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COMMISSION MEETING CITY OF ST. PETE BEACH

***** VIRTUAL MEETING *****

**PURSUANT TO FLORIDA GOVERNOR
EXECUTIVE ORDER 20-69
“LOCAL GOVERNMENT PUBLIC
MEETINGS”**

TO PARTICIPATE:

Dial: US: +1 929-205-6099; use meeting ID: 859-6858-6294

OR USE ZOOM URL

<https://zoom.us/j/85968586294>; meeting ID: 859-6858-6294

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, June 09, 2020
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

- 1. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. Proclamation - Peg Kelley Day - June 13, 2020**
 - b. Proclamation - Pride Month**

- 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– THROUGH TELECONFERENCE,
ZOOM URL or EMAIL COMMENTS TO:
cityclerk@stpetebeach.org**

- 4. Consent – No items submitted at this time.**

5. Action Items

- a. Request approval of the Second Addendum to Undergrounding of Public Utilities Agreement with Cribb Philbeck Weaver Group, Inc., in the amount of \$106,020.00 for Gulf Boulevard Undergrounding Work Order #4.**
- b. Revised City Attorney Retainer Agreement**
- c. City Managers Performance and Contract Review**

6. Ordinances

- a. Ordinance No 2020-XX: Amending Firefighters' Retirement System to provide for changes to Florida State Statutes 112.1816 regarding new cancer non-rebuttable presumptions.**
- b. Ordinance No 2020-XX: Amending Firefighters' Retirement System to implement Internal Revenue Code changes and distribution provisions.**
- c. Ordinance No 2020-XX: Amending Police Officers' Retirement System to implement Internal Code changes and update distribution provisions.**
- d. Ordinance No 2020-XX: Amending Police Officers' Retirement System to allow for a retiree to hold an active police officers seat on the Board of Trustees.**
- e. Ordinance No 2020-XX: Amending General Employees' Retirement System to implement Internal Revenue Code changes and update distribution provisions.**

7. Resolutions

- a. Resolution 2020-20: A Resolution of the City Commission of the City of St. Pete Beach, Florida, Authorizing and Confirming the Declaration Proclaiming a State of Local Emergency.**

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

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

10. Adjournment

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

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

**The public is cordially invited to attend this virtual meeting.
All agenda material is available for review at www.stpetebeach.org.**



PROCLAMATION

WHEREAS, Peg (Waldmeyer) Kelley was born on June 13, 1920 in New York City; and,

WHEREAS, Peg married George Kelley on August 31, 1941. They moved to St. Pete Beach with their four children in 1963 and became members of St. John's Catholic Church; and,

WHEREAS, Peg Kelley was very involved in her children's schools through the Parent Teacher Association, and spent many years helping with the Gulf Beaches Elementary Annual Fish Broil.

WHEREAS, Peg Kelley shares her enjoyment of the outdoors boating, swimming, and water skiing with her family and three grandchildren.

WHEREAS, The City of St. Pete Beach honors Peg Kelley on her 100th Birthday.

NOW, THEREFORE, I, Alan Johnson, Mayor of St. Pete Beach, Florida on behalf of the St. Pete Beach City Commission proclaim June 13, 2020:

"PEG KELLEY DAY"

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this

Alan Johnson, Mayor



PROCLAMATION

WHEREAS, our nation was founded on the principal of equal rights for all people and the City of St. Pete Beach supports the rights of every citizen to experience freedom from discrimination; and

WHEREAS, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and

WHEREAS, the long and ongoing struggle of transgender, lesbian, gay, bisexual, and other sexual minorities for basic civil and human rights continues to provide inspiration to all; and

WHEREAS, the City of St. Pete Beach celebrates a society in which all residents can live free from discrimination.

NOW, THEREFORE, I, Alan Johnson, Mayor of St. Pete Beach, Florida on behalf of the St. Pete Beach City Commission do hereby proclaim the month of June 2020:

"ST. PETE BEACH PRIDE MONTH"

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this 9th day of June, 2020.

Alan Johnson, Mayor

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the Second Addendum to Undergrounding of Public Utilities Agreement with Cribb Philbeck Weaver Group, Inc., in the amount of \$106,020.00 for Gulf Boulevard Undergrounding Work Order #4.

Date: June 9, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City entered into an Agreement for Design/Build Professional Services with CPWG on December 12, 2016 for the undergrounding of electric, cable, and telecommunication utilities on Gulf Boulevard. The original Agreement's scope of work developed the design documents for approximately half of the electrical and telecommunication lines along Gulf Boulevard, based on the Penny for Pinellas funding levels at the time the project was begun. On April 14th, 2020, the City Commission authorized CPWG to progress the construction documents and design to 60% construction plans, in order to coordinate with Duke Energy for review and comment.

Addendum #2 will move forward with progressing the electrical design to 100% construction plans, for the segments funded by Penny for Pinellas III, including infrastructure details for Duke Energy, FDOT, Spectrum and Frontier communications. The 100% construction documents will be used by Duke Energy to begin to develop a Binding Cost estimate for their limited scope of work for this project.

Requested Motion: "I move to approve the Second Addendum to Undergrounding of Public Utilities Agreement with Cribb Philbeck Weaver Group, Inc., in the amount of \$106,020.00 for Gulf Boulevard Undergrounding Work Order #4."

Attachment: Addendum #2 to Agreement

**Reviewed by the
City Manager:**

AR

**SECOND ADDENDUM TO UNDERGROUNDING OF PUBLIC UTILITIES
AGREEMENT**

THIS ADDENDUM ("Addendum") is made to that certain Agreement for the Undergrounding of Public Utilities ("Agreement") executed as of the 12th day of December 2016 ("Effective Date") by and between CITY OF ST. PETE BEACH ("City") and CRIBB PHILBECK WEAVER GROUP, INC. ("Consultant") (collectively the "Parties") in connection with providing the undergrounding of public utilities.

The purpose of this addendum is to:

1. Amend Agreement to include additional services to be provided by Consultant. The Parties agree to amend Section 3(A) of the Agreement by adding subparagraph 9 which shall read: Provide additional services in accordance with Work Order Number 4 attached as Exhibit "C".

This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Agreement, the terms of this Addendum shall control.

This Addendum may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Addendum shall be the date this Addendum has been executed by all Parties.

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

CRIBB PHILBECK WEAVER GROUP, INC.: CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By:

By: Alex Rey

Its:

Its: City Manager

Date: _____

Date: _____



May 19, 2020

Mr. Mike Clarke
Director of Public Works
155 Corey Avenue
St. Pete Beach, FL 33706

**Re: Design/Bid Package for Gulf Boulevard Overhead to Underground Conversion
Work Order #4**

CPWG is pleased to present this design proposal for the Undergrounding of Overhead Utilities on Gulf Boulevard, from 75th Avenue to 35th Avenue. This Work Order provides for the engineering required by the FDOT(rights-of-way), Duke Energy (electric), and Frontier/Spectrum(communications):

Penny 3:

*Section	Location	Description	Design PH
1	75 th to 64 th Avenue	Secondary Street Lighting	100%
2	64 th to 58 th Avenue	Single Circuit Feeder w/Lighting	100%

*Sections are based on an approximate location. Section breaks will be determined by devices nearest to the location above.

Project Description

At the request of the City of St. Pete Beach, a work order proposal for a design package for bidding purposes has become necessary to move forward with possible funding for the underground conversion of the existing overhead facilities along the Gulf Boulevard corridor.

Work Order #4 is intended to provide a complete design package with bidding specifications for construction to be performed on overhead and underground facilities within the Gulf Boulevard corridor in the aforementioned sections.

Athletic Complexes

Commercial
Development

Construction
Management

Environmental
Services and Water
Resources

Landscape
Architecture

Land Development

Municipal

Parks and Recreation

Pavement
Management

Planning

Roadway design

Stormwater

Transportation

Utilities

AT THE READY

3918 N. Highland Ave, Tampa, FL 33603
P: 813-361-2644 F: 813-223-2469

Penny 3:

Task#	Task Name	Entity	Description	*Total
1	Survey	-	Planimetric with base map	-
2	SUE	-	Layout for all existing underground facilities	-
3	GIS Mapping/Field Verification	-	Equipment location, identification, and sizing verification data	\$23,400.00
4	Design Layout	FDOT	ROW Design Layout	-
		Duke Energy	Electrical Design Layout/Lighting Design Layout	\$18,000.00
		Spectrum	Communications Design Layout	-
		Frontier	Communications Design Layout	-
5	Design Components	FDOT	ROW Design Material Specifications	-
		Duke Energy	Electrical Design Material Specifications	\$15,300.00
		Spectrum	Communications Design Material Specification	-
		Frontier	Communications Design Material Specification	-
6	Utility Coordination	FDOT	ROW Facility Identification for Approval	-
		Duke Energy	Facility Design Review and Approval	\$9,900.00
		Spectrum	Facility Design Review and Approval	\$5,400.00
		Frontier	Facility Design Review and Approval	\$5,400.00
7	Binding Cost Estimate (BCE)	Duke Energy	Coordination for Pre-Approval Estimate Letter	\$8,100.00
		Spectrum	Coordination for Pre-Approval Estimate Letter	\$4,320.00
		Frontier	Coordination for Pre-Approval Estimate Letter	\$4,320.00
8	Cost in aid of Construction (CIAC)	Duke Energy	Coordination for Actual Cost Letter	\$5,400.00
		Spectrum	Coordination for Actual Cost Letter	\$3,240.00
		Frontier	Coordination for Actual Cost Letter	\$3,240.00
9	Easement Acquisition	Facility Owner	Coordination for proposed equipment on private property	-
10	Permitting	FDOT	Entity required documentation for submittal	-
		Duke Energy	Entity required documentation for submittal	-
		Spectrum	Entity required documentation for submittal	-
		Frontier	Entity required documentation for submittal	-
11	Maintenance of Traffic (MOT)	FDOT	Specify standard index or custom where required.	-
12	Project Schedule	-	Bid Release-Notice to Proceed-Construction Start/Finish	-
Total				\$106,020.00

**Tasks without a cost associated either have been completed already or are included as part of an existing Task Work Order. They have been shown here without any additional costs to indicate that they will be included as part of the Final Deliverables package.*



Compensation Summary and Terms

This contract is a Lump Sum contract.

The "Not to Exceed" fee for this work order is presented in this proposal is One Hundred Six Thousand and Twenty Dollars (\$106,020).

If you have any questions regarding this proposal, we would be pleased to meet with you and review, the scope of services.

Best Regards,

A handwritten signature in blue ink, appearing to read "Cory Carnes".

Cory Carnes, PE
Director of Power Division

AT THE READY

3918 N. Highland Ave, Tampa, FL 33603
P: 813-361-2644 F: 813-223-2469

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Revised City Attorney Retainer Agreement

Date: June 9, 2020

Prepared By: Andrew Dickman, City Attorney

Summary of Issue: On May 29th, the City Attorney transmitted his revised retainer agreement, via email, with an explanation for the need for increasing hourly rates of the Dickman Law Firm. (Attached). The City Attorney's retainer agreement was last revised in 2015. It is normal business practice for a law firm to review hourly rates based on its overhead, payroll, and other factors. The City Attorney is presenting to the City Commission a revised retainer agreement that increases hourly rates approximately 10%.

Requested Motion: "I move to approve the revised City Attorney Retainer Agreement effective June 1, 2020."

Attachments: Exhibit A – Revised Retainer Agreement
City Attorney Correspondence

Dickman Law Firm

Miami

T: (305) 758-3621

F: (305) 758-0508

Naples

T: (239) 434-0840

F: (239) 434-0940

St. Petersburg

T: (727) 527-7150

F: (727) 527-7180

May 29, 2020

St. Pete Beach City Commission
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Amended Attorney Retainer Agreement & Authority to Represent

Dear Mayor and Commissioners:

I am pleased that you have engaged the Dickman Law Firm to serve as the City of St. Pete Beach's legal counsel since 2014. My representation is limited to the scope of services as described below. It is my policy to confirm in writing the nature of the engagement and the terms of my legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact me prior to signing this engagement agreement.

Acknowledgments. On July 14, 2014, the city received proposals for legal services in response to its Request for Qualifications for Legal Services. Attorney Andrew Dickman was selected by the City Commission on August 12, 2014, to fill the role of City Attorney under the terms and conditions set forth in this Agreement. On December 17, 2015, the Commission raised the City Attorney's hourly rate from \$180.00 to \$205 per hour. It is the practice of the Firm to annually evaluate all its retainer agreements and determine if changes are warranted or necessary based on a variety of considerations.

Scope of Representation. I have been engaged to represent the City of St. Pete Beach for the purpose of "City Attorney" pursuant to Section 2-150 and 2-152 (employment of special counsel) of the city's code of ordinances. Specifically, I shall:

1. Be attorney of record in all civil suits, actions and legal proceedings wherein the city, city commission, city manager, departments, boards or city officials or employees are parties by virtue of their official positions or official actions except as provided in section 2-152 (employment of special counsel);
2. Institute and prosecute all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the city commission except as provided in section 2-152 (employment of special counsel);
3. Defend all civil suits, actions and legal proceedings brought against the city except as provided in section 2-152 (employment of special counsel);
4. In connection with 1, 2 and 3 above, advise the city commission regarding legal matters that require employment of special counsel, as authorized in section 2-152, assist in retaining said special counsel, coordinate with special counsel as needed, and report status of special counsel matters to the city commission;
5. Serve as legal advisor to the city commission, the city manager, and through the office of the city manager, advise personnel as designated by the city manager and city boards who are not authorized to retain separate counsel;

6. Render written legal opinions requested by the city commission or city manager on matters relating to city government and the interpretation, construction and meaning of the Charter, statutes, ordinances, resolutions and contracts affecting or pertaining to city government;
7. Prepare or review and approve as to form and legal sufficiency all city ordinances, resolutions, deeds, contract documents and other legal instruments affecting or pertaining to the city;
8. Attend and be present at all regular and special meetings of the City Commission, unless excused from attending by the mayor (the second and fourth Tuesday of the month at 6:00 PM), attend the Board of Adjustments meetings (the last Wednesday of the month at 2:00 PM), and attend the Planning Board meetings (the third Tuesday of the month at 4:00 PM); and
9. Perform such other duties, powers and responsibilities as assigned by the city commission.

It is understood that attorney Andrew Dickman will be a part-time city official engaged in the private practice of law, has other clients throughout Florida and should be contacted in advance (by email or/and telephone) to schedule available meeting dates and times.

Legal Fees. I will submit a detailed invoice to the city every thirty days. Expenses will be separately stated on the invoice and the Firm's fees will be charged as indicated below. My billing invoices are due and payable upon presentation and are overdue if not paid within thirty (30) days of the date set forth on the invoices. The Firm's hourly fees are based upon the time expended by me and legal staff on the scope of services above. Our fees will be based on the actual amount of time spent on scope of services, which will be measured in tenths (0.1) of an hour. The hourly billing rates of this firm are as follows:

Andrew Dickman	\$220	City Attorney
Odelsa Flores-Dickman	\$185	Sr. Attorney
Matthew McConnell	\$165	Sr. Associate Attorney
To be assigned	\$150	Associate Attorney
To be assigned	\$75	Paralegal
To be assigned	\$50	Legal Assistant

The hourly rates set forth in this Agreement may be modified or adjusted from time to time upon request and approval of both parties. No advance retainer shall be required under this Agreement.

Expenses. Expenses I incur are charged to the City's account. Expenses may include such items as court costs, filing fees, the use of our facsimile and photocopying machines, travel expenses for the City beyond Pinellas County under the scope of services, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, fees of court reporters and charges for depositions, fees for expert witnesses, and other expenses the Firm incurs on your behalf. Charges for these services reflect my actual out-of-pocket costs based on usage. The city may be asked to pay vendors / expenses in excess of \$200 directly to the vendor.

Opinions. Either at the beginning or during this representation, I may express an opinion or belief concerning a matter or course of action, and the results that may be anticipated. Any such statement is intended to be an expression of opinion only, based on my experience in the subject matter and the information available to the attorney at the time, and should not be construed as a promise or guarantee of any particular result. The city acknowledges that the firm makes no guarantees regarding the results to be obtained in litigation matters. The City also acknowledges that this firm shall have the right to withdraw if the city fails to cooperate in regard to this matter or made or makes any material misrepresentation or fails to disclose any material facts or fails to follow the firm's advice.

Litigation Matters. If this engagement involves litigation, the city may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. I will not settle litigated matters without the city's express consent. I require the city's active participation in all phases of the case.

Authorization/Cooperation. By the city's agreement to these terms of my representation, the city authorizes me to take all action I deem advisable on the city's behalf under the scope of services above. I will, whenever possible, discuss with the city in advance any significant actions I intend to take. I will endeavor to keep you informed of progress and developments and respond to your inquiries in a timely manner. To enable me to render these services effectively, you agree to fully cooperate with me, provide needed documentation and information needed for litigation, to disclose fully and completely all facts relevant to the matter or that may otherwise be requested, and to keep us apprised of any developments relating to the matter.

I shall assure that service is rendered promptly and efficiently. I shall be an independent contractor and shall maintain a fully functioning law office with the support necessary to carry out the terms of this Agreement. This is not a sole and exclusive contract and the City may also choose to hire specialized or substitute counsel in any particular matter at any particular time. Separate, specialized or substitute counsel may only be engaged to represent City where the City Commission, with the advice of Attorney, determines that other special counsel is necessary and should be employed to represent City in a particular matter. The City Attorney will monitor and coordinate with special counsel and provide the City Commission updates as needed or requested.

Withdrawal. Under the rules of professional conduct by which I am governed, I may withdraw from our representation of the city in the event of, for example: nonpayment of fees and expenses; misrepresentation or failure to disclose material facts concerning the scope of services; and action taken by the city contrary to my advice. If such a situation occurs, which I do not expect, I will promptly give the city written notice of my intention to withdraw.

Termination. The City may terminate this Agreement for any reason whatsoever by giving written notice to me after a vote at an advertised and noticed public meeting. I shall remain available to the City, at the City's absolute discretion, for up to ninety (90) days after termination. I may terminate this Agreement for any reason whatsoever by giving written notice to the City, whereupon I shall agree to remain City Attorney for at least ninety (90) days after resignation. The parties are free to agree to mutually extend or shorten these times as may be deemed necessary and appropriate.

Conflict of Interest. During the term of this Legal Services Agreement, Attorney Andrew Dickman and the members of the Firm shall observe the requirements regarding conflict of interest as set forth in Rule 4-1 of the Florida Bar's Rules of Professional Conduct. Neither Attorney Andrew Dickman nor the Firm shall undertake representation of any other clients directly adverse to the City. If I determine that a conflict of interest may arise or has arisen in reference to any legal matter that I am handling for City, I shall promptly notify the City Commission or City Manager. If the conflict cannot be resolved, I shall recommend that the City Commission retain a temporary attorney to represent City with respect to the matter.

Notices. All notices under this Agreement shall be in writing and shall be provided to the City at 155 Corey Avenue, St. Pete Beach, Florida, 33706, and to Dickman Law Firm at P.O. Box 771390, Naples, Florida, 34107. Notices shall be hand delivered or mailed, by certified or registered mail, return receipt requested, to the recipient with sufficient postage to reach the destination or sent by facsimile or electronic mail, in which case notice shall be deemed delivered upon the mechanical confirmation of

delivery. The place where notice is given under this paragraph may be changed from time to time by the party entitled to receive it in the same manner that notice is given. Notice given before a change is not invalidated by the change.

Understanding & Acceptance of Terms of Representation. If the foregoing terms and conditions of legal representation are acceptable, please confirm your acceptance by executing this Agreement in the space provided below and return it to my office. This agreement will not become effective and this firm will have no obligation to provide legal services until we receive this signed agreement.

Again, thank you for asking me and my firm to represent the City of St. Pete Beach. Should you have any questions or concerns regarding the terms and conditions contained in this letter agreement, please do not hesitate to contact me.

Very truly yours,



ANDREW W. J. DICKMAN, Esq., AICP
Dickman Law Firm

Acceptance of the Terms and Conditions of the Agreement:

Pursuant to authorization given by the City Commissioner, I Alan Johnson, Mayor, hereby certify that we have read, do understand, and agree to the terms and conditions set forth in this letter agreement.

By: _____
Alan Johnson, Mayor

Date

Eileen Torres

From: Andrew Dickman <andrew@dickmanlawfirm.org>
Sent: Friday, May 29, 2020 5:57 PM
To: CityCommission
Cc: Rebecca Haynes; Alex Rey
Subject: Amended City Attorney Retainer Agreement
Attachments: St. Pete Beach - Dickman Law Firm - Retainer Agreement (00105866xE1F64).PDF

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Dear Mayor and Commissioners:

Please find attached a proposed amended retainer agreement for City Attorney services. Our firm typically reviews our hourly rates annually. The last amendment for the city was 2015. Below is the current and proposed hourly rates. Our typical city monthly invoice reflects an average hourly rate of \$165, achieved by using the firm's lower billable legal professionals. The proposed increase is approximately ten percent across the board, roughly a \$15 hourly rate increase. Our firm has expanded, so I've broken out senior attorney, senior associate and the remainder of the rates remain the same. I believe this is a good time to have this discussion with you since the city manager is gearing up planning the budget for the next FY.

I believe we've represented the city well since 2014 and frankly I've enjoyed it immensely. I believe we have an effective working relationship with the city manager and city clerk. I believe we've been responsive to your needs, advisory boards, city staff, and to citizens in the community. I am please our firm's staff have become very familiar with the full scope of representing the city, which is a cost savings for the city and a boost in responsiveness. With the help of the city clerk and the city manager, we've established document templates and systems. Litigation is down. I believe we are nicely situated for new development/redevelopment when the sewer system moratorium is lifted.

I look forward to discussing this with you and I welcome your review of my performance as your city attorney. I'd like to put this on the next available agenda.

Please do not "reply all" to this communication.

Best regards, Andrew

CURRENT:

Andrew Dickman	\$ ¹¹⁰ 205.00 per hour	City Attorney
TBA	\$150 per hour	Associate Attorney
TBA	\$75-50 per hour	Paralegal/Legal Asst.

PROPOSED:

Andrew Dickman	\$220	City Attorney
Odelsa Flores-Dickman	\$185	Sr. Attorney
Matthew McConnell	\$165	Sr. Associate Attorney
To be assigned	\$150	Associate Attorney
To be assigned	\$75	Paralegal
To be assigned	\$50	Legal Assistant

Andrew Dickman
City Attorney
City of St. Pete Beach
cityattorney@stpetebeach.org
727-527-7150



All government correspondence is subject to the public records law.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: City Manager Performance and Contract Review

Date: June 9, 2020

Prepared By: Alex Rey, City Manager *AR*

Summary of Issue: I have completed my first year as your City Manager. It has been an extremely busy year and while I am proud of our accomplishments, we still have a lot to do in the coming year. I look forward to working with the Commission, our staff and our community as we address new challenges and opportunities.

My employment agreement provides for Commission to consider an annual salary adjustment. I respectfully request and would appreciate the Commission's consideration of a salary adjustment that would be effective on my anniversary date of April 1, 2020.

Funding: 001-5201-512-5120

Requested Motion: "I move to approve that the City Manager's annual salary be adjusted from \$175,000 to _____, effective on his one year anniversary date of April 1, 2020."

Attachment: City Manager Contract

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on the 12th day of Feb, 2019 ("Effective Date"), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the "City") and Alex Rey, an individual, ("Employee") pursuant to the following terms and conditions. The City and Employee together shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Manager as provided by Sec. 3.09 and Article IV of St. Pete Beach City Charter ("City Charter"); and

WHEREAS, the City desires to provide certain benefits and to establish certain conditions of Employee's employment; and

WHEREAS, Employee desires to accept employment as City Manager.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

SECTION 1: DUTIES

1.1. The City hereby appoints Employee as its City Manager to exercise the executive responsibilities and duties as prescribed by the City Charter and City Code, and to perform all other legally permissible and proper duties and functions as the City Commission may from time to time assign. Employee agrees to accept the appointment as City Manager and agrees to exercise his best efforts in performing said duties.

1.2. Pursuant to Sec. 4.03 of the City Charter, in the event the City Manager is temporarily unable to perform his duties, he shall designate an Acting City Manager.

SECTION 2: TERM OF AGREEMENT

2.1 Employee's appointment as City Manager shall begin on April 1, 2019 and continue until March 31, 2021 ("Initial Term") subject to Sections 3, 4, 5, and 6 of this Agreement.

2.2 In the event sixty (60) days' written notice is not given by either party to this Agreement to the other prior to the expiration of the Initial Term, this Agreement shall be automatically extended on the same terms and conditions as herein provided for an additional period of one (1) year (each additional one year period shall be referred to as a "Renewal Term"). Said Agreement shall continue thereafter for periods of one (1) year unless either party hereto gives written notice sixty (60) days prior to the expiration of the applicable Renewal Term. Upon mutual written agreement of both Parties, the length of the Renewal Term(s) may be modified.

SECTION 3: TERMINATION AND SEVERANCE PAY

3.1 Pursuant to Sec. 3.09 and Article IV of the City Charter, Employee serves at the pleasure and discretion of the City Commission. Employee recognizes and acknowledges that he is an employee at will, he has no property right in the position of City Manager, and that this Agreement provides any and all remedies available to Employee in the event it is terminated.

3.2 In the event the City Commission wishes to terminate Employee, it shall do so in accordance with the provisions of Section 4-02 of the City Charter and Section 2-133 of the City Code of Ordinances.

3.3 This Agreement may be terminated at any time without cause by the City.

3.4 In the event the City terminates Employee without cause prior to the expiration of the Initial Term and during such time as Employee is willing and able to perform the duties of City Manager, Employee shall be entitled to receive his then current salary and benefits ("Severance Pay") for Twenty (20) weeks immediately after his termination.

3.5 In the event Employee is terminated for cause, the City shall have no obligation to provide the Employee any Severance Pay or payout for accrued and unused vacation, sick, and personal leave. For the purposes of this Section "for cause" shall be defined as: (i) breach of any material term or condition of this Agreement, (ii) violation of any applicable laws or codes, (iii) misconduct, as defined in Section 443.036(29), Florida Statutes, as may be amended from time to time, (iv) gross insubordination or (v) willful neglect of duty.

3.6 If Employee is terminated by the City and Employee is entitled to Severance Pay under this Section, Employee shall execute a general and full release, releasing the City, its officials, officers, employees, attorneys and agents from any and all obligations, claims, or liabilities arising out of Employee's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If Employee refuses to execute said release, the City may seek specific performance of this Agreement and injunctive relief requiring Employee to sign said release, amongst its available remedies. Said release shall not release the City from its obligations to indemnify Employee under Section 15.

SECTION 4: RESIGNATION

4.1 In the event Employee voluntarily resigns his position with the City, Employee shall give the City twenty (20) weeks prior written notice. Employee shall not be entitled to any Severance Pay.

SECTION 5: DISABILITY

5.1 If Employee is unable to perform his duties for any reason excluding death, including, but not limited to, sickness, accident, injury, or mental incapacity for a period of four (4)



successive weeks beyond any accrued leave, the City may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the City shall pay Employee all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of such termination. Employee shall not be entitled to any Severance Pay. The City shall have no other liability to the Employee, his estate, heirs, or beneficiaries.

SECTION 6: DEATH

6.1 This Agreement shall be terminated by the death of the Employee as of the date of death. In the event of the Employee's death, the City shall pay a designated beneficiary of the Employee or his estate all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of the Employee's death. Employee's beneficiaries or estate shall not be entitled to Severance Pay. The City shall have no other liability to the Employee, his estate, heirs, or beneficiaries.

SECTION 7: SALARY

7.1 The City agrees to pay Employee for his services as City Manager an annual salary of One Hundred Seventy-Five Thousand U.S. Dollars and 00/100 (\$175,000.00), which shall be paid on a pro-rata basis, payable on a bi-weekly pay schedule, as is applicable to all other City employees. The compensation of the City Manager shall be fixed by the Commission and shall not be reduced during his tenure, except as a part of a general salary cutback. Employee shall be entitled to an increase in compensation as determined by the City Commission upon each yearly anniversary date of this Agreement as a result of a performance evaluation administered by the City Commission. Such evaluation shall be in accordance with criteria established between the City and Employee, and such criteria shall be based upon the description of the City Manager's responsibilities in the City Charter, City Code, and directives and guidelines established by the City Commission. The City Commission shall review Employee's performance evaluation and determine Employee's increase, if any, no later than April 1st of each year during the Initial Term and any Renewal Term. Any approved increase shall be effective as of the Employee's yearly anniversary date.

SECTION 8: CELL PHONE & AUTOMOBILE

8.1 The City agrees to provide Employee with a cellular telephone to aid in performance of his duties as City Manager, or a cell phone allowance of Fifty U.S. Dollars and 00/100 (\$50) per month.

8.2 The City will provide the Employee with a monthly automobile allowance of Five Hundred and Fifty U.S. Dollars and 00/100 (\$550.00).



SECTION 9: VACATION, SICK, AND PERSONAL LEAVE

9.1 Employee shall be entitled to paid time off (PTO) days and holidays. Employee will begin employment with an automatic Twenty-Five (25) PTO days. Each year thereafter upon his anniversary hiring date Twenty-Five (25) PTO days will be awarded. Upon termination of this Agreement, Employee shall be paid 100% of all unused PTO days and holidays. All PTO leave must be used within Thirteen (13) months of its accrual. Employee may have no more than a maximum accrual of Thirty (30) PTO days on the anniversary of his appointment date each year.

SECTION 10: BENEFITS

10.1 Employee shall be entitled to any benefits, including health and life insurance coverage, afforded to other employees of the City. Said coverage shall commence with the execution of this Agreement and as allowed under the City's agreement with its insurance providers. Further, City agrees that Employee will be covered by health and life insurance coverage, effective the first day of his employment. Employee shall receive family health insurance with an option to purchase life insurance through the City.

10.2 Employee may select to opt out of the City's group health insurance and shall be paid the standard annual compensation rate set by the City.

10.3 The City shall provide Employee with short term disability income insurance and shall pay the premium cost for such insurance.

10.4 City agrees to execute all necessary documents provided by the International City Management Association-Retirement Corporation (ICMA-RC) for Employee's continued participation in said ICMA-RC 401A and 457 retirement plans, or any other deferred compensation plan of the Employee's choice. In addition to the base salary paid by the City to the Employee, the City agrees to pay, on behalf of the Employee, an amount equal to Fifteen percent (15%) of the Employee's base salary into the selected retirement plan, in equal proportionate amounts each pay period. Contributions provided for herein shall be One Hundred percent (100%) vested upon payment by the City. In the event Employee terminated his employment, the City shall execute whatever documents are authorized under the retirement plan to allow for Employee's continued participation in the plan.

SECTION 11: PROFESSIONAL DEVELOPMENT

11.1 City agrees to budget and pay for the reasonable professional dues and subscriptions necessary for Employee's continuation in national, state and local professional organizations necessary and desirable for his continued professional participation and growth and for the good of the City including, but not limited to, the International City/County Management Association (ICMA), Florida League of Cities, and any County/Regional Manager's Organization.

11.2 City hereby agrees to budget and to pay the program cost, travel and subsistence expenses of Employee for reasonable professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to pursue necessary official functions of the City including, but not limited to, attendance at the annual and other short courses and seminars, such as the ICMA Annual Conference and the Florida City Managers Association's Annual Conference.

SECTION 12: HOURS OF WORK

12.1 It is recognized that the Employee will often be required to devote considerably more hours to his position than other employees, and that the Employee will devote a great deal of time outside the normal hours of business toward the business affairs of the City. Working hours will be flexible to accommodate the requirements and practices of the City Manager position, but generally Employee shall work during normal City business hours, excluding City recognized holidays, vacation leave or other leave in accordance with this Agreement or the applicable City policy. The concept of "overtime" is not applicable to the position of City Manager. No compensation shall be paid for overtime and compensatory time off will not be a matter of right based upon particular evening requirements or demanding projects. However, occasional time away from the office will be recognized as consistent with the nature of the professional position.

SECTION 13: OUTSIDE ACTIVITIES & CONFLICT OF INTEREST PROHIBITION

13.1 The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute either interference with or a conflict of interest with his or her responsibilities under this Agreement. Any and all outside activities must be approved by the City Commission.

13.2 Employee shall not without the expressed prior approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

13.3 Employee shall abide by the provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees.

SECTION 14: PERFORMANCE EVALUATION

14.1 City Commission shall review and evaluate the performance of the City Manager at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Commission and Employee. Said criteria may be added to or



deleted from as the City Commission may, from time to time, determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a written summary statement of the findings of the Commission and provide an adequate opportunity for the Employee to discuss his evaluation with the Commission.

14.2 Annually, the Commission and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Commission's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 15: INDEMNIFICATION AND INSURANCE

15.1 Subject to the provisions of insurance defense insurance coverage, and consistent with federal, state or local law, City shall defend, save harmless and indemnify Employee acting within the scope of his employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton misconduct or performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employee may request and the City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City for indemnification, as provided in this Section, to be available. Employee recognizes that City shall have the sole right to compromise or settle any suit without the Employee's consent; unless said compromise or settlement does not also include the individual liability of the Employee as a name party to the suit as indemnified herein. Further, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. Further, City agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as witness, advisor or consultant to City regarding pending litigation. The representations, warranties, and covenants of the Parties contained in this section will survive the termination of this Agreement.



15.2 The City will procure and maintain professional liability and errors and omissions insurance coverage on Employee, covering acts or omissions occurring in the performance of Employee's duties as City Manager. Such coverage may not cover acts or omissions performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Said insurance policies shall carry limits of liability as the City may set and determine from time to time.

SECTION 16: BONDING

16.1 The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17: MOVING EXPENSES

17.1 Employee shall pay all documented costs of moving not to exceed Five Thousand Dollars and 00/100 cents (\$5,000.00).

SECTION 18: GENERAL PROVISIONS

18.1 This Agreement may only be amended in writing signed by both Parties. The text of this document shall constitute the entire Agreement between the Parties, except as may be amended in writing by the Parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Charter, the County Code, the Administrative Code, and all statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies. The Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies shall take precedence over any part or portion of this Agreement, any other provisions of this Agreement to the contrary notwithstanding.

18.2 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of the Employee.

18.3 If any provision or any portion thereof contained in this Agreement is held unconstitutional, illegal, invalid, or unenforceable, by a court of competent jurisdiction, such part shall be considered separate and severable from the rest of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

18.4 Notice required or given pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, return receipt request addressed as follows:

CITY: Mayor and City Commission
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706



EMPLOYEE: Alex Rey
City Manager
6039 La Gorce Drive
Miami Beach, FL 33140

18.5 Either party may change the address stated herein for purposes of notice by giving written notice to the other party in accordance with the requirements of this section.

18.6 The City Commission, in consultation with Employee shall set any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the City Code, or any other applicable law.

18.7 Except as otherwise provided in this Agreement, all provisions of the City Charter, and regulations and rules of the City relating to vacation and other leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.

18.8 The waiver by either party of a breach of any provision of this Agreement by the other shall only be valid if set forth in writing signed by the waiving party and shall not operate or be construed as a waiver of any subsequent breach by that party.

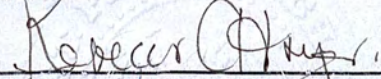
18.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. In addition, facsimile or electronic mail copies shall be accepted in lieu of an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]



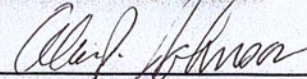
IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

ATTEST:



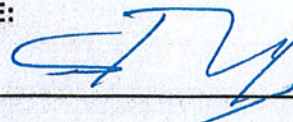
Rebecca C. Haynes, City Clerk

CITY OF ST. PETE BEACH:



Mayor Alan Johnson

EMPLOYEE:



Alex Rey

Approved as to form:



Andrew Dickman, City Attorney

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2020-xx: Amending Firefighters' Retirement System to provide for changes to Florida State Statutes 112.1816 regarding new cancer non-rebuttable presumptions.

Date: June 9, 2020

Prepared By: Bonni Spatara Jensen, Pension Fund Attorney

Through: Andrew Dickman, City Attorney

Summary of Issue: Amend St. Pete Beach Code of Ordinances, Chapter 66, Article IV, Firefighters' Retirement System, Division 3, to implement the duty related presumptions from Florida Statutes §112.18, §112.181, 112.1816, and 175.231

Section 66-327, Pre-retirement death, is amended by adding new subsections (d) and (e) to add the rebuttable and non-rebuttable presumptions created by Florida Statutes. This change was necessitated by the new cancer non rebuttable presumption established by Florida Statute §112.1816.

Section 66-328, Disability subparagraphs (b) (1) and (2) are amended and a new paragraph (3) added to clarify the existing presumptions and to add the new non-rebuttable cancer presumption.

Requested Motion: I move to approve Ordinance No. 2020-_____ on first reading (read title).

Attachments: Exhibit A – Ordinance 2020-_____
Actuarial Impact Statement

Ordinance 2020-XX

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 AMENDING SECTION 66-327, PRE-RETIREMENT DEATH; AMENDING SECTION 66-328, DISABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, after years of study, the National Institute for Occupational Safety and Health (NIOSH) concluded that firefighters are at a higher risk of developing twenty-one enumerated types of cancer; and

WHEREAS, the Florida Legislature, in recognition of this elevated cancer risk, has created a conclusive duty-related cancer presumption; and

WHEREAS, Senate Bill 426 (SB 426) amends Chapter 112, Florida Statutes, by creating Section 112.1816, governing disability and death benefits for firefighters; and

WHEREAS, SB 426 governs all firefighter pensions in Florida; and

WHEREAS, Chapters 112 and 175, Florida Statutes, establish rebuttable presumptions for firefighters in cases of heart disease, hypertension, tuberculosis, meningococcal meningitis, and hepatitis; and

WHEREAS, the Board of Trustees of the City of St. Peter Beach Firefighters' Retirement System has prepared this ordinance to implement the statutory presumptions in Chapters 112 and 175, Fla. Stat, including SB 426, effective July 1, 2019.

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

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

SECTION 2. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, Section 66-327 *Pre-retirement death*, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by adding subsections (d) and (e) to read as follows:

* * *

(d) *Rebuttable presumptions of death in line of duty*: The provisions of Sections 112.18, 112.181, and 175.231, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules for the resulting relating to these rebuttable presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Fla. Stat.

(e) *Non-rebuttable Conclusive cancer presumption in line of duty*: The provisions of Section 112.1816, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules relating to this presumption and for the determination of any disqualifying events as reflected in Chapters 112 and 175, Fla. Stat.

* * *

SECTION 3. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, Section 66-328 *Disability* of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending subsections (b) *In line of duty presumptions* (1) and (2) and adding (3) *Non-rebuttable conclusive cancer presumption*, to read as follows:

(b) *In line of duty presumptions*:

(1) *Rebuttable Presumption for hypertension and heart disease*. Any condition or impairment of health of a member caused by hypertension or heart disease shall be presumed to have been suffered in the line of duty unless the contrary is shown by competent evidence, provided such member shall have successfully passed a physical examination upon entering into such service, which examination failed to reveal any evidence of such condition, and provided, further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.

(2) *Additional rebuttable presumption for hepatitis, meningitis, and tuberculosis*. The presumption provided for in this subsection (b)(2) shall apply only to those conditions described in this subsection that are diagnosed on or after January 1, 1996.

* * *

(3) *Non-rebuttable conclusive cancer presumption*. The provisions of Section 112.1816, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules for the conduct of hearings relating to this presumption and for the determination of any disqualifying events as reflected in the statute.

SECTION 4. Codification. This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 5. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 6. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

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

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2020.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM ONLY:

Andrew Dickman, City Attorney

January 8, 2020

Board of Trustees
City of St. Pete Beach
Firefighters' Pension Board

Re: City of St. Pete Beach Firefighter's Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of the changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA
Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of St. Pete Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of St. Pete Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF ST. PETE BEACH
FIREFIGHTER'S RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

January 8, 2020
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

Chapter 2019-21, Laws of Florida was signed into effect granting certain disability benefits to firefighters participating in an employer-sponsored retirement plan. Effective July 1, 2019, "the retirement plan must consider the firefighter totally and permanently disabled in the line of duty if he or she meets the retirement plan's definition of totally and permanently disabled due to the diagnosis of cancer or circumstances that arise out of the treatment of cancer." For this purpose, "cancer" is as defined in Section 112.1816(1), Florida Statutes.

To value for this change, we are increasing the percentage of disablements assumed to occur in line of duty from 75% to 90%.

Please note that the benefit change provided in this impact statement only relates to the disability benefits for the Pension Fund and do not provide for other additional benefits that are provided for in Florida Statutes Section 112.1816.

The cost impact, determined as of October 1, 2018, applicable to the fiscal year ending September 30, 2020, is as follows:

	<u>New Benefits</u>	<u>Old Benefits</u>
Minimum Required Contribution % of Projected Annual Payroll	56.1%	56.1%
Member Contributions (Est.) % of Projected Annual Payroll	13.0%	13.0%
City And State Required Contribution % of Projected Annual Payroll	43.1%	43.1%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$183,517 8.0%	\$183,517 8.0%
City Required Contribution ² % of Projected Annual Payroll	35.1%	35.1%

¹ Represents the amount received in calendar 2019. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

CITY OF ST. PETE BEACH
FIREFIGHTER'S RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

January 8, 2020
(Page 2)

The change presented herein is in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

All assumptions and methods used are the same as described in the October 1, 2018 actuarial valuation report unless otherwise indicated. All of the sections of this report are considered an integral part of the actuarial opinions.



Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #17-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the amendment.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
A. Participant Data		
Actives	34	34
Service Retirees	21	21
DROP Retirees	0	0
Beneficiaries	1	1
Disability Retirees	3	3
Terminated Vested	<u>5</u>	<u>5</u>
Total	64	64
Total Annual Payroll	\$2,280,166	\$2,280,166
Payroll Under Assumed Ret. Age	2,280,166	\$2,280,166
Annual Rate of Payments to:		
Service Retirees	955,741	955,741
DROP Retirees	0	0
Beneficiaries	17,037	17,037
Disability Retirees	46,449	46,449
Terminated Vested	26,036	26,036
B. Assets		
Actuarial Value (AVA) ¹	13,710,724	13,710,724
Market Value (MVA) ¹	13,984,600	13,984,600
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	10,271,882	10,271,882
Disability Benefits	127,219	123,342
Death Benefits	68,872	68,872
Vested Benefits	354,498	354,498
Refund of Contributions	98,378	98,378
Service Retirees	13,484,658	13,484,658
DROP Retirees ¹	0	0
Beneficiaries	203,286	203,286
Disability Retirees	461,098	461,098
Terminated Vested	197,303	197,303
Share Plan Balances ¹	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total	25,267,194	25,263,317

C. Liabilities - (Continued)	New Assum Member Funded <u>10/1/2018</u>	New Assum City Funded <u>10/1/2018</u>
Present Value of Future Salaries	16,833,874	16,833,874
Present Value of Future Member Contributions	2,188,404	2,188,404
Normal Cost (Retirement)	410,954	410,954
Normal Cost (Disability)	11,549	10,741
Normal Cost (Death)	4,618	4,618
Normal Cost (Vesting)	24,076	24,076
Normal Cost (Refunds)	<u>15,496</u>	<u>15,496</u>
Total Normal Cost	466,693	465,885
Present Value of Future Normal Costs	3,469,481	3,464,063
Accrued Liability (Retirement)	7,165,120	7,165,120
Accrued Liability (Disability)	48,762	50,303
Accrued Liability (Death)	38,617	38,617
Accrued Liability (Vesting)	173,262	173,262
Accrued Liability (Refunds)	25,607	25,607
Accrued Liability (Inactives) ¹	14,346,345	14,346,345
Share Plan Balances ¹	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability (EAN AL)	21,797,713	21,799,254
Unfunded Actuarial Accrued Liability (UAAL)	8,086,989	8,088,530
Funded Ratio (AVA / FIL AL)	62.9%	62.9%

D. Actuarial Present Value of Accrued Benefits	New Assum Member Funded <u>10/1/2018</u>	New Assum City Funded <u>10/1/2018</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	14,346,345	14,346,345
Actives	3,516,325	3,510,056
Member Contributions	<u>1,383,165</u>	<u>1,383,165</u>
Total	19,245,835	19,239,566
Non-vested Accrued Benefits	<u>728,866</u>	<u>730,616</u>
Total Present Value		
Accrued Benefits (PVAB)	19,974,701	19,970,182
Funded Ratio (MVA / PVAB)	70.0%	70.0%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	4,519	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	4,519	

	New Assum Member Funded 10/1/2018	New Assum City Funded 10/1/2018
Valuation Date	10/1/2018	10/1/2018
Applicable to Fiscal Year Ending	<u>9/30/2020</u>	<u>9/30/2020</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll ²	21.2	21.2
Administrative Expenses (with interest)		
% of Total Annual Payroll ²	1.6	1.6
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2018, with interest)		
% of Total Annual Payroll ²	33.3	33.3
Minimum Required Contribution		
% of Total Annual Payroll ²	56.1	56.1
Expected Member Contributions		
% of Total Annual Payroll ²	13.0	13.0
Expected City and State Contribution		
% of Total Annual Payroll ²	43.1	43.1

² Contributions developed as of 10/1/2018 are expressed as a percentage of total annual payroll at 10/1/2018 of \$2,280,166.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB

Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB

Healthy Inactive Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB

Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2016 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Interest Rate

7.60% (prior year 7.65%) per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

<u>Service</u>	<u>Increase Rate</u>
<1	5.5%
1-5	5.0%
6-10	4.5%
11+	4.0%

This is based on the results of an actuarial experience study issued January 18, 2017.

Payroll Growth

1.38% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$34,157 annually, based on actual expenses incurred in the prior fiscal year.

Termination Rates

<u>Service</u>	<u>Termination Rate</u>
<1	15.0%
1-4	9.0%
5-9	4.0%
10-14	3.0%
15+	2.0%

This is based on the results of an actuarial experience study issued January 18, 2017.

Disability Rates

<u>Age</u>	<u>Disability Rate</u>
20	0.03%
30	0.04%
40	0.07%
50	0.18%

Taken from 1201. This is based on the results of an actuarial experience study issued January 18, 2017.

Retirement Age

For Members eligible for Normal Retirement on January 1, 2013 or hired before January 1, 2003: Earlier of age 56 or the completion of 26 years of service. Also, any member who has reached Normal Retirement Age is assumed to continue employment for one additional year. This is based on the results of an actuarial experience study issued October 20, 2008.

For all other Members: Earlier of age 60 with 10 years of service or the completion of 30 years of service for Old Benefits column and Earlier of age 52 with 25 years of service or the age 55 with 10 years of service for the New Benefits columns. Also, any member who has reached Normal Retirement Age is assumed to continue employment for one additional year. This is based on the results of an actuarial experience study issued October 20, 2008.

Early Retirement

Commencing at the member's eligibility for Early Retirement, members are assumed to retire with an immediate, subsidized benefit at the rate of 5.00% per year. In the Old Benefits column this was only for Members eligible for Normal Retirement on January 1, 2013. This is based on the results of an actuarial experience study issued October 20, 2008.

Cost-of-Living Adjustment

3.00% per year commencing 7 years after retirement.

Funding Method

Entry Age Normal Actuarial Cost Method.

Actuarial Asset Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric four-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

“Future Service” Piece
Date

At least 10 Years of Credited Service on December 31, 2012: Earlier of 1) Age 55, or 2) the completion of 25 years of Credited Service, regardless of Age.

Less than 10 years of Credited Service on December 31, 2012: Earlier of 1) Age 55 with 10 years of Credited Service, 2) Age 52 with 25 years of Credited Service, or 3) the completion of 30 years of Credited Service, regardless of Age.

Benefit

3.40% of Average Final Compensation times Credited Service.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

Maximum Benefit

The maximum combined benefit is 100% of Average Final Compensation. If a Member’s accrued benefit as of January 1, 2013 is greater than or equal to 75% of Average Final Compensation, the benefit percentage may not be reduced.

EARLY RETIREMENT

“Frozen” Piece
Date

Earlier of age 50 and 10 years of Credited Service or the completion of 20 years of Credited Service, regardless of age.

Benefit Amount

Accrued benefit, reduced 3.00% for each year commencement of benefits precedes Normal Retirement Date.

“Future Service” Piece
Date

Age 50 and 10 years of Credited Service.

Benefit Amount

Accrued benefit, reduced 3.00% for each year commencement of benefits precedes age 55.

COST OF LIVING INCREASES

Retirees receive a 3.00% per year cost-of-living adjustment commencing 7 years after retirement.

VESTING

Schedule

100% after 10 years of Credited Service (“frozen” piece uses old vesting schedule).

Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.
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DISABILITY

Eligibility	Total and permanent after 10 years of Credited Service (non-service incurred) or from date of hire (service incurred).
-------------	--

Waiting Period	Board approval.
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Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in the military, etc.
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Benefit	Benefit accrued to date of disability but not less than 42% of AFC if service incurred.
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Duration	Payable for life with 10 years certain, or until recovery (as determined by the Board). Optional forms of payment available.
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DEATH BENEFITS

Pre-Retirement	If vested, the value of the accrued benefit is payable on a monthly basis to the beneficiary for 10 years. If not vested, member contributions are refunded.
----------------	--

Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.
-----------------	---

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Only those Members who were Age 55 or had completed 25 years of Credited Service on December 31, 2012. There is no DROP for other Members.
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Participation	Not to exceed 60 months.
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Rate of Return	At the Member's election: (1) 7.50% annual rate, or (2) actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal quarter.
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Form of Distribution	Cash lump sum (options available) at termination of employment.
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**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2020-xx: Amending Firefighters' Retirement System to implement Internal Revenue Code changes and distribution provisions.

Date: June 9, 2020

Prepared By: Bonni Spatara Jensen, Pension Fund Attorney

Through: Andrew Dickman, City Attorney

Summary of Issue: Amend St. Pete Beach Code of Ordinances, Chapter 66, Article IV, Firefighters' Retirement System, Division 3, to:

- implement changes made to the Internal Revenue Code contained within the recently enacted Setting Every Community Up for Retirement Enhancement (the "SECURE") Act; and
- update the mandatory distribution provisions in accordance with the Internal Revenue Code.

Section 66-326, Benefit amounts and eligibility, subsection (f) *Required distribution date*, is amended to change the required minimum distribution age of 70½ to age 72, provided the participant had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the City.

Section 66-327, Pre-retirement death, subsection (b)(5) is amended by increasing the age at which a surviving spouse is required to begin taking a required minimum distribution from the date the participant would have been age 70½ to age 72, provided the participant had not attained age 70½ by December 31, 2019.

Section 66-329, Optional form of benefits, subsection (e) (5), is amended to change the required minimum distribution age from 70½ to 72, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the City.

Section 66-332, Minimum distribution of benefits is amended at subsection (b) *Time and manner of distribution*,

paragraphs (1) and (2) Paragraph (1) is amended to change the required minimum distribution age from 70 ½ to 72, provided the member had not attained age 70 ½ by December 31, 2019, or the calendar year in which the member terminates employment with the City and paragraph (2) is amended to change the required minimum distribution age from 70 ½ to 72, provided the member had not attained age 70 ½ by December 31, 2019.

Section 66-338 – Miscellaneous provisions, subsection (c) *Qualification of system*, is amended by adding language to maintain the tax qualified status of the Plan and to authorize the Board to establish and adopt administrative policies with the effect of a law for this purpose.

Requested Motion: I move to approve Ordinance No. 2020-_____ on first reading (read title).

Attachments: Exhibit A – Ordinance 2020-_____
Letter of No Actuarial Impact

Ordinance 2020-XX

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 AMENDING SECTION 66-326, BENEFIT AMOUNTS AND ELIGIBILITY; SECTION 66-324, PRE-RETIREMENT DEATH; SECTION 66-329, OPTIONAL FORMS OF BENEFITS; SECTION 66-332, MINIMUM DISTRIBUTION OF BENEFITS; SECTION 66-338, MISCELLANEOUS PROVISIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, Section 66-326(f), Benefit amounts and eligibility, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended to read as follows:

Sec. 66-326.- Benefit amounts and eligibility.

(f) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70-1/2~~ 72, provided the member had not attained age 70½ by December 31, 2019; or the calendar year in which the member terminates employment with the city.

SECTION 2. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, Section 66-327(b)(5), Pre-retirement death, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended to read as follows:

Sec. 66-327. - Pre-retirement death.

(b) *Deceased members vested or eligible for retirement with spouse as beneficiary.* This subsection (b) applies only when the member's spouse is the sole designated beneficiary. The spouse beneficiary of any member who dies and who, at the date of his death, was vested or eligible for early or normal retirement shall be entitled to a benefit as follows:

(5) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date selected pursuant to the above provisions in this section that must be on or before December 31 of the calendar year in which the member would have attained ~~70½~~ age 72.

SECTION 3. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, Section 66-329(e)(5), Optional forms of benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended to read as follows:

Sec. 66-329. - Optional forms of benefits.

(e) Retirement income payments shall be made under the option elected in accordance with this section and shall be subject to the following limitations:

(5) The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70½~~ 72, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the city.

SECTION 4. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, Section 66-332(b)(1) and 66-332(b)(2)(a), Minimum distribution of benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended to read as follows:

Sec. 66-332. - Minimum distribution of benefits.

(b) *Time and manner of distribution.*

(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's

required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70½~~ 72, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the city.

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age ~~70½~~ 72, provided the member had not turned 70½ by December 31, 2019, if later, as the surviving spouse elects.

SECTION 5. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, Section 66-338(c), Miscellaneous provisions, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended to read as follows:

Sec. 66-338. - Miscellaneous provisions.

(c) *Qualification of system.* It is intended that the system will constitute a qualified public pension plan under the applicable provisions of the code for a qualified plan under code section 401(a) and a governmental plan under code section 414(d), as now in effect or hereafter amended. Any modification or amendment of the system may be made retroactively, if necessary or appropriate, to qualify or maintain the system as a plan meeting the requirements of the applicable provisions of the code as now in effect or hereafter amended, or any other applicable provisions of the U.S. Federal Tax Laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

In recognition of the changing requirements of system qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the City Commission.

SECTION 6. Codification. This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 7. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 8. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 9. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 10. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 11. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2020.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM ONLY:

Andrew Dickman, City Attorney

May 7, 2020

VIA EMAIL

Kim Kilgore, Plan Administrator
City of St. Pete Beach
Firefighters' Retirement System
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of St. Pete Beach Firefighters' Retirement System

Dear Kim:

We have reviewed the proposed Ordinance modifying the language to comply with changes to the Internal Revenue Code moving the minimum required distribution age from 70 ½ to 72. We have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA

cc: Bonni Jensen, Board Attorney

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2020-Amending Police Officers' Retirement System to implement Internal Code changes and update distribution provisions.

Date: June 9, 2020

Prepared By: Bonni Spatara Jensen, Pension Fund Attorney

Through: Andrew Dickman, City Attorney

Summary of Issue: Amend the St. Pete Beach Code of Ordinances, Chapter 66, Article III - Police Officers' Retirement System, to:

- implement changes made to the Internal Revenue Code contained within the recently enacted Setting Every Community Up for Retirement Enhancement (the "SECURE") Act; and
- update the mandatory distribution provisions in accordance with the Internal Revenue Code.

Section 66-216, Benefit amounts and eligibility, subsection (g) *Required distribution date*, is amended to change the required minimum distribution age of 70½ to age 72, provided the participant had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the City.

Section 66-217, Preretirement death, subsection (b)(5) *Deceased members vested or eligible retirement with spouse as beneficiary*, is amended by increasing the age at which a surviving spouse is required to begin taking a required minimum distribution from the date the participant would have been age 70½ to age 72, provided the participant had not attained age 70½ by December 31, 2019.

Section 66-219, Optional form of benefits, subsection (e) (5), is amended to change the required minimum distribution age from 70½ to 72, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the City.

Section 66-222, Minimum distribution of benefits, subsection (b) *Time and manner of distribution*, is amended at paragraph (1) *Required beginning date*, to amend the required minimum distribution age from 70 ½ to 72, provided the member had not attained age 70 ½ by December 31, 2019, or the calendar year in which the member terminates employment with the City and paragraph (2) *Death of member before distribution begins*, to amend the required minimum distribution age from 70 ½ to 72, provided the member had not attained age 70 ½ by December 31, 2019.

Section 66-228 – Miscellaneous provisions, subsection (c) *Qualification of system*, is amended by adding language to maintain the tax qualified status of the Plan and by authorizing the Board to establish and adopt administrative policies with the effect of a law for this purpose.

Requested Motion: I move to approve Ordinance No. 2020-_____ on first reading (read title).

Attachments: Exhibit A – Ordinance 2020-_____
Letter of No Actuarial Impact

Ordinance 2020-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT; ARTICLE III, POLICE OFFICERS' RETIREMENT SYSTEM; AMENDING SECTION 66-216, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 66-217, PRE-RETIREMENT DEATH; AMENDING SECTION 66-219, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 66-222, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 66-228, MISCELLANEOUS PROVISIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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

SECTION 1. Section 66-216(g) of Chapter 66, Article III, of the City Code of St. Pete Beach is hereby amended to read as follows:

Sec. 66-216. - Benefit amounts and eligibility.

(g) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70½~~ 72, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the city.

SECTION 2. Section 66-217(b)(5) of Chapter 66, Article III, of the City Code of St. Pete Beach is hereby amended to read as follows:

Sec. 66-217. - Preretirement death.

(b) *Deceased members vested or eligible retirement with spouse as beneficiary.* This subsection (b) applies only when the member's spouse is the sole designated beneficiary. The beneficiary of any member who dies while actively employed and who, at the date of his death, was vested or eligible for early or normal retirement shall be entitled to a benefit as follows:

(5) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date selected pursuant to the above provisions in this section that must be on or before December 31 of the calendar year in which the member would have attained age 72~~70½~~.

SECTION 3. Section 66-219(e)(5) of Chapter 66, Article III, of the City Code of St. Pete Beach is hereby amended to read as follows:

Sec. 66-219. - Optional forms of benefits.

(e) Retirement income payments shall be made under the option elected in accordance with the provisions of this section and shall be subject to the following:

(5) The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70½~~ 72, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the city.

SECTION 4. Section 66-222(b)(1) and Section 66-222(b)(2)(a) of Chapter 66, Article III, of the City Code of St. Pete Beach is hereby amended to read as follows:

Sec. 66-222. - Minimum distribution of benefits.

(b) *Time and manner of distribution.*

(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains ~~70½~~ 72, provided the member had no attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the city.

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age 70½ 72, provided the member had not attained age 70½ before December 31, 2019, if later, as the surviving spouse elects.

SECTION 5. Section 66-228(c) of Chapter 66, Article III, of the City Code of St. Pete Beach is hereby amended to read as follows:

Sec. 66-228. - Miscellaneous provisions.

(c) *Qualification of system.* It is intended that the system will constitute a qualified public pension plan under the applicable provisions of the code for a qualified plan under code section 401(a) and a governmental plan under code section 414(d), as now in effect or hereafter amended. Any modification or amendment of the system may be made retroactively, if necessary or appropriate, to qualify or maintain the system as a plan meeting the requirements of the applicable provisions of the code as now in effect or hereafter amended, or any other applicable provisions of the U.S. Federal Tax Laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

In recognition of the changing requirements of system qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the City Commission.

SECTION 6. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 7. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 8. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance

but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 9. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 10. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2020.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM ONLY:

Andrew Dickman, City Attorney

May 7, 2020

VIA EMAIL

Kim Kilgore, Plan Administrator
City of St. Pete Beach
Police Officers' Retirement System
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of St. Pete Beach Police Officers' Retirement System

Dear Kim:

We have reviewed the proposed Ordinance modifying the language to comply with changes to the Internal Revenue Code moving the minimum required distribution age from 70 ½ to 72. We have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA

cc: Bonni Jensen, Board Attorney

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2020-xx: Amending Police Officers' Retirement System to allow for a retiree to hold an active police officers seat on the Board of Trustees.

Date: June 9, 2020

Prepared By: Bonni Spatara Jensen, Pension Fund Attorney

Through: Andrew Dickman, City Attorney

Summary of Issue: Amend the St. Pete Beach Code of Ordinances, Chapter 66, Article III - Police Officers' Retirement System, to allow for an active police officer member seat to be held by a retiree or an individual selected by the Board. This mirrors the provisions of Florida Statutes §185.05(c).

Requested Motion: I move to approve Ordinance No. 2020-_____ on first reading (read title).

Attachments: Exhibit A – Ordinance 2020-_____

Ordinance 2020-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT; ARTICLE III, POLICE OFFICERS' RETIREMENT SYSTEM; ADDING A NEW SECTION B; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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

SECTION 1. Section 66-181 of Chapter 66, Article III, of the City Code of St. Pete Beach is hereby amended to read as follows:

Sec. 66-181. - Board of trustees.

(a) The sole and exclusive administration of and responsibility for the proper operation of the system, and for making effective provisions of this article, is vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission, at the first regularly scheduled meeting following the general election, or at the first regularly scheduled meeting after the city commission meeting where newly elected commissioners are sworn into office, whichever is later; and two of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as provided herein and shall a two-year term, unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years with staggered terms expiring in alternate years, unless he sooner vacates the office or is sooner replaced by the city commission, at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained in this article, the power to bring and defend lawsuits of every kind, nature, and description.

(b) Whenever the police officer membership of a closed local law plan falls below 10, an active police officer member seat may be held by either a retired police officer or an active police officer member of the plan who is elected by the active and retired members of the plan. If there are no active or retired police officers remaining in the plan or capable of serving, the remaining board members may elect an individual to serve in the active police officer member seat. Upon receipt of such person's name, the legislative body of the municipality shall, as a ministerial duty, appoint such person to the board of trustees.

~~(c)(b)~~ The trustees shall, by a majority vote, elect a chairman and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

~~(d)(e)~~ Each trustee shall be entitled to one vote on the board. Three affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall have the right to abstain from voting as the result of a conflict of interest, provided that trustee complies with the provisions of F.S. § 112.3143.

~~(e)(d)~~ The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.

~~(f)(e)~~ The duties and responsibilities of the board shall include, but not necessarily be limited to:

- (1) Construe the provisions of the system and determine all questions arising thereunder.
- (2) Determine all questions relating to eligibility and membership.
- (3) Determine and certify the amount of all retirement allowances or other benefits under this article.
- (4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
- (5) Distribute to members, at regular intervals, information concerning the system.
- (6) Receive and process all applications for benefits.
- (7) Authorize all payments whatsoever from the fund, and notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund.

(8) Have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.

(9) Perform such other duties as are required to prudently administer the system.

SECTION 2. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2020.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM ONLY:

Andrew Dickman, City Attorney

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance 2020-xx: Amending General Employees' Retirement System to implement Internal Revenue Code changes and update distribution provisions.

Date: June 9, 2020

Prepared By: Bonni Spatara Jensen, Pension Fund Attorney

Through: Andrew Dickman, City Attorney

Summary of Issue: Amendment to the St. Pete Beach Code of Ordinances, Chapter 66, Pensions and Retirement, Article II General Employees' Retirement System, to:

- implement changes made to the Internal Revenue Code contained within the recently enacted Setting Every Community Up for Retirement Enhancement (the "SECURE") Act and
- update the mandatory distribution provisions in accordance with the Internal Revenue Code.

Section 66-28 – Qualification of system, is amended by adding a subsection (b) to maintain the tax qualified status of the Plan and by authorizing the Board to establish and adopt administrative policies with the effect of a law for this purpose.

Section 66-101, Benefit amounts and eligibility, subsection (f), Required distribution date, is amended to change the required minimum distribution age of 70½ to age 72, provided the participant had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the City.

Section 66-105, Optional forms of benefits, subsection (e) (5), is amended to change the required minimum distribution age from 70½ to 72, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the City.

Section 66-109, Minimum distribution of benefits, subsection (b) Time and manner of distribution, is amended at paragraph (1) Required beginning date, to change the

required minimum distribution age from 70 ½ to 72, provided the member had not attained age 70 ½ by December 31, 2019, or the calendar year in which the member terminates employment with the City and paragraph (2), Death of member before distribution begins, to change the required minimum distribution age from 70 ½ to 72, provided the member had not attained age 70 ½ by December 31, 2019.

Requested Motion: I move to approve Ordinance No. 2020-_____ on first reading (read title).

Attachments: Exhibit A – Ordinance 2020-_____
Letter of No Actuarial Impact

Ordinance 2020-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE II GENERAL EMPLOYEES' RETIREMENT SYSTEM, DIVISION 1, GENERALLY AND DIVISION 3, BENEFITS, OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH; AMENDING SECTION 66-28, QUALIFICATION OF SYSTEM; AMENDING SECTION 66-101, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 66-105, OPTIONAL FORMS OF BENEFIT; AMENDING SECTION 66-109, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 66, Article II General Employees' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-28, Qualification of system, to read as follows:

Sec. 66-28.- Qualification of system.

(a) It is intended that the system will constitute a qualified public pension plan under the applicable provisions of the Code for a qualified plan under Code Section 401(a) and a governmental plan under Code Section 414(d), as in effect on the effective date or amended under this article. Any modification or amendment of the system may be made retroactively, if necessary or appropriate, to qualify or maintain the system as a plan meeting the requirements of the applicable provisions of the Code, as in effect on the effective date or amended under this article, or any other applicable provisions of the U.S. federal tax law, as in effect on the effective date or amended or adopted under this article, and the regulations issued thereunder.

(b) In recognition of the changing requirements of system qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the City Commission.

SECTION 2. That Chapter 66, Article II General Employees' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-101(f), Benefit amounts and eligibility, to read as follows:

Sec. 66-101.- Benefit amounts and eligibility.

(f) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72 70½, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the city.

SECTION 3. That Chapter 66, Article II General Employees' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-105(e)(5), Optional forms of benefit, to read as follows:

Sec. 66-105.- Optional forms of benefits.

(e) Retirement income payments shall be made under the option elected in accordance with this section and shall be subject to the following limitations:

(5) The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72 70½, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the city.

SECTION 4. That Chapter 66, Article II General Employees' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-109(b)(1) and 66-109(b)(2)(a) Minimum distribution of benefits, to read as follows:

Sec. 66-109.- Minimum distribution of benefits.

(b) *Time and manner of distribution.*

(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's

required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72 ~~70½~~, provided the member had not attained age 70½ by December 31, 2019, or the calendar year in which the member terminates employment with the city.

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age 72 ~~70½~~, provided the member had not attained age 70½ by December 31, 2019, if later, as the surviving spouse elects.

SECTION 5. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 6. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 7. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby
certify that the foregoing Ordinance was duly adopted in accordance with the
provisions of applicable law this _____ day of _____, 2020.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM ONLY:

Andrew Dickman, City Attorney

May 7, 2020

VIA EMAIL

Kim Kilgore, Plan Administrator
City of St. Pete Beach
General Employees' Retirement System
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of St. Pete Beach General Employees' Retirement System

Dear Kim:

We have reviewed the proposed Ordinance modifying the language to comply with changes to the Internal Revenue Code moving the minimum required distribution age from 70 ½ to 72. We have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA

cc: Bonni Jensen, Board Attorney

RESOLUTION 2020-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under Chapter 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by Mayor Alan Johnson on March 16, 2020, and thereafter has been renewed in seven (7) day increments in accordance with state law (Exhibit "A"); and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, the City Commission desires to renew its confirmation of the Mayor's proclamation dated June 9, 2020 (Exhibit "B") declaring a state of local emergency, which shall remain in effect for seven (7) days from the date of the proclamation; and

WHEREAS, the City Commission desires to authorize the City Manager, through this resolution confirming the Mayor's renewed proclamation, to take any and all legal, appropriate and reasonable measures, described in more detail below, to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19.

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

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

Section Two: COVID-19 poses a serious threat to the residents of the City of St. Pete Beach and the Mayor's renewed proclamation declaring a State of Local Emergency executed on June 9, 2020 is necessary and is hereby confirmed and shall be in effect for all territory within the corporate boundaries of the City of St. Pete Beach for seven (7) days in accordance with state law and the City's code of ordinances.

Section Three: The City Commission authorizes the City Manager of the City of St. Pete Beach to take any and all legal, appropriate and reasonable measures ("Emergency Measures") to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19, including but not limited to the actions listed in

- a) Sec. 34-38, St. Pete Beach Code of Ordinance;
- b) 252.38, Florida Statute; and
- c) Resolution 2020-13, as amended.

Section Four: Such Emergency Measures entrusted to the City Manager include the duties and responsibilities required of him by the City's charter, code, and other laws, policies, rules, and regulations.

BE IT FURTHER RESOLVED THAT the enforcement of the provisions of this Resolution and the associated proclamation shall be in effect until terminated or expiration in accordance with State law.

Passed this 9th day of June 2020 by the City Commission of the City of St. Pete Beach, Florida.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**RENEWED PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
JUNE 9, 2020**

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under section 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by the undersigned on March 16, 2020, was confirmed by the City Commission by Resolution Number 2020-07, and successively renewed as the State of Local Emergency every seven (7) days thereafter, and is in effect for seven (7) days in accordance with state law; and

WHEREAS, even though both the Governor of the State of Florida and the Pinellas Board of County Commissioners have issued orders and initiated Phase One of a gradual reopening for normal activities; there remains a necessity for emergency directives in the city; and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, I desire to renew the proclamation declaring a state of local emergency, which shall be submitted to the City Commission for confirmation.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, Florida do hereby proclaim a State of Local Emergency shall be declared, effective immediately, for all territory within the corporate boundaries of the City of St. Pete Beach.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(2), Florida Statutes.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of emergency ordinances, actions, policies, rules and procedures, pursuant to the City Code of Ordinances, Article II, Emergency Management, shall be in effect until the termination of the local State of Emergency or seven (7) calendar days from the date of this proclamation, whichever comes first. The City Manager is hereby ordered to take whatever lawful and prudent actions necessary to protect the health, safety, and welfare of the community, including but not limited to the actions listed in Sec. 34-38, St. Pete Beach Code of Ordinance, Sec. 252.38, Florida Statutes, and any other actions later expressed by the City Commission by resolution confirming this proclamation.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of The City of St. Pete Beach, Florida to be affixed this 9th day of June 2020.

Alan Johnson, Mayor