**$717,000**
Capital Improvement Fund:	**$8,062,500**
Wastewater Fund:	**$10,044,365**
Reclaimed Water Fund:	**$863,200**
Stormwater Fund:	**$1,814,124**
Total:	**$41,587,227**

SECTION 2. This ordinance shall take effect immediately upon final adoption.

The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

2. Resolutions

a. Resolution 2017-07: A Resolution of the City Commission of the City of St. Pete Beach, Florida establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date.

The proposed resolution assessing the stormwater service rate is part of a five-year rate increase adopted in 2015.

Hearing no additional Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Vice Mayor Friszolowski moved to approve Item 2(a), Resolution 2017-07, upon final reading, a resolution of the City Commission of the City of St. Pete Beach, Florida, establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

3. Changes to the Agenda

Vice Mayor Friszolowski requested to add a status report of Hurricane Irma under Items for Discussion.

4. Audience Comments

Randy (last name inaudible), Lido Beach Condominiums, spoke about the information available during Hurricane Irma.

Lorraine (last name inaudible), Lido Beach Condominiums, spoke about the information available during Hurricane Irma.

5. Consent

a. Approval of the minutes from the following City Commission meetings: July 25, 2017 and August 8, 2017.

b. Authorization to approve special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th, between Blind Pass Road and Boca Ciega Drive. Closures would be in effect on Saturday, October 14, 2017 from 12:00 p.m. to 9:00 p.m.

c. Authorization for street closures on Sundays from October 1, 2017 to May 28, 2018 of the 200 block to the east end of the 400 block of Corey Avenue for the Corey Avenue Business Association Sunday Market.

d. Authorization to approve special event application and street closure for the 9th Annual VW Beach Bash scheduled for Sunday, October 15, 2017. Closures would be 9th and 10th Avenues from 10:00 p.m. October 14th to 6:00 p.m. October 15, 2017.

e. Request approval of the library iPad kiosk proposal from Demco, Inc., in the amount of $13,818.00.

f. Request approval of the proposal from Cribb Philbeck Weaver Group in the amount of $5,400.00 to perform a feasibility study and cost estimate for the comprehensive renovation of the deck and support structure of Merry Pier.

g. Request approval to submit Florida Job Growth Grant Fund public infrastructure grant proposal

Hearing no Commission or audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Pletcher moved to approve Consent Items 5(a), (b), (c), (d), (e), (f), and (g) as presented. The motion was seconded by Vice Mayor Friszolowski and unanimously approved by an individual roll call vote.

6. Action Items

a. Request approval to execute the Advance Life Support (ALS) First Responder Agreement.

Responding to Mayor Johnson's inquiry, Mr. Saunders stated that the agreement is included in the FY 2018 budget.

Hearing no additional Commissioner comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Finnerty moved to approve Item 6(a), to approve the execution of the Advance Life Support (ALS) First Responder Agreement with Pinellas County. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

b. Request approval of the proposal from Insituform Technologies, LLC in the amount of $98,560.50 to repair damage to nine stormwater pipe and outlet locations.

The repairs are due to the damage from Hurricane Hermine and a portion is eligible for reimbursement through FEMA.

Hearing no additional Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Pletcher moved to approve Item 6(b), to approve the proposal form Insituform Technologies, LLC, in the amount of $98,560.50 to repair damage to nine stormwater pipe and outlet locations. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

c. Request approval of the proposal from Cardno in the amount of $51,979.00 for Library Renovations Design including Package 2: HVAC and Package 3: Roof/Pre-Cast Wall under the Continuing Engineering Services Contract.

Mr. Saunders reported that the Library renovations cover the engineering for design services for Package 2, HVAC system, and Package 3, Roof/Precast Wall.

Hearing no additional Commission comments or audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Finnerty moved to approve Item 6(c), to approve the proposal from Cardno in the amount of $51,979.00 for Library Renovations Design including Package 2, HVAC, and Package 3, Roof/Pre-Cast Wall, under the continuing engineering services contract. The motion was

seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

d. Request approval of the proposal for City-wide Holiday Decorations in the amount of $39,283.50 from Clark Sales Display, Inc.

The proposed display will include a tree and decorations in Horan Park, tree wraps along Gulf Boulevard, and decorative pole mounts and lamp pole wraps throughout the City.

Hearing no Commission or audience comments, Mayor Johnson called for the vote.

Commissioner Finnerty moved to approve Item 6(d), to approve the proposal for City-wide holiday decorations in the amount of $39,283.50 from Clark Sales Display, Inc. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

e. City Clerk Compensation

At Mayor Johnson's request, it was the consensus of the Commission to authorize the Mayor, City Attorney and City Clerk to meet and amend the employment agreement to comply with the City Charter and to place Item 6(e) on a future agenda for action.

7. <u>Resolutions</u>

a. Resolution 2017-08: Authorizing participation in the Florida Cooperative Liquid Assets Securities System, a local government investment pool, via Interlocal agreement with other governmental participants for the purpose of exercising investment power jointly to invest funds in concert with other participants; and providing for an effective date.

The resolution will authorize the City to diversify the investment portfolio by establishing new accounts with authorized local government investment pools.

Mr. Tenaglia stated the investment is not insured and is similar to a money market fund.

Hearing no further Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Pletcher moved to approve Item 7(a), Resolution 2017-08, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing participation in the Florida Cooperative Liquid Assets Securities System, a local government investment pool, via Interlocal agreement with other governmental participants for the purpose of exercising investment power jointly to invest funds in concert with other participants; and providing for an effective date. The motion was seconded

by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

b. Resolution 2017-09: Authorizing participation in the Florida Education Investment Trust Fund, a local government investment pool, becoming a signatory Public Agency; providing for an effective date.

City Manager Saunders explained that the proposed resolution provides for similar investment strategy as Item 7(a) in short-term, highly liquid securities.

Hearing no Commission or audience comments, Mayor Johnson called for a motion and the vote.

Vice Mayor Friszolowski moved to approve Item 7(b), Resolution 2017-09, a resolution of the City Commission of the City of St. Pete Beach, Florida authorizing participation in the Florida Education Investment Trust Fund, a local government investment pool, by becoming a signatory public agency; and providing for an effective date. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll vote.

8. Items for Discussion

a. Status of Post-Hurricane Irma

Mr. Saunders recapped the pre- and post-hurricane tasks, events and results.

Commissioner Falkenstein moved that the City of St. Pete Beach waive permit fees for storm-related damage. The motion was seconded by Vice Mayor Friszolowski.

Mr. Saunders noted that several permits were already pulled and paid due to storm-related damage.

Commissioner Falkenstein amended the motion to include previously paid permit fees, retroactively from September 11, 2017 for a period of 30 (thirty) days and Vice Mayor Friszolowski agreed to the amendment.

The motion was unanimously approved by an individual roll call vote.

9. Audience Comments

There were no audience comments.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following item:

- Sustainability Summit on Saturday, September 23, 2017, at 9:00 a.m. at the Florida Fish and Wildlife Research Institute

City Manager Saunders reported on the following item:

- Terminate the local state of emergency

Mayor Johnson stated that now is the time to lift the declared State of Emergency based upon the recommendation of the City Manager.

City Attorney Dickman reported on the following items:

- Update on Anderson vs. City of St. Pete Beach lawsuits

Commissioner Finnerty reported on the following item:

- Expressed appreciation to employees at the Emergency Operations Center (EOC)

Commissioner Falkenstein reported on the following items:

- Upcoming Library events
- Status of Upham Beach Honor Walk flagpoles
- Hurricane readiness plan

Vice Mayor Friszolowski reported on the following item:

- Hurricane preparedness community forum

Commissioner Pletcher reported on the following item:

- Vina del Mar garage sale on November 4, 2017

Mayor Johnson reported on the following item:

- Hurricane preparedness

11. <u>Adjournment</u>

There being no further business to come before the Commission, the meeting was adjourned at 8:20 p.m.

Attest:

______________________________	______________________________
Rebecca C. Haynes, City Clerk	Al Johnson, Mayor

Minutes approved on: ___________

CITY COMMISSION MEETING

MINUTES

SEPTEMBER 26, 2017

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Mike Clarke, Public Works Director
Jennifer McMahon, Recreation Director
Vince Tenaglia, Administrative Services Director

1. Presentations

There were no presentations for this meeting.

2. Changes to the Agenda

Mayor Johnson requested to pull Consent Item 4(a) to discuss and act upon separately.

Commissioner Finnerty requested to pull Consent Item 4(a) to discuss and act upon separately.

3. Audience Comments

John Michael, Bay Street, spoke in opposition to allowing a former elected official to present a for-profit personal business during a public meeting.

Mike Greiger, Hermosita Drive, spoke in favor of establishing specific guidelines to follow in an emergency or disaster event.

Vice Mayor Friszolowski acknowledged that Colonel Greiger presented the City with a U.S. flag flown shortly after the 911 tragedy. The flag was donated during a ribbon cutting ceremony for City Hall and is currently displayed in the second floor lobby.

4. Consent

a. ~~*Approval of Co-Sponsored events for the 2017-18 fiscal year Pulled and re-assigned to Action Items*~~

b. Authorization to approve special event application for Vina Beer Fest for October 7, 2017.

c. Request approval of the proposal in the amount not to exceed $2,440.00 from Cribb Philbeck Weaver Group to design improvements to the electrical service panel at Paradise Grill under the Continuing Engineering Service Contract.

d. Request approval of the proposal from Crib Philbeck Weaver Group in the amount of $6,600.00 to perform a structural evaluation of the wooden piles supporting Merry Pier.

e. Request approval of Amendment #6 in the amount of $18,285.00 for the Blind Pass Road design contract with Michael Baker International for seawall design.

John Michael, Bay Street, spoke in opposition to fee waivers for City-sponsored events.

Hearing no further audience comments, Mayor Johnson called for a motion and the vote.

Vice Mayor Friszolowski moved to approve Consent Items 4(b), (c), (d), and (e) as presented. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

5. Action Items

a. Request approval of the bid proposal from Gibbs & Register, Inc., for the construction of the Paving & Drainage Improvements, Pass-A-Grille Way from 1st Avenue to 19th Avenue in the amount of $10,200,764.00.

City Manager Wayne Saunders reported that three responses were received from the pre-qualified bidders for Phase II of the Pass-a-Grille Way paving and drainage project. Additional costs will be assessed for items such as trees, utilities, street lights, and a new service connection to the stormwater lift station which will bring the total project cost to approximately $11.5 million.

Discussion was held in regard to the transition process, scheduling and length of the project, baffle boxes, PSTA bus routes, and south-end drainage.

Hearing no further Commission comments or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Pletcher moved to approve Item 5(a), to approve the bid proposal from Gibbs & Register, Inc., for the construction of the Paving and Drainage Improvements, Pass-a-Grille Way Phase II, from 1st Avenue to 19th Avenue in the amount of $10,200,764.00. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

b. Request approval of an Interlocal Agreement with Pinellas County for the relocation of County-owned and operated utilities and reclaimed water lines in conjunction with the Pass-a-Grille Way Road Construction from 19th Avenue to 1st Avenue.

Mr. Saunders explained the project is separate from the Pass-a-Grille Way reconstruction project.

> **Vice Mayor Friszolowski moved to approve Item 5(b), to approve an Interlocal Agreement with Pinellas County for the relocation of County-owned and operated utilities and reclaimed water lines in conjunction with the Pass-a-Grille Way road construction project from 19th Avenue to 1st Avenue. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.**

c. Approve the proposal from Cribb, Philbeck, Weaver Group in the amount of $538,900.00 to perform the engineering design to place underground the overhead electrical and related utilities along sections of Gulf Boulevard.

The proposed work will be performed under a contract that is associated with another municipality's project to lessen the costs and is funded through the Big C organization.

Hearing no further Commission comments or any audience comments, Mayor Johnson called for a motion and a vote.

Commissioner Falkenstein moved to approve Item 5(c), to approve the proposal from Cribb, Philbeck, Weaver Group in the amount of $538,900.00 to perform the engineering design to place underground the overhead electrical and related utilities along sections of Gulf Boulevard. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

d. Request approval of the proposal in the amount of $64,670.00 from George F. Young Inc., to perform design for repairs and to secure permits for the repairs for multiple City owned seawalls under the Continuing Engineering Services Contract.

The design and permitting for the seawalls in most need of repair will be based upon the most recent priority list.

Commissioner Finnerty moved to approve Item 5(d), to approve the proposal in the amount of $64,670.00 from George F. Young Inc., to perform design for repairs and to secure permits for the repairs for multiple City-owned seawalls under the continuing engineering services contract. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

e. Authorization of an Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2017 through September 30, 2018 in the amount of $2,303,887.78.

Mr. Saunders reported the annual renewal reflects a 5.77% increase due to the additional community policing deputy for beach and neighborhood patrol.

Hearing no further Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Finnerty moved to approve Item 5(e), to approve the Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2017 through September 30, 2018 in the amount of $2,303,887.78. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

f. Request approval of the Public Risk Management of Florida renewal proposal for City insurance policies, effective October 1, 2017 through September 30, 2018, in the amount of $572,594.

The City Manager reviewed the coverage associated with the 3.5% increased renewal contract.

Commissioner Pletcher moved to approve Item 5(f), to approve the Public Risk Management of Florida renewal proposal for City insurance policies, effective October 1, 2017 through September 30, 2018 in the amount of $572,594.00. The motion was seconded by Vice Mayor Friszolowski and unanimously approved by an individual roll call vote.

The following item was removed from the consent agenda and moved to action items.

4. a. Approval of Co-Sponsored Events for the 2017-18 Fiscal Year.

Jennifer McMahon, Recreation Director, reviewed the organizations that submitted requests for a City co-sponsorship to conduct their events.

Hearing no further Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Falkenstein moved to approve Item 4(a), to amend the budget for City Co-Sponsored Events: SPB Classic, deduct $500; Beach Goes Pops, deduct $500; and SPB 5K Series, deduct $250; and increase the amount for the Pass-a-Grille Boat Parade by $1,250. The motion was seconded by Vice Mayor Friszolowski.

Mayor Johnson announced that he would abstain from voting on the motion due to the fact that he sits on the Board of Directors for the St. Pete Beach Classic.

The motion was approved by a 4-0 vote with Mayor Johnson abstaining.

6. <u>Ordinances</u>

a. Ordinance 2017-16: First Reading and Public Hearing, an Ordinance of the City of St. Pete Beach, Florida amending the Firefighters' Retirement System.

City Manager Saunders summarized the changes to the pension benefits for the firefighters.

Hearing no further Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Finnerty moved to approve Item 6(a), Ordinance 2017-16, upon first reading, an ordinance of the City of St. Pete Beach, Florida, amending Chapter 66, Pensions and Retirement, Article IV, Firefighters' Retirement System, Division 1, generally, and Division 3, Benefits, of the Code of Ordinances of the City of St. Pete Beach; amending Section 66-251, Definitions, by amending the definitions of "actuarial equivalent," "credited service," "firefighter," "salary," and "spouse;" amending Section

66-252, Benefit Freeze and Maximum Benefit; amending Section 66-253, Membership; amending Section 66-254, Contributions; amending Section 66-326, Benefit Amounts and Eligibility; amending Section 66-328, Disability; amending Section 66-331, Maximum Pension; amending Section 66-335, Deferred Retirement Option Plan; amending Section 66-337, Prior Fire Service; amending Section 66-339, Benefits, effective January 1, 2013; adding Section 66-339.1, Supplemental Benefit Component for Special Benefits; Chapter 175, Share Accounts; providing for severability; providing for codification; providing for the repeal of all ordinances in conflict herewith to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

b. Ordinance 2017-25: First Reading and Public Hearing, an Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the Capital Improvement and Stormwater Funds; providing for conflicts, severability, construction, publication, and an effective date.

Mr. Saunders reported that the adjustments will align the Capital Improvement and Stormwater Funds with planned expenditures for the Pass-a-Grille Way road improvement project.

Mayor Johnson called for audience comments.

<u>Malak (no last name provided), Mangrove Street North, St. Petersburg</u>, student at St. Petersburg College, expressed appreciation to the Commission and to Administrative Services Director, Vince Tenaglia, and spoke in support of the proposed ordinance.

Hearing no further audience comments, Mayor Johnson called for a motion and the vote.

Vice Mayor Friszolowski moved to approve Item 6(b), Ordinance 2017-25, upon first reading, an ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the Capital Improvement and Stormwater Funds; providing for conflicts, severability, construction, publication, and an effective date. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

7. <u>Resolutions</u>

a. Resolution 2017-11: Declaring as surplus certain City owned vehicles, assets and equipment, authorization for the City Manager to dispose of same in the manner required by law.

Hearing no Commission or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Pletcher moved to approve Item 7(a), Resolution 2017-11, a resolution of the City of St. Pete Beach, Pinellas County, Florida declaring as surplus certain City-owned vehicles, assets and equipment and authorizing the City Manager to dispose of said assets in the manner required by law. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

8. Items for Discussion

There were no items for discussion.

9. Audience Comments 2

There were no audience comments.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following items:

- Planning Board voted to change their monthly meetings to the first Monday of each month beginning at 4:00 p.m.
- Update to City Commission meeting dates during the holiday season

City Manager Saunders reported on the following items:

- City Commission meeting dates during the holiday season are November 14 and 28, 2017; and December 5 and 12, 2017
- Status of debris and seaweed collection

City Attorney Dickman reported on the following item:

- Update on a proposed hoarding ordinance

Commissioner Pletcher reported on the following items:

- Vina del Mar Beer Festival on October 7^{th}
- Vina del Mar Annual Garage Sale on October 4^{th}
- Status of debris collection

Vice Mayor Friszolowski reported on the following item:

- Civic associations will begin their homeowner meetings soon

Commissioner Falkenstein reported on the following items:

- Non-working street lights
- Library activities
- Australian Pine tree survey

- FEMA reimbursement guidelines

Commissioner Finnerty reported on the following items:
- St. Alban's Episcopal Church plantings
- Blind Pass Road and 75th Avenue construction completed
- City Hall landscaping
- Home Rule article

Mayor Johnson reported on the following items:
- Blind Pass Road and 75th Avenue construction completed
- Disaster debris removal
- Legal fees in connection with Anderson lawsuits
- Award of Achievement from the Government Finance Officers Association (GFOA)
- Proposed comedy hall of fame

11. <u>Adjournment</u>

There being no further business to come before the Commission, the meeting was adjourned at 8:02 p.m.

Attest:

______________________________ ______________________________
Rebecca C. Haynes, City Clerk Al Johnson, Mayor

Minutes approved on: ___________

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to approve payment for annual maintenance support and hosting services from Vermont Systems for the Recreation Department in the amount of $13,854.00.
Date:	October 24, 2017
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The City Commission approved expenditures for the Vermont System recreation software in the FY2016 budget. Vermont Systems is to provide software maintenance and support services for the Licensed Software that includes distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Additionally, they provide hosting services for the software and web based activity. This annual fee is a sole source from Vermont System to manage and host the software we purchased from them. The software addresses both recreation and financial needs in facility, registration, pass management, rentals and web-based activity.
Funding:	This item is budgeted in account #001-6106-572-5310
Requested Motion:	"I move to approve payment of annual maintenance support and hosting services for the Recreation Department in the amount of $13,854.00."
Attachments:	Invoice
Reviewed by City Manager:	WS ___

Vermont Systems
Recreation & Parks Software

Invoice

Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

(802) 879-6993

Customer No.: FL-ST PETE B
Invoice No.: 56263

Bill To: **City of St Pete Beach**
Jennifer McMahon
155 Corey Ave.
Saint Pete Beach, FL 33706

Ship To: **City of St Pete Beach**
155 Corey Ave.
Saint Pete Beach, FL 33706

Date	Ship Via	F.O.B.	Terms
10/01/17	Ground	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
	07/13/17		46874

Quantity Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount
1.000	1.000		V-RT-MU-AR-M	Activity Reg-M/U Annual MA.	$490.00	$490.00
1.000	1.000		V-RT-MU-FR-M	Facility Res-M/U Annual MA	$490.00	$490.00
1.000	1.000		V-RT-MU-PM-M	Pass Mgmt Photo-M/U Annual Maintenance (NO Print Pass/ ID Card)	$490.00	$490.00
1.000	1.000		V-RT-MU-PMI-M	Pass Mgmt ID Integration Photo ID Card/Biometric Annual Maintenance,Multi Usr	$180.00	$180.00
1.000	1.000		V-RT-MU-SA-M	RT SystemAdmin. M/U Annual Maintenance	$400.00	$400.00
4.000	4.000		V-RT-MU-AU-M	RecTrac Add'l User Annual MA Over Two	$50.00	$200.00
1.000	1.000		T-PG-M	Progress Annual Maintenance	$450.00	$450.00
12.000	12.000		V-HS-S1	VSI Hosting Service Silver 5 Users Monthly Fee	$650.00	$7,800.00
12.000	12.000		V-HS-S2	VSI Hosting Service Silver 01 ADD Users Monthly Fee	$40.00	$480.00
1.000	1.000		V-RT-IN-GL-M	General Ledger Interface Annual Maintenance	$300.00	$300.00
1.000	1.000		V-WT-SU-IS-6-M	Web Internet Software, Incl:RT Integration s/w 6-15 Users, Annual MA, 25 Agents.	$750.00	$750.00
1.000	1.000		V-WT-SU-AR-M	WebTrac Activity Reg Annual Maint, 1-15 Users	$190.00	$190.00
1.000	1.000		V-WT-SU-FR-M	WebTrac Facility Reserv, 1-15 Annual Maint.	$190.00	$190.00
1.000	1.000		V-WT-SU-AU-M	WebTrac InternetS/W 25 Add'l Usr Annual Maint for WebTrac 25 Agents	$125.00	$125.00
1.000	1.000		V-WT-SU-MWT-M	Mobile WebTrac Basic Maint.	$390.00	$390.00
1.000	1.000		T-PG-SU-WB-M	Progress WebSpeed Transact. Server, Annual MA	$329.00	$329.00
1.000	1.000		V-PT-IN-ERI-M	VSI Credit Card External Redirect Interface Annual MA	$600.00	$600.00

Vermont Systems
Recreation & Parks Software

Invoice

Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

(802) 879-6993

Customer No.: FL-ST PETE B
Invoice No.: 56263

Bill To: **City of St Pete Beach**
Jennifer McMahon
155 Corey Ave.
Saint Pete Beach, FL 33706

Ship To: **City of St Pete Beach**
155 Corey Ave.
Saint Pete Beach, FL 33706

Date	Ship Via	F.O.B.	Terms
10/01/17	Ground	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
	07/13/17		46874

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
				Invoice subtotal		$13,854.00
				Invoice total		$13,854.00

COVERS: 10/1/17-9/30/18

RecTrac MainTrac GolfTrac TeleTrac WebTrac

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request for approval of Fitness Passport Service Agreement with OptumHealth Care Solutions, LLC
Date:	October 24, 2017
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The Fitness Passport Service Agreement is between the OptumHealth Care Solutions, LLC and the City of St. Pete Beach permitting the St Pete Beach Community Center be a facility that provides fitness services to support customers of OptumHealth. OptumHealth provides a very similar program to Healthway's SilverSneaker program that the Community Center has been involved with since 2013 bringing in over 700 senior members. OptumHealth's customers have United insurance, who broke off from Healthways to create this program just for their customer. The agreement has been reviewed by the city attorney's office and the requested changes they made to OptumHealth were made in this final agreement provided to commission.
Funding:	N/A
Requested Motion:	"I move to approve the request for approval of the Fitness Passport Service Agreement with OptumHealth Care Solutions, LLC."
Attachments:	Agreement and Enrollment Packet
Reviewed by City Manager:	WS

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this "Agreement") is entered into on August 31, 2017 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and City of St. Pete Beach dba St. Pete Beach Recreation Center ("City"). For purposes of this Agreement, City and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, City wishes to become part of the Optum Fitness Passport City comprised of facilities that provide services to support the Fitness Passport Program to customers of Optum; and

WHEREAS, Optum provides its customers and related Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum and City wish to enter into this Agreement so that Optum customers and related Members may access the Fitness Passport Program and its associated benefits.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Network Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder or a benefit holder's spouse enrolled in a qualifying health plan that may or may not be a member of a Participating Network Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder or a benefit holder's spouse enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Network Facility.

Participating Network Facility: A Network facility including its branches contracted under this Agreement to provide services to Members under the Fitness Passport Program as outlined in Appendix A herein.

Network Facility Reimbursement: The payment for which Optum has agreed to distribute to City for each Member who meets or exceeds the established Fitness Passport Program visit requirements as defined by Optum in Appendix A.

ARTICLE 2
TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) day written notice to the other Party;

b) By either Party upon mutual written agreement; or

c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

a) Bankruptcy, insolvency or the dissolution of either Party;

b) Assignment of this Agreement by either Party without the permission of the other Party; or

c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to City by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3
OBLIGATIONS OF CITY

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Network Facility shall provide all Members with access to the Participating Network Facility and all regular City services, during the hours of operation as advertised by the Participating Network Facility to include, if applicable, an orientation to the Participating Network Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Network Facility will provide Members with membership to their facility at the rate set forth in Appendix A.

3.2 Acknowledgement. City acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the City as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. City shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree City shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re- directed to the City. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with City in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. City will assign an account management team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4
OBLIGATIONS OF OPTUM

4.1 Payment to City. Optum shall pay City the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets or exceeds the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. City understands that Members are responsible for paying Participating Network Facilities the membership dues and/or associated fees. Optum shall not be responsible or liable for any membership dues and/or associated fees that a Member fails to pay to a Participating Network Facility.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5
CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Network Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

City hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide City with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and City shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to City that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, City obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

City hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of City and its affiliates (collectively, the "City Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Use of the City's marks requires City authorization prior to use by Optum and its affiliates. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. City hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6
DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7
RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct. City shall also indemnify Optum for (a) any damages arising from a claim by a third party as a result of services performed by a Participating Network Facility; (b) any damages incurred by Optum that result from City's failure to comply with requirements of Section 3.3 Compliance with Applicable Laws; and (c) for any claim brought by a Member for the failure to deliver services by Participating Network Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8
MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than $1,000,000 per occurrence and $3,000,000 annual aggregate.

8.4 Certificate of Insurance. City and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third-party auditor to review the files and materials used by City for the purpose of auditing compliance by City with the Access & Performance Minimums set forth in Section 1 of Appendix B. Optum may exercise such right of audit during normal business hours upon ten (10) business days prior written notice to City. City shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, City shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. City and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. City acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require City's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. If any litigation shall stem from this Agreement a Florida court with jurisdiction shall hear the case.

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the City and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC

Attn: Contracts Administration
11000 Optum Circle
Eden Prairie, MN 55344

Notice to City:
City Manager
City of St. Pete Beach
155 Corey Ave
St. Pete Beach, FL 33706

8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

8.14 Public Records. Optum shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701, notwithstanding statutory confidentiality exceptions. **IF OPTUM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPTUM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC 11000 Optum Circle Eden Prairie, MN 55344		**City of St. Pete Beach** 155 Corey Ave St. Pete Beach, FL 33706	
Signature:		Signature:	
Print Name:		Print Name:	
Print Title:		Print Title:	
Date:		Date:	

Internal Control No.: 00370114.0

Appendix A

Fitness Passport Program
Fees and Description of Services

I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.

II. **City Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network for each participating Member a pre-determined amount each calendar month, when the Member meets the program criteria as defined by Optum below:

Member Participation Requirement	City Reimbursement amount paid by Optum
Member visits Participating Network Facility during calendar month	$4.00 per visit to Participating Network Facility with a maximum monthly payment of $32.00 (8 visits)

III. **Description of Services:**

1. City Responsibilities.

City shall be responsible for:

a) Participating Network Facility Membership Fees: In connection with participating in the Fitness Passport Program, Participating Network Facilities shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Members who have existing memberships with Participating Network Facilities or other gyms, either directly or through a third party, do not need to terminate their existing membership contract. City will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.

b) City will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.

c) Maintaining a Web site that provides Participating Network Facilities locations including City branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Network Facility including braches. City shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the City or Optum's designated third party will deliver to Optum, in a mutually agreed upon file format, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the City each month (from zero visits to 12 or more visits per month). City is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to City. Only those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the City has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement.

e) Upon receipt of Fitness Passport Program utilization information on a monthly basis from Optum, on or before the first day of the month following the data submission or the next business day if the first day of the month falls on a weekend or holiday, Optum or Optum's designated third party will direct the Network Facility Reimbursement into City's designated account via EFT.
In the event that data processing errors are found, these errors can be corrected in the next month's payment cycle.

f) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.

g) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.

b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.

c) Posting updated facilities as a Participating Network Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.

d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from City or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to City. Optum will designate with an error code any records which are ineligible for any such payments.

e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will upload to the specified FTP site the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to City. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to City for the prior month.

f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

a) Details of Fitness Passport Program Member benefits are available upon request and may be changed from time to time at the sole discretion of Optum. Optum shall use reasonable commercial efforts to notify Participating Network Facilities thirty (30) days prior to such changes.

b) The Network Facility Reimbursement period for City is for each calendar month, not the fifteenth of the month to the fifteenth of the following month or based upon the date when the individual joins the Fitness Passport Program. A Member who signs up for the Fitness Passport Program will enable City to be eligible to earn an City Facility Reimbursement payment from Optum in the month he or she enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, City may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a City on or after January 1 through the end of January.

Appendix B

Fitness Passport
Program Performance
Standards

City and Optum accept the minimum performance standards set forth below.

Section 1
Minimum Standards

1.1 Customer Service: Participating Network Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. City will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	**Timeframe**
E-mails and written inquiries to and from Participating Network Facilities and Optum	Response within two (2) business days
Member complaint and/or grievance resolution	City must notify Optum in a timely manner of any disputes or other grievances involving Members and work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: City, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
City or Optum's designated third party to upload usage file to Optum's FTP site *	**Optum to upload eligibility verification file to Optum's third party designated FTP site**	**Optum or Optum's designated third party to transmit the City Facility Reimbursement to City's designated account**
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage and February data

* Member's monthly usage reports are to be reported to Optum's designated third party by the fifth day of the month.

healthy contributions

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Optum® Fitness Advantage

Enrollment Packet

Wellness. Rewarded.

Dear Club Contact/Manager,

Welcome to Healthy Contributions, LLC; your fitness reimbursement processor.

We have designed this packet to supply you with the necessary forms and documents in order to use our data and payment services.

Please review and complete as necessary the following documents, and fax (using the enclosed fax cover sheet) or email them back to us:

- Program Agreement
- Club Direct Deposit Form
- Smart Login Website Access Form
- Club Enrollment Form

Make sure to store the original documents in a secure location for future reference. After we receive your completed documents, we will contact you with a confirmation email.

Once you receive the confirmation email, you will be able to log into the Healthy Contributions website using the credentials on your confirmation email and begin entering your members' demographics and their fitness incentive provider information. Training is available upon request.

The confirmation email will also contain instructions included for your staff on how to navigate through the Healthy Contributions portal. These instructions include how to add new members, report monthly utilization records, and view return reports.

Please feel free to contact us at any time, should you have any questions.

Thank you for choosing Healthy Contributions!

Yours in Health,

The Healthy Contributions Team
network@healthycontributions.com
Fax: 651-438-5196

Table of Contents

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Fax cover sheet

Fax documents to: 651-438-5196

TO: Healthy Contributions

FROM: ______________________________

____

____

PAGES INLUDING COVER SHEET: ________

DATE: ____________

NOTES: ______________________________

____

____

Fax Includes:

- ☐ Program Agreement
- ☐ Club Enrollment Form
- ☐ Club Direct Deposit Form
- ☐ Smart Login Website Access Form

4
For internal use only

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PROGRAM AGREEMENT

Primary Address:________________________________ Address #2:________________________________

Business Name (DBA):______________________ Primary Contact Number: ______________________________

Business Name (Legal):______________________ City: ______________ State: _______ Zip: ______________

This Agreement is made on ___________________, 20___, by and between Healthy Contributions, LLC ("HC") and ______________________ ("City") and will confirm the arrangement under which HC is providing payment-processing services for City's facility and data transfer and disbursement services for the Optum Fitness Passport Program (Program Provider), all as set out below.

1. **Appointment:** City hereby appoints HC to act as its reimbursement processor for the Optum Fitness Passport Program. The duties of HC are as follows: (A) provide a platform for the entry of data; (B) collect and provide specific Program usage data to the Program Provider; (C) return status of this data to City via web reporting; and (D) if applicable, disburse any monies to the City based upon instructions from the Program Provider.
2. **Service:** HC agrees to facilitate the collection and transfer of data and funds for City as this information is provided to HC. To that end, by the 5th calendar day of each month for the prior month, City shall provide HC with the member usage information for City's facility as requested, and in the format required, by HC. Disbursement of funds hereunder by HC to City shall occur at the times agreed to by HC and the Program Provider, but is contingent upon data and funds received from the associated Program Provider, and upon City's provision of member usage information in the formats required by HC.
3. **Management:** HC has agreed to manage the reimbursement portion of the Optum Fitness Passport Program. Management and maintenance of City shall include audits of usage data. City's staff is subject to record and data review by HC. Instances where HC has reasonable cause for audits or record and data reviews will be initiated with a written notice that specifies the purpose and scope of the record and data review and will be sent to City by certified mail. If improprieties are found or suspected, a review of participation will be initiated with due process and Program Provider in question and may result in a warning, probation, suspension or City's permanent removal from the program.
4. **Fees:** Optum agrees to pay all applicable HC fees on behalf of the City, for services herein. HC will not be liable to City or be in breach of this Agreement for events directly related to the failure of City to comply with its reporting obligations to HC or due to the failure of the Program Provider to provide HC with the appropriate information so that HC can perform its obligations hereunder. In the event that Optum fails to pay any HC fees on behalf of the City as set forth herein, HC can immediately terminate this Agreement upon written notice to City, and City will notify all participating members of the program that benefits will cease.
5. **Termination & Closing club(s):** Unless otherwise terminated pursuant to Section 4, either party may terminate this Agreement by giving the other party (30) days written notice. If City is discontinuing its involvement in a Program, it will immediately notify all participating members of the Program that benefits will cease. It must also immediately notify HC to close out accounts and provide HC with current member status. HC will notify the Program Provider, if necessary.
6. **Sale:** If City sells the facility to a new owner, City must agree to provide to Healthy Contributions the identity and contact information of new ownership. This agreement will immediately terminate without further obligation from HC or City. Fees that are owed for the final processing period will be the responsibility of Optum. Any processing that is submitted past the date of sale is still calculated by usage month and Optum is responsible for paying these fees to HC.
7. **Confidentiality:** Notwithstanding Florida Statute 119.0701 Public Records Law, during the term of this Agreement and at any time after, City will keep confidential and not disclose any Confidential Information (as defined below) nor will City use the Confidential Information listed below for a purpose causing harm or damage to HC. City will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, but not be limited to, the terms of this Agreement, including any financial terms, trade secrets, the identity of any Program providers, unique identifiers, Personal Information (as defined below), and reimbursement amounts.
8. **Privacy:** Notwithstanding Florida Statute 119.0701 Public Records Law, during the term of this Agreement and at any time after, if City obtains or has access to "Personal Information", City agrees to comply with all applicable privacy laws and to hold and protect all "Personal Information" in strict confidence and maintain the confidentiality of this information except as required by law or a court order.
    a. "Personal Information" means any information about or concerning an individual including, but not limited to:
        i. An individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver's license number or state identification card number; (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number; (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional;

9. **Forms; Programs:** HC shall advise City that City's facility has the option to either 1.) Maintain original documents related to the participating member's Program Providers enrollment forms in a secure location consistent with existing record retention policies, 2.) Return documents and forms back to the member after inserting this information into the enrollment website, or 3.) Destroy forms in a secure manner. All options stand unless state law record retention requirements state otherwise. City is solely responsible for the membership agreement that City uses. HC will provide City with a copy of the participating Program Provider's enrollment forms and City shall make copies for enrollment. City will not be allowed to make changes to the enrollment forms.
10. **Visits:** All visits for this Program by City's members must be performed at City's facility. Events, programs, classes or other activities hosted by City outside of City's physical facility will also be eligible for being counted in the cumulative total number of visits for members if City has a commercially reasonable method of tracking such activity.
11. **Trademark Usage:** All advertisements or other marketing materials referencing a Program Provider's name, trademark, service mark, logo or other commercial symbol must be approved by that Program Provider's legal department of the City of Program Provider prior to publication. Requests can be facilitated through HC.
12. **Indemnification:** Liability: The parties agree to defend, indemnify and hold each other , harmless , its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission ; or (b) any injury or Damage caused in connection with providing services hereunder.
13. **Dispute Resolution:** In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. If any litigation shall stem from this Agreement a Florida court with jurisdiction shall hear the case.
14. **Entire Agreement:** This Agreement, including the documents referenced herein, is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers); provided, however, HC may amend the FPR&D and the Policy (all as defined below) at any time. Copies of this Agreement with signatures transmitted by facsimile shall be deemed to be original signed versions of this Agreement.
15. **Additional Documents:** City acknowledges that it has read and understands this Agreement, the Optum Fitness Passport Program Information Packet document, and the Cancellation Policy (the "Policy"). In the event of a conflict between the terms of this Agreement and any of the foregoing documents, the terms of this Agreement shall control.
16. **Facility Liability Insurance:** City will at its own cost and expense, maintain (and cause its subcontractors working on the facility, if any to maintain) the following insurance coverage in full force: Workers' Compensation Insurance and Commercial Liability Insurance, with limits of not less than $1,000,000. The insured must give Healthy Contributions thirty (30) days' written notice before the insurance is cancelled or altered in a way that no longer satisfies the requirements City will need to provide a copy of the current certificate of liability insurance.
17. **Benefits; Assignment:** This Agreement shall inure to the benefit of and shall bind the successors and permitted times assigns of both parties to this Agreement. City may not assign or transfer its interest in this Agreement without the prior written consent of HC.
18. **Acknowledgments:** City acknowledges: (A) that HC is not a payer of services, nor an insurer with respect to any services provided by City and its only obligation with respect to funds received from the Program Provider is to disburse the funds in accordance with the instructions of the Program Provider; (B) that HC shall have no obligation to disburse funds hereunder if a Program Provider fails to provide the funds for reimbursement to HC; and (C) that HC has not made any representation, warranty or guarantee as to any revenue that it may derive from any program.
19. **Assignment:** Neither party shall assign this agreement, its rights or obligations under this agreement or grant a security interest in or pledge as collateral any interest herein or therein without written consent of the non-assigning party.
20. **Non-exclusivity:** Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.
21. **Email:** Healthy Contributions may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services. Notwithstanding, any formal notifications regarding this Agreement shall be sent to the other party via certified mail for approval and verification that such mailings do not violate privacy laws or opt out notifications by the intended recipient.

Healthy Contributions, LLC		*City*	
By:		Signee Name:	
Title:		Title:	
Signature:		Signee Email:	
Date:		Signature:	
		Date:	

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Club Enrollment Form

Each location's profile will be setup with the Optum® Fitness Advantage Program.

Primary Club Name: ______________________ Facility Phone: ____________
Address: ____
City: ______________ County: ______________ State: __________ Zip: __________
Primary Contact Name: ______________________ Title: ____________
Primary Contact Email: ______________________ Primary Contact Phone: ____________
Facility Website URL: ______________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

****If primary contact is different for each location, please indicate below.**

Other Location(s)/Branches:
Name: ______________________
Address: ______________________
City: ______________ State: __________
County: ______________ Zip: __________
Facility Phone: ______________________
Primary Contact Name: ______________________
Primary Contact Email: ______________________
Primary Contact Phone: ______________________
Facility Website URL: ______________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

Other Location(s)/Branches:
Name: ______________________
Address: ______________________
City: ______________ State: __________
County: ______________ Zip: __________
Facility Phone: ______________________
Primary Contact Name: ______________________
Primary Contact Email: ______________________
Primary Contact Phone: ______________________
Facility Website URL: ______________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

Name: ______________________
Address: ______________________
City: ______________ State: __________
County: ______________ Zip: __________
Facility Phone: ______________________
Primary Contact Name: ______________________
Primary Contact Email: ______________________
Primary Contact Phone: ______________________
Facility Website URL: ______________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

Name: ______________________
Address: ______________________
City: ______________ State: __________
County: ______________ Zip: __________
Facility Phone: ______________________
Primary Contact Name: ______________________
Primary Contact Email: ______________________
Primary Contact Phone: ______________________
Facility Website URL: ______________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

If additional locations are needed please see Page 10.

Other Location(s)/Branches:
Name: ______________________________
Address: ______________________________
City: ____________________ State: ________
County: ____________________ Zip: ________
Facility Phone: ______________________________
Primary Contact Name: ______________________________
Primary Contact Email: ______________________________
Primary Contact Phone: ______________________________
Facility Website URL: ______________________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

Other Location(s)/Branches:
Name: ______________________________
Address: ______________________________
City: ____________________ State: ________
County: ____________________ Zip: ________
Facility Phone: ______________________________
Primary Contact Name: ______________________________
Primary Contact Email: ______________________________
Primary Contact Phone: ______________________________
Facility Website URL: ______________________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

Name: ______________________________
Address: ______________________________
City: ____________________ State: ________
County: ____________________ Zip: ________
Facility Phone: ______________________________
Primary Contact Name: ______________________________
Primary Contact Email: ______________________________
Primary Contact Phone: ______________________________
Facility Website URL: ______________________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

Name: ______________________________
Address: ______________________________
City: ____________________ State: ________
County: ____________________ Zip: ________
Facility Phone: ______________________________
Primary Contact Name: ______________________________
Primary Contact Email: ______________________________
Primary Contact Phone: ______________________________
Facility Website URL: ______________________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

Name: ______________________________
Address: ______________________________
City: ____________________ State: ________
County: ____________________ Zip: ________
Facility Phone: ______________________________
Primary Contact Name: ______________________________
Primary Contact Email: ______________________________
Primary Contact Phone: ______________________________
Facility Website URL: ______________________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

Name: ______________________________
Address: ______________________________
City: ____________________ State: ________
County: ____________________ Zip: ________
Facility Phone: ______________________________
Primary Contact Name: ______________________________
Primary Contact Email: ______________________________
Primary Contact Phone: ______________________________
Facility Website URL: ______________________________
Does your facility offer group fitness classes? Y / N
Does your facility have a pool? Y / N
Is your facility: ☐ Co-Ed ☐ Women Only

If additional locations are needed please insert/attach to this document.

Signature of Qualified Club Personnel: ______________________________

Today's Date: ____________________

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Club Direct Deposit Form

Club Information

Facility Name: ______________________________

Primary Contact first and last name: ______________________________

Address: ______________________________ Club Phone number: ____________________

City: ____________________ State: __________ Zip Code: ______________

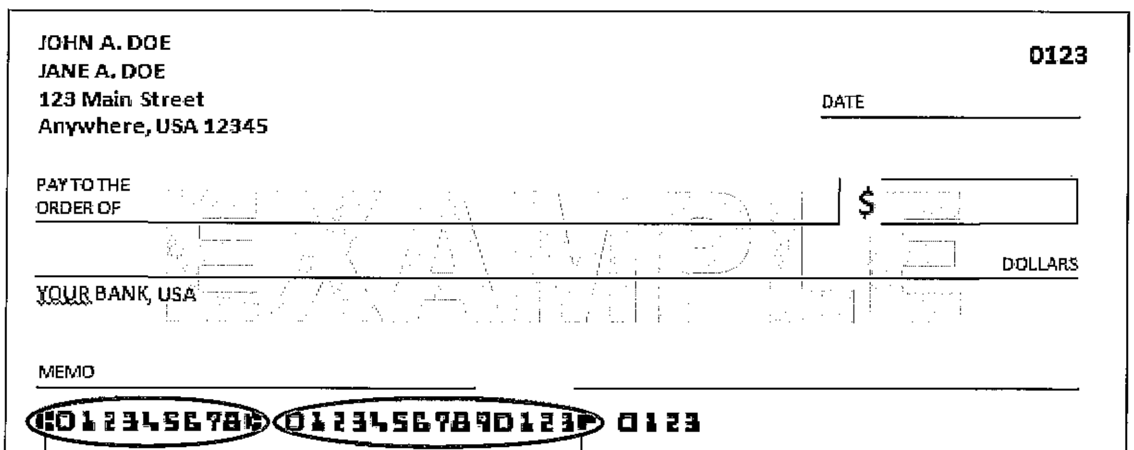
Direct Deposit Information - Please choose one option below:

Electronic Funds Transfer: ☐ Checking ☐ Savings

Name on Account: ______________________________

Financial Institution: ______________________________

YOU MAY PASTE A VOIDED CHECK BELOW OVER THE EXAMPLE CHECK PROVIDED-**No Deposit Slips Please**



Routing Number: ☐☐☐☐☐☐☐☐☐ Account Number: ____________________

I authorize Healthy Contributions to initiate automatic deposits to my account at the financial institution indicated above. Further, I agree not to hold Healthy Contributions responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. If funds are deposited in error, I understand that a retraction may occur. This agreement will remain in effect until Healthy Contributions receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to Healthy Contributions.

Signature: ______________________________ Date: ______________

Healthy Contributions | 111 Weir Drive | Woodbury, MN 55125 | F: 651.438.5196 | network@healthycontributions.com

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Smart Login Website Access Form

This setup will allow you will have access to a variety of tools, reports, and support documentation to manage your reimbursement programs. Please complete and return this form to Healthy Contributions to initiate the setup process.

Facility Name and City:____

Note: Each login must have a unique email address which will be used as the username. Please record your entries for future reference.

Passwords must be at least 8 characters and contain at least 1 letter and 1 number.

User 1:

First and Last name:_______________________________________

Email address:___________________________ Password: ______________________

User 2:

First and Last name:_______________________________________

Email address:___________________________ Password: ______________________

User 3:

First and Last name:_______________________________________

Email address:___________________________ Password: ______________________

User 4:

First and Last name:_______________________________________

Email address:___________________________ Password: ______________________

If you would like additional users to have access to your Healthy Contributions portal, please complete a second SmartLogin Form.

Healthy Contributions | 111 Weir Drive |Woodbury, MN 55125 | F: 651.438.5196 |network@healthycontributions.com

Fitness Incentive Program Procedures

Facility Responsibilities

- Complete all Healthy Contributions set up forms and email or fax back to Healthy Contributions.
- Complete Optum agreement.
- Retain a copy of all program forms in a secure place.
- Make a copy of each member's confirmation letter for reference and store in secure location.
- Enter all member demographic and confirmation number into Healthy Contributions.
- Between the 1st through the 5th calendar day of each month, report monthly utilization records to Healthy Contributions.
- Correct any false demographic or fitness incentive provider information based on monthly return reports promptly to safeguard proper payments.

Resubmitting Past Usage Information

- You may resubmit a member's past usage at any time during the month. It will be submitted with the next month's file submission. (Example: resubmit for December's usage on February 10, it will be submitted with February's file submission through the 1st and the 5th calendar day of March.)
- The Optum® Fitness Advantage Program will only accept resubmissions for up to 2 months. Please know that it is always up to the program provider to approve or deny any resubmissions.

Viewing and confirming monthly Return Reports

- It is REQUIRED that on or after the 25th of EACH month, the facility logs in to www.healthycontributions.com and views the return report.
- Verify information as necessary on the online return reports.
- Correct any incorrect information, paying special attention to all members the club was not paid for if the member had visits, and make resubmissions as necessary.

Reimbursements

- Healthy Contributions will directly receive fitness plan funds and will disperse them directly to the club's bank account on or after the 25th of each month.

Changes, Corrections and Deletions

- The facility is solely responsible for any changes, corrections and deletions made to member demographic and fitness incentive insurance information.

Cancellation Policy

- Please see specific program information noted under Cancellation Policy Information in this document.

Typical Processing Timeline

Member Exercise Period | 1st – end of month

- Members work-out periodically throughout the month.
- **Clubs receive payments based on individual member's usage, as detailed in the Optum Agreement.**

Usage Submission | 1st – 5th calendar day of the month

- Member utilization records should be reported to www.healthycontributions.com before the 5th calendar day at mid-night.
- Also during this time, you may enter any resubmissions you might have following the resubmission guidelines.
- Following submission, usage files are transferred by Healthy Contributions to the Optum® Fitness Advantage Program for processing.

Data Exchange | 6th – End of month

- Healthy Contributions submits one completed usage file to program provider by the 6th of the month or the next available business day.
- The Optum® Fitness Advantage Program team reviews the usage file.
- The usage file is returned to Healthy Contributions with status codes by the end of the month or the next available business day.

Reimbursement | On or after the 25th of month

- Clubs receive payment based on the criteria and payment schedule outlined by the Optum Agreement.
- Return reports are made available to your club for reconciliation.

Resubmissions | Can be entered any time throughout the month

- The Optum® Fitness Advantage Program will only accept resubmissions for up to 2 months. For example, resubmissions for the month of April must be entered into the HC website by July's submission (the 1st-5th calendar day) period. April resubmissions will not be accepted after July and the club will not be paid for those visits.

Additional information, detailed instruction sheets, tutorials, and walk-throughs are available upon request.

Cancellation Policy Information

Member Cancellations

- Each facility is required to have prearranged member cancellation policy in place.
- It is important that the facility knows that they can only expect to receive a payment for the members' visits that were made on the last month of their membership.
- Please ensure that the members stay in the Healthy Contributions web portal until the last month's payment has been received. Failure to adhere to this may result in non-payment.

Facility Cancellations

- **The Optum agreement requires Optum® Fitness Advantage clubs to provide written notice to Optum of cancellation per the details outlined in the Optum agreement.**
- If you wish to cancel; please provide a cancellation notice to Healthy Contributions in writing by emailing network@healthycontributions.com. Healthy Contributions will send you a confirmation email once approved. Please note that cancellation is not accepted until email confirmation is sent back to club. The facility is responsible for notifying participating members of program cancellation.

Facility Closures

- It is the owner's responsibility to notify Healthy Contributions when the facility is closing. A 30-day notice is required.
- The facility must email their closing notice to: network@healthycontributions.com, or fax to: 651-438-5196.
- Members can locate and re-enroll in the Optum® Fitness Advantage Program at another participating location. Members can contact the Optum® Fitness Advantage team for a list of participating clubs in the area.
- It is the facility's responsibility to notify all members of the club closure.

Club Marketing Guidelines

Marketing is an important part of operating a successful business, which is why we have included some tips on marketing the Optum® Fitness Advantage Program in your facility.

Use of logo information

- **It is not advised to use the program provider's name, logo, or likeness, in circulars, advertisements, web content, or other forms of solicitation without the expressed consent of that particular program provider.**
- If you have questions about the marketing this program, please contact Healthy Contributions at network@healthycontributions.com or call your program representative.

Inquire with prospective members concerning which insurance provider they currently have

- Prospective members may be intrigued to learn that your facility participates in the Optum® Fitness Advantage Program.

Word of Mouth

- Be sure to thoroughly explain the program details to your members. The participating members will be your biggest advocate and asset!
- Encourage your Optum® Fitness Advantage members to refer their friends and family to your club.

Offer promotional Senior Friendly days

- Post fliers around your facility offering a day for members to come and learn about your facility.
- Offer small refreshments to those in attendance.
- Explain to those in attendance the importance of fitness and the benefits of choosing a healthy lifestyle.

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PROGRAM AGREEMENT

Primary Address:____________________________ Address #2:____________________________

Business Name (DBA):____________________ Primary Contact Number: ________________________

Business Name (Legal):____________________ City: ____________ State: ______ Zip: ____________

This Agreement is made on __________________, 20___, by and between Healthy Contributions, LLC ("HC") and ____________________ ("Client") will confirm the arrangement under which HC is providing payment-processing services for Client's facility and data transfer and disbursement services for the Optum Fitness Passport Program (Program Provider), all as set out below.

1. **Appointment:** Client hereby appoints HC to act as its reimbursement processor for the Optum Fitness Passport Program. The duties of HC are as follows: (A) provide a platform for the entry of data; (B) collect and provide specific Program usage data to the Program Provider; (C) return status of this data to Client via web reporting; and (D) if applicable, disburse any monies to the Client based upon instructions from the Program Provider.
2. **Service:** HC agrees to facilitate the collection and transfer of data and funds for Client as this information is provided to HC. To that end, by the 5th calendar day of each month for the prior month, Client shall provide HC with the member usage information for Client's facility as requested, and in the format required, by HC. Disbursement of funds hereunder by HC to Client shall occur at the times agreed to by HC and the Program Provider, but is contingent upon data and funds received from the associated Program Provider, and upon Client's provision of member usage information in the formats required by HC.
3. **Management:** HC has agreed to manage the reimbursement portion of the Optum Fitness Passport Program. Management and maintenance of Client shall include audits of usage data. Client's staff is subject to record and data review by HC. Instances where HC has reasonable cause for audits or record and data reviews will be initiated with a written notice that specifies the purpose and scope of the record and data review and will be sent to Client by certified mail. If improprieties are found or suspected, a review of participation will be initiated with due process and Program Provider in question and may result in a warning, probation, suspension or Client's permanent removal from the program.
4. **Fees:** Optum agrees to pay all applicable HC fees on behalf of the Client, for services herein. HC will not be liable to Client or be in breach of this Agreement for events directly related to the failure of Client to comply with its reporting obligations to HC or due to the failure of the Program Provider to provide HC with the appropriate information so that HC can perform its obligations hereunder. In the event that Optum fails to pay any HC fees on behalf of the Client as set forth herein, HC can immediately terminate this Agreement upon written notice to Client, and Client will notify all participating members of the program that benefits will cease.
5. **Termination & Closing club(s):** Unless otherwise terminated pursuant to Section 4, either party may terminate this Agreement by giving the other party (30) days written notice. If Client is discontinuing its involvement in a Program, it will immediately notify all participating members of the Program that benefits will cease. It must also immediately notify HC to close out accounts and provide HC with current member status. HC will notify the Program Provider, if necessary.
6. **Sale:** If Client sells the facility to a new owner, client must agree to provide to Healthy Contributions the identity and contact information of new ownership. This agreement will immediately terminate without further obligation from HC or Client. Fees that are owed for the final processing period will be the responsibility of Optum. Any processing that is submitted past the date of sale is still calculated by usage month and Optum is responsible for paying these fees to HC.
7. **Confidentiality:** During the term of this Agreement and at any time after, Client will keep confidential and not disclose any Confidential Information (as defined below) nor will Client use the Confidential Information listed below for a purpose causing harm or damage to HC. Client will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, but not be limited to, the terms of this Agreement, including any financial terms, trade secrets, the identity of any Program providers, unique identifiers, Personal Information (as defined below), and reimbursement amounts.
8. **Privacy:** During the term of this Agreement and at any time after, if Client obtains or has access to "Personal Information", Client agrees to comply with all applicable privacy laws and to hold and protect all "Personal Information" in strict confidence and maintain the confidentiality of this information except as required by law or a court order.
   a. "Personal Information" means any information about or concerning an individual including, but not limited to:
      i. An individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver's license number or state identification card number; (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number; (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional;

9. **Forms; Programs:** HC shall advise Client that Client's facility has the option to either 1.) Maintain original documents related to the participating member's Program Providers enrollment forms in a secure location consistent with existing record retention policies, 2.) Return documents and forms back to the member after inserting this information into the enrollment website, or 3.) Destroy forms in a secure manner. All options stand unless state law record retention requirements state otherwise. Client is solely responsible for the membership agreement that Client uses. HC will provide Client with a copy of the participating Program Provider's enrollment forms and Client shall make copies for enrollment. Client will not be allowed to make changes to the enrollment forms.

10. **Visits:** All visits for this Program by Client's members must be performed at Client's facility. Events, programs, classes or other activities hosted by Client outside of Client's physical facility will also be eligible for being counted in the cumulative total number of visits for members if Client has a commercially reasonable method of tracking such activity.
11. **Trademark Usage:** All advertisements or other marketing materials referencing a Program Provider's name, trademark, service mark, logo or other commercial symbol must be approved by that Program Provider's legal department prior to publication by Client. Requests can be facilitated through HC.
12. **Indemnification:** Liability: The parties agree to defend, indemnify and hold each other , harmless , its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission ; or (b) any injury or Damage caused in connection with providing services hereunder.
13. **Dispute Resolution:** In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.
14. **Entire Agreement:** This Agreement, including the documents referenced herein, is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers); provided, however, HC may amend the FPR&D and the Policy (all as defined below) at any time. Copies of this Agreement with signatures transmitted by facsimile shall be deemed to be original signed versions of this Agreement.
15. **Additional Documents:** Client acknowledges that it has read and understands this Agreement, the Optum Fitness Passport Program Information Packet document, and the Cancellation Policy (the "Policy"). In the event of a conflict between the terms of this Agreement and any of the foregoing documents, the terms of this Agreement shall control.
16. **Facility Liability Insurance:** Client will at its own cost and expense, maintain (and cause its subcontractors working on the facility, if any to maintain) the following insurance coverage in full force: Workers' Compensation Insurance and Commercial Liability Insurance, with limits of not less than $1,000,000. The insured must give Healthy Contributions thirty (30) days' written notice before the insurance is cancelled or altered in a way that no longer satisfies the requirements Client will need to provide a copy of the current certificate of liability insurance.
17. **Benefits; Assignment:** This Agreement shall inure to the benefit of and shall bind the successors and permitted times assigns of both parties to this Agreement. Client may not assign or transfer its interest in this Agreement without the prior written consent of HC.
18. **Acknowledgments:** Client acknowledges: (A) that HC is not a payer of services, nor an insurer with respect to any services provided by Client and its only obligation with respect to funds received from the Program Provider is to disburse the funds in accordance with the instructions of the Program Provider; (B) that HC shall have no obligation to disburse funds hereunder if a Program Provider fails to provide the funds for reimbursement to HC; and (C) that HC has not made any representation, warranty or guarantee as to any revenue that it may derive from any program.
19. **Assignment:** Neither party shall assign this agreement, its rights or obligations under this agreement or grant a security interest in or pledge as collateral any interest herein or therein without written consent of the non-assigning party.
20. **Non-exclusivity:** Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.
21. **Email:** Healthy Contributions may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services. Notwithstanding, any formal notifications regarding this Agreement shall be sent to the other party via certified mail for approval and verification that such mailings do not violate privacy laws or opt out notifications by the intended recipient.

Healthy Contributions, LLC		*Client*	______________________
By:	______________________	Signee Name:	______________________
Title:	______________________	Title:	______________________
Signature:	______________________	Signee Email:	______________________
Date:	______________________	Signature:	______________________
		Date:	______________________

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to approve special event application for a neighbor Halloween block party scheduled for Tuesday, October 31, 2017. Closures would be Belle Vista Dr. from 44^{th} Ave to 43^{rd} Ave.
Date:	October 24, 2017
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	Resident Mike Wheaton is requesting to block off Belle Vista Dr. from 44^{th} Ave to 43^{rd} Ave from 5-9pm for safe trick or treating. The street closure would be October 31, 2017 from 5-9pm. All street closures must receive approval from commission.
Requested Motion:	"I move to authorize the approval of special event application and street closure for October 31, 2017."
Attachments:	Event application and map
Reviewed by City Manager:	WS

Live It!
St. Pete Beach Recreation Department

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Mike Wheaton Title(If applicable): ______

Name of Organization (if applicable): ______

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

Mailing Address: 4302 Belle Vista Dr., St Pete Beach, FL 33706

Cell Phone: 727.430.3740 Email: thewheatons@coastalpgi.com

Event Information

Event Title: Halloween 2017 Event/Organization Web Address: ______

Event Location(s): Between 44th Ave & 43rd Ave on Belle Vista Dr.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
10/31/2017	Tuesday	5pm	9pm

Set Up Date(s): 10/31/2017 Time(s) 4pm to 5pm
Cleanup Date(s): 10/31/2017 Time(s) 9pm to 10pm

Description of Event: Neighborhood Halloween party.

Will this be an Annual Event? _X_ Yes ___ No If yes, next year's date(s): 10/31/2018

Event Logistics

Estimated Attendance
(includes event crew, participants, and spectators)

50 — This Year
______ — Last Year (If Applicable)

List all event activities: Neighborhood trick or treating

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

None

Will alcohol be served or sold? ____Served ____Sold _X_No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) ____

Event Equipment *(include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc.on **site map**)* ____

All the above require a temporary structure permit. Cost for each is $25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) D.J - Mike & Sarah Wheaton

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 5pm - 8pm - speakers

Electricity Needed ____Yes _X_No Source: ____

Will portable restrooms be used? ____Yes _X_No If yes (include on **site plan**): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ____Yes _X_No If yes *(include on **site plan**)*
How Many?____ Size:____ Installation Date:____ Removal Date:____

Please list any admission charges, donations, parking, registration or other fees and how much? 0.00

Does Event require any Road or Sidewalk Closures? _X_Yes ____No
If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
Belle Vista Dr.	44th Ave	43rd Ave	5pm	9pm

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

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

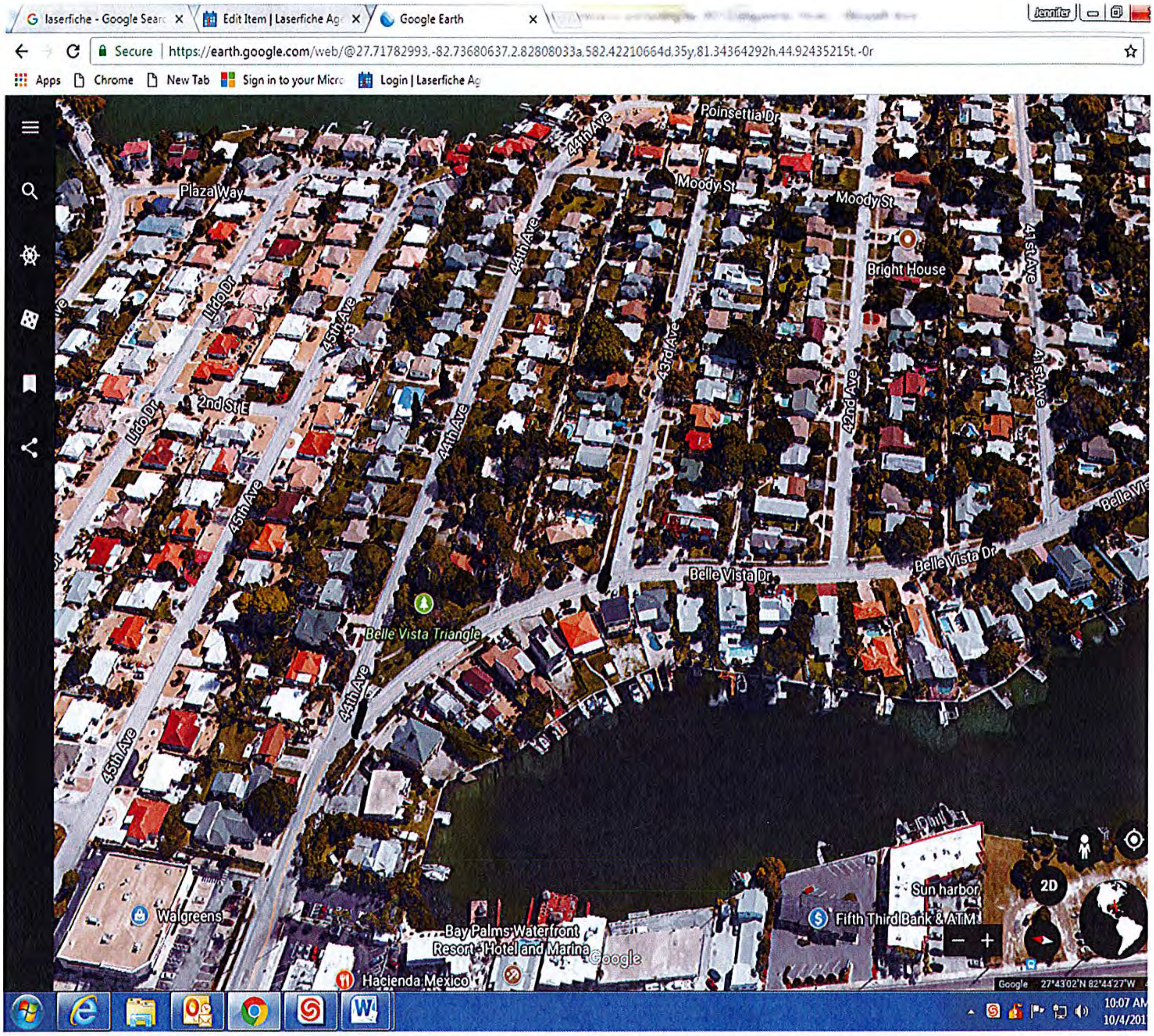
I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Mike Wheaton
Print Name

M Wheaton
Signature

Corporation Name (if applicable)

10/2/2017
Date



Street block from 44th to 43rd on Belle Vista Dr

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request for location approval for the Medal of Honor Freedom Fountain by the Veterans of South Pinellas.
Date:	October 24, 2017
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The Veterans of South Pinellas are requesting approval by commission on placing the Medal of Honor Freedom Fountain in Pass-A-Grille Park on the east side of the shuffleboard court. The area measured about 104 ft from the South sidewalk to the North Curb and about 96 ft east and west from sidewalk to sidewalk. This request was presented to both the Recreation Advisory Committee and the Historic Preservation Board on October 5, 2017. The Recreation Committee approved the request 3-1, while the Historic Preservation Board tabled the vote until they had more up to date renderings of the fountain.
Funding:	N/A
Requested Motion:	"I move to approve the request for location for the Medal of Honor Freedom Fountain by the Veterans of South Pinellas."
Attachments:	Meeting minutes, history of the request and renderings.
Reviewed by City Manager:	WS

RECREATION ADVISORY COMMITTEE – SPECIAL MEETING

MINUTES

OCTOBER 5, 2017

9:00 A.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT:

Steve Stewart, Chairman
Danielle Micklitsch, Vice Chair
Yvette Gaugh, Member
Scott Seubert, Member

ALSO PRESENT:

Jennifer McMahon, Recreation Director
Mary Jo Murphy, Deputy City Clerk
Catherine Porter, Planner II
Stephanie DelMonte, Marketing/Rental Leader

1. Changes to the Agenda

There were no changes to the agenda.

2. Audience Comments

There were no audience comments.

3. Approval of Minutes – 2/21/17 and 5/16/17

Member Micklitsch made a motion to approve the minutes. The motion was seconded by Member Seubert and unanimously approved by a roll call vote (4 yeses – 0 nos).

4. Agenda Items

Jennifer McMahon, Recreation Director, instructed the Recreation Advisory Committee members that the committee needed to address Chairman Stewart's previous absences in regard to the St. Pete Beach Code of Ordinances, "Sec. 22-106, Removal from office, (b)." Ms. McMahon asked the committee members to vote for Chairman Stewart to forfeit his membership or to remain on the committee.

Member Micklitsch made a motion for Chairman Stewart to remain. The motion was seconded by Member Gaugh and unanimously approved by a roll call vote (4 yeses – 0 nos).

- **Selection of Chair and Vice Chair**

Member Seubert recommended that Chairman Stewart remain as Chairman. Chairman Stewart agreed.

Member Seubert made a motion that Chairman Stewart continue in chairmanship for the committee. The motion was seconded by Member Gaugh and unanimously approved by a roll call vote (4 yeses – 0 nos).

Member Micklitsch volunteered to be Vice Chair.

Member Gaugh made a motion for Member Micklitsch to be Vice Chair. The motion was seconded by Member Seubert and unanimously approved by a roll call vote (4 yeses – 0 nos).

- **Medal of Honor Freedom Fountain**

Ms. McMahon introduced Harry Metz and Wayne MacDowell as the two speakers for the Medal of Honor Freedom Fountain presentation.

Mr. MacDowell and Mr. Metz, members and board directors of the Veterans of South Pinellas County, spoke in regard to proposing the Medal of Honor Freedom Fountain. Mr. MacDowell and Mr. Metz reviewed two renderings entitled "Pass-A-Grille Park, Freedom Fountain, Medals of Honor, Sponsored by The Veterans of South Pinellas County, Inc." and distributed a brochure to the Recreation Advisory Committee members.

After the presentation, there was board discussion.

Member Seubert made a motion that the Recreation Advisory Committee endorses the concept of this fountain to honor our medal of honor recipients, that we endorse the siting of it, and that we are confident that details of the design will be carefully considered and put forward for the Historical Preservation and the Commission to evaluate and provide their input. The motion was seconded by Member Gaugh and approved by a voice vote (3 yeses; Member Seubert, Chairman Stewart, Member Gaugh – 1 no; Vice Chair Micklitsch).

- **Select Next Meeting Date**

Chairman Stewart posed a question in regard to the FRDAP grants and board discussion ensued. Ms. McMahon informed the board that the State did not fund those grants this year, but the City does apply every year.

Ms. McMahon asked for discussion in regard to selecting a meeting date for the November Recreation Advisory Committee meeting. The consensus of the committee was to meet November 29, 2017 at 9:00 a.m.

5. <u>Adjournment</u>

There being no further business before the Committee, the meeting was adjourned at 9:49 a.m.

Attest:

____________________________ Rebecca C. Haynes, City Clerk

____________________________ Steve Stewart, Chairman

Minutes approved on: ____________

THE SUNSET CAPITAL OF FLORIDA

MEMORANDUM

To: Wayne Saunders
City Manager

From: Jennifer McMahon
Recreation Director

Date: October 6, 2017

Re: Special Recreation Committee Meeting

The Recreation Advisory Committee met on Thursday, October 5 at 9am to discuss the Medal of Honor Freedom Fountain being proposed by the Veterans of South Pinellas. Harry Metz and Wayne McDowell presented their proposed plan for the committee to comment and discuss. Below is a summary of the comments/suggestions given by committee.

- There was a concern about the maintenance the city would take on with the fountain after it was in place
- A member expressed concern of the engraved panels being in the water and over time they would not have a good appearance due to erosion
- That same concern of erosion also brought the suggestion of a statue of the soldier kneeling separate and out of the water
- Consider moving the panels out and so they are closer for visitors to be able to touch the name of a family member or loved one
- Suggestion on how to theme the park and make it a destination like Mirror Park in Lakeland
- There was an expressed concern about space. If visibililty is the focus PAG park is not a desirable location. Horan Park should be considered.
- One member did like the PAG site, saying the park could use a theme and focus as it is an under utilized park in the city
- If in PAG park, don’t let the structure face west because those driving on PAG Way would see the back end of it

- If in PAG park have signs on west end directing visitors to the fountain. Perhaps have the flags line the walkway through park to the fountain
- There was expressed concern at the lack of parking at that location
- One member was not in favor of the location due to some of the above concerns
- There was a motion for the committee to endorse the concept and siting if some of the concern over details were addressed. Motion passed 3-1.

HISTORIC PRESERVATION BOARD

MINUTES

OCTOBER 5, 2017

3:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT:

Chris Marone, Chairman
Sean Hurley, Vice Chair
Holly Young, Member
William Loughery, Member

ALSO PRESENT:

Jennifer Bryla, Community Development Director
Catherine Porter, Planner II
Mary Jo Murphy, Deputy City Clerk

1. **Changes to the Agenda**

There were no changes to the agenda.

2. **Audience Comments**

There were no audience comments.

3. **Minutes for Acceptance – 5/4/2017**

Member Loughery made a motion to approve the May 4, 2017 Historic Preservation Board minutes as presented. The motion was seconded by Chairman Marone and unanimously approved by a roll call vote (4 yeses - 0 nos).

4. **Agenda Items**

A. Election of Officers

Vice Chair Hurley nominated Chairman Marone for Chairman. Chairman Marone accepted the nomination.

Vice Chair Hurley made a motion to accept Chris Marone for chairman of the 2018 Historic Board. The motion was seconded by Member Loughery and unanimously approved by a roll call vote (4 yeses – 0 nos).

Chairman Marone asked for a nomination of Vice Chair. Member Loughery nominated Vice Chair Hurley.

Chairman Marone made a motion that the Vice Chairmanship go to Member Hurley. The motion was seconded by Member Loughery and unanimously approved by a roll call vote (4 yeses – 0 nos).

Chairman Marone welcomed Ms. Holly Young to the board.

Ms. Bryla, Community Development Director, introduced Ms. Catherine Porter, Planner II, to the board.

B. Case: 17-00013
Address: 103 7th Avenue
Request: Applicant requests a modification to previously-approved Certificates of Appropriateness (cases #2015-0030 and #2016-0007; both approved) to decrease from 4 units to 2 units, add an elevator, add exterior air conditioning (A/C) units, and decrease number of windows to more accurately replicate the appearance of the original windows.

Ms. Porter gave the Staff presentation of Case No. 17-00013 and recommended approval of the proposed Certificate of Appropriateness.

Chairman Marone asked the applicant to speak.

Al Stalb, Gulfport, spoke about the subject case and thanked City Staff for their work with the project.

Chairman Marone opened board discussion.

Chairman Marone asked the board for a motion.

Vice Chair Hurley made a motion to approve the Certificate of Appropriateness for Case No. 2017-00013 as proposed. The motion was seconded by Member Loughery .

Chairman Marone asked for a roll call vote.

The motion was unanimously approved by a roll call vote (4 yeses - 0 nos).

C. Case: 17-00017
Address: 104 3rd Avenue
Request: Applicant requests a Certificate of Appropriateness to demolish the existing single-family residential structure.

Ms. Porter gave the Staff presentation of Case No. 17-00017 and recommended approval of the proposed Certificate of Appropriateness.

Chairman Marone asked the applicant to speak.

Wayne Cassity, ABA Constructors, representing Mr. and Mrs. Bacon, thanked City Staff within the building department for their profressionalism, spoke about submitting plans for the new structure and described the appearance of the exterior.

Member Loughery made a motion to move to approve the Certificate of Appropriateness or the demolition in this case. The motion was seconded by Member Young.

Chairman Marone asked for a roll call vote.

The motion was unanimously approved by a roll call vote (4 yeses - 0 nos).

D. Recommendation to City Commission on Proposed Freedom Fountain (Medal of Honor Memorial).

Ms. Porter gave a brief background for the fountain and informed the board that the request from the City Commission to the Historic Preservation Board was to consider whether the memorial will esthetically maintain and respect the historic character of the district.

Chairman Marone posed questions about the rendering entitled "Pass-A-Grille Park, Freedom Fountain, Medals of Honor, Sponsored by The Veterans of South Pinellas County, Inc."

Harry Metz, President of the Veterans of South Pinellas County, spoke in regard to the renderings, viewed via document camera, being concepts. After suggenstions are received from the Recreation Advisory Committee, the Historic Preservation Board and the City Commission there will be a final rendering by Tim Kelley.

Wayne MacDowell, member of the Board of Directors for the Veterans of South Pinellas County, spoke in regard to the background of the proposed Medal of Honor Freedom Fountain.

There was discussion between the board, Staff, Mr. Metz and Mr. MacDowell in regard to the details of the concepts for the proposed fountain.

Chairman Marone proposed a motion that the board not approve any memorial until a final concept is presented.

Chairman Marone asked for further board discussion.

It was the consensus of the board that they not approve any memorial until a final concept is presented.

Hearing no further board discussion, Chairman Marone made the following motion:

> **Chairman Marone made a motion that with regards to the recommendation to the City Commission on a Proposed Freedom Fountain, Medal of Honor Memorial, that the recommendation by this board to the City Commission be that this board will not approve a Medal of Honor Memorial at the Pass-A-Grille Park until such time as we see a final approved rendering for consideration. The motion was seconded by Member Loughery.**

Chairman Marone asked for a roll call vote.

> **The motion was unanimously approved by a roll call vote (4 yeses - 0 nos).**

E. Recommend Language and Location for Historic Marker

Ms. Porter informed the board that there is a grant fund available for a historic marker. In order to obtain the grant money, the board needs to choose a location and recommend verbiage. Staff offered samples of verbiage to the board and a map.

Chairman Marone requested of Staff more options for the verbiage and more time.

There was board discussion in regard to the possibility of the historic marker.

Chairman Marone made the following motion:

> **Chairman Marone made a motion to move this agenda item to the next meeting and for Staff to provide additional language to consider. And then during that period of time, consider the questions of: (1) Do we want one? (2) Where do we want it? (3) What do we want it to say?, and (4), Talk about what can come down. The motion was seconded by Member Hurley.**

Chairman Marone asked for a roll call vote.

> **The motion was unanimously approved by a roll call vote (4 yeses - 0 nos).**

F. <u>General Discussion</u>

There was no general discussion.

6. Adjournment

There being no further business to come before the board, the meeting was adjourned at 4:56 p.m.

Attest:

____
Rebecca C. Haynes, City Clerk

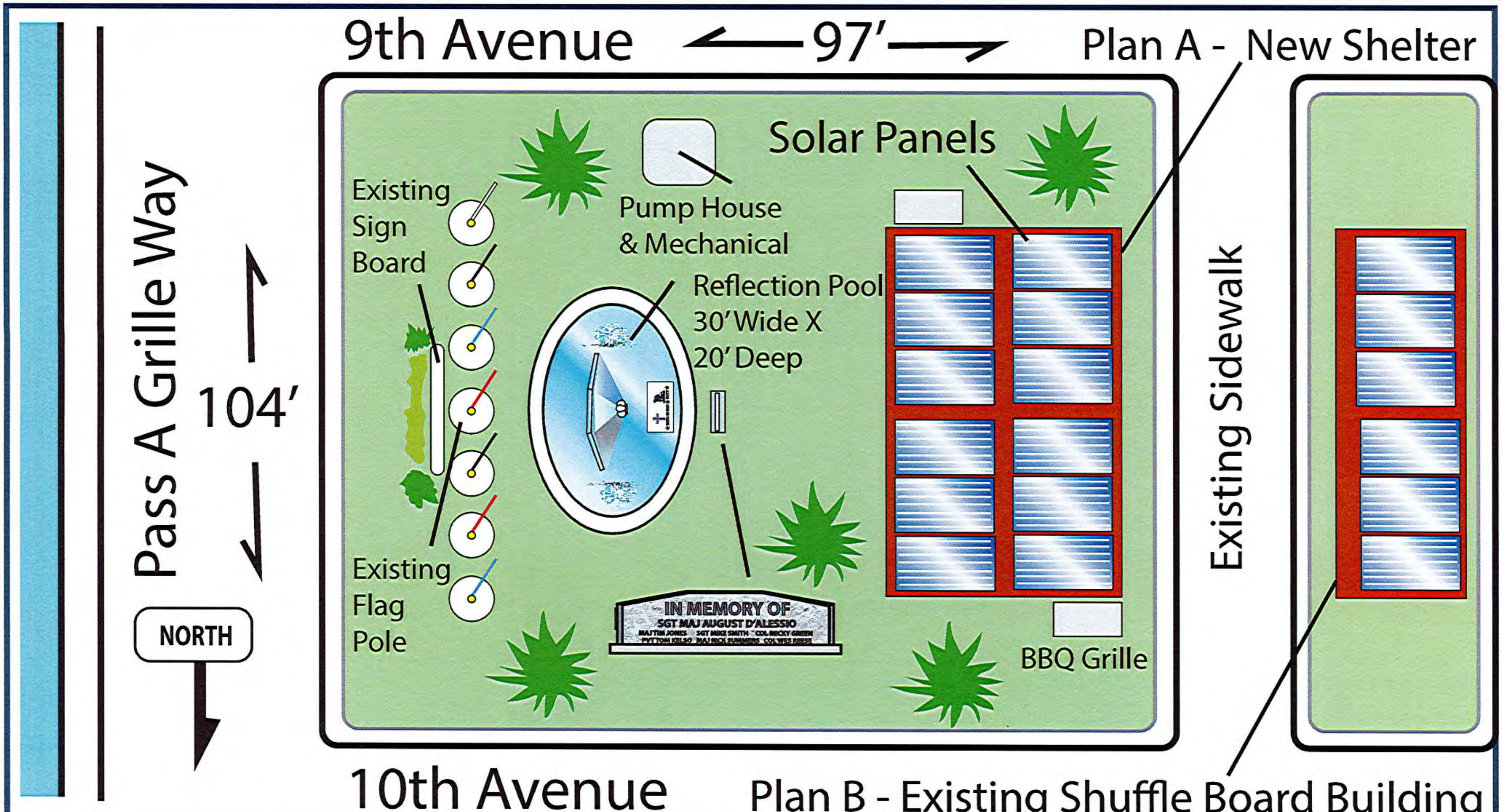
____
Chris Marone, Chairman

Minutes approved on: ____________________

TNT DESIGN & MARKETING
St Pete Beach, FL 33706
727 468 4303

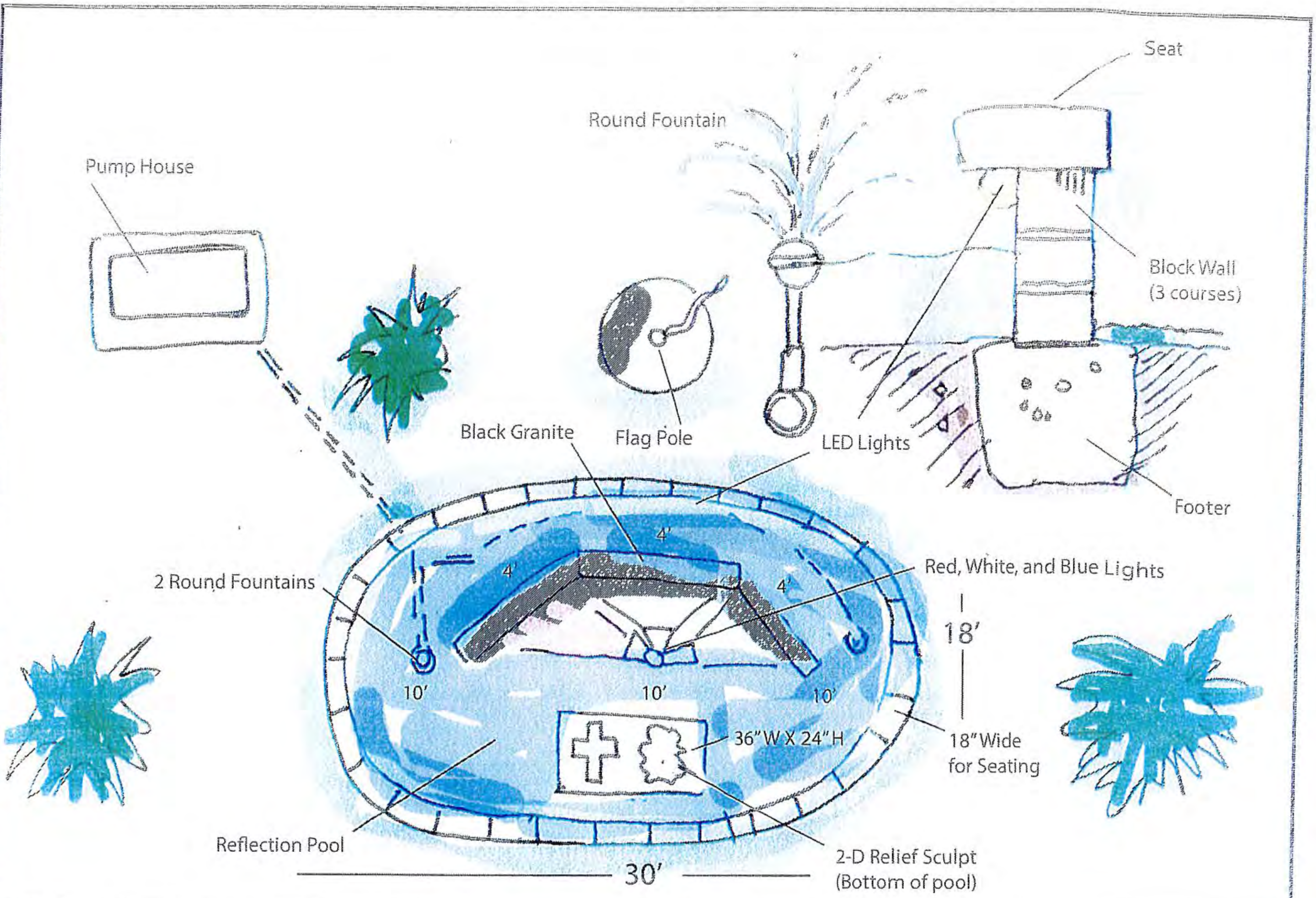
PASS-A-GRILLE PARK ★ *Freedom Fountain* ★ Medals of Honor

Sponsored by The Veterans of South Pinellas County, Inc.



TNT DESIGN & MARKETING
St Pete Beach, FL 33706
727 468 4303

PASS-A-GRILLE PARK ★ *Freedom Fountain* ★ Medals of Honor
Sponsored by The Veterans of South Pinellas County, Inc.



TNT DESIGN & MARKETING
St Pete Beach, FL 33706
727 468 4303

PAG Park - ***Freedom Fountain*** - Medals of Honor
Scale: None

File Name: PAG Park - Freedom Fountain Page 2 of 2 08Mar17.ai

A brief history of the of building a Freedom Fountain, Medal of Homo Memorial. It all started about 7 years ago, with SGM Augi D'Alessio (Ret), who's dream it was to build a memorial to the MOH Recipients, who were drafted or now live in the State of Florida in Florida, of which there are 13. One of whom lives in SPB.

SGM D'Alessio died a few years ago, you needed to have met Augi to understand that if he asked you to do something, for some reason you did it and later wondered how you got involved. During one of our conversations, Augi gave me a packet of paper and said you need to follow up on this and it was a packet on the MON Memorial. Then a few weeks later he passed away, so that left the project in my hands.

I had a meeting with my Veterans of South Pinellas County Inc. Executive Board, asking if I could move forward with the MOH Memorial and received a favorable vote to move forward using the VSPC name.

The area we are requesting is located in PAG Scuffle Board Court area. It will be in the East end of the park facing PAG Way. The area measured about 104ft from the South sidewalk to the North Curb and about 96ft east and west from sidewalk to sidewalk. The memorial would be located in the north end of the area and would measure 30ft by 18ft for the Reflection Pool. The height of the brick surrounding the pool would be about 18in with a flat top to sit on. There would be two fountains spurting water on each side of the pool. In the front middle part of the pond, the would be a replica of a solider kneeling in pray, holding his rifle with a white cross in front of the solider. The image would show as a 2D effect coming out of the pond. The granite slabs should be six feet in height, by 4 feet, at the top of the slabs, there would be a replica of each branches Medal of Honor Award, with the names of the recipient's names that live or who have passed away in Florida. The MOH is one of the oldest medals still being awarded, which dates back to the civil war. There are only 13 MOH recipient's two of whom still living in the state.

The benefits to the city:

1. Increase in our Mom and Pop's stores busy and local taxes.
2. Increase in hotel reservations and bed tax.
3. Increase in restaurants business
4. Increase in parking fee revenue.
5. Tourist attraction nationwide, but not a daily large gathering to view the memorial.

We are asking that the Commission to give us permission to build the memorial in the PAG Park and allot $5,000 to get the architectural design completed; to have the staff approved the site plan. This is not saying that the plans are in concrete, we want suggestions from the public, business, city staff before we submit it to the Commission for final approval.

Many area in SPB have been looked at ensure the MOH memorial isn't tucked away in some out of the way corner in SPB and we realized that the PAG Park would be the best open area to place it.

Placed on the center slab at the bottom will be written:

Dedicated to the Medal of Honor recipients and their fellow brothers and sisters.

The Veteran of South Pinellas County Inc. is a 501 3 c organization that was formed to support our fellow veterans and First Responders. We have 5 donated electric wheelchairs that we loan out either on a loan basic, or give the chair to the person; there is also a $500 fund per at the VA's OIF/OEF section for Vet's in need of help now and not has to go through the red tape at the VA. We also have two college grants per semester one at St Petersburg College and one for USF, for returning Veterans from the Middle East and we are rehabbing a house for wheelchair bound Vet in Safety Harbor and received a $94,000 grant from a local person to just do that Veterans house, which is almost completed. Those are just a few items that are ongoing that the Veterans of South Pinellas County have accomplished for our local veterans. The above items are just a few things that we have done, but there are many more cases that we have accomplished and many we are working on with local Veterans.

Thank you for hearing our case today and hope you can approve our request that will go before the Commission.

Harry Metz

President

Veterans of South Pinellas County Inc.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Resolution No. 2017-13, confirming the 2018 election date; establishing the date for the 2018 runoff election, if necessary; and establishing the Qualification Period for District 1 and District 3 Commissioners
Date:	October 24, 2017
Prepared By:	Rebecca C. Haynes, City Clerk
Through:	Wayne Saunders, City Manager
Summary of Issue:	This resolution will confirm the 2018 election date as March 13, 2018; establish the date for the 2018 runoff election, if necessary, as April 10, 2018; and set the qualification period. The election date and the runoff date are selected by the Supervisor of Elections (SOE) Office taking into consideration the requirements of the various municipalities in Pinellas County. The Qualification Period is set in accordance with our Charter. Further, the resolution designates the Qualification Period as 12:00 p.m./noon, Thursday, November 30, 2017 through 12:00 p.m./noon, Friday, December 8, 2017.
Funding:	Account #001-5101-0512-5493
Requested Motion:	"I move to approve Resolution No. 2017-13...(read title)."
Attachments:	Resolution 2017-13
Reviewed by City Manager:	WS _______

RESOLUTION 2017-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, CONFIRMING THE 2018 ELECTION DATE; ESTABLISHING THE DATE FOR THE 2018 RUNOFF ELECTION, IF NECESSARY; ESTABLISHING THE QUALIFICATION PERIOD FOR MAYOR AND FOR COMMISSIONERS IN DISTRICTS 1 AND 3; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A Municipal Election will be held on Tuesday, March 13, 2018 for the purpose of electing a Commissioner in District 1 and a Commissioner in District 3; and,

WHEREAS, a Runoff Election, if necessary, will be held on April 10, 2018; and,

WHEREAS, the Qualification Period will be held from 12:00 p.m. on Thursday, November 30, 2017 through 12:00 p.m. on Friday, December 8, 2017; every person who shall be a candidate for commissioner shall file the necessary papers with the Office of the City Clerk during this period; and,

WHEREAS, to qualify for the position of Commissioner for District 1 or District 3, a candidate must be a full-time resident of the district in which s/he seeks to represent for a period of twelve (12) months next preceding the last day of the established qualifying period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The City Commission of the City of St. Pete Beach, Florida hereby establishes March 13, 2018 as the date of the Municipal Election; establishes April 10, 2018 as the date for the runoff election, if necessary; and establishes the Qualification Period as 12:00 p.m., Thursday, November 30, 2017 through 12:00 p.m., Friday, December 8, 2017.

Section Three: This resolution will be effective immediately upon adoption.

Passed this 24th day of October, 2017, by the City Commission of the City of St. Pete Beach, Florida.

* * * * *

____
Alan Johnson, Mayor

ATTEST:

____
Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

____
Andrew Dickman, City Attorney