



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, January 11, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Changes to the Agenda -

2. Audience Comments -

Public participation is encouraged. If you wish to address the City Commission, please fill out a speakers card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non-public hearing items on the current agenda. Public comment on agenda items will be allowed when that item is called.

3. Consent -

a. December Commission Meeting Minutes: December 7th, December 14th Workshop and December 14th 6:00 PM Meeting

b. Flood Insurance Policy Renewals

c. Fire Truck 23 Replacement

4. Action Items

a. Enterprise Resource Planning (ERP) Software

Enterprise Resource Planning Software Agreement with CentralSquare Technologies

Action Request: Motion to authorize the City Manager to enter into an agreement with CentralSquare Technologies for ERP Software.

b. Emergency Pipe and Valve Repairs - Central Avenue Valve Vault

Agreement with Rowland, Inc. for a valve replacement and repair.

Action Request: Motion to approve the cost estimate from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for Emergency Pipe and Valve Repairs at the Central Avenue Valve Vault, in the amount of \$437,402.50.

5. Ordinances -

a. First Reading Ordinance 2022-01: Budget Amendment

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2022-01.

b. First Reading Ordinance 2022-03: Corey Landings Development Project

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF 150 RESIDENTIAL DWELLING UNITS UNDER THE PROVISIONS OF THE GENERAL RESIDENTIAL UNIT "RU" DENSITY POOL RESERVE, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN AND IMPLEMENTED THROUGH THE CITY'S LAND DEVELOPMENT CODE, TO THE PROPOSED COREY LANDINGS DEVELOPMENT PROJECT, GENERALLY LOCATED AT 10 COREY AVENUE; PROVIDING FOR CODIFICATION; CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2022-03.

6. Resolutions -

a. Resolution 2022-01: Fund Balance Policy

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ADOPTING A FUND BALANCE POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2022-01.

b. Resolution 2022-04: Shared Parking Agreement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS IS AN AGREEMENT (THE "AGREEMENT") ENTERED INTO BY AND BETWEEN THE CITY OF ST. PETE BEACH (HEREINAFTER "CITY") AND BAY DERMATOLOGY REAL ESTATE ST P II, LLC (HEREINAFTER "PROPERTY OWNER") TO SHARE THE USE OF PROPERTY OWNER'S PARKING SPACES. THE CITY AND PROPERTY OWNER TOGETHER SHALL BE REFERRED TO AS THE "PARTIES."; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2022-04.

7. Items for Discussion -

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

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present, or do not feel comfortable appearing in person, due to COVID-19. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 5:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 1:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 1:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.

DRAFT
City Commission Meeting
December 7, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director

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

1. PRESENTATIONS

- Dawn Wright, Central West District Director for the Florida Association of City Clerks and the City Clerk for the City of Eagle Lake presented Mrs. Amber LaRowe, City Clerk, with her Master Municipal Clerk Certification.
- Jennifer McMahon presented a donation check to the Veterans of South Pinellas in the amount of \$3,800.00 from the recent ticket sales of the Chowder Challenge

2. CHANGES TO THE AGENDA

Commissioner Grill requested item 4.c. of the Consent Agenda be removed and added to Action Items as item d.

3. AUDIENCE COMMENTS

Betty Rzewnicki, resident, discussed the Don CeSar variance request that is coming to the Board of Adjustment next week. She stated that her and many residents of Don CeSar neighborhood are opposed to the variance approval and she cited various reasons as to why.

4. CONSENT

- a. November 10th City Commission Minutes: 2:00 p.m. and 5:00 p.m.
- b. Pump Station 3 Improvements Design Task Order
- c. ~~Gulf Winds Drive Reconstruction Design Task Order~~ *moved to item 5.d.*

Motion: **Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the December 7, 2021 Consent Agenda as presented by the City Manager with the removal of item 4.c.**

5. ACTION ITEMS

a. Amendment to the City Clerk Contract

The Commissioners discussed Mrs. LaRowe's obtainment of the Master Municipal Clerk (MMC) Certification and being only the second clerk in City's history to receive it. They all acknowledged her hard work and agreed that an increase in salary for receiving her MMC was deserved and appropriate.

Motion: Mayor Johnson moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to approve the amendment to the City Clerk's contract with an adjustment in salary to \$80,000.00, to be retroactive to the date of her certification, October 27, 2021.

b. Agreement with Florida Blue for Group Medical Insurance

Vince Tenaglia, Assistant City Manager, discussed the process that he and staff have undergone to identify the best possible rate and carrier for health insurance for the employees. The current provider is Florida Blue, and, after discussions, they have agreed upon a 14.79 percent renewal rate. The City Manager is also recommending that the City continue funding the single employee coverage at the mid-tier plan; the net effect of the renewal rate and the continuation of current funding tiers is an increase of 15.4 percent. This increase is within the budgeted estimate of 20 percent.

Motion: Commissioner Pletcher moved, Commissioner Graus seconded, and the motion carried 5-0 to authorize the City Manager to enter into an agreement with Florida Blue for renewed group medical insurance.

c. Agreement with MetLife for Group Dental Insurance

Mr. Tenaglia stated that the current dental insurance provider, Guardian Insurance, quoted an 11.7 percent premium increase. Staff conducted research and recommends that the City change dental carriers to MetLife Insurance. In so doing, the City will see a 15.2 percent decrease. The single employee rate for the low tier plan will increase slightly and the City's total cost will decrease by approximately 1.3 percent. Costs for all other plans will decrease, meaning employees with dependent coverage and those who purchase the higher tier plan will experience the proposed savings.

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to authorize the City Manager to enter into an agreement with MetLife for group dental insurance.

d. Gulf Winds Drive Reconstruction Design Task Order (moved from Consent)

Commissioner Grill explained that he has received questions and concerns from residents regarding this project. The inquiries were pertaining to the task order suggesting that the flashing light will be removed at 64th Avenue and as to the schedule and timeline.

City Manager Rey addressed the removal of the flashing light as stated on the task order, 5th bullet point. The word "remove" will be stricken and "evaluate" inserted. The statement will now read "Evaluate the overhead flasher at 64th Avenue".

Mike Clarke, Public Works Director, stated that this is not a fixed design and there will be many opportunities for public input via community meetings and discussions. He discussed his expectations and the reasons for the

improvements to this area. Mr. Clarke explained that the laterals will be replaced beginning in January and will take approximately 2 months. The paving contractor will then come through to repave towards the end of the completion of the lateral replacements and that should be completed by end of April.

In regard to the timeline for design, Mr. Clarke expects a pre-design meeting will occur within a week of signing the agreement with a 6 to 8-month timeline for the design to be completed. He reiterated that there will be community meetings along the way.

6. RESOLUTIONS

a. Resolution 2021-17: Authorization to Dispose Surplus City-Owned Assets

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE DISPOSAL OF SURPLUS CITY-OWNED ASSETS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Tenaglia reminded the Commission that the Code requires that the City Commission authorize the disposal of fixed assets. Appendix A to the Resolution lists five vehicles to be surplus, with four of the five having been fully depreciated. The 2015 Ford F-150 has a remaining book value of \$4,603 and will be written off; there is significant rust deterioration throughout the entire frame and the estimated cost to repair is \$15,000.00. Staff will sell these assets via auction.

Mr. Tenaglia addressed questions in regard to lot capital assets and the determination of disposal. He stated that there is some discretion and often it depends on materiality. There are various classes identified for group assets, as well as general practicing standards.

Motion: Commissioner Graus moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to adopt Resolution 2021-17.

7. ITEMS FOR DISCUSSION

No discussion.

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

Mrs. LaRowe, City Clerk—thanked the Commission for allowing the presentation for her MMC tonight and the kind words for her accomplishment.

Attorney Dickman, City Attorney—discussed Don CeSar Blocks M&N. He stated that at the December 14th meeting there will be a Memorandum of Understanding (MOU) between the City and Don CeSar Property Owners Corporation (DCPOC) on the agenda. This MOU has been drafted to define the relationship between both parties and to codify an understanding between them regarding their relationship concerning beach parcels.

Commissioner Pletcher—commented on the Christmas decorating going on throughout her District.

She highlighted events going on to include Gulf Beaches Historical Museum Christmas Carol at the theater, Sip and Shop on 8th Avenue, beach bonfire, and the boat parade.

Vice Mayor Friszolowski—complimented the boat parade that went on last weekend.

He reminded everyone of the Santa and Sirens Parade on December 15th that will begin at Belle Vista and travel north. The next day the Parade will be in Pass-A-Grille.

Commissioner Grill—echoed Vice Mayor Friszolowski’s reminder of the Santa and Sirens Parade that will be traveling through all the main residential areas.

He provided updates on legislation to include tax holidays in April for water/energy saving appliances and in August for back-to-school supplies.

Commissioner Graus—complimented the past weekend events and thanked City staff for their hard work at putting on the tree lighting and coordinating the boat parade.

Mayor Johnson—commended Mrs. McMahon and her staff on a great job for all the events that go off successfully. He also appreciates all the residential engagement and community meetings that staff coordinates for the projects and plans in the City.

Mayor Johnson adjourned the meeting at 7:25 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Workshop Meeting
December 14, 2021
3:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Michelle Gonzalez, Community Development Director

Mayor Johnson called the meeting to order at 3:00 p.m. followed by the Pledge of Allegiance.

1. PRESENTATIONS

Michelle Gonzalez, Community Development Director, gave a presentation to the Commission on off-street parking. The presentation included:

- History of off-street parking requirements
- Traditional policies
- City's desire to update requirements
 - To promote a more pedestrian friendly vision
- Off-street parking study background and tasks
 - City has not updated these parking requirements since 2005
- What has been done so far
 - Staff worked with a consultant
 - City-wide poll with over 230 responses
 - Business owner meeting held in August
 - Resident meeting held in September
- Goals and findings
- 13 common parking strategies – to include six of the following strategies that the City already uses:
 - On-street parking
 - Shared parking
 - Bicycle parking
 - Flexible parking
 - Payment in lieu
 - Variety of parking sizes
- Reduction options and incentives:
 - On-street parking
 - Primarily encompass Corey Avenue, Sunset Way, Upham Beach, and northern ends of Boca Ciega Drive and Blind Pass Road (near the Community Center)
 - Walkability
 - Businesses on Gulf Boulevard from 75th Avenue to 35th Avenue will be able to apply for parking credits based on walkability

- Based on proximity to transit stops and other businesses that will encourage alternative means of arrival
- Variety of parking space sizes
 - Current Code requirements
 - Variety type: golf carts, compact car, motorcycle/moped, and standard
 - Recommend increasing up to 35 percent of parking spaces as alternative sizes
- Tandem parking & valet
 - Currently prohibited
 - Recommended to allow tandem parking; to be reviewed by City staff and City Manager
- Payment in lieu
 - To be available on a scaled basis depending on size of redevelopment
 - Money collected to fund existing Freebee and/or other micromobility services and/or pedestrian transit improvements as determined by City
 - Funded services or improvements will create a wider variety of transportation options
- Shared parking agreements
 - Current City Code
 - Staff looking to add more flexibility to permit a variety of type of shared parking
 - 6 standards that shared parking agreements must include
- Off-street parking ratio updates and requirements
 - Ratio updates:
 - A 10 percent reduction for transient accommodations due to ride share
 - Re-evaluate every three years
 - Add multi-family residential use category
 - Combine similar use types to minimize redundancy
 - Match ratios to Institute of Transportation Engineers (ITE) recommendations or neighboring communities
 - Two updated tables
- Design standards
 - Pedestrian friendly design options
- Planning Board comments
 - Walkability
 - Use of vacant lots
 - Turf block/permeable surfaces to be encouraged

The Commission discussed parking ratio and payment in lieu with concerns expressed that if ratios are lowered too much, where will cars park or stay when visiting the City. Shuttle services to and from airports provided by hotels was discussed.

The parking ratio update tables were heavily discussed. A reference point was requested to show what the parking will look like when these ratios are applied.

Alex Rey, City Manager, discussed the Transient Accommodations Ballrooms/Lobby/Fitness category, stating that staff is planning to re-evaluate this line to remove lobby and fitness. Staff is also in the process of looking at other cities in Florida that have this category or one similar to compare with and identify a more appropriate ratio.

Mr. Rey also addressed concerns with the multi-family ratio; a consideration of 1 space per bedroom unit may be necessary.

The City's new Parklet Program was discussed. Jennifer McMahon, Chief Operating Officer, provided highlights

to the Commission on today's community meeting. Chill Restaurant has completed their application to participate in the program and held a community meeting today in the Commission Chambers as required. Several members of the public attended, including several business owners along Corey Avenue. Various opinions were expressed by the public, to include those in opposition and those in favor of Chill's parklet. Chill is planning to only take up four spaces for their parklet.

Mr. Rey addressed the public parking in and around Corey Avenue. Eight spaces have been added to Corey Avenue between the 300 and 400 block and there are 50 spaces on the Library side. Staff is looking to have an agreement on the parcel adjacent to the Library where eight more spaces will be added.

Mayor Johnson adjourned the meeting at 4:54 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
December 14, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Michelle Gonzalez, Community Development Director

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

2. CHANGES TO THE AGENDA

Changes to the Agenda was discussed first. Vice Mayor Friszolowski requested that item 4.c., Memorandum of Understanding – Don CeSar be discussed before the presentation.

Commissioner Grill requested that a discussion of goals and objectives for Charter Officers be discussed tonight as item 6.a.

4.b. Memorandum of Understanding – Don CeSar Property Owners Corp. and the City of St. Pete Beach

Attorney Dickman introduced this item to the Commission by providing a brief history of Blocks M and N of the Don CeSar Place Subdivision Plat. He introduced Attorney John Agliano, representing Don CeSar Property Owners Corporation (DCPOC). Attorney Agliano discussed the inactive and administratively dissolved Thomas J. Rowe Corporation that has caused many complications for ownership of the beach parcels. The Memorandum of Understanding has been drafted by both the City and the DCPOC to define the relationship between both parties and to codify an understanding between them regarding their relationship concerning the beach parcels. Attorney Agliano stated that the DCPOC is bound by the plat language.

Attorney Dickman clarified that Lot 8 is excluded from the Agreement and is carved out specifically, as well as the title insurance commitment.

The DCPOC by-laws are being amended for a seat to be dedicated on the DCPOC Board for a representative of the City.

Betty Rzewnicki, DCPOC President, addressed due process.

Motion: **Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to authorize the City Manager to execute the Memorandum of Understanding between the City and the Don CeSar Property Owners Corporation.**

1. PRESENTATIONS

- Andy Burnham, Stantec, gave a presentation on the Parks and Recreation Impact Fees. The Presentation was included in the Agenda packet and is made a part of the minutes. Topics addressed included:
 - History of evaluation
 - Background of impact fees
 - Calculation
 - Existing costs (\$8,323,973) and existing units (\$1,187.81/equivalent dwelling unit [EDU])
 - Single Family: 1 EDU per unit
 - Multi-Family: .71 EDU per unit
 - Results
 - Single Family \$1,187.81/dwelling unit
 - Multi-Family \$843.35/dwelling unit
 - Impact fee survey comparison
 - Recommendations
 - Adopt above fees for single family and for multi-family
 - Set public hearing date
 - Notice is required 90 days before effective date
 - House Bill 337 limits increases on impact fees

City Manager Rey informed the Commission that staff is planning to bring this Ordinance for a first read in January with adoption in February with an effective day 90 days after the public hearing.

3. AUDIENCE COMMENTS

Vincent Hunter, Corey Avenue business owner, commented on City Manager Rey's comments from the workshop meeting today in regard to parking. He disagreed with the assessment of available parking for Corey Avenue businesses.

John Kurzman, resident, commented on the Micromobility Ordinance. He opined that the Ordinance was advertised inappropriately due to the Code references in the title block. He also displayed the Florida Statute definition for micromobility.

4. ACTION ITEMS

a. ~~Pass A-Grille Way West Side Light Removal (this item was removed 12/10/2021 per City Manager)~~

b. Merry Pier Reconstruction Change Order 3

Mr. Rey identified a change to the Change Order, the amount reflected is \$1,328,622.60 instead of \$1,587,200.14 as previously stated in the Agenda Memorandum. A new Change Order and Agenda Memorandum is made a part of the minutes.

Mike Clarke, Public Works Director, explained the five change order requests to date.

1. (Change Order 1) - Covers costs to provide electrical grounding for the existing electric panel for the Pier
- 2&3. (Change Order 2) - Provide for additional connection hardware for the deck stringers based on the recommendations of the City's engineer of record
- 4&5. (Change Order 3) - Provide for additional mooring piles necessary for safe docking of vessels at the Pier

Commissioner Grill commented on the increase since the original specifications were put out for bid. Mr. Rey explained the process and how the City has arrived at this amount and work specification. The original bid was

for a remodel; however, once the vendor went to the Pier to assess the work, a total replacement of the Pier was found to be in the best interest for the City long term. Also, Kelly Brothers Inc. was the only bidder for the project.

Motion: Commissioner Pletcher moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to approve Change Order 3 to the Purchase Agreement with Kelly Brothers, Inc. for Merry Pier Reconstruction in the amount of \$29,418.53, bringing the contract total to \$1,328,622.60.

d. Design Firm for the Reconstruction of Fire Station 22

City Manager Rey discussed the Request for Qualifications (RFQ) for a design firm for the reconstruction of Fire Station 22. Four statements of qualification were received with three deemed as qualified. An evaluation committee was established to review those statement and conduct interviews. After the interviews, the firms were ranked 1 to 3 by the Committee; a copy of the ranking sheet is attached to the Agenda. The ranking of the firms was as follows:

1. SweetsSparkman Architecture & Interiors
2. Wannemacher Jensen Architects, Inc.
3. FleischmanGarcia Architecture

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to authorize the City Manager to enter into contract negotiations with the selected Firm for design services and execute a contract with the selected Firm for design services for the reconstruction of Fire Station 22.

e. Hazard Mitigation Grant Program

Vince Tenaglia, Assistant City Manager, explained that the Florida Department of Emergency Management announced funding for the Hazard Mitigation Grant Program, which is intended to help communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. Pinellas County received approximately \$6.3M to award throughout the County for this purpose. Staff submitted a project scope to elevate the seawall located at the Community Center, incorporating a living shoreline. The County held a meeting on December 1st to evaluate and prioritize the submitted projects; St. Pete Beach was determined to be the top ranked proposal.

Staff is requesting authorization to apply for the program and execute any application documents that may be necessary.

Commissioner Pletcher asked for information on the age of the seawall.

Motion: Commissioner Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to provide authorization to apply for the Hazard Mitigation Grant Program.

5. ORDINANCES

a. Final Reading: Ordinance 2021-24: Micromobility

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 74 – STREETS AND SIDEWALKS AND ADOPTING ARTICLE III – MICROMOBILITY; PROVIDING FOR SECTION 74-68 – DEFINITIONS; SECTION 74-69 – GENERAL PROVISIONS; SECTION 74-70 – MICROMOBILITY LICENSE AGREEMENT; SECTION 74-71 – REQUIREMENTS FOR MICROMOBILITY DEVICES FOR PUBLIC USE; SECTION 74-72 – PENALTIES; SECTION 74-73 – SECTION 74-80 – RESERVED; PROVIDING FOR CODIFICATION;

CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Michelle Gonzalez, Community Development Director, addressed the following three changes since the November 10th First Reading:

1. Language regulating electric personal assistive mobility devices such as motorized skateboards or hoverboards was added and made to be consistent with the regulations of micromobility devices.
2. The speed limit for electric bicycles was increased to 20 MPH. Other micromobility devices and motorized scooters shall remain at a maximum speed of 15 MPH.
3. Micromobility devices are allowed to operate on any street with a speed limit of 25 MPH or less.

Ms. Gonzalez stated that the Beach Stewardship Committee discussed bicycles on the beach at their November 18, 2020 meeting and made a motion that all wheeled conveyances, including motorized, be prohibited from use on the beaches. Mr. Rey discussed a beach regulation ordinance that staff is working on; this ordinance will encompass pedal bicycles.

Commissioner Grill would prefer that electric bicycles are removed from this Ordinance and incorporated in the beach regulation ordinance along with pedal bicycles. He stated the electric bicycles are essentially pedal bicycles when their motor is not turned on. He opined that there should be more community engagement before this Ordinance is adopted tonight and, on any ordinance where there is the removal of public activities on the beach.

Mayor Johnson discussed the BIG-C meeting where micromobility was discussed, especially electric bicycles. [Cheryl Stacks, Transportation Manager for the City of St. Petersburg, presented a discussion on this at the September 29, 2021 BIG-C Meeting].

Commissioner Pletcher opined that adding restrictions makes it harder for enforcement in the long run; she does respect residents and visitors not feeling safe on the beach.

Lisa Kurzman, resident, commented on riding her electric bicycle on the beach. She encouraged the Commission to think carefully when removing an activity on the beach and the impact that would have on others. Mrs. Kurzman opined a time of day where electric/pedal bicycles can be operated should be considered first.

Motion: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 4-1 to adopt Ordinance 2021-24. Commissioner Grill voted no.

6. ITEMS FOR DISCUSSION

a. Charter Officer Goals and Objectives (*added to the Agenda*)

Commissioner Grill discussed each of the Charter Officials and their agreements. These agreements mention performance goals and objectives that are mutually agreed upon before their annual review.

City Manager Rey discussed how the strategic plan encompasses his goals and objectives.

City Clerk LaRowe discussed her annual review from earlier this year and will compile a list of this fiscal year goals and objectives for Commission review.

Discussion ensued; the Commission directed each Charter Official to provide a list of goals and objectives to the Commission for Fiscal Year 2022.

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

Amber LaRowe, City Clerk—wished everyone a Merry Christmas and Happy New Year.

Vince Tenaglia, Assistant City Manager—discussed the status of the Communications Workers of America (CWA) Union negotiations. The various pay issues were addressed. Staff identified new merit base standards and objective criteria to advance the field level positions within their career. New hire employees will no longer be part of the General Employees' Pension Plan; instead, they will become part of the defined contribution plan. Mr. Tenaglia discussed the American Rescue Plan Act (ARPA) funds that will be used to recognize CWA employees who were continuously working through the pandemic with a one-time compensation pay. Once the union ratifies Agreement, it will be provided to the City Commission for approval.

Alex Rey, City Manager—discussed a loan program versus a grant program for property owners who need assistance with code requirements. Staff has discussed the management of this program with the Tampa Bay Beaches Chamber of Commerce. An agreement will be brought to the Commission in January.

Commissioner Pletcher stated that she would like to see something mentioned in the agreement that no preferential treatment will be given to any property owner who is a Chamber member versus those that are not members. She also requested that the Commission continues to be informed on how this program is developing.

Mayor Johnson suggested that the City has the ability to review the program applications before the request is finalized.

Jennifer McMahon, Chief Operating Officer, stated that there will be a committee created for review of these applications where she or her designee will be able to assist in the review of the applications.

Mr. Rey stated that an estimate of \$473,000.00 has been received to repair the broken pipe from the sewer break earlier this year.

Attorney Dickman, City Attorney—discussed Ordinance 2008-16 that was adopted on April 22, 2008 and recorded with the County Clerk of Court in June 2008. This Ordinance is a request for the vacation of the right-of-way located adjacent to Lots 1 and 2 of Block 6. Section 3 of the Ordinance states that the City reserves and retains a public utility easement in the right-of-way being vacated, and the applicants shall execute such documents as the City of St. Pete Beach deems advisable to provide for such easement. The Agreements were to be delivered to the City within 30 days of the adoption of the Ordinance and, if not, then the vacation approved by the Ordinance shall be null and void. Attorney Dickman stated that there was no Agreement recorded with the County Clerk in accordance with the Ordinance.

Staff is working on a search of this Ordinance along with any documents that relate to it; to include emails and agenda materials. Attorney Dickman is planning to provide a statement to the individuals that have contacted his office in regard to the Ordinance. He will be working with the City Manager to determine what information is available for the vacation of these lots; the consensus of the Commission was for the City Attorney and the City Manager to work together to provide a response on this item as soon as possible.

Vice Mayor Friszolowski—discussed the Tampa Bay Regional Planning Council meetings he has been attending. He mentioned the Resiliency Summit will occur again this year on April 5 and 6.

Commissioner Pletcher—discussed the new parking permit system and online registration process. She has received several comments and inquired how the guest permit process will occur. Ms. Gonzalez addressed

Commissioner Pletcher's concerns and stated that there will be several announcements and a grace period allowing residents to get comfortable with the registration process.

Commissioner Grill—discussed vacation rentals and parking passes; a lot of property owners will have to come up with best practices for their guests.

He thanked Mike Clarke and staff for installing the pedestrian signs in his District.

Commissioner Graus—wished everyone a Merry Christmas and Happy New Year.

Mayor Johnson—mentioned a recent compliment he received from a resident on the effective communication the City provides via weekly videos, website, and e-news.

Mayor Johnson adjourned the meeting at 8:36 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

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

Issue Considered: Authorization to renew Wright National Flood Insurance policies

Date: January 11, 2022

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: Staff is requesting authorization to renew most of the City's current flood insurance policies through the national flood insurance program, while declining two policies. Based on previous conversations with the City Commission and a re-evaluation of cost effectiveness, staff is proposing to decline flood insurance at the Pass-a-Grille and Upham concession stands and self-insure these locations. Longer term, as the City improves facilities such as the Public Works administration building and Fire Station 22, reconstruction would seek to include hardening and weatherproofing such that flood insurance coverage could potentially be reduced.

Funding: The estimated renewal cost is \$199,088, which represents a 7.7% net annual increase. The fiscal year 2022 adopted budget included an estimated 15% premium increase for flood insurance.

Requested Motion: "I move to authorize the City Manager to renew the City's flood insurance policies via Wright National Flood Insurance."

Attachment: Renewal summary worksheet

Reviewed by the City Manager: _____

Current Policy Schedule		FY 2021	FY 2022	Building	Contents	Building	Contents
Location	Description	Premium	Premium	Coverage	Coverage	Deductible	Deductible
155 Corey Ave	City Hall	2,500	3,000	500,000	500,000	1,250	1,250
1950 PAG Way	Fire Station 22	25,321	31,603	500,000	67,700	2,000	2,000
3304 E Debazan	Lazarillo Park Pump Station	1,316	1,556	35,400	-	2,000	N/A
5503 Gulf Blvd	Pump Station	1,122	1,315	28,300	-	2,000	N/A
900 Gulf Way	Paradise Grille PAG	18,087	22,551	267,100	-	2,000	N/A
8675 Boca Ciega Dr	Pump Station #1	3,236	3,900	11,700	1,700	5,000	5,000
6850 Beach Plaza	Paradise Grille Upham	7,033	8,706	212,700	-	2,000	N/A
7701 Boca Ciega Dr	Community Center	30,274	37,806	500,000	163,600	2,000	2,000
7580 Mangrove Ave	Public Works	22,194	27,688	500,000	9,700	2,000	2,000
365 7rd Ave	Library	45,417	56,750	500,000	500,000	2,000	2,000
7301 Gulf Blvd	Fire Station 23	28,409	35,470	500,000	125,000	2,000	2,000
		<u>\$ 184,909</u>	<u>\$ 230,345</u>	<u>\$ 3,555,200</u>	<u>\$ 1,367,700</u>	<u>\$ 24,250</u>	<u>\$ 16,250</u>
Annual increase		24.6%					

Proposed Policy Schedule		FY 2021	FY 2022	Building	Contents	Building	Contents
Location	Description	Premium	Premium	Coverage	Coverage	Deductible	Deductible
155 Corey Ave	City Hall	2,500	3,000	500,000	500,000	1,250	1,250
1950 PAG Way	Fire Station 22	25,321	31,603	500,000	67,700	2,000	2,000
3304 E Debazan	Lazarillo Park Pump Station	1,316	1,556	35,400	-	2,000	N/A
5503 Gulf Blvd	Pump Station	1,122	1,315	28,300	-	2,000	N/A
900 Gulf Way	Paradise Grille PAG	18,087	-	-	-	-	-
8675 Boca Ciega Dr	Pump Station #1	3,236	3,900	11,700	1,700	5,000	5,000
6850 Beach Plaza	Paradise Grille Upham	7,033	-	-	-	-	-
7701 Boca Ciega Dr	Community Center	30,274	37,806	500,000	163,600	2,000	2,000
7580 Mangrove Ave	Public Works	22,194	27,688	500,000	9,700	2,000	2,000
365 7rd Ave	Library	45,417	56,750	500,000	500,000	2,000	2,000
7301 Gulf Blvd	Fire Station 23	28,409	35,470	500,000	125,000	2,000	2,000
		<u>\$ 184,909</u>	<u>\$ 199,088</u>	<u>\$ 3,075,400</u>	<u>\$ 1,367,700</u>	<u>\$ 20,250</u>	<u>\$ 16,250</u>
Annual increase		7.7%					

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorization to enter into lease-purchase agreement with REV Financial Services for the replacement of Fire Truck 23

Date: January 11, 2022

Prepared By: Adam Poirrier, Senior District Fire Chief
Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: Fire Truck 23 has reached the end of its useful life and is budgeted for replacement.

Several national standards and industry best practices are utilized when determining St. Pete Beach Fire Rescue (SPBFR) apparatus replacement methodology. For example, the National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus recommends that apparatus more than 15 years old should be refurbished to meet current standards or be removed from service. This is a direct reflection on the rapidly changing safety standards for fire apparatus and has a direct result on the level of health and safety for both the firefighters of St. Pete Beach and those they serve. In order to meet these standards, SPBFR schedules front-line fire apparatus on an 8 to 10-year replacement plan which then allows the apparatus to be placed in reserve status for an additional 8 to 10 years. The reason SPBFR does not utilize refurbishment as an option is based largely on the apparatus downtime and overall increased costs of long-range replacement forecasting. A refurbished apparatus does not have the same life-span as new apparatus thus drastically altering the apparatus replacement methodology.

Unfortunately, factors such as increased maintenance costs can negatively alter SPBFR's apparatus replacement methodology. This is one factor as to why a slightly newer apparatus will be traded-in and an older apparatus will be placed into reserve status after the Truck 23 replacement project is completed. The trade-in vehicle will be a 2013 Pierce International which was unfortunately designed as an industrial commercial fire apparatus rather than a custom apparatus specifically designed for the needs of the St. Pete Beach community. The design has contributed to significant repair costs and months of out of service time over just the past few years. Based on this, the current Truck 23 (2012 E-One Cyclone) will be moved to reserve status.

An additional benefit will be realized by keeping the current Truck 23 in reserve status. Due to the fact that it is equipped with a 78-foot ladder, the department will get additional scoring points from the Insurance Services Office (ISO), which reviews the fire protection resources within communities and provides a Community Fire Protection Rating. This rating is often utilized by insurance companies when determining rates. Currently SPBFR has an ISO rating of "2 but was less than one percentage point away from a 1, which is the highest rating a fire department can receive. The fact that the department did not have a reserve ladder truck was one of only two areas where additional points were possible.

While the age of SPBFRs current ladder truck is relatively low, its years of service as a front-line pump capable ladder mixed with the corrosiveness of the salt air due to our geographic location has led to steadily increasing maintenance cost. Over the past several years, incurred maintenance costs have exceeded \$57,000. In addition to cost and more concerning for SPBFR is the out of service time experienced recently due to maintenance issues. As the only ladder truck within 6 miles on the barrier islands, SPBFR's unit is critical to maintain the ISO required 5-mile travel distance for aerial units for not only the City of St. Pete Beach, but also for the surrounding communities covered by automatic aid agreements including the community of Tierra Verde and Cities of Treasure Island and Madeira Beach. With the City of St. Pete Beach having 93 high rise structures as defined by ISO by itself, the availability of a ladder truck for our community and surrounding areas is critical for the safety of firefighters, citizens, and visitors to our area. Currently, when SPBFR's ladder truck is out of service for maintenance issues, no ladder truck is available within the ISO 5-mile travel distance requirement.

The Truck 23 replacement apparatus is an E-One Metro 100 ladder truck. The unit is a highly maneuverable 100' ladder that boasts a mere 220" wheelbase and 11' jack spread with crisscross, underslung outriggers for set-up in tight spaces. With SPBFR operating in the most densely populated county in Florida and within a city that is experiencing redevelopment, maximizing ladder reach while minimizing set-up space requirements is critical for the continued successful service delivery.

The unit will be a clean cab concept ensuring that firefighters are not exposed to potentially contaminated equipment and that air is filtered to offer the highest degree of cancer protection. This added protection is based on nationally recognized recommendations including those described in the

published Lavender Ribbon Report: Best Practices for Preventing Firefighter Cancer and by organizations such as the NFPA. SPBFR has aggressively developed and implemented many cancer prevention practices and policies especially relating to department apparatus. The completion of this replacement project will complete the clean cab concept on both front-line fire apparatus.

While several apparatus vendors and manufacturers were researched, the replacement apparatus was chosen for a variety of reasons. From a consistency and maintenance perspective, all emergency apparatus will have been supplied by a single vendor, REV RTC out of Ocala. REV RTC has a mobile mechanic assigned to our area which is beneficial for all warranty and maintenance issues. In addition, all fire apparatus will have been manufactured by E-One, also out of Ocala. The specifications previously described are not available from other manufacturers which were all highly desirable for the reasons discussed. This was decided by an apparatus committee made up of several members of SPBFR from various ranks with additional input from our contracted mechanics.

The selected apparatus is based on Florida Sheriffs Association cooperative purchase pricing. The total cost of the apparatus is \$1,054,395, which will be amortized over five years on a lease-purchase basis.

Staff solicited quotes for conventional bank loans but recommends the REV Financial Services proposal due to the following advantages:

- Fixed interest rate of 1.91% over five years
- No down payment required
- Flexible payment terms, allowing the first payment to be deferred until the truck is delivered in September 2023
- \$0 closing costs versus an estimated \$7,500 in bank counsel fees
- Pre-arranged trade-in value of \$80,000 for the existing truck rather than auction value

Funding:

The lease-purchase arrangement is included in the adopted budget and capital improvement plan and was based on a total cost estimate of \$1.2 million.

Requested Motion:

“I move to authorize the City Manager to enter into a lease-purchase agreement with REV Financial Services for the replacement of Fire Truck 23.”

Attachment:

REV Financial Services Proposal

**Reviewed by the
City Manager:**



December 8, 2021

RE – The City of St. Pete Beach, FL - Municipal Finance Quote

REV Financial Services is pleased to present the following Municipal Lease Purchase Finance Proposal described below:

PROPOSAL:

LESSEE:	The City of St. Pete Beach, FL						
PROPERTY:	New Build E-One Rear Mounted Aerial (Cost = \$1,054,395.00 detailed as Exhibit A on Page 2)						
EXPIRATION:	January 24, 2022						
FINANCE QUOTE:	Finance Amount	Rate	Payments	Factor	Pmts / Year	Term*	Adv. / Arr.
\$0 Down	\$ 1,054,395.00	1.91%	\$ 226,082.05	0.21441874	12	68 Months	Arrears
\$100,000 Down	\$ 954,395.00	1.91%	\$ 204,640.17	0.21441874	12	68 Months	Arrears

(*) 20-month delay in 1st payment to align with delivery. Please see page 2 Exhibit B for sample pay tables

FINANCING: This is a tax-exempt, municipal government lease purchase with the title to the property passing to Lessee. This is a net lease under which, all costs, including insurance, maintenance, and taxes, are paid by Lessee for the term of the lease. Rates assume municipal/bank qualified.

***NOTES:** 100% Prepay required for this Structure/Option. Down payment due to dealer at closing. Please see page 2 for sample payment tables. Upon closing, contract to be Assigned to Pinnacle Public Finance, a Bank United company.

APPROVAL: This proposal, until credit approved, serves as a quotation, not a commitment by Lessor to provide credit or property. Lessor acceptance of this Proposal is subject to credit; collateral and essential use review and approval by Lessor. The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates. The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form and substance satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor. The quoted interest rate assumes the Lessee designates the Lease as "bank-qualified" pursuant to Section 265(b) of the Code.

Thank you for the opportunity to present this proposal. If you have any questions, please contact me at my number or e-mail address below.

Sincerely,

Todd Stevenson
National Sales Manager
(303) 254-6350
todd.stevenson@revgroup.com
www.REVgroup.com

Proposal Acceptance: (please circle options below)

Options: \$0 Down / \$100,000 Down

Signed: _____

Name: _____

Title: _____

Date: _____

Exhibit A: (as quoted by Hall-Mark RTC on November 2, 2021)

E-One Rear Mounted Aerial Apparatus New Base Model Price as of March 31, 2019 3.76% increase:	\$ 782,564.00
Additional Options:	\$ +283,831.00
Net cost of Aerial:	\$ 1,066,395.00
Equipment List quoted using Sarasota contract cost plus 11%. Savings of 5%.	\$ + 80,000.00
Graphics to match current fleet:	\$ + 8,000.00
Mounting of loose equipment allowance: (To include customer supplied radio):	\$ +15,000.00
Trade in of 2014 Pierce International Pumper Production # 27268 Vin# 3HAMKAZR1EL036384. (See attached quote):	\$ -80,000.00
100 % Prepayment discount with performance Bond if paid in full within 30 days of Purchase order:	\$ - 35,000.00
Total cost of Aerial:	\$ 1,054,395.00

Exhibit B:

5 year sample payment table - \$0 Down Assumes Contract and Funding 1/15/2022 Please note the dates on the table		
Payment #	Date	Payment Due
1	9/15/2023	\$ 226,082.05
2	9/15/2024	\$ 226,082.05
3	9/15/2025	\$ 226,082.05
4	9/15/2026	\$ 226,082.05
5	9/15/2027	\$ 226,082.05

5 year sample payment table - \$100,000 Down Assumes Contract and Funding 1/15/2022 Please note the dates on the table		
Payment #	Date	Payment Due
1	9/15/2023	\$ 204,640.17
2	9/15/2024	\$ 204,640.17
3	9/15/2025	\$ 204,640.17
4	9/15/2026	\$ 204,640.17
5	9/15/2027	\$ 204,640.17

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorization to enter into an agreement with CentralSquare Technologies for enterprise resource planning (ERP) software

Date: January 11, 2022

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: Since 2007, the City of St. Pete Beach has used Incode software provided by Tyler Technologies for all internal administrative functions pertaining to finance, budget, accounting, payroll, and human resources. The software has grown antiquated by all measures and staff has been evaluating replacement options since October 2020.

The solicitation began with an education process. Staff reached out to multiple vendors for software demonstrations, contacted colleagues for information about software applications used by other governments, and began identifying priorities and decision criteria. A request for letters of interest was subsequently advertised, outlining the expected software needs and inviting vendors to provide demonstrations. A multi-disciplinary staff committee held exploratory calls and software demonstrations with the following vendors:

- Aclarian LLC
- CentralSquare Technologies
- Edmunds GovTech
- OpenGov
- Oracle
- Springbrook Software

CentralSquare and OpenGov emerged as consensus finalists. Staff felt confident in the support services, security, and technology associated with each firm. Following are the cost summaries for each:

	Implementation service (one-time)	Software service (recurring)
CentralSquare	\$299,733	\$80,000
OpenGov	\$213,875	\$117,234

Based on the comprehensive evaluation process, staff recommends proceeding with CentralSquare Technologies for ERP software.

The ERP project directly relates to the City’s strategic plan. It represents a commitment to innovation and will change the way information is shared and internal business is conducted throughout the organization. This is the primary management tool used by all administrative service employees and all departments utilize the software at least to some extent daily. The current solution is outdated and responsible for many unnecessary delays and inefficiencies. Simple tasks are overly complicated, and many standard business processes are redundant. The CentralSquare solution will allow staff to utilize time more effectively and redeploy efforts on higher priority functions. It will be expected to be in service for a 10-15 year useful life.

Funding:

The CentralSquare proposal fits the FY 2022 adopted budget, with \$300,000 currently available for implementation services. The capital improvement plan also identified \$33,000 in additional operating expenses arising from this agreement. The actual net operating cost impact will be \$34,075, anticipated to be realized in FY 2024. For planning purposes, staff anticipates operating dual systems for a period of time. Every effort will be made to contain costs in FY 2023 accordingly, but worst-case expenditures are illustrated below. Staff also expects to retire two other ancillary software packages – CivicHR and TimeClock Plus – upon completion. Following is the estimated net operating cost impact:

	FY 2022	FY 2023	FY 2024
Incode	\$37,000	\$37,000	\$0
CivicHR	\$5,625	\$5,625	\$0
TimeClock Plus	\$3,300	\$3,300	\$0
CentralSquare	\$0	\$80,000	\$80,000
Total	\$45,925	\$125,925	\$80,000

Requested Motion:

“I move to authorize the City Manager to enter into an agreement with CentralSquare Technologies for ERP software.”

Attachment:

CentralSquare Solutions Agreement

**Reviewed by the
City Manager:**

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **St. Pete Beach, FL** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	St. Pete Beach, FL
1000 Business Center Dr. Lake Mary, FL 32746	155 Corey Avenue St. Pete Beach, FL 33706
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Public Records.** CentralSquare shall abide by the legal requirements set forth in Florida Statutes, Section 119.071 and incorporated herein as Exhibit 1. **IF CENTRALSQARE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CENTRALSQUARE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).
3. **Solution: PA Finance Enterprise**
4. **Term.**
 - 4.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
 - 4.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
 - 4.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party twelve (12) months prior to the expiration of the current contract term.
5. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").
6. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 6.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of

violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

- 6.2. **"Affiliate"** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 6.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 6.4. **"Baseline"** means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
- 6.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 6.6. **"Confidential Information"** means the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.
- 6.7. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 6.8. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
- 6.9. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 6.10. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 6.11. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 6.12. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 6.13. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 6.14. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- 6.15. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 6.16. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 6.17. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 6.18. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 6.19. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 6.20. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 6.21. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 6.22. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 6.23. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 6.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 6.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

7. License, Access & Services and Audit.

- 7.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 7.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**

- 7.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 7.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 7.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
- 7.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 7.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 7.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 7.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 7.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
- 7.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 7.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
- 7.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
- 7.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
- 7.7.6. any relocation of the Solution other than by CentralSquare personnel;
- 7.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
- 7.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 7.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 7.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery

of CentralSquare 's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

7.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

7.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

8. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 8.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 8.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 8.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 8.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 8.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare 's provision of services to any third-party, in whole or in part;
- 8.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 8.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 8.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare 's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

9. Customer Obligations.

- 9.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 9.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

- 9.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

10. Professional Services.

- 10.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 10.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

11. Confidentiality.

- 11.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.
- 11.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.
- 11.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. Security.

- 12.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 12.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

12.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

13. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

13.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

13.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

13.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

13.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

14. Representations and Warranties.

14.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

14.2. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY

OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

- 15. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to
CentralSquare : **CentralSquare**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 **email: info@CentralSquare.com**
Attention: Senior Counsel / Contracts Department

If to Customer: **St. Pete Beach**
155 Corey Avenue
St. Pete Beach, FL 33706
Phone: (727) 363-9250 **email: vtenaglia@stpetebeach.org**
Attention: Vincent Tenaglia

- 16. Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

17. Indemnification.

17.1. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

17.2. Sole Remedy. THIS SECTION 17 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

17.3. Intellectual Property Indemnification. CentralSquare shall defend, indemnify, and hold Customer and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, or other intellectual property right, arising out of the use or sale of items or CentralSquare services. If an injunction issues as a result of any such claim or action, CentralSquare agrees at CentralSquare's expense and Customer's option to either: (i) procure the right to continue using items; (ii) replace them with non-infringing items; (iii) modify them

so they become non-infringing; or (iv) refund to the Customer the amount paid for any items returned to CentralSquare or for any item destroyed and for services connected therewith.

17.4. **General Indemnification.** CentralSquare shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold Customer and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any cleanup costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CentralSquare's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CentralSquare, its employees, officers, agents, representatives, or subcontractors in the performance of this Agreement; or (iii) dangerous defects in Items. In agreeing to this paragraph the Customer does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

18. Termination. This Agreement may be terminated:

- 18.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 18.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

19. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 19.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 19.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

20. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

21. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

- 21.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.
- 21.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).
- 21.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 21.4
- 21.4. Mediation. Subject to Sections 21.2 and 21.3 the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 21.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any

purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

21.6. **Litigation or Arbitration as a Final Resort.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 21.7 and 21.8.

21.7. **Arbitration.** The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.

21.8. **Arbitration Procedure.** The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

22. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

23. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

23.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

23.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.

23.3. Nothing herein shall be construed to modify or waive the effect of Section 768.28, Florida Statute, as amended, or the doctrine of sovereign immunity.

24. Third-Party Materials. CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

- 25. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
- 26. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 28. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 29. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 30. Order of Precedence.**
- 30.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 30.1.1. The main body of this Agreement and any associated amendments or change orders.
- 30.1.2. The attached Exhibits to this Agreement.
- 30.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.
- Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.
- 30.2. Incorporated Exhibits to this Agreement:
- Exhibit 1 – Florida Public Records Law
 - Exhibit 2 – Project Cost Summary
 - Exhibit 3 - Maintenance & Support Standards
 - Exhibit 4 – Travel Expense Guidelines
 - Exhibit 5 – Insurance Requirements
 - Exhibit 6 – Scope of Work

EXHIBIT 1

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare’s then-current list price rates for the services at issue.

EXHIBIT 2

Project Cost Summary

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	1	100,000.00	- 20,000.00	80,000.00
HCM Employee Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	87	15.00	- 1,305.00	0.00
Software Subtotal				101,305.00 USD
Discount				- 21,305.00 USD
Software Total				80,000.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Finance Enterprise: Standard SaaS Subscription Cloud Setup Fee	10,000.00
HCM Employee Finance Enterprise: Advanced SaaS Subscription CloudSetup Fee	10,000.00
Public Administration Consulting Services - Fixed Fee	272,610.00
Public Administration Data Conversion Services - Fixed Fee	25,545.00
Public Administration Development Services - Fixed Fee	30,030.00
Public Administration Training Services - Fixed Fee	69,420.00
Services Subtotal	417,605.00 USD
Discount	- 117,872.00 USD
Services Total	299,733.00 USD

QUOTE SUMMARY

Software Subtotal		101,305.00 USD
Services Subtotal		417,605.00 USD
Quote Subtotal		518,910.00 USD
Discount		- 139,177.00 USD
Quote Total		379,733.00 USD

PAYMENT TERMS

ONE TIME FEES

- a. Cloud Set-Up Fees are due: 100% on the Execution Date.
- b. CentralSquare Professional Services Fees are due as follows: Specific Milestone Payments are due upon completion of the respective deliverables associated with each individual Milestone Payment. Non-Milestone Project Planning, Project Management, Consulting, Technical Services and Conversion are due on the Execution Date. Training Fees, Travel & Living expenses and all other Professional Services are due as incurred monthly

MILESTONE BILLING TABLE

Milestone Payment	Milestone	Description	Percent of Services	Term
	Contract Execution			
1	Kick Off Complete	The project kickoff meeting is scheduled within 10 days of contract signing. The purpose is to review the contract documents, the statement of work, and to discuss the overall project organization. Kickoff is considered complete once the meeting has occurred and meeting minutes have been provided and accepted in case revisions must be made. A proof of delivery (POD) is provided to the customer to acknowledge the completion of the kickoff meeting with the Customer, triggering milestone invoicing.	15%	Net30
2	Baseline Project Schedule Provided	The baseline project schedule is developed within the first 30 days of the project through careful planning with CentralSquare's project manager and the Customer's project manager. The baseline project schedule is considered to be the initial agreed upon schedule for the project, inclusive of all tasks. Once the baseline project schedule has been delivered, this task is considered complete. (Note, project schedules often change over the course of the project. This task is tied to the initial baseline scheduled.) A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the baseline project schedule, triggering milestone invoicing. It is anticipated that the project schedule will include several phased in go-live dates and that procurement-related functionality will be prioritized during implementation. Any departure from this expectation will require an amended milestone billing table.	10%	Net30

3	Business Process Review	Business Process Review complete and associated reports delivered to the Customer for review. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.	15%	Net30
4	Introductory Training	Introductory Training including Navigation and Security training for Finance Enterprise is considered complete once 80% of the participants, as identified and documented in the planning phase of the project. A proof of delivery (POD) is provided to the customer to acknowledge the 80% completion of training triggering milestone invoicing.	10%	Net30
5	Process Testing	Once all core modules are tested and online, the CentralSquare team alongside the customer participate in a functional process test that covers the enabled modules. This testing is considered complete when the engagement for testing has concluded and results have been provided to the customer. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.	15%	Net30
6	Training	End-User training for Finance Enterprise is considered complete once 80% of the participants, as identified and documented in the planning phase of the project, have passed the training program. A proof of delivery (POD) is provided to the customer to acknowledge the 80% completion of End-User training, triggering milestone invoicing.	10%	Net30
7	Go Live Readiness Acceptance	Customer is considered Live on the System when their production environment consists of clients migrated data, configuration as provided in decision workbooks and has full access to hosted system. A proof of delivery (POD) is provided to the customer to acknowledge the Go Live activities, triggering milestone invoicing.	5%	Net30
8	Go Live	Customer is considered Live on the applications after 15 days of live operations in a production environment, and wherein no urgent or critical error codes are recorded. A proof of delivery (POD) is provided to the customer to acknowledge the Go Live activities, triggering milestone invoicing.	20%	Net30
Totals			100%	

RECURRING FEES

- c. The Annual Subscription Fee is due October 1, 2022 and annually thereafter on October 1, pursuant to the following escalation schedule:
 - a. Years one through three: \$80,000 (0%)

- b. Year four: \$80,800 (1%)
- c. Year five: \$83,224 (3%)
- d. Year six: \$87,385 (5%)

ANCILLARY FEES

- d. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- e. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- f. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 3

Support Standards (CLOUD/ASP)

1. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each

Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare 's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare 's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare 's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

- 5. Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

- 6. Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

- 7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

- 8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

- 9. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

- 10. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare 's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

- 16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration.
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 4

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 5

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare 's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- Errors and Omissions insurance with limits no less than \$1,000,000.



CENTRALSQUARE

TECHNOLOGIES

STATEMENT OF WORK

St. Pete Beach, FL

**PUBLIC ADMINISTRATION SUITE
FINANCE ENTERPRISE**

Statement of Work

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1.0 Implementation Statement of Work

This document is the Statement of Work (SOW) and contains the approach for the implementation of CentralSquare's Technology's ("CentralSquare") Public Administration Finance Enterprise migration (Enterprise Solution). This upgrade is solely related to the services expressly identified in the Solutions Agreement (the "Agreement") for Santa Cruz County, CA (the "Customer"). CentralSquare will provide implementation services identified in the Agreement and as further described in this SOW to assist the Customer in implementing the software solution. The SOW is an attachment incorporated as part of the Agreement signed by CentralSquare and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

- This SOW is intended to be a planning and control document, not the detailed requirements or design of the Enterprise Solution.

2.0 Scope Overview

The purpose of this project is to migrate the Customer's current Financial software to CentralSquare's Finance Enterprise solution. The following solutions are a part of the Finance Enterprise Solution. The project scope is comprised of the Enterprise Solution applications and services identified in the Agreement and further described throughout this SOW. Anything not specifically designated in the Agreement or SOW should be considered out of scope and not part of this project.

Finance Enterprise Modules	
☒ General Ledger	☒ Payroll
☒ Accounts Payable	☒ Employee Online Basics
☒ Accounts Receivable	☒ Cognos 11 – Multi-Data Source
☒ Bank Reconciliation	☒ CPosition Budgeting
☒ Cash Receipts/Cash Management	☒ Grants Management
☒ Fixed Assets/Capital Assets	☒ personnel Action Forms
☒ Person/Entity (Vendors/Customers)	☒ AFR Connector
☒ Human Resources	☒ Budget Book

2.1 Services Scope

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the implementation of the Enterprise Solution and represents a good-faith estimate based on our knowledge at time of the Agreement.

Service Description

Engagement	High Level Tasks	Key Deliverables
Planning/Project Initiation/Analysis	Completion of this following tasks are accomplished through a combination of onsite and remote visits: • Kick-Off meeting • Formal discovery sessions at start of project • Detailed scope and contract review ◦ Discovery/design and workflow review ◦ Conversion scope review • Assignment of project team and identify key team members • Identify improvement opportunities through a workflow analysis • Collaboratively develop a project schedule that drives implementation	1. Project Management Plan 2. Integrated Project Schedule 3. Communication Plan 4. Decision Workbook

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Engagement	High Level Tasks	Key Deliverables
Monitoring and Control/ Configuration	Remote installation tasks consisting of the following: Software installation Application installation Network architecture review Comprehension design and configuration task for the software solution: Creation of workflow Report development System configuration Data converted Third-party software Integration, where applicable Remote Data Conversion and Testing: After initial data load occurred within respective processes, CentralSquare will upload the subsequent rounds of corrected Customer provided legacy extract files into "software"	5. Monthly Status Report 6. Issues Log 7. Risk Register
Testing	Shared responsibilities for the following tasks: System validation Application tests Integration testing Parallel testing Completion of the following tasks are accomplished through a combination of onsite and distance learning sessions: End user training System administration training	8. Test Workbook
Deployment/ Closeout	Tasks to be completed at or near the end of the implementation project: Mock Go Live/Go Live Readiness review Go Live activities Complete project documentation Transition to support team Transition to customer success manager	9. Go Live Plan 10. Services to Support/CSM Project Closeout Report

Service Assumptions

- CentralSquare is implementing a Commercially Available Off-the-Shelf solution.
- Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, may result in the need for a change order.
- Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.

Customer Responsibilities

- Customer will change business processes as necessary to maximize efficiencies in the Enterprise Solution.
- Customer will make resources available to assist as needed to fulfill the responsibilities herein.
- Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan.
- Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project.
- Customer Project Manager, Project Team, Subject Matter Experts, and other key personnel (as determined by Customer) will participate in the Kick-Off Meeting.

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- Customer will cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery.
- Customer will review recommendations in the Workflow Analysis Report and attend the scheduled presentation of the findings. Customer will submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five (5) business days of the presentation.
- Customer will participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Customer will provide access to servers as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation tasks.
- Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.
- Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.
- Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.
- Customer will act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Customer will provide expertise in third-party data, data mapping, and data validation.
- Customer will be responsible for validating all data transferred into the Enterprise Solution and data transferred from Enterprise Solution into other third-party applications.
- Customer application owners will participate in testing activities.
- Customer will provide verification and validation of the converted data into the designated non-production environment according to the Test Plan.
- Approval to proceed: Customer will provide sign off of the converted data set in a non-production environment, approving the cycle to be completed in a production environment.
- Customer will identify and schedule appropriate personnel to attend training.
- Customer will complete all tasks on the Customer Go Live preparation checklist in the designated timeframes.
- Customer Project Manager and other key personnel (as determined by Customer) provide support and assistance throughout Go Live event.
- Customer will provide sign off of the converted data set into the production environment.

Out of Scope

- Development of ad hoc reports.
- Modifications to baseline reports, forms, web pages.

3.0 Interfaces and Integrations

The software Integrations and Interfaces identified during the sales process are described below. During the project, further discussion and discovery will take place and the Customer may request that modifications to the integration and/or interface services scope be performed by CentralSquare. If substantial changes to the integration or interface scope is requested to be modified by Customer, it may become the subject of a separately executed Change Order. A Change Order will describe changes in scope of services and payment of fees due for such modified hours/pricing. If the scope change is the result of adding and deleting interfaces, then CentralSquare will determine the net effect of the change during the Change Order process. All Change Orders associated with interfaces will be based on CentralSquare's Services current hourly rates.

CentralSquare and Customer will conduct the following Integration and Interfaces services as part of this project.

Interfaces Scope

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Interfaces are process where data from the IFAS Solution is compiled in a format (stored procedure/batch export) for use into another Customer system. This is typically a single direction data transfer.

Integrations Scope

Integrations allow for the automatic communication and data transfer between systems. Integration development is the joint responsibility of the Customer and CentralSquare. Customer will be responsible for integration development work to/from existing legacy systems. The integrations included in this SOW were identified by CentralSquare based on discovery. During the project, further discussion and discovery will take place and the Customer may request that modifications to the integration services scope be performed by CentralSquare. CentralSquare will provide necessary assistance with integration setup, testing, and implementation to verify communications and basic functionality. Upon completion of the Discovery work session(s), CentralSquare will provide the Customer with a list of triggers for extracting data from the CentralSquare database(s) to be submitted to the Customer's third-party vendors and with the configuration details for data import. CentralSquare agrees to answer any database/interface questions and work with Customer's vendors to complete integrations as necessary.

Roles and Responsibilities

CentralSquare:

- CentralSquare consultants will advise and train Customer on using the CentralSquare standard file uploads to complete the data integration if applicable. CentralSquare will assist and advise on data mapping as required. CentralSquare supplies numerous API's for integration the Customer can use should they choose. The API's are part of the Fusion integration tool.
- CentralSquare will assist and advise Customer on API integration.
- CentralSquare will work with the Customer on testing and perfecting the integrations, until Customer signs off on each integration. Customer understands that any delay on their part may have an impact on the overall project schedule. CentralSquare understands that any delay on their part may also have an impact on the overall project schedule.
- Where a CentralSquare relationship exists, CentralSquare may provide assistance to the Customer to facilitate the communication with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- Install all integrations/interfaces required for Go Live prior to system integration testing.
- Training for SME's on functionality and maintenance of each integration/interface as installed and configured.
- Provide interface/integration control documents to Customer, upon request.
- Where interfaces are custom, CentralSquare will work with the third-party consultants to receive a detailed statement of work around each custom item. CentralSquare will assist Customer as necessary in performing the integration testing and validation.

Customer:

- Customer will share with CentralSquare the planning and tasks of creating the interfaces/integrations.
- Act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced/integrated.
- Provide detailed schema, protocol, query specifications, as needed, and as available per interface.
- Ensure design decisions are made conclusively and in a timely fashion.
- Provide a Customer point of contact for each interface who is knowledgeable of the workflow and data requirements.
- Responsible for validating all data transferred into the Solution and data transferred from the IFAS Solution to another application.
- Provide SME(s) familiar with existing data structures in the legacy system to assist with the interface/integration process.
- Provide expertise in third-party data, data mapping, and data validation.

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- Review and provide written feedback on interface/integration control documents within ten (10) business days of delivery.

Assumptions:

- CentralSquare is not responsible for the applicable third-party software, third-party hardware or third-party system software costs which may be required for the development of the interfaces described.
 - Following is a description of the interfaces to be provided.

Integration/Interface Name	Description of Integration/Interface (i.e. what data is expected to interface)	Type of Integration/Interface (i.e. API, Web service, Batch)	1-way/2-way/Bi-directional	Standard/Custom	Automated/manual
No Integrations identified					

4.0 Application Software Installation

CentralSquare and Customer will conduct the following Installation as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
1)	Installation	Initial Installation of CentralSquare's Enterprise Solution software	Attend Discovery Call	- Discovery Call - Complete install and data migration
2)	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	Validate Account	Create Test Account

Assumptions

- CentralSquare will provide the Enterprise Solution software.
- CentralSquare will create one (1) Production Account, one (1) Test Account, and one (1) Training Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates currently \$180.
 - Production Environment may have up to 4 application servers
 - Test and any Additional Environments will each have (1) application server
- System Administrative training comes standard with all the Enterprise Solution installations which will be completed remotely. CentralSquare will train Customer on doing a data refresh from Production to other environments as part of admin training.

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct knowledge transfer of installation/set up procedures to Customer IT staff and/or other designated personnel responsible for set up and maintenance of end-user computers (4-6 people maximum).
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will

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ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

5.0 Project Governance

The purpose of the project governance is to define the resources required to adequately establish the business needs, objectives and priorities of the project, communicate the goals to other Project participants and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, change control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement to the structure, the process and specific roles and responsibilities may occur throughout the project. Changes to the governance will be mutually agreed upon, properly documented, and communicated to all impacted parties.

Organizational change management plays a vital role in achieving high levels of user adoption and realization of benefits from efficiencies gained during prescriptive process changes throughout the implementation. Managing the organizational change acceptance through the establishment of a formal Change Management Team is a key function that drives project success.

Customer Personnel

Sponsorship Team (ST)

The Customer's ST provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. When called upon, the ST will also act as the final authority on all escalated project issues. The ST engages in the project, as needed, to provide necessary support, oversight, guidance, and escalation, and may participate in day-to-day activities in their normal job roles. The ST will empower the Product Owner, Project Manager, Change Manager, Project Management Team and the functional team leads to make critical business decisions for the Customer. Specifically, the ST will:

- Understand and support the cultural change necessary for the project
- Oversee the project team and the project as a whole
- Participate in regular meetings so it is current on all project progress, project decisions, and achievement of project milestones
- Communicate the importance of the project to internal departments along with other department directors and the Change Manager.

Be responsible for making timely decisions on critical project or policy issues.

The Project Management Team (PMT)

This team is made up of the Customer Project Manager and subject matter experts from major departments within the organization. It will meet on a regular basis to monitor that overall project goals are realized. This team will formulate strategy to the execution of the project plan and make decisions and recommendations regarding project activities, changes, resources, issues, and risks. This team will also provide oversight and guidance for Change Management, ensuring project and change management activities are properly aligned with overall objectives. In short, this team will serve as a liaison between the Steering Committee and the day-

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to-day activities of the project. Meeting frequency between this group and the CentralSquare Project Manager will be defined in the Communications Plan.

Product Owner

The Product Owner (PO) is the management level resource that will be responsible for accurately communicating the requirements, assumptions and constraints of the business unit to the team. The work performed by the PO will include the clarification of business requirements, testing and communication of project status to staff. The PO will work closely with the Client's PM and Central Square's PM.

- The Customer's Product Owner will communicate and reinforce the vision
- Collaborate with stakeholders and the team to define and communicate the roadmap
- Collaborate with the Change Management Team
- Clarify requirements and priorities with stakeholders and team
- Manage the Functional Team Leads and SMEs

Project Manager

The Customer's Project Manager will:

- Be the primary contact for the project
- Coordinate Customer's project team members
- Coordinate all CentralSquare activities with the CentralSquare Project Manager
- Coordinate the subject matter experts (SMEs) at the Customer
- Be responsible for reporting to the ST
- Ensure all deliverables are reviewed on a timely basis by the Customer
- Co-manage the overall implementation schedule with the CentralSquare Project Manager
- Collaborate with the Change Management Team

Functional Team Leads

Customer project team members will work under the direction of the designated Functional Team Leads for each area in the system. The functional leads have detailed subject matter expertise and are empowered to make or obtain from the ST appropriate business process and configuration decisions in their respective areas.

The functional leads are tasked, by the Customer Project manager, with carrying out all project tasks described in the SOW including business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The functional leads will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager, the PMT and the ST.

Subject Matter Experts (SMEs)

SMEs have special, in-depth knowledge of Customer's current legacy systems and processes. Their opinions will be sought in defining business needs, test requirements, and software functionality. During the implementation, the Customer's SMEs will dedicate a considerable amount of their time to the project because they may be involved in multiple roles, including participating in training and other workshops, conducting end user training, reviewing project deliverables, performing various testing tasks, etc.

Quality Assurance Team (QAT)

The Customer will form a QAT made up of individual(s) who will participate in the review and acceptance of each CentralSquare deliverable and conduct periodic project health checks to ensure tasks are completed on time, on budget and to the satisfaction of the Customer. Furthermore, the QAT will work closely with the Project

Manager to ensure all contractual matters are in compliance and services delivered are in accordance with the terms and conditions of the CentralSquare/Customer agreement as well as with the SOW.

Assumptions:

- The Customer may have multiple staff providing the roles outlined above and the same staff providing multiple roles.

CentralSquare Personnel

Project Sponsor

CentralSquare Project Sponsor will have indirect involvement with the project and is part of the escalation process. The sponsor will offer additional support to the CentralSquare project team and collaborate with other third-party consultants who are involved on this project. Specifically, the Project Sponsor will:

- Provide support to Project Managers in reporting project progress to ST.
- Approve and sign-off on any material changes to project scope or staffing changes.

Project Manager

The CentralSquare Project Manager will coordinate all project activities with the Customer and perform the following:

- Serve as the point person for all project issues (the first escalation point)
- Be responsible for project performance, deliverables as they are outlined in the SOW, and the milestones.
- Provide periodic updates to the Customer's ST and the PMT.
- Fulfill Go Live dates
- Support the Customer Project Manager in monitoring and reporting overall implementation progress
- Monitor and report progress on CentralSquare's responsibilities on a weekly basis
- Immediately notify the Customer Project Manager, the PMT and the ST of any issue that could delay the project
- Ensure Software installation occurs as per the project schedule.
- Schedule CentralSquare Staff according to the project plan.
- Facilitate coordination between all CentralSquare departments.
- Monitor the work plan and schedule and make course corrections as necessary.
- Prepare bi-weekly status reports along with notes from meetings and calls.
- Develop meeting agendas.
- Provide issue resolution status, tracking, and procedures.
- Identify personnel, equipment, facilities and resources that will be required to perform services by CentralSquare.

Functional Leads (Consultants, Developers, and Technical resources)

- Install application in agreed upon environments.
- Work with the Customer functional leads and SMEs to design and configure the functional components of the Enterprise Solution software for optimal long-term use.
- Document decisions made during configuration in the weekly site reports.
- Lead the Enterprise Solution software configuration with assistance from the Customer's functional leads.
- Check that software operates after configuration as per its documentation.
- Assist with the resolution of issues and tasks.
- Schedule the training of the Customer functional leads and SMEs during the configuration of software.

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- Provide and assist with data conversion guides.
- Create and deliver interface programs according to Customer specifications and this SOW.
- Provide training on security and assist with set up.
- Provide training on workflow and assist with set up.
- Provide samples of and training on the creation of forms and reports.

6.0 Quality Assurance

Project Oversight

The CentralSquare Project Management Organization (PMO) will provide Project Oversight throughout the project life cycle.

Assuring a project of this type is progressing as outlined in the project management plan and is achieving the goals of the Customer is critical to overall project success and eventual adoption of the system by all stakeholders. Said oversight includes, but is not necessarily limited to:

- Providing assistance with any areas of high risk identified throughout the project.
- Holding a monthly meeting with the Customer PMT to discuss and assess their view of the project progress.
- Communicating any challenges internally to leadership throughout CentralSquare's organization to assist in resolving issues.
- Providing feedback to CentralSquare project staff and CentralSquare PMO on the results of the oversight activities.
- Helping identify lessons learned that can improve performance on future phases.
- Issues that will impact the quality, timeline, and overall goals will be identified, tracked, resolved and documented in the Issues/Tasks Log. These issues will be presented to the PMT and the ST during the regular cadence meetings as required.

7.0 Deliverable and Milestone Approval & Acceptance

The Customer will review, approve and provide written acceptance for all Milestones outlined in the Agreement by following the below process:

- The Customer will identify in writing any required changes, deficiencies, and/or additions necessary, within ten (10) business days from the form being delivered to the customer for each completed Deliverable, unless the review timeframe is deemed to be insufficient for a proper review. In such cases, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline.
- CentralSquare will review deliverables which are not approved and create a plan to address the deficiencies. Once the deliverable has been corrected or the milestone achieved, a revised completion form will be submitted. The Customer will then review the deliverable or milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within ten (10) business days from the updated completion form being delivered to Customer. Again, if the review timeframe is deemed to be insufficient for a proper review, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline. This process will be repeated until the Customer grants approval and signoff on the deliverable or milestone.
- Upon approval of the deliverable or milestone, the Customer Project Manager will sign the completion form and return it to CentralSquare Project Manager.

8.0 Dispute Resolution Procedures

The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for these issues to be remedied in a timely fashion, the Customer and CentralSquare will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to the respective Project Managers of CentralSquare and the Customer to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the two Project Managers and the Customer's PMT.

All issues or concerns will be discussed actively and openly between all parties. If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare should escalate issues to CentralSquare management in the sequence below, as needed:

Name and Role	Phone	Email
Melissa Cogan, Manager Professional Services	616-325-5737	Melissa.Cogan@CentralSquare.com
Chris Sanders, Director of Professional Services	904-710-6597	Chris.Sanders@CentralSquare.com
Mike Poth VP Professional Services	703-328-0979	Mike.poth@central.square.com

9.0 Change Requests and Changes to this Scope of Work

The Customer and CentralSquare may request a change to this scope of work by following the process outlined in the Agreement.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order. Customer will work with CentralSquare to document all requested changes in a change request form ("Change Order Form").

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has seven (7) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in seven (7) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.

10.0 Acts or Omissions of Customer

If CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees outside of CentralSquare's control, CentralSquare Provider shall not be deemed in breach of its obligations under this SOW or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, or for any delays in delivery of any services, products or deliverables under this SOW to the extent arising directly or indirectly from such prevention or delay. Additionally, if CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, and CentralSquare expends reasonable costs, charges, or sustains losses, then Customer is responsible to reimburse CentralSquare for all costs, charges, or sustained losses to the extent they arise directly or indirectly from such prevention or delay.

To avoid penalties associated with cancellation or delay of any deliverables, products, or services that were to be provided in accordance with the terms of this SOW as defined in the mutually agreed upon project schedule, Customer must provide notice of cancellation a minimum of ten (10) business days prior to scheduled event.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Emergency Pipe and Valve Repairs - Central Avenue Valve Vault

Date: January 11, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On August 23rd, 2021, the City of St. Petersburg responded to a reported water main leak at the intersection of 79th Street South and Central Avenue. Upon arrival, no water main was found in the location of the leak, but sanitary sewer force main pipes belonging to the City of St. Pete Beach, Treasure Island, and St. Petersburg were determined to be nearby. The St. Petersburg technicians determined that the leak was coming from a 2-inch stand pipe connected to a sanitary sewer force main pipe that had been sheared off and broken by unknown means. The St. Petersburg crew was able to drive a wooden plug into the stand pipe and stop the discharge. It was later determined that the force main from which the discharge was emanating is owned by the City of St. Pete Beach. As a result of this, the City authorized an emergency design task order with Kimley-Horn and Associates to design a permanent repair to the force main, removing the section of pipe that the 2-inch pipe was protruding from, as well as replacing a faulty isolation valve within the nearby valve vault. This isolation valve, located within a valve vault jointly owned by the City of St. Pete Beach and Treasure Island, is necessary to allow the two cities to completely isolate each other's wastewater force mains from one another. Immediately downstream from this vault, the two force mains combine into a single, jointly owned force main that carries wastewater to St. Petersburg for treatment. The attached cost estimate from Rowland, Inc. is based on our existing Civil and Large Pipeline Contractor Services Agreement with them and the design documents from Kimley-Horn.

Funding: 101-6107-535-5650

Requested Motion: I move to approve the cost estimate from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for Emergency Pipe and Valve Repairs at the Central Avenue Valve Vault, in the amount of \$437,402.50.

Attachments: 1. Cost Estimate from Rowland Inc.

Rowland, Incorporated
Central Ave. & 79th Street - 20" Valve Replacement

Cost Estimate

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	280.00	Hour	110.00	30,800.00
1a	Foreman - overtime	35.00	Hour	165.00	5,775.00
2	Operator	560.00	Hour	90.00	50,400.00
2a	Operator - overtime	0.00	Hour	135.00	0.00
3	Truck Driver	80.00	Hour	55.00	4,400.00
3a	Truck Driver - overtime	0.00	Hour	82.50	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	560.00	Hour	85.00	47,600.00
4a	Pipe-Layer - overtime	35.00	Hour	127.50	4,462.50
5	Laborer	560.00	Hour	80.00	44,800.00
5a	Laborer - overtime	0.00	Hour	120.00	0.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	315.00	Hour	55.00	17,325.00
7	Job Truck w/Tools	339.00	Hour	60.00	20,340.00
8	Crane (20 Ton)	0.00	Hour	85.00	0.00
9	Crane (60 Ton)	0.00	Hour	120.00	0.00
10	Tractor & Trailer (Transport)	16.00	Hour	50.00	800.00
11	Track Hoe (to 100 HP)	0.00	Hour	120.00	0.00
12	Track Hoe (101 HP to 170 HP)	280.00	Hour	140.00	39,200.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	280.00	Hour	80.00	22,400.00
15	Wheel Loader (151 HP and up)	0.00	Hour	85.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	30.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	32.00	0.00
18	Dump Truck (Tandem Axel)	40.00	Hour	70.00	2,800.00
19	Plate Tamp	24.00	Hour	15.00	360.00
20	3" Trash Pump	40.00	Hour	15.00	600.00
21	4" Double Diaphragm Pump	0.00	Hour	25.00	0.00
22	Air Compressor (125 C.F.M. Min.)	0.00	Hour	20.00	0.00
23	Well Point Pump	10.00	Day	90.00	900.00
24	4" Jet Pump	0.00	Day	30.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	120.00	0.00
26	Offsite Select Fill	0.00	Cu.	10.00	0.00
27	Limerock Base Material	0.00	Ton	15.00	0.00
28	#57 Washed Stone	18.00	Ton	30.00	540.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	4.00	0.00
30	Bahia Sod	150.00	Sq. Yd.	6.00	900.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7" Bush Hog	0.00	Hr	15.00	0.00
Misc. Mat. -		1	ls	143,000.00	143,000.00
				Total =	<u>\$437,402.50</u>

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2022-01: An Ordinance of the City of St. Pete Beach, Florida Providing for Supplemental Budget Appropriations.

Date: January 11, 2022

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The intent of Ordinance 2022-01 is to recognize the City's financial position as of September 30, 2021 and re-balance available funds. Throughout the annual budget process, staff estimates working capital balances for the purpose of determining current and future spending availability. To the extent revenue exceeds staff estimates, or expenditures fall short of estimates, funding becomes available to either increase spending or increase fund balance.

As illustrated in Exhibit A, reconciling items include revenue and expenditures re-appropriated from the prior fiscal year. Revenue includes sources that correspond to construction schedules, such as the sanitary sewer expansion project's revolving loan and County funds for the Gulf Blvd. electrical undergrounding project. Expenditure reconciliations include re-appropriations for projects and services encumbered or pending as of September 30, 2021.

A budgetary gain or loss reflects only the difference between staff estimates and actual results, as opposed to operating income or an operating loss, comparing revenue and operating expenses. All funds will report positive operating income for fiscal year 2021 in the Comprehensive Annual Financial Report, to be published in March 2022.

The net budgetary gain for fiscal year 2021, across all funds and as compared to the adopted budget, was \$2,649,806 as illustrated in Exhibit A of the attached Ordinance and summarized below:

Governmental Funds:

- The net budgetary gain in the General Fund was \$1,167,340. Revenue surpassed estimates by 3.17% while

expenditures were 2.0% less than projected. The sharp rebound from Covid-19 related uncertainty was reflected throughout several intergovernmental revenue sources. Half-cent sales tax revenue, as an example, reported a budgetary gain of \$150,000. The City's new approach to resolving outstanding code enforcement liens drastically outperformed historical standards. Lien payoffs exceeded budgetary estimates by \$107,000 and increased nearly 170% year-over-year. Parking revenue, which was estimated conservatively due to red tide uncertainty, beat final estimates by \$150,000 (15.4%). Plan reviews continued to outperform, exceeding estimates by \$16,000 (13%). Meanwhile favorable expenditures were reported in the Public Works department, primarily due to staff vacancies.

- The Building and Fleet Funds reported modest budgetary gains of \$44,266 and \$7,986 gains, respectively. As anticipated, building permit revenue continued its strong growth, increasing 61.5% year-over-year.
- The Capital Fund reported a gain of \$231,811, due to unexpectedly strong Penny for Pinellas revenue, which exceeded budgetary estimates by 20%. Original estimates had been modest due to Covid-19 uncertainty. Meanwhile the library reconstruction project was completed under budget by approximately \$115,000.

Enterprise Funds:

- Wastewater estimates were intentionally prepared very conservatively in the budget adoption process, based on uncertainty regarding commercial sewer flows and worst-case true up expense estimates. Operating revenue beat estimates by 3.7% as commercial flows normalized from the pandemic lows, while true-up expenses from the City of St. Petersburg were relatively modest at approximately \$237,000. As a result, the Wastewater Fund experienced a substantial budgetary gain of \$1,143,550, which restores the fund to a more reasonable position as compared to the worst-case projected scenario.
- The Reclaimed Water Fund benefited from a restructured agreement with Pinellas County regarding the City's contribution towards the Corey Causeway reclaimed water main. The City will now pay the outstanding balance of approximately \$850,000 over five years rather than a lump sum. The Fund reported a budgetary gain of \$140,108.
- The Stormwater Fund was the only fund reporting a budgetary loss, at \$(85,255). This was the effect of funding more capital improvements on a cash-basis than planned.

The budget presumed \$1.6 million in borrowing to support the Stormwater Fund's capital activity. Since the debt was not issued, the balance was derived from existing resources.

The activity above is reflected in Ordinance 2022-01 Exhibit A. The exhibit proposes to re-appropriate the budgetary gains in all governmental funds (General, Building, Fleet, and Capital). This is consistent with the proposed fund balance policy presented on tonight's agenda as Resolution 2022-01, maintaining rather than growing existing reserves. Most re-appropriation items cited in the exhibit are simply carrying existing resources forward from one fiscal year to the next. New spending requests consist of the following:

- Sanitary sewer repairs: \$500,000
- Fire Station 23 administrative restrooms and concrete repairs: \$100,000
- 8th Avenue alley reconstruction design: \$15,000
- Public Works campus project: \$250,000
- Sunset Way/Corey Ave intersection: \$250,000
- Gulf Blvd and 85th-90th beautification: \$290,000
- City Hall generator: \$250,000
- Security cameras: \$60,000
- Hurley Park concrete: \$17,000
- Competitive pay adjustments: \$50,000
- Pressure washing: \$35,000
- Digitizing records: \$25,000
- Multi-factor authentication: \$7,500
- Contingency: \$101,903

Exhibit A also requests to reclassify several items funded by the federal American Rescue Plan Act (ARPA). A new fund would be established to account for all activities pertaining to this program, as opposed to allocating portions of the \$4.8 million across individual funds. There is no net effect to fund balance from this action. The only change to previously identified ARPA uses would be the addition of \$100,000 for premium pay, which would be available for one-time employee bonuses. The bonuses are encouraged by the ARPA program and are included in the pending CWA collective bargaining agreement. The ARPA uses would include the following:

- Pump station 1: \$2,000,000
- Stormwater improvements: \$1,800,000
- Inflow and infiltration: \$901,684
- Premium pay: \$100,000

Funding: Exhibit A itemizes the requests summarized above. All figures reported above are unaudited. In the event of any significant reclassifications during the audit process, reconciliations will be brought forward via budget amendment or reflected in the FY 2023 proposed budget.

Requested Motion: “I move to adopt Ordinance 2022-01.”

Attachment: Ordinance 2022-01
Exhibit A

Ordinance 2022-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2022 budget includes revenue and expenditures as adopted by Ordinance 2021-21 on September 27, 2021.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2022 budget.

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

WHEREAS, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures derived from fiscal year 2021 outstanding encumbrances and available balances.

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. The City of St. Pete Beach fiscal year 2022 budget shall be amended per Exhibit A, attached and made part of this Ordinance.

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

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

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

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

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

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

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

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

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

Alan Johnson, Mayor

I, Amber LaRowe, 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 _____, 2022.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Ordinance 2022-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Wastewater	Reclaimed	Stormwater	ARPA	Total
Estimated FY22 beginning fund balance	10,060,000	2,200,000	570,000	260,000	290,000	24,000	620,000	570,000	-	14,594,000
December 2021 fund balance	11,740,000	2,267,000	763,000	260,000	4,800,000	270,000	1,285,000	1,110,000	-	22,495,000
Reconciliation:										-
<u>Revenue re-appropriations:</u>										
Gulf Blvd undergrounding - Pinellas	-	-	-	-	7,335,696	-	-	-	-	7,335,696
Sanitary sewer expansion - revolving loan	-	-	-	-	-	4,271,636	-	-	-	4,271,636
Revenue re-appropriations total	\$ -	\$ -	\$ -	\$ -	\$ 7,335,696	\$ 4,271,636	\$ -	\$ -	\$ -	\$ 11,607,332
<u>Adopted re-appropriations:</u>										
ERP project	(50,000)	-	-	-	-	-	-	-	-	(50,000)
Street rehabilitation	-	-	-	-	(600,000)	-	-	-	-	(600,000)
Dune and beach improvements	-	-	-	-	(80,000)	-	-	-	-	(80,000)
Generator power	-	-	-	-	(200,000)	-	-	-	-	(200,000)
Fishing piers	-	-	-	-	(940,000)	-	-	-	-	(940,000)
Gulf Blvd undergrounding	-	-	-	-	(4,000,000)	-	-	-	-	(4,000,000)
Corey Ave Pier	-	-	-	-	(225,000)	-	-	-	-	(225,000)
Sanitary sewer expansion	-	-	-	-	-	(1,000,000)	-	-	-	(1,000,000)
Lateral replacement project	-	-	-	-	-	-	(200,000)	-	-	(200,000)
Adopted re-appropriations total	\$ (50,000)	\$ -	\$ -	\$ -	\$ (6,045,000)	\$ (1,000,000)	\$ (200,000)	\$ -	\$ -	\$ (7,295,000)
<u>Open encumbrances:</u>										
Operating expenditures	(462,660)	(22,734)	-	-	-	(30,314)	(1,147)	(32,604)	-	(549,459)
Fishing piers	-	-	-	-	(3,570)	-	-	-	-	(3,570)
Facility security improvements	-	-	-	-	(18,160)	-	-	-	-	(18,160)
General facility improvements	-	-	-	-	(3,300)	-	-	-	-	(3,300)
Library improvements	-	-	-	-	(78,004)	-	-	-	-	(78,004)
Corey Ave street rehabilitation	-	-	-	-	(5,892)	-	-	-	-	(5,892)
Bridge repairs	-	-	-	-	(365,901)	-	-	-	-	(365,901)
Decorative street signage	-	-	-	-	(176,431)	-	-	-	-	(176,431)
Pass-a-Grille Way seawall	-	-	-	-	(29,094)	-	-	-	-	(29,094)
Seawall improvements	-	-	-	-	(478,774)	-	-	-	-	(478,774)
Placemaking improvements	-	-	-	-	(124,235)	-	-	-	-	(124,235)
Property beautification	-	-	-	-	(30,207)	-	-	-	-	(30,207)
Hurley Park	-	-	-	-	(31,085)	-	-	-	-	(31,085)
Dune and beach improvements	-	-	-	-	(9,786)	-	-	-	-	(9,786)
Generator power	-	-	-	-	(18,480)	-	-	-	-	(18,480)
Dune crossover replacements	-	-	-	-	(8,888)	-	-	-	-	(8,888)
Fishing piers	-	-	-	-	(350,267)	-	-	-	-	(350,267)
Warren Webster facility	-	-	-	-	(50)	-	-	-	-	(50)
Fire Station 23	-	-	-	-	(38,976)	-	-	-	-	(38,976)
Egan Park	-	-	-	-	(142,813)	-	-	-	-	(142,813)
Asset management	-	-	-	-	(57,408)	-	-	-	-	(57,408)
Gulf Blvd undergrounding	-	-	-	-	(2,331,190)	-	-	-	-	(2,331,190)
Corey Ave pier	-	-	-	-	(174)	-	-	-	-	(174)
Parking improvements	-	-	-	-	(49,949)	-	-	-	-	(49,949)
Vehicles	-	-	(185,014)	-	(116,916)	-	-	-	-	(301,930)
Boca Ciega Drive	-	-	-	-	(133,150)	-	-	-	-	(133,150)

Ordinance 2022-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Wastewater	Reclaimed	Stormwater	ARPA	Total
Engineering	-	-	-	-	(118,233)	-	-	-	-	(118,233)
Capital improvements	-	-	-	-	-	-	(323,745)	(442,342)	-	(766,087)
Lift station R&R	-	-	-	-	-	(406,181)	-	-	-	(406,181)
Sanitary sewer I&I	-	-	-	-	-	(23,327)	-	-	-	(23,327)
Force mains	-	-	-	-	-	(548,275)	-	-	-	(548,275)
Asset management	-	-	-	-	-	(24,054)	-	-	-	(24,054)
Sanitary sewer expansion	-	-	-	-	-	(1,341,935)	-	-	-	(1,341,935)
Local flooding mitigation	-	-	-	-	-	-	-	(12,300)	-	(12,300)
Water quality improvements	-	-	-	-	-	-	-	-	-	-
Boca Ciega Isle Drive	-	-	-	-	-	-	-	(2,928)	-	(2,928)
Don Cesar Place	-	-	-	-	-	-	-	(135,081)	-	(135,081)
<u>Retained account balances:</u>										
Placemaking improvements	-	-	-	-	(34,326)	-	-	-	-	(34,326)
Beautification	-	-	-	-	(22,823)	-	-	-	-	(22,823)
Fishing piers	-	-	-	-	(177,040)	-	-	-	-	(177,040)
FS 23 lockers and closeout	-	-	-	-	(27,387)	-	-	-	-	(27,387)
Gulf Blvd undergrounding	-	-	-	-	(564,376)	-	-	-	-	(564,376)
Corey Ave pier	-	-	-	-	(22,000)	-	-	-	-	(22,000)
Pending re-appropriations total	\$ (462,660)	\$ (22,734)	\$ (185,014)	\$ -	\$ (5,568,885)	\$ (2,374,086)	\$ (324,892)	\$ (625,255)	\$ -	\$ (9,563,526)
Adjusted balance	11,227,340	2,244,266	577,986	260,000	521,811	1,167,550	760,108	484,745	-	17,243,806
Net budgetary gain (loss)	1,167,340	44,266	7,986	-	231,811	1,143,550	140,108	(85,255)	-	2,649,806
Transfers in (out)	(1,000,189)	-	-	-	1,000,189	-	-	-	-	-
Available	\$ 167,151	\$ 44,266	\$ 7,986	\$ -	\$ 1,232,000	\$ 1,143,550	\$ 140,108	\$ (85,255)	\$ -	\$ 2,649,806
<u>FY22 allocation requests:</u>										
Sanitary sewer repairs	-	-	-	-	-	500,000	-	-	-	500,000
Competitive pay adjustments	50,000	-	-	-	-	-	-	-	-	50,000
FS 23 admin restrooms & concrete	-	-	-	-	100,000	-	-	-	-	100,000
8th Ave alley reconstruction design	-	-	-	-	15,000	-	-	-	-	15,000
Pressure washing	35,000	-	-	-	-	-	-	-	-	35,000
PW campus project	-	-	-	-	250,000	-	-	-	-	250,000
Sunset Way/Corey Ave intersection	-	-	-	-	250,000	-	-	-	-	250,000
Gulf Blvd & 85th-90th beautification	-	-	-	-	290,000	-	-	-	-	290,000
Community Development digitizing	25,000	-	-	-	-	-	-	-	-	25,000
Multi-factor authentication	7,500	-	-	-	-	-	-	-	-	7,500
City Hall generator	-	-	-	-	250,000	-	-	-	-	250,000
Security cameras	-	-	-	-	60,000	-	-	-	-	60,000
Hurley Park concrete	-	-	-	-	17,000	-	-	-	-	17,000
Contingency	49,651	44,266	7,986	-	-	-	-	-	-	101,903
FY22 allocation request total	\$ 167,151	\$ 44,266	\$ 7,986	\$ -	\$ 1,232,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 1,951,403
<u>ARPA revenue re-allocations:</u>										
Inflow and infiltration	-	-	-	-	-	\$ 1,001,684	-	-	\$ (1,001,684)	-
Pump Station 1	-	-	-	-	-	\$ 2,000,000	-	-	\$ (2,000,000)	-
Stormwater improvements	-	-	-	-	-	-	-	\$ 1,800,000	\$ (1,800,000)	-
ARPA revenue re-allocations total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,001,684	\$ -	\$ 1,800,000	\$ (4,801,684)	\$ -

Ordinance 2022-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Wastewater	Reclaimed	Stormwater	ARPA	Total
<u>ARPA expenditure re-allocations:</u>										
Premium pay	-	-	-	-	-	-	-	-	\$ 100,000	100,000
Inflow and infiltration	-	-	-	-	-	\$ (1,001,684)	-	-	\$ 901,684	(100,000)
Pump Station 1	-	-	-	-	-	\$ (2,000,000)	-	-	\$ 2,000,000	-
Stormwater improvements	-	-	-	-	-	-	-	\$ (1,800,000)	\$ 1,800,000	-
ARPA expenditure re-allocations total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,001,684)	\$ -	\$ (1,800,000)	\$ 4,801,684	\$ -
Net to (from) fund balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 643,550	\$ 140,108	\$ (85,255)	\$ -	\$ 698,403
Restated FY22 beginning fund balance	\$ 10,060,000	\$ 2,200,000	\$ 570,000	\$ 260,000	\$ 290,000	\$ 667,550	\$ 760,108	\$ 484,745	\$ -	\$ 15,292,403
FY22 adopted operating expenditures	\$ 19,734,253	\$ 1,098,940	\$ -	\$ -	\$ -	\$ 6,224,854	\$ 880,351	\$ 993,116	\$ -	\$ 28,931,514
FY22 revised operating expenditures	\$ 20,364,064	\$ 1,165,940	\$ -	\$ -	\$ -	\$ 6,255,168	\$ 881,498	\$ 1,025,720	\$ -	\$ 40,446,443
Fund balance / operating expenditures	49.4%	188.7%	-	-	-	10.7%	86.2%	47.3%	-	37.8%

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: First Reading Ordinance 2022-03: Corey Landings Development Project

Date: January 11, 2022

Prepared By: Wesley Wright, Planning Manager

Through: Alex Rey, City Manager

Summary of Issue: Ordinance 2022-03, providing for the allocation of 150 residential dwelling units from the 195 residential dwelling units available. The Corey Landings Project consists of a mixed-use development with 243 multi-family dwelling units, +/- 12,000 square feet of retail and commercial uses and +/- 5,000 square feet of restaurant uses.

Funding: N/A

Requested Motion: "I move to approve the first reading of Ordinance 2022-03."

Attachments:

1. Ordinance 2022-03 - East End Corey Landing Development Project
2. Corey Landing Project Application
3. Corey Landing Site Plan Rendering
4. Corey Landing Site Plan
5. Architectural Floor Plans
6. Landscape Plan North L201
7. Landscape Plan South L202
8. Architectural Renderings

Ordinance 2022-03

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF 150 RESIDENTIAL DWELLING UNITS UNDER THE PROVISIONS OF THE GENERAL RESIDENTIAL UNIT "RU" DENSITY POOL RESERVE, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN AND IMPLEMENTED THROUGH THE CITY'S LAND DEVELOPMENT CODE, TO THE PROPOSED COREY LANDINGS DEVELOPMENT PROJECT, GENERALLY LOCATED AT 10 COREY AVENUE; PROVIDING FOR CODIFICATION; CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City that the units in the pool be distributed to promote quality land management, with emphasis given to development projects that may act in catalytic revitalization of the Community Redevelopment District.

WHEREAS, St. Pete Beach Holdings, LLC, desires to develop its 3.9 (+/-) acre site at 10 Corey Avenue and has filed an application for a conditional use permit for the Corey Landings Development Project (development project) consisting of a mixed-use development with 243 multi-family residential dwelling units, +12,000 square feet of retail and commercial uses and +5,000 square feet of restaurant uses. The conditional use application is being processed in with this Ordinance.

WHEREAS, the subject property of the development project is permitted "by-right" a total of 93 residential units, and is eligible for the requested additional 150 residential density pool units through the conditional use process as established in Section 39.18 of the City's Land Development Code.

WHEREAS, the applicant held the required duly noticed Community Meeting on June 24, 2021, in the Boca Ciega Ballroom of the St. Pete Beach Community Center and presented the proposed development project for public review and comment.

WHEREAS, the City Commission finds that the proposed development project meets the City's merit-based criteria for the awarding 150 residential dwelling units from the General Residential Unit Density Pool.

WHEREAS, notice of this Ordinance has been provided in accordance with applicable law.

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

Words stricken through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

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

SECTION 2. The City Commission finds that the proposed development project has the requisite merit, more specifically listed in the companion conditional use Resolution No. 2022-03, to award the requested 150 residential units for the development project.

SECTION 3. Pursuant to Section 39.18 (c) of the City’s Land Development Code, the number of residential units currently available in the density pool is 195 units. After allocating 150 units by this Ordinance, a total of 45 units will be remaining in the General Residential Unit Density Pool. See Exhibit A, attached and incorporated herein.

SECTION 4. The 150 residential units awarded by this Ordinance shall revert to the density pool should a building permit not be obtained within one (1) year of the date of the passage of this Ordinance or should “continual construction” as defined in Division 2 of the Land Development Code cease, unless extended by resolution of the City Commission. The 150 units shall be contingent on the approval of the companion conditional use resolution.

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

SECTION 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, Amber LaRowe, 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 _____, 2022.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

EXHIBIT A

Residential Density Pool Information			
District	Total Units Available	Total Units Utilized	Total Units Remaining
Community Redevelopment District	195	0 <u>150</u>	195 <u>45</u>

Temporary Lodging Density Pool Information			
District	Total Units Available	Total Units Utilized	Total Units Remaining
Boutique Hotel/Condo	125	15	110
Town Center Core	50	0	50
Upham Beach Village	175	0	175
Town Center Core – Corey Circle	325	64	261
Town Center Core – Coquina West			
Activity Center			
Bayou Residential			
Total	675	79	596

EXHIBIT “B” CONDITIONAL USE APPLICATION

The Project

The project consists of a mixed-use development with (i) 243 multi-family units, (ii) $\pm$ 12,000 square feet of retail and commercial uses, and (iii) $\pm$ 5,000 square feet restaurant uses (the “**Project**”). The Project includes $\pm$ 3.9 acres (including Area 1 and Area 2) as depicted below (the “**Property**”).

Figure “1”



Conditional Use Requests

Conditional use approvals for the Project are requested as follows:

1. Conditional use approval for the allocation of 150 units from the City of St. Pete Beach (the “**City**”) Residential Density Pool (“**Pool**”).¹
2. Conditional use approval for Commercial Docks.

¹ As noted in Sec. 39.18(a) of the City’s Land Development Code (the “**LDC**”), requests to draw down and allocate units from the Pool must be made through the Conditional Use application process. If accepted, the allocation is to be made via ordinance with a unified site plan.

- The commercial docks (transient docks for public use) are being proposed as an alternative means of transportation and parking for the restaurant uses as well as the public park which is proposed between Area 1 and Area 2 (the development of which will be a partnership between the developer and the City) (the “**New Public Park**”). Some of the docks adjacent to Area 2 may also be used as commercial docks.
3. Conditional use approval for an Eating and Drinking Establishment with outdoor dining and/or drinking areas that provide for outdoor music, roof dining and/or drinking areas.
- The request will permit outdoor dining along the waterfront in Area 1.

Background and Analysis

The Property is located within the City’s Downtown Redevelopment District with a future land use category and zoning designation of TC-2, which, according to the City’s Comprehensive Plan, is meant to encourage redevelopment with mixed-use and commercial projects. Within TC-2, residential uses are permitted as part of mixed-use developments in projects that are a minimum of 1.8 buildable acres at a maximum “by-right” density of 24 dwelling units per acre. The by-right density permits 93 residential units on the Property. The Project is located in the Community Redevelopment District that permits residential uses and is, therefore, eligible to receive an allocation of the Pool units. If approved, the LDC allows allocation of the additional Pool units without any need to amend the Future Land Use or zoning maps.

According to the LDC, the intent of the Pool program is to distribute the available units in a way that promotes quality land management with a focus on catalytic revitalization. This application seeks an additional 150 residential units for that very purpose. The Property is located in an area that has not had successful development for many years. New development would revitalize an area that is essentially abandoned and concentrate a significant portion of the Pool in an area with new and nearby commercial uses. It would also concentrate the Pool units near one of the City’s three major entrances, which would maximize transportation efficiency rather than spreading the units, and their corresponding trips, out across the City. The Project would bring commercial uses to the area and activate the northeast end of Corey Avenue, which would support the Comprehensive Plan’s goal to activate Corey Avenue from sunrise to sunset.

The site plan identifies the major features of the Project located in Area 1 and Area 2.

Area 1: Area 1 is planned as a 5,000 +/- square foot waterfront restaurant with parking, a public boardwalk and transient boat slips. This area and is where the Conditional Use approvals discussed previously for Commercial Docks and the outdoor eating/drinking/music and roof top activity are proposed.

Area 2: Area 2 is planned as a seven-story mixed-use project with commercial and multi-family residential uses with a seven-story parking garage sufficient to meet the demand of the building. The parking garage will be wrapped on the perimeter by commercial and residential uses. The

first floor of the Area 2 building includes retail and commercial uses along Corey Avenue (roadway classification pending change by City).

The Project contains a number of excellent features that will promote a high quality development, and benefit the City. The Project will include public and private boat slips and access to the water's edge. Finally, the developer is committed to working with City to create the Public Park between Area 1 and Area 2 that will turn an unsightly portion of Corey Avenue into a vibrant public destination for the community with open space and enhanced access and utilization of the waterfront.

Enhanced Landscaping and Pedestrian Experience:

The Corey Avenue ROW between the proposed Area 1 and Area 2 currently consists of approximately .7 acres that is currently being used by the city for material and equipment storage. The majority of this area is impervious asphalt paving in poor condition. Overhead electrical distribution and industrial-style streetlights extend from the intersection of Bay Street all the way to the edge of the Boca Ciega Bay cluttering the view. The surrounding sidewalks are an extension of the asphalt road with minimal landscape beds that are poorly sodded. The proposed Public Park improvements will include removing all of the existing asphalt and concrete and replacing with over one-half acre of new greenspace for the public.

In addition to the Public Park Improvements (i) the streetscape along Corey Ave. which leads to the waterfront of Boca Ciega Bay, and(ii) the area along Corey Circle adjacent to the Property will be transformed with all new paving, spacious sidewalks, significant landscaping, benches, and bike racks. All of these enhance the pedestrian experience. The overhead electrical distribution and existing streetlights will be removed and replaced with decorative, pedestrian scale lighting, which will further enhance the streetscape. The developer will significantly improve the stormwater infrastructure through the reduction in the overall impervious area and through the addition of a series of new drainage structures that will replace the single existing curb inlet. These streetscape improvements will provide a safe accessible path starting on the west side of Bay Street where new handicap ramps and decorative crosswalks will be installed. The accessible path will extend all of the way through the park to the waterfront.

The Project supports multiple provisions of the City's Comprehensive Plan (the "**Plan**"). It would encourage quality redevelopment in the Downtown CRD, which is noted by the Plan as a focal point for mixed-use and multi-family development. It promotes housing variety as encouraged by Future Land Use Element ("**FLUE**") Policies 2.1.2 and 2.4.4, and Housing Element Policy 1.1.3. The public would be protected by development standards required and enforced by FLUE Policies 2.2.1, 2.1.11, 2.1.13, 2.3.1, 2.3.3, and 5.1.2. The Project is encouraged and would promote the open space desires of FLUE Policies 2.11.2 and 5.1.2, as well as Community Redevelopment District Objectives 1.5, 3.2, and 1.6. Finally, while all community resource studies have not been completed for this phase of development, the public would be protected by strict Level of Service ("**LOS**") limitations commanded by FLUE Policies 2.9.1, 2.9.6, and 5.1.2, as well as Transportation Element Policy 1.1.1.

Conditional Use Requirements

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. *LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.*

The Project will promote the Plan provisions for the TC-2 area in a number of ways.

- 1) The Project is a mixed-use project that is encouraged by Objective 1.2.
- 2) The Project incorporates architectural features that are at a pedestrian scale along Corey Circle, with street-level commercial uses accessible from Corey Circle.
- 3) The Project will not include blank wall facades on the street or water sides. It will have covered walkways and storefront glass at the commercial spaces along Corey Avenue and residential units with balconies, railings, and other features that breakup the wall face along the waterfront.

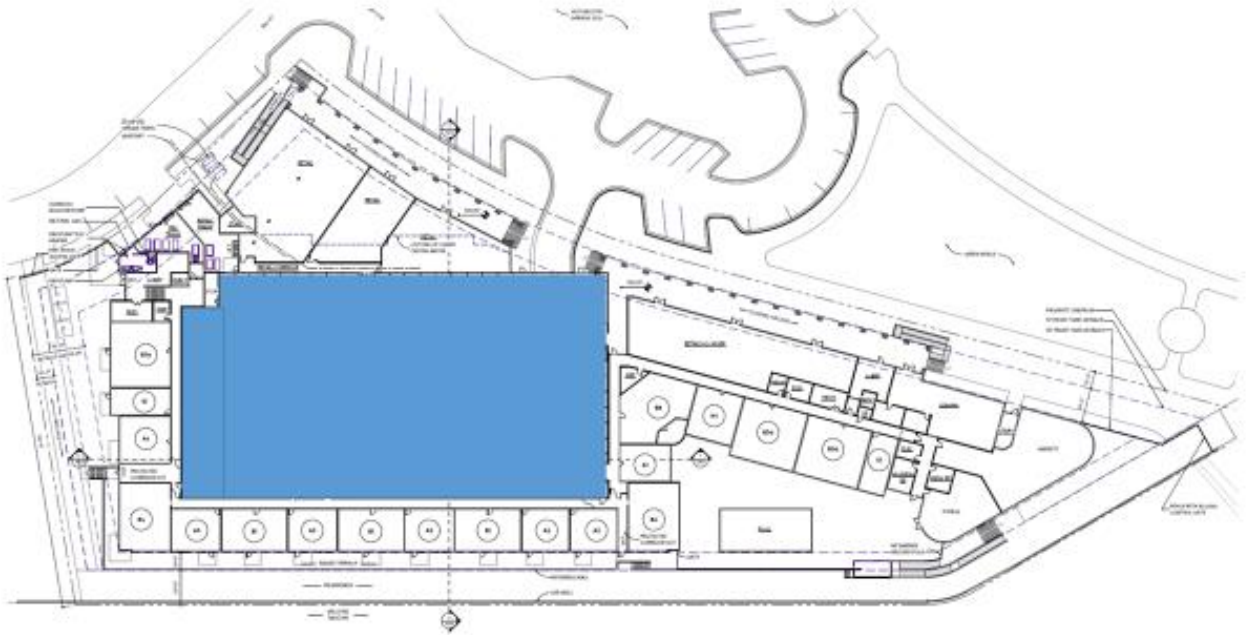
All of the aforementioned design features are consistent with Policy 1 and are further conceptually depicted in the rendering shown as Figure 2.

Figure “2”



- 4) The parking design promotes the Plan with a layout that is integrated into the interior of the main building; hidden from public view, as required by Policy 2 (shown in blue on Figure 3).

Figure “3”



- 5) All of the restaurant, retail and commercial uses are located on the first floor and are accessible from the street, as required by the Plan to ensure convenient public access, as required by Policy 3 (see Figure 2).
- 6) The Project includes public and private dock facilities, which, given the location of the Project, supports Plan policy goals of attracting visitors to the Downtown Core area by boat as encouraged by Policy 4.

Figure “4”



- 7) Finally, the Project **will exceed** all professional landscaping and design standards required by the CDC, which meets the intent of Policy 5. The Landscape Calculations Tables from Landscape Sheet L-200 dated 11/19/2021, are shown below in Figure 5.

**Figure “5”
Landscape Calculations**

RESTAURANT PARCEL		Required	Provided
Sec. 22.7.b. - Vehicular Use Areas			
Min. 6' depth of landscape area			9 Trees and
1 Tree per 30 LF	North Property - Adjacent to Water (195')	6.5 Trees	10 Palms
	East Property - N/A	N/A	N/A
	South Property - Adjacent to Corey Cir. (165.3')	5.5 Trees	6 Trees
	West Property - (Buffer Type 'A' Req.)	See Below	See Below
Sec. 22.7.c. - Interior Ldsc VUA			
Min. 20 SF for each parking space	47 spaces x 20 SF = 940 SF	940 SF	1,575 SF
Each island shall require 1 Tree	6 Islands	6 Trees	5 Trees and
Total Trees for area 1 tree per 100 SF			5 Palms
Sec. 22.7.d. - Walkways, Ped. Connections			
1 Tree per 50 LF of Walkway	284 LF of Frontage	5.7 Trees	7 Trees and
			4 Palms
Sec. 22.8 BUFFER REQUIREMENTS			
Sec. 22.8.c. LDSC Buffer along Street 'B'			
Adjacent to Public Street - 5'-15' width	South Property		Complied
Shade Trees			
Groundcovers			
Sec. 22.8.d. Landscape Buffer 'A' Type			
Commercial adjacent to Commercial	West Property - 132.25 LF		
4.8 Trees per 100 LF		6 Trees	7 Trees
20 Shrubs per 100 LF		27 Shrubs	100+ Shrubs
Width 10' Required			

RESIDENTIAL/MULTIFAMILY PARCEL

Sec. 22.7.d. - Walkways, Ped. Connections			
1 Tree per 50 LF of Walkway	547 LF of Frontage	11 Trees	17 Trees
Sec. 22.8 BUFFER REQUIREMENTS			
Sec. 22.8.c. LDSC Buffer along Street 'B'			
Adjacent to Public Street - 5'-15' width	North Property		Complied
Shade Trees			
Groundcovers			
Sec. 22.8.d. Landscape Buffer 'B' Type			
Mixed Use adjacent to Residential	West Property - 192.5 LF	9 Trees	21 Trees
4.8 Trees per 100 LF		39 Shrubs	100+ Shrubs
20 Shrubs per 100 LF			
Width 10' Required			

Sec. 39.10. Streetscape Design Required			
	1 - 10' Wide Sidewalk - along Frontage of project		Complied
	2 - Bay Street - 8' wide min. private Ldsc zone		Complied
	3 - Private LDSC Zone planted with Trees		Complied
	4 - Landscape Zone - contain Bike Racks, Benches, and Trash Receptacles.		Complied

2. *LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:*

a. *Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;*

The Project will significantly enhance the appearance and function of the area. The Town Center Location provision in the Plan states: *“This entire area has become vacant, unsafe and in disrepair except for one restaurant and an automotive repair service shop. Corey Circle is clearly visible from the Corey Causeway main entrance to the City.”* This is clearly illustrated by the photographs provided below.









The east end of Corey Avenue has existed in this state for many years. Prior to 2009, the Property had a waterfront multi-family development that was demolished and slated for redevelopment just before the last recession.

The Property is located in an area of the Future Land Use Map, TC-2, targeted for redevelopment with mixed-use development by Plan Objective 1.2. The Project is a mixed-use development as contemplated and encouraged by the Plan. The request to allocate units from the Pool is supported by the aforementioned provisions in the Plan and CDC specifically encourages the redevelopment of this area. The Project would be the eastern “anchor” for Corey Avenue. It will act as a catalyst to activate and further encourage businesses along Corey Avenue. The changes proposed by the Project are supported by the Plan and any adverse impacts are mitigated by developing within the confines of the Plan and the limitations of the Plan and CDC.

- b. *Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);*

There are no historic, archaeological, or cultural resources on the Property so this provision is not applicable.

- c. *Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;*

The Project seeks to develop most of the Corey Landing area. The two existing uses on Corey Landing, a restaurant and automotive repair shop, are commercial uses that are compatible with a mixed-use development. The Project, as stated, is also consistent and compatible with the Plan, as the Project has been designed under the direction and limitations created by the Plan. Nearby residential uses will be protected by the landscaping, screening, and setback requirements of the CDC, which the Project will comply with as commanded by FLUE Policies 2.1.11, 2.1.13, 2.3.1, 2.3.3, and 5.1.2. In addition, the applicant is providing enhanced landscaping as set forth in Figure 5 above.

- d. *Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;*

The Project will not have significant adverse impacts on the other commercial properties in Corey Landing. Nearby residential uses will be protected by the orientation of the commercial uses toward the existing commercial uses and away from the existing residential uses. In addition, the enhanced landscaping along with the screening, and setback requirements of the CDC, which the Project will mitigate any impacts to the neighboring properties (See FLUE Policies 2.1.11, 2.1.13, 2.3.1, 2.3.3, and 5.1.2.).

It is also important to emphasize that the Public Park which is proposed to be located between Area 1 and Area 2 will provide great benefits to the neighborhood and the livability of the community. The Public Park will have strong physical connections to the waterfront, will be tied to all types of transportation options including the transient boat slips (Commercial Docks) being proposed by as part of the Project and will have pedestrian connections to the larger community. From an environmental perspective, the conversion from the existing asphalt in the Public Park to pervious greenspace has positive benefits. For one, vehicles driving over asphalt surfaces contribute to an increase in nitrogen and phosphorous loads that ultimately discharge to the bay via stormwater runoff. A reduction in this impervious area and a proposed drainage system that has been designed to treat stormwater runoff will provide a net improvement in nutrient loading across the project area.

Finally, the Transportation Operational Analysis prepared by Kimley-Horn, dated November 2021, provides that the “significantly impacted” roadways are anticipated to have sufficient capacity and are not anticipated to exceed their adopted LOS following buildout of the proposed Project. Further, at the intersections where City staff requested analysis, the intersection operations are not anticipated to be significantly impacted by the proposed Project.

3. *Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);*

See Transportation Report included with this report as Attachment “1” below. As indicated in the Transportation Operational Analysis prepared by Kimley-Horn, dated November 2021, the “significantly impacted” roadways are anticipated to have sufficient capacity and are not anticipated to exceed their adopted LOS following buildout of the proposed Project. Further, at the intersections where City staff requested analysis, the intersection operations are not anticipated to be significantly impacted by the proposed Project. Site access is proposed via through movements on Corey Avenue and Bay Street; therefore, turn lanes are not warranted. As indicated in the Transportation Operational Analysis and the site plan, the Project is located within 0.25 mile of multiple transit stops and the future SunRunner is expected to serve the area by mid to late 2022. In addition, the Project is meeting the City's parking requirements and is providing off-street parking, a parking garage and bicycle racks.

4. *Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);*

The Project will comply with the City parking requirements. The parking deck internal to the mixed-use building in Area 2 will accommodate parking for all of the residential, retail and commercial located within Area 2. Area 1 will provide the required parking for the restaurant, which includes eight (8) transient boat slips for access to the restaurant and the Public Park via the water.

Loading/unloading and trash pickup are all addressed via a dedicated service entrance on the western side of the building off Bay Street.

5. *Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;*

For the reasons stated above, the health, safety and welfare of the public will be well preserved by the Project. The Project will ensure the public is protected by conformance with the policies and requirements of the Plan and CDC, which exist for the very purpose of protecting the public. Additionally, the Project will benefit the public by re-developing an abandoned area of the City, promoting economic development (a primary purpose of the Community Redevelopment District), providing housing diversity (as encourages by FLUE Policies 2.1.1 and 2.4.2 and Housing Element Policy 1.1.3), providing public access to the water's edge, and creating a vibrant commercial mixed-use development.

6. *Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,*

The Applicant, RAM Realty Advisors, has developed hundreds of millions of dollars of residential and commercial properties. They are a well-established company, created in the 1970's. RAM has completed projects in multiple counties and municipalities throughout Florida and the Southeast. They are technically and financially capable of completing the

Project. Please let us know if you would like additional information about RAM's existing projects.

7. *The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.*

The Project complies with the Plan and CDC. The applicant has worked tirelessly on a site plan that does not require variances despite the unique physical configuration and challenges related to the Property.

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. *The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.*

The Project will comply with the policies of the Plan and the provisions of the CDC. The Plan and CDC specifically contemplate the proposed uses including the Conditional Uses requested to support the restaurant and Public Park and the allocation of units from the Pool as an appropriate means to allocate additional density to certain projects. This request to allocate units from the Pool to the Property is in accordance with the Plan and CDC. Additionally, the Plan requires formal site plan review by City staff under FLUE Policy 2.2.1.

2. *Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.*

The purpose of the Pool was to protect the City from overdevelopment and overburdening utility infrastructure. The Project requests development within the density limitations of the Plan and Pool, which works with the confines of the CDC to allow development and protect from overburdening utility services. Additionally, the Plan requires, under FLUE Policies 2.9.1, 2.9.6, and 5.1.2, that future development orders for the Project only be allowed if City staff finds that the various LOS requirements are met. The conditional uses related to the commercial docks and eating/drinking establishments are consistent with the uses and intensity contemplated by the CDC and comprehensive plan and will not and will not have negative impacts on adjacent or nearby properties.

3. *Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.*

See Transportation Report included with this report as Attachment “1” below.

4. *Hydrological features and storm water management infrastructure.*

The Project will be engineered, permitted, and approved by local, state, and federal agencies for stormwater management. Additionally, the Project’s location, along the inter-coastal waterway, is such that it will not have to burden the City’s stormwater system as a land locked development.

5. *Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.*

The Project was designed as a unified vision that connects both sides of Corey Circle, creating a destination point at the eastern end of Corey Avenue. Consisting of a one-story restaurant with potential outdoor/roof top dining/drinking and music areas on the northern side, and a seven-story mixed-use building on the southern side, both buildings within the Project border edges on the bay creating a dynamic public space in between. The open space will not only offer the opportunity for community gatherings and events but also provide public access and connectivity to the bay. Any public space created in conjunction with the City would continue to be owned by the City, which would protect this new public benefit into the future.

The height of the mixed-use building will be +/- 80’-0” to the highest point of the primary flat roof measured from the elevation of the first habitable floor (Elev. +11’), which is in compliance with the LDC. Parapets and raised roof elements at key locations will extend above this height to create massing and architectural interest, but will remain below the maximum allowable 86’. The overall length of the mixed-use building in the east-west direction adjacent to Corey Circle is around 500’-0” and is 270’-0” at its widest point in the north-south direction. Architectural relief and interruptions are incorporated into the design of the buildings to break up the building massing. The restaurant will be +/- 20’-0” taken from the first habitable floor and around 80’-0” long along the proposed Public Park.

The architectural design features of the Project will draw upon local Florida vernaculars in a clean and edited contemporary architectural style that complements neighboring architecture. The exterior materials will consist primarily of stucco with prefinished metal and cementitious decorative panel reliefs to help break down building massing. Signage will be designed to comply with the LDC.

6. *Site landscaping, open space provision and impervious surface limitations.*

The Project will comply with all Plan and CDC limitations regarding landscaping, open space, and impervious surfaces. Additionally, this and future development order applications will be reviewed by City staff to ensure compliance under the command of FLUE Policy 2.2.1.

7. *Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.*

This application does not request any special operations or functions. Any use, business, or operation requests associated with the Project in the future must go through regular City CDC approval and applications processes. Operational and functional requirements will be addressed by later applications.

8. *Fire suppression and facility security.*

The Project will comply with all fire code requirements and have a professional management staff that will facilitate security.

9. *Emergency management and hurricane evacuation provisions.*

The Project will comply with all emergency management provisions as required by FLUE Policies 2.9.1, 2.9.6, 3.2.1, and 5.1.2, as well as Transportation Element Policy 1.1.1.

Information for the major emergency routes including the existing LOS and the existing volume to capacity ratio (v/c) was provided by the 2020 Forward Pinellas MPO Level of Service Report. Based upon the information provided, the roadways identified as emergency routes within the vicinity of the Project site currently operate at an acceptable overall LOS (LOS D) during typical peak periods as identified in the Forward Pinellas LOS Report.

- 75th Avenue/Corey Causeway (Gulf Boulevard to Shore Drive South)
 - LOS D
 - v/c = 0.679
- Blind Pass Road (Gulf Boulevard to 75th Avenue/Corey Causeway)
 - LOS D
 - v/c = 0.641
- Gulf Boulevard (75th Avenue/Corey Causeway to south of Blind Pass Road)
 - LOS D
 - v/c = 0.656

As indicated in the Transportation Operational Analysis prepared by Kimley-Horn, dated November 29, 2021, these roadways are anticipated to have sufficient capacity and are not anticipated to exceed their adopted LOS following buildout of the proposed Project. Therefore, the net, new project trips are not anticipated to cause deficient levels of service for out-of-county evacuation or clearance times for hurricane evacuation identified by the Tampa Bay Regional Planning Council and the State of Florida.

10. *For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:*

Not applicable, this application does not include temporary lodging uses.

- a. *The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and*

Not applicable, this application does not include temporary lodging uses.

- b. *The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.*

Not applicable, this application does not include temporary lodging uses.

The following address applicable criteria in Sec 4.12 of the Code specific to requests for approval of 150 units from the Pool to the proposed development:

- (d) The allocation of temporary lodging or **residential units from a density pool** established in the Comprehensive Plan shall be by ordinance. In cases where a property is required to obtain a conditional use permit to be awarded units from a density pool, evaluation shall be by the City Commission on a case-by-case basis, with review of relevant criteria specified in this division and Code generally. In addition to these criteria, the Commission may consider any proposal requiring a conditional use permit to draw from a density pool on a merit basis to include, but not be limited to, the provision of public benefits such as the following:

(1) Surplus on-site parking to be reserved for the public, and/or public or private multimodal transportation enhancements;

The development as proposed commits to the construction of 29 total public parking spaces, including four ADA spaces, in the reconfigured public ROW to provide the public easy access to the proposed park/gathering places and waterfront access being developed.

- (2) Public beach access with an easement made to the City for beachfront properties that are not otherwise required to provide access, or wider or multiple public beach accesses for properties required to provide access; Not applicable

(3) Additional public art or amenities;

The developer in concert with the City is providing a public park space that will include water view access, gathering places, seating and landscaped areas connected to the boardwalk adjacent to the proposed restaurant in Area 1. As noted above, the Project includes a number of improvements which go above and beyond the requirements of the LDC. This includes providing enhanced landscaping and new public parking spaces along Corey Circle, opening up an underutilized public space and creating a Public Park, undergrounding a number of overhead utility lines and adding streetscape and lighting to enhance the pedestrian connectivity and the pedestrian experience. All of these added amenities will benefit the public.

(4) Public boat slips;

Incorporated in the project is a request for Commercial Docks improving public access to the water and to the proposed Public Park. The Commercial Dock will consist of eight, 40' deep boat slip. It is also the intent to provide a kayak/stand up paddleboard launch. The kayak launch will need to be further evaluated to confirm that it can be designed, permitted and constructed for safe public use. These improvements truly enhance public access to and from the water.

(5) Workforce housing; Not applicable

(6) Integration of additional green building principles, or other principles such as wellness, into new development or redevelopment projects;

The project will pursue approval for a Florida Green Building Coalition (FGBC) High Rise Residential building certification for the mixed-use building and a FGBC Commercial Building Certification for the restaurant. Some of the features that will be incorporated into the design will be low flow plumbing fixture, Energy Star residential appliances, LED lighting, White reflective roof membrane and native plant selections. The residential amenities will include a fitness center and yoga room, kayak and standup paddleboard storage, and a secure bike storage room with a bike repair station.

(7) For Gulf-front properties not otherwise required to provide such, an unimproved public access easement landward of the mean high water line; Not Applicable.

(8) Additional landscaping above and beyond existing Land Development Code requirements.

See Landscape Calculations provided in Figure 5 above.

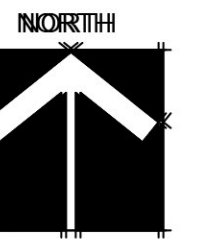
(9) Other public benefits proposed by citizens or the applicant at community meetings, which may be considered by the City Commission.

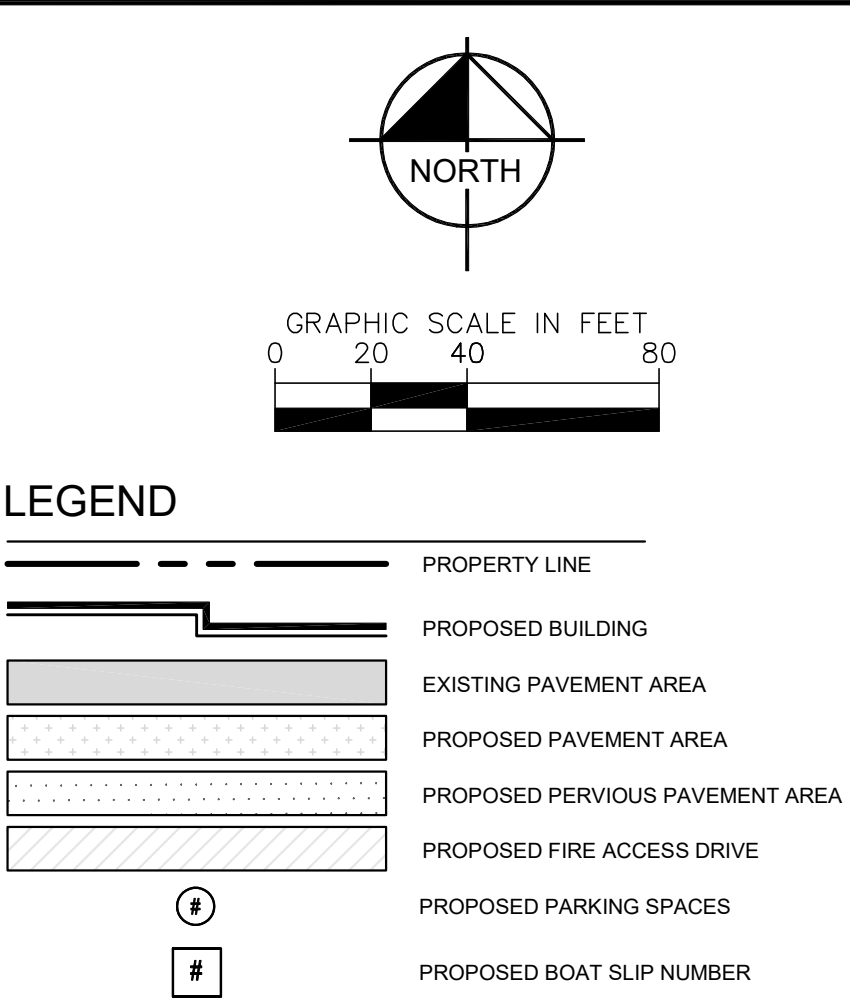
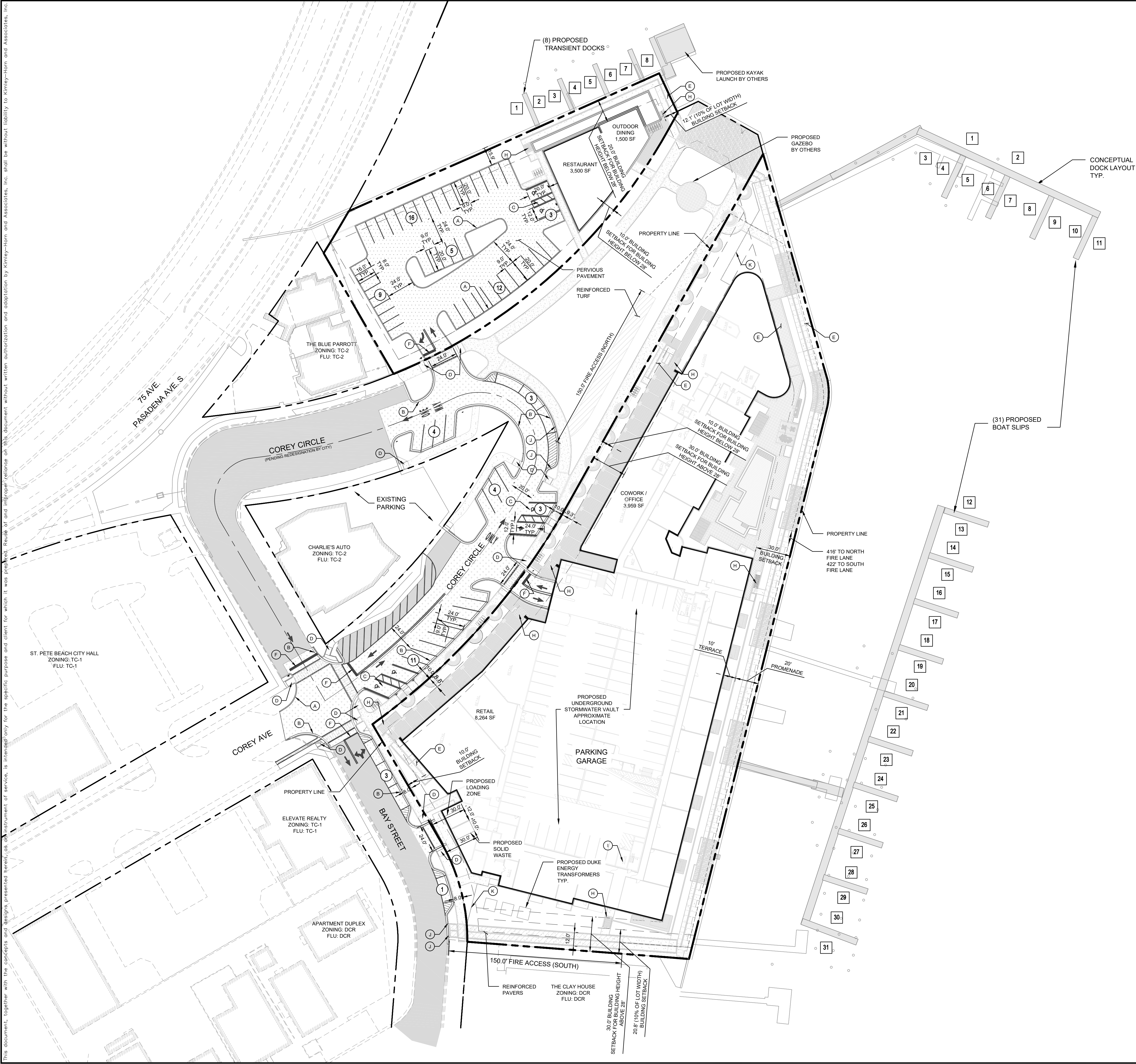
1. Public Park: The Developer will create, at Developer's expense, the Public Park as described above in partnership with the City.
2. Co-Working; Live, Work Play Project: Revitalization of the east end of Corey Ave will produce increased viability to the east end of Corey Avenue which is a key component to revitalizing the east end. However, creating additional development with complimentary uses including co-working spaces, retail and restaurants will allow people to live, work and play on St. Pete Beach. Residents will have access to onsite co-working areas and co-working memberships will also be available to the public for a fee. This will encourage our residents and members to use our facility in lieu of commuting off the island and thus lowering carbon admissions and various pollutants. A bike storage room will be incorporated into the Project for residents and bike racks will be available to the public along the right of way.
3. Improvement on City Property: The Developer, in conjunction with the public park improvements will remove, at Developer's expense include a portion of the Corey Ave impervious asphalt roadway that dead ends into

the bay to create new green areas. This will create a net improvement to the current impervious are on the City owned Public Park.

4. Public Boat/Dock Access: As described above.
5. Enhanced Landscaping and Pedestrian Experience along Corey Circle.: As described above.
6. Addition of Public Parking along Corey Circle: As described above.

It is the intent of the city that requests for public benefits such as those listed above be considered within the contexts of the scale of the development proposal, the local and citywide impact of the proposal, the size and proportion of the density pool request, and the degree to which the benefits proposed and development itself advance the goals, objectives and/or policies of the district specifically and the Community Redevelopment District generally. This list is not considered to be exhaustive, nor is any one benefit or set of benefits required to be included in a proposal unless said benefit(s) are made condition(s) of development approval by the City Commission.





KEYNOTE LEGEND

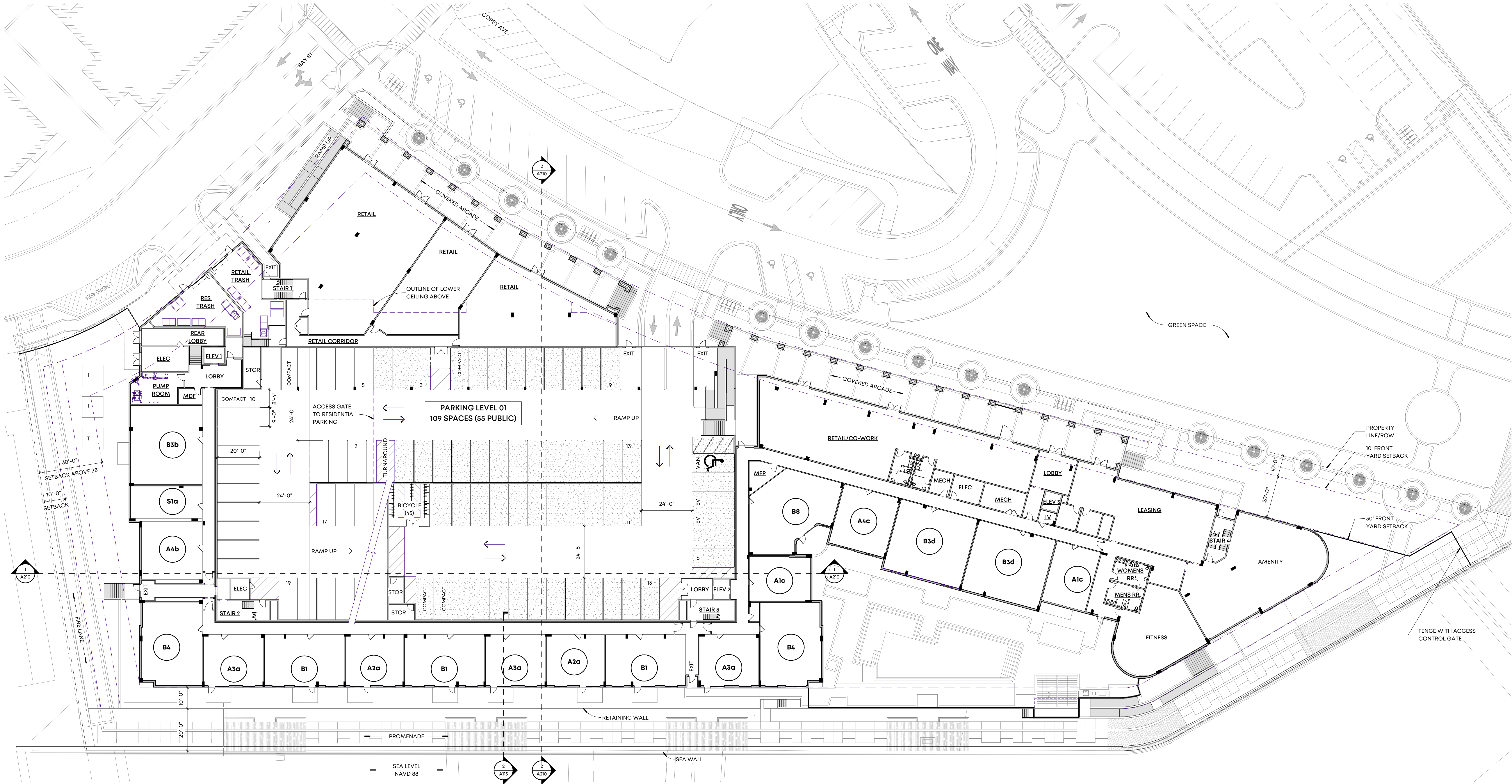
- | | |
|-----|--|
| (A) | PROPOSED TYPE 'D' CURB. SEE DETAIL SHEET. |
| (B) | PROPOSED TYPE 'F' CURB. SEE DETAIL SHEET. |
| (C) | ACCESSIBLE PARKING SPACE TYPEICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN, AND SYMBOL. |
| (D) | PROPOSED CONCRETE CURB RAMP WITH DETECTABLE WARNINGS. SEE FOOT STANDARD PLANS, 522-002. |
| (E) | PROPOSED INTERNAL ADA RAMPS. SEE CITY STANDARDS S60-41 |
| (F) | PROPOSED 34" STOP LINE PER FOOT STANDARD PLAN 711-001 WITH R1-1 STOP SIGN |
| (G) | PROPOSED CONCRETE SIDEWALK. SEE PLANS FOR WIDTH. SEE CITY STANDARDS S20-32 |
| (H) | STAIRS |
| (I) | UP-FLOW FILTER FOR TREATMENT OF STORMWATER RUNOFF |
| (J) | PROPOSED TYPE 'E' CURB. SEE DETAIL SHEET. |
| (K) | PROPOSED FENCE. REFER TO HARDSCAPE PLAN FOR DETAILS. |

SITE DATA TABLE				
PROPERTY DATA				
SITE NAME		COREY LANDINGS		
JURISDICTION		CITY OF ST. PETE BEACH		
PARCEL NUMBER		25-31-15-78084-000-0141 - 0.20 AC 25-31-15-78084-000-0142 - 0.39 AC 25-31-15-78084-000-0143 - 0.24 AC 36-31-15-00000-140-0110 - 1.07 AC 36-31-15-00000-140-0300 - 0.38 AC 36-31-15-00000-140-0400 - 1.81 AC		
SUBMERGED LAND		36-31-15-00000-140-0110 - 0.33 AC 36-31-15-00000-140-0410 - 0.73 AC 36-31-15-00000-140-0700 - 0.07 AC LEASE NUMBER 620027070 - 0.15 AC TOTAL 1.26 AC SUBMERGED LANDS		
SITE AREA		NORTH PARCEL: 0.83 AC SOUTH PARCEL: 3.05 AC TOTAL ACREAGE: 3.88 AC		
CURRENT ZONING		TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS		
CURRENT USE		VACANT SITE		
FUTURE LAND USE		TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS		
PROPOSED USE		243 MULTI-FAMILY UNITS 5,000 SF RESTAURANT 8,264 SF RETAIL 3,959 SF CO-WORK (OFFICE)		
PARKING				
TOTAL PROPOSED ON-STREET PARKING		29 TOTAL SPACES (4 ADA ACCESSIBLE)		
OFF-STREET PARKING		REQUIRED	PROVIDED	
NORTH PARCEL		5,000 SF TOTAL 3,500 SF INDOOR = 35 SPACES 1,500 SF OUTDOOR +10 SPACES (FIRST 500 SF DOES NOT COUNT PER LDC SEC 23.5)	36 STANDARD (8' X 20') SPACES 9 COMPACT (8' X 16') SPACES (17%)	
TRANSIENT BOAT SLIPS (PER CODE: SLIPS COUNT TOWARDS PROVIDED PARKING)		N/A	8 SPACES	
TOTAL:		45 SPACES	53 SPACES	
SOUTH PARCEL		8,264 SF = 42 SPACES	42 SPACES	
RETAIL SALES AND SERVICE (1 SPACE / 200 SF)				
COWORK / OFFICE (1 SPACE / 300 SF)		3,959 SF = 14 SPACES	14 SPACES	
BOAT SLIP/NON-LIVE ABOARD (RESIDENTIAL ONLY)		0 SPACES	0 SPACES	
RESIDENTIAL (2 SPACES / UNIT)		243 UNITS = 486 SPACES	486 SPACES	
ZONING DATA		592 SPACES	545 SPACES	
	TOTAL ALLOWABLE	NORTH PARCEL	SOUTH PARCEL	TOTAL
IMPERVIOUS SURFACE RATIO (ONSITE)	0.70	0.20	0.83	0.70
RETAIL/RESTAURANT FLOOR AREA RATIO	0.55	0.14	0.09	0.10
VEGETATIVE GREENSPACE (AC) (PER SEC. 37.12)	-	0.21	0.50	0.71
DENSITY (UNITS/ACRE)	24*	-	UNITS AT 24 DU/AC: 93	-
BONUS POOL (UNITS)	195	-	BONUS POOL UNITS: 150 TOTAL UNITS: 243	-

*PER COSPB LAND DEVELOPMENT CODE, SEC. 39.18, GENERAL RESIDENTIAL DENSITY POOL RESERVE ALLOWS FOR 195 ADDITIONAL UNITS AVAILABLE ON FIRST COME FIRST SERVE BASIS.

C300		SHEET NUMBER		PROJECT NO. 148993000		DATE 11/05/2021	
COREY LANDINGS				FLORIDA			
PREPARED FOR: RAM REALITY ADVISORS				CITY OF ST. PETE BEACH			
SITE PLAN SCALE: AS NOTED DESIGNED BY: SWG DRAWN BY: SMH CHECKED BY: SWG DESIGN ENGINEER: SCOTT W. GILNER, P.E. FL LICENSE NUMBER: 63945 DATE: _____							
				© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 655 NORTH FRANKLIN STREET, SUITE 150, TAMPA, FL 33602 PHONE: 813-620-1460 WWW.KIMLEY-HORN.COM CA 00006686			
No.		REVISIONS		DATE			

UNIT TYPE	S		A														B														C	TOTAL	
UNIT DESIGNATION	S1	S1a	A1	A1a	A1b	A1c	A2	A2a	A3	A3a	A3b	A4	A4a	A4b	A4c	B1	B1a	B2	B3	B3a	B3b	B3c	B3d	B4	B4a	B5	B6	B7	B8	B9	C1		
DESCRIPTION	Studio	Studio	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	1B/1B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	2B/2B	3B/3B		
TOTAL UNIT NUMBERS	6	1	32	6	5	5	12	2	18	3	6	17	10	1	1	28/28	18	10	12	6	1	12	2	2	12	6	5	5	7	5	12		
PERCENT OF TOTAL	2.5%	0.4%	13.2%	2.5%	2.1%	2.1%	4.9%	0.8%	7.4%	1.2%	2.5%	7.0%	4.1%	0.4%	0.4%	1.2%	7.4%	4.1%	4.9%	2.5%	0.4%	4.9%	0.8%	0.8%	4.9%	2.5%	2.1%	2.1%	2.9%	2.1%	4.9%		
UNIT NET S.F.	560	560	660	736	770	660	700	700	725	725	706	840	975	840	840	963	1032	1078	1150	1219	1307	1307	1342	1217	1264	1000	1149	1250	1332	1366	1507		
UNIT GROSS S.F.	618	631	718	794	828	660	758	790	783	815	843	898	1033	911	840	1053	1098	1276	1208	1291	1377	1365	1342	1354	1401	1058	1207	1499	1496	1424	1754		
Target Net S.F.	570	570	650				700	700	725				825				980		1150				1225		1250				1366				
TOTAL QUANTITY	6		48				14		27				29				21		10		33				14		28				12		
TARGET QUANTITY	5		45				15		20				25				24			34				17		46				12			
PERCENT OF TOTAL	2.9%		48.6%														43.6%														4.9%		100%
TARGET PERCENTAGE	2.1%		43.2%														49.8%														4.9%		100%
Unit Net S.F. Totals	3360	560	21120	4413	3850	3300	8400	1400	13050	2175	4235	14280	9750	840	840	2888	18571	10785	13800	7313	1307	15680	2683	2433	15165	5997	5747	6249	9324	6832	18088	234435	
Unit Gross S.F. Totals	3708	631	22976	4761	4140	3300	9096	1580	14094	2445	5060	15266	10330	911	840	3158	19759	12761	14496	7747	1377	16376	2683	2708	16815	6345	6037	7494	10475	7122	21046	255536	
Level 01	0	1	0	0	0	2	0	2	0	3	0	0	0	1	1	3	0	0	0	0	1	0	2	2	0	0	0	1	0	0	0	19	
Level 02	1	0	2	1	1	3	2	0	3	0	1	2	0	0	0	0	3	0	2	1	0	2	0	0	2	1	0	0	1	1	2	31	
Level 03	1	0	6	1	1	0	2	0	3	0	1	3	2	0	0	0	3	2	2	1	0	2	0	0	2	1	1	1	1	1	2	39	
Level 04	1	0	6	1	1	0	2	0	3	0	1	3	2	0	0	0	3	2	2	1	0	2	0	0	2	1	1	1	1	1	2	39	
Level 05	1	0	6	1	1	0	2	0	3	0	1	3	2	0	0	0	3	2	2	1	0	2	0	0	2	1	1	1	1	1	2	39	
Level 06	1	0	6	1	1	0	2	0	3	0	1	3	2	0	0	0	3	2	2	1	0	2	0	0	2	1	1	1	1	1	2	39	
Level 07	1	0	6	1	0	0	2	0	3	0	1	3	2	0	0	0	3	2	2	1	0	2	0	0	2	1	1	1	1	0	2	37	



1 OVERALL FIRST FLOOR PLAN
SCALE: 1" = 20'-0"



671 Front Street
Suite 220
Celebration, FL 34747
407.566.2575 AA 26002089

Client:
ram
Ram Realty Advisors

4801 PGA Boulevard
Palm Beach Gardens, FL 33418

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11/12/21
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LRK Project Number: 04.21021.00

Project Name:
Corey Landings

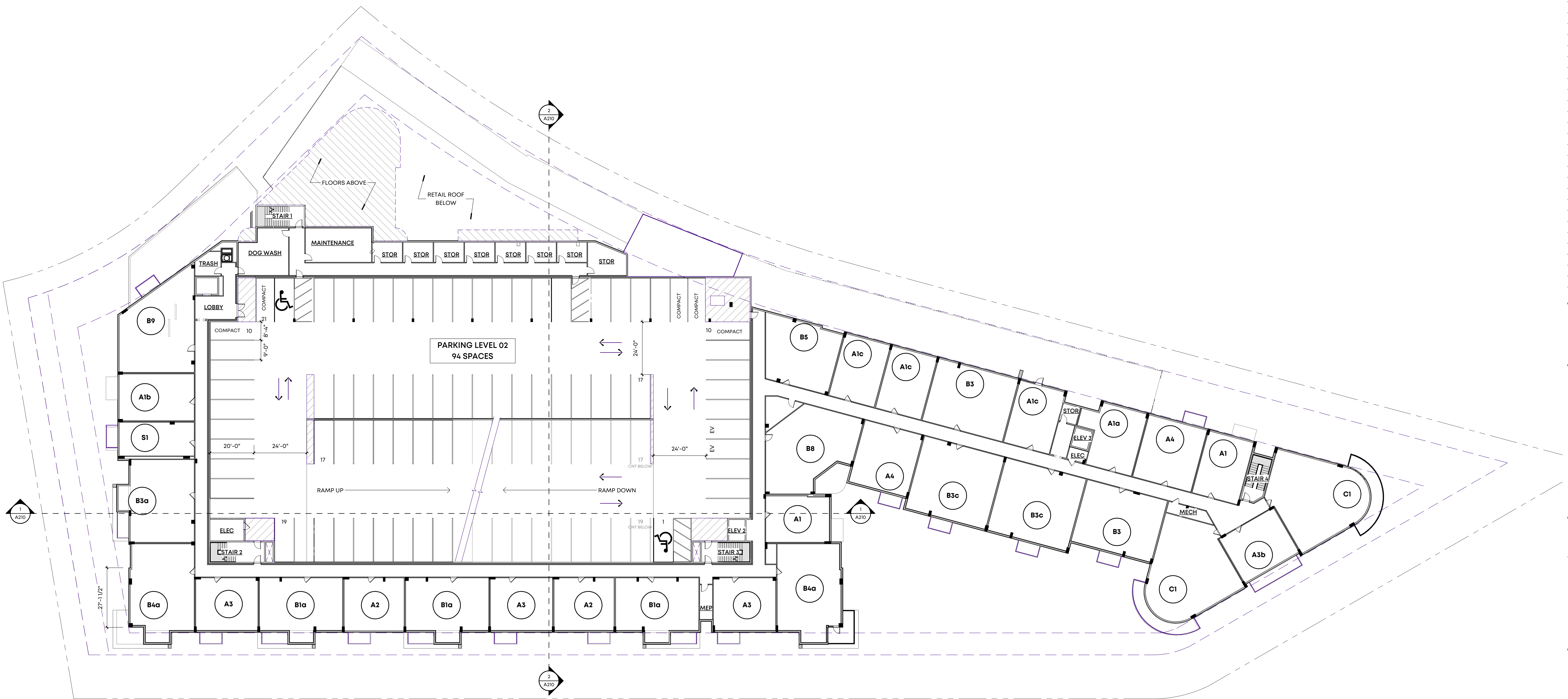
St. Pete Beach, FL

Drawing Name:
OVERALL FIRST FLOOR PLAN

Drawn By: TBROOME

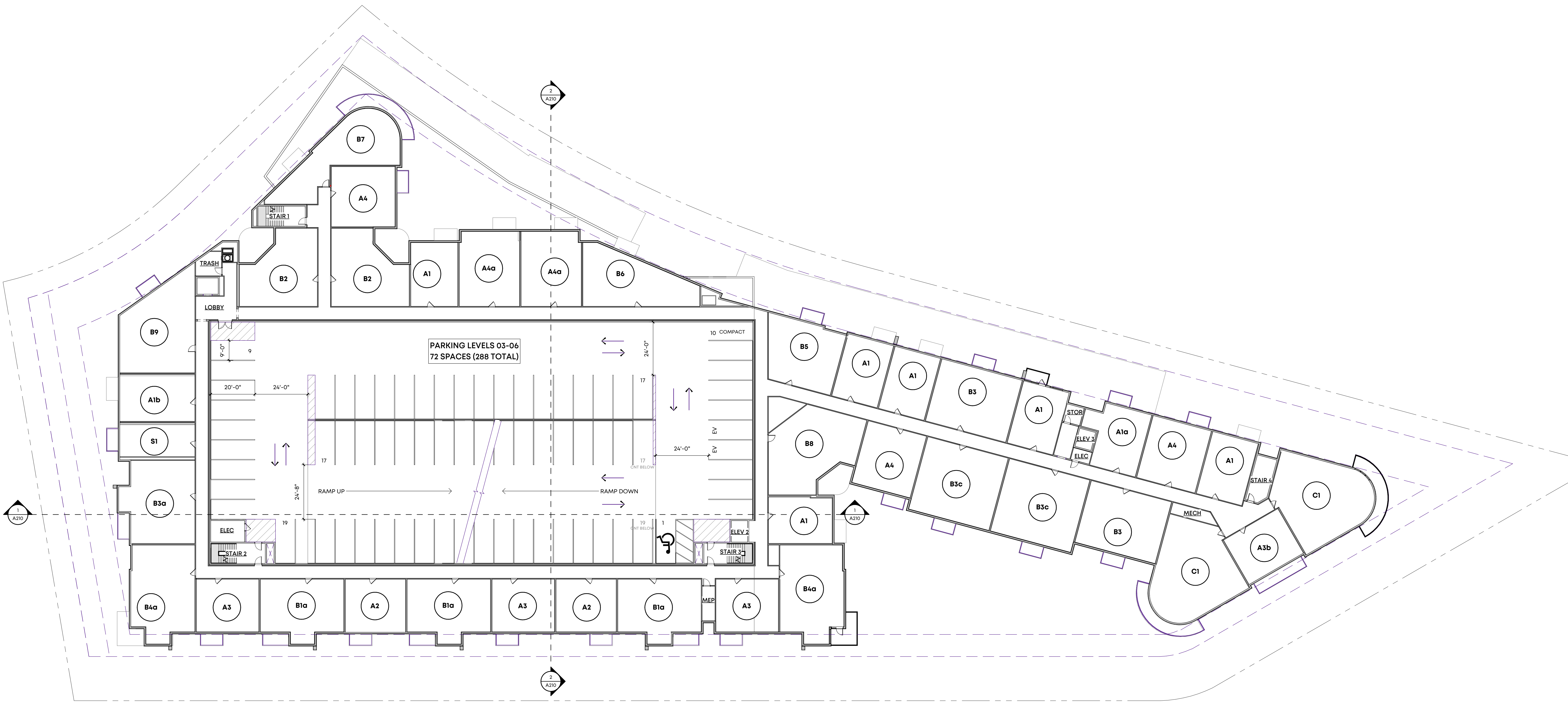
Checked By: JBRENNAMAN

A101



1 OVERALL SECOND FLOOR
SCALE: 1" = 20'-0"

SCALE: 1" = 20'-0"



1 OVERALL 3RD-6TH FLOOR PLANS
SCALE: 1" = 20'-0"



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Project Name:

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St. Pete Beach, FL

Drawing Name:

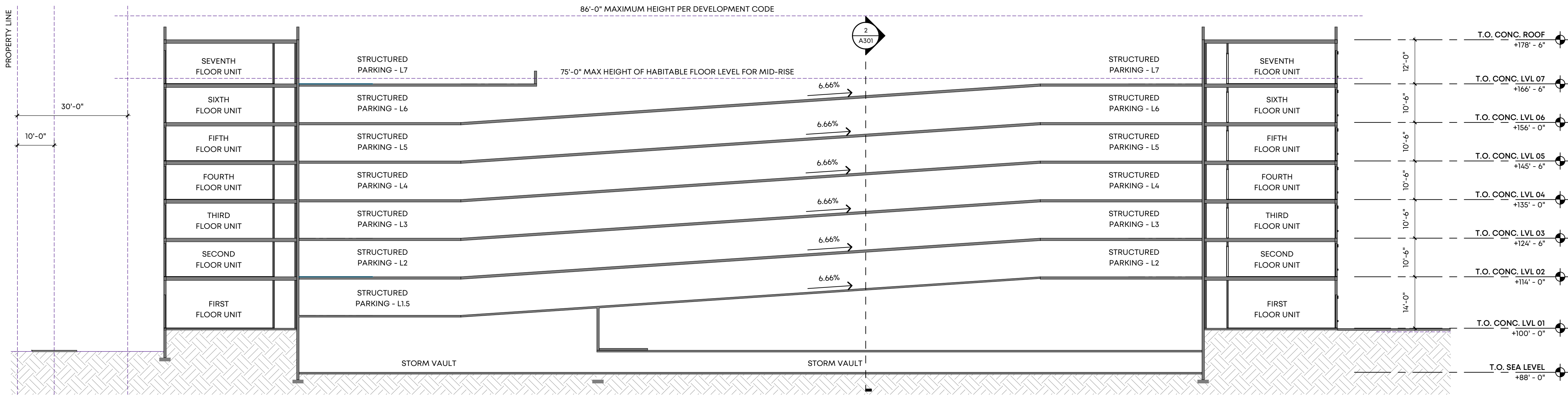
OVERALL 3RD-6TH FLOOR
PLAN

Drawn By: TBROOME

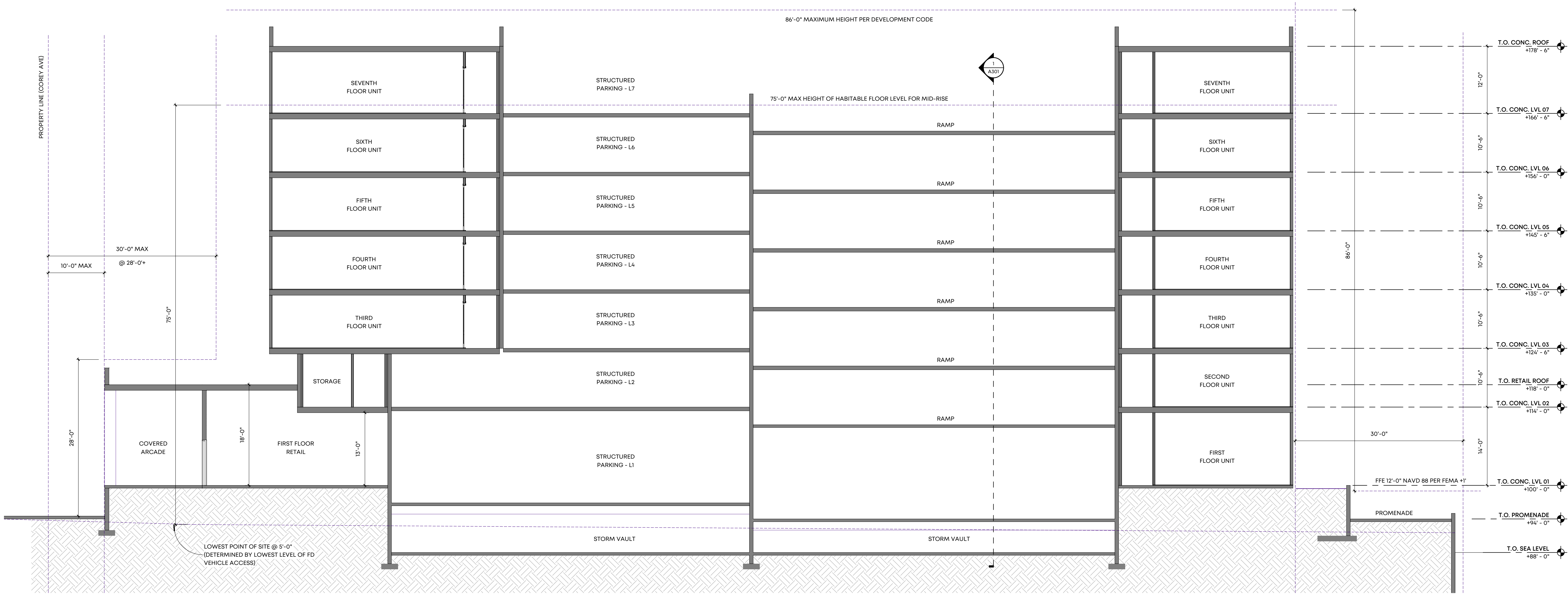
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A103





1 BUILDING SECTION
SCALE: 1/16" = 1'-0"



2 BUILDING SECTION
SCALE: 1/8" = 1'-0"

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Project Name:

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St. Pete Beach, FL

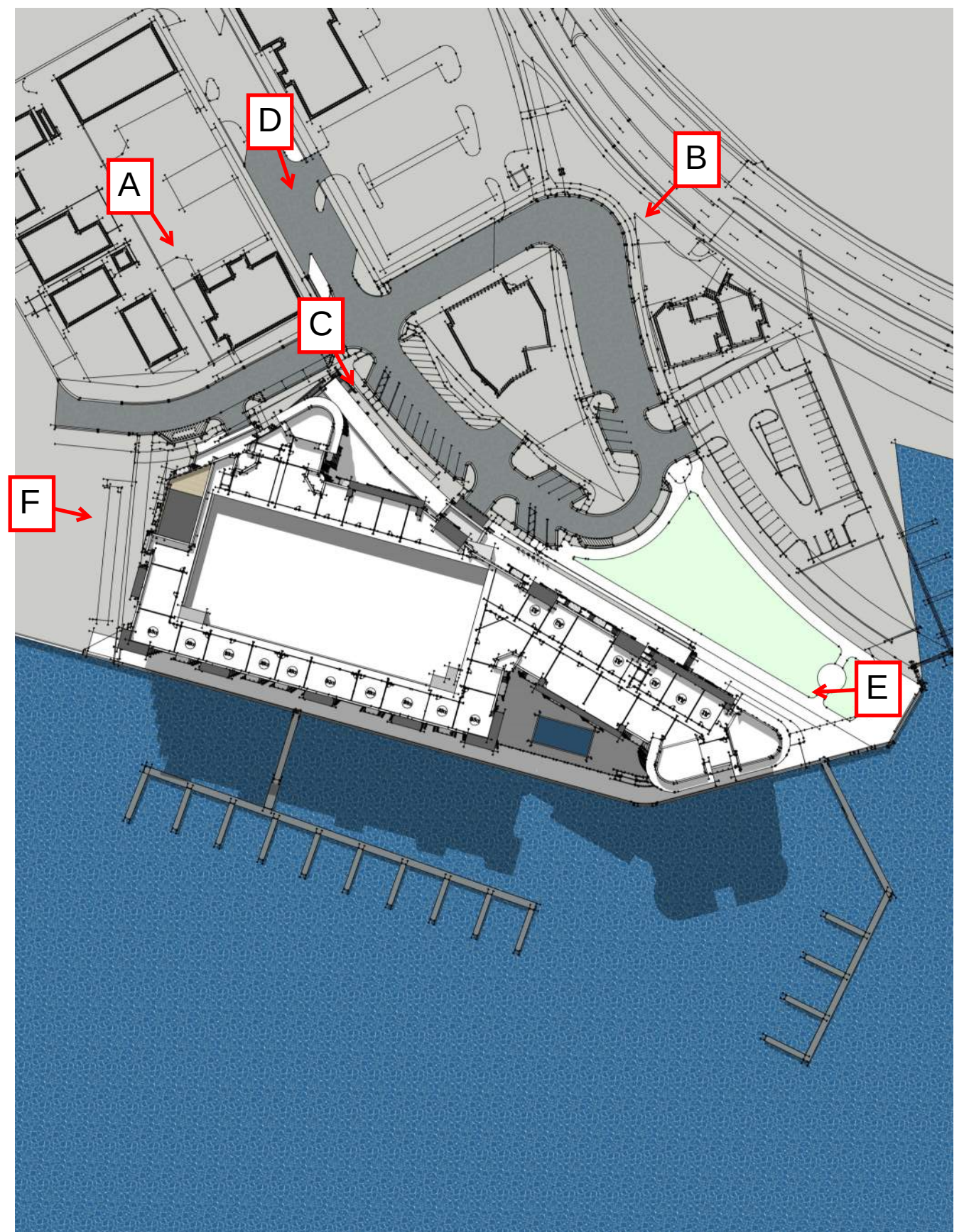
Drawing Name:

BUILDING SECTIONS

Drawn By: TBROOME

Checked By: JBRENNAMAN

A301



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AA 26002089

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LRK Project Number: 04.21021.00

Project Name:

Corey Landings

St. Pete Beach, FL

Drawing Name:

3D VIEWS

Drawn By: Author

Checked By: Checker

A901

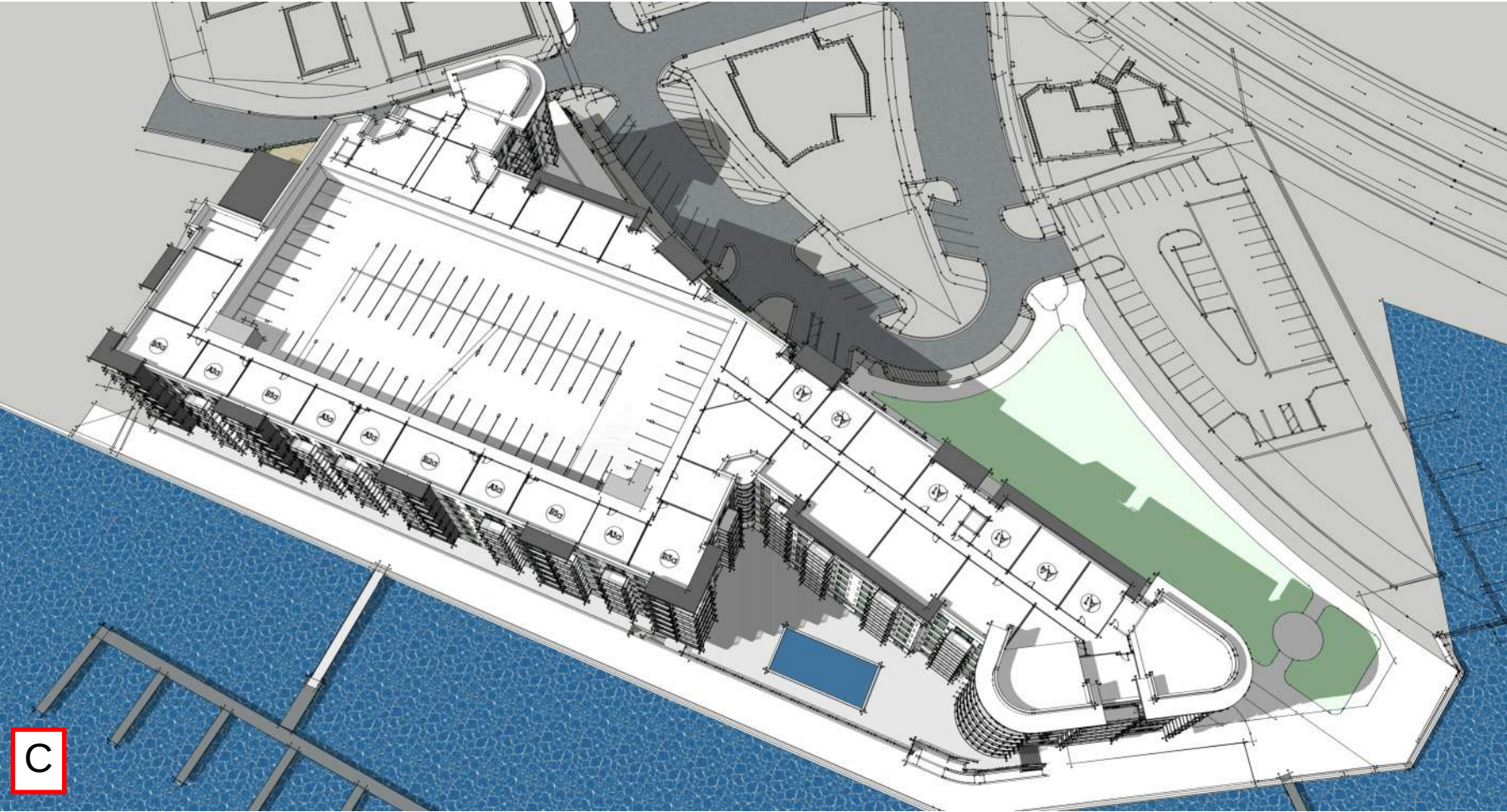
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B



C



D



E



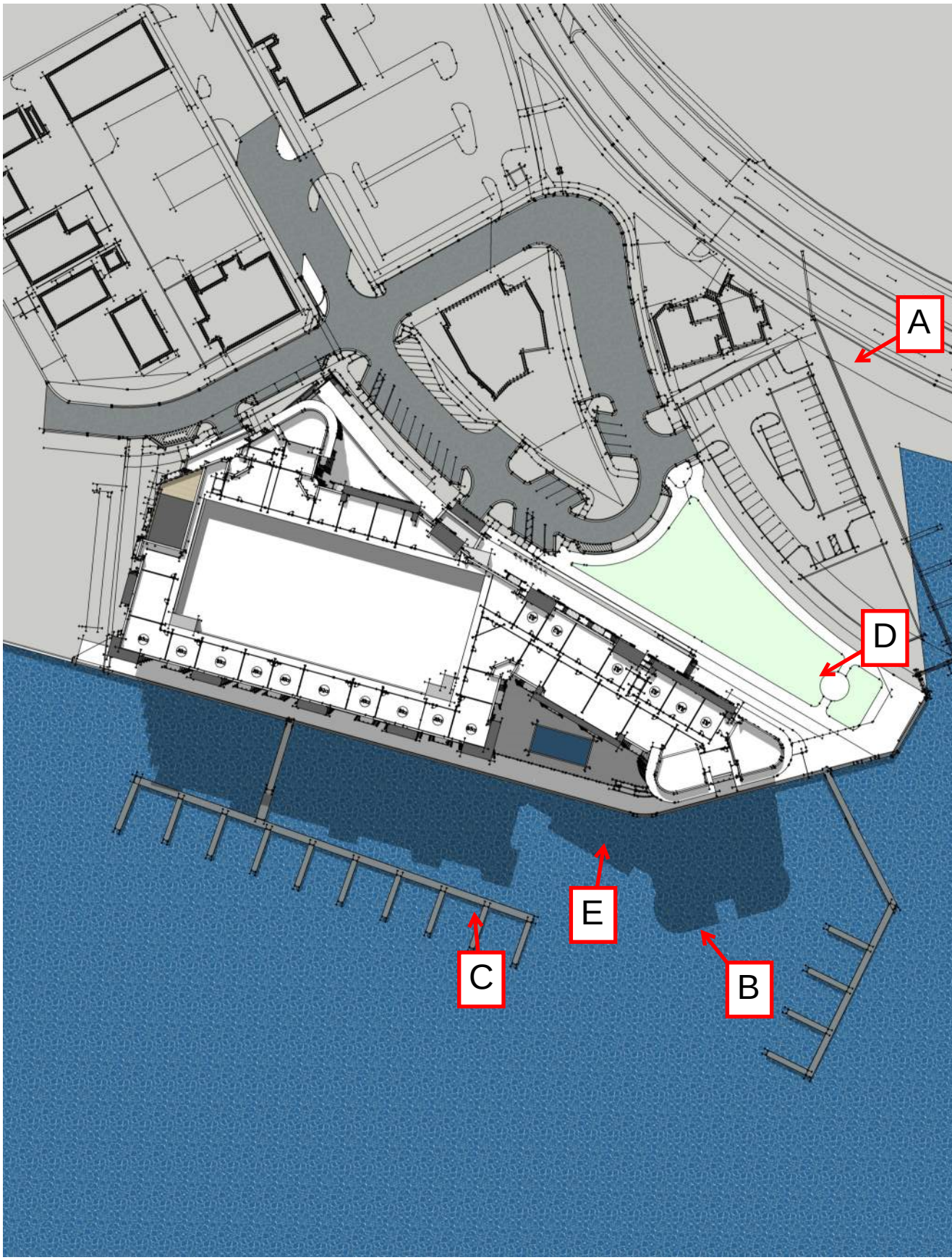
C

E

B

A

D



L R K

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407.566.2575

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LRK Project Number: 04.21021.00

Project Name:

Corey Landings

St. Pete Beach, FL

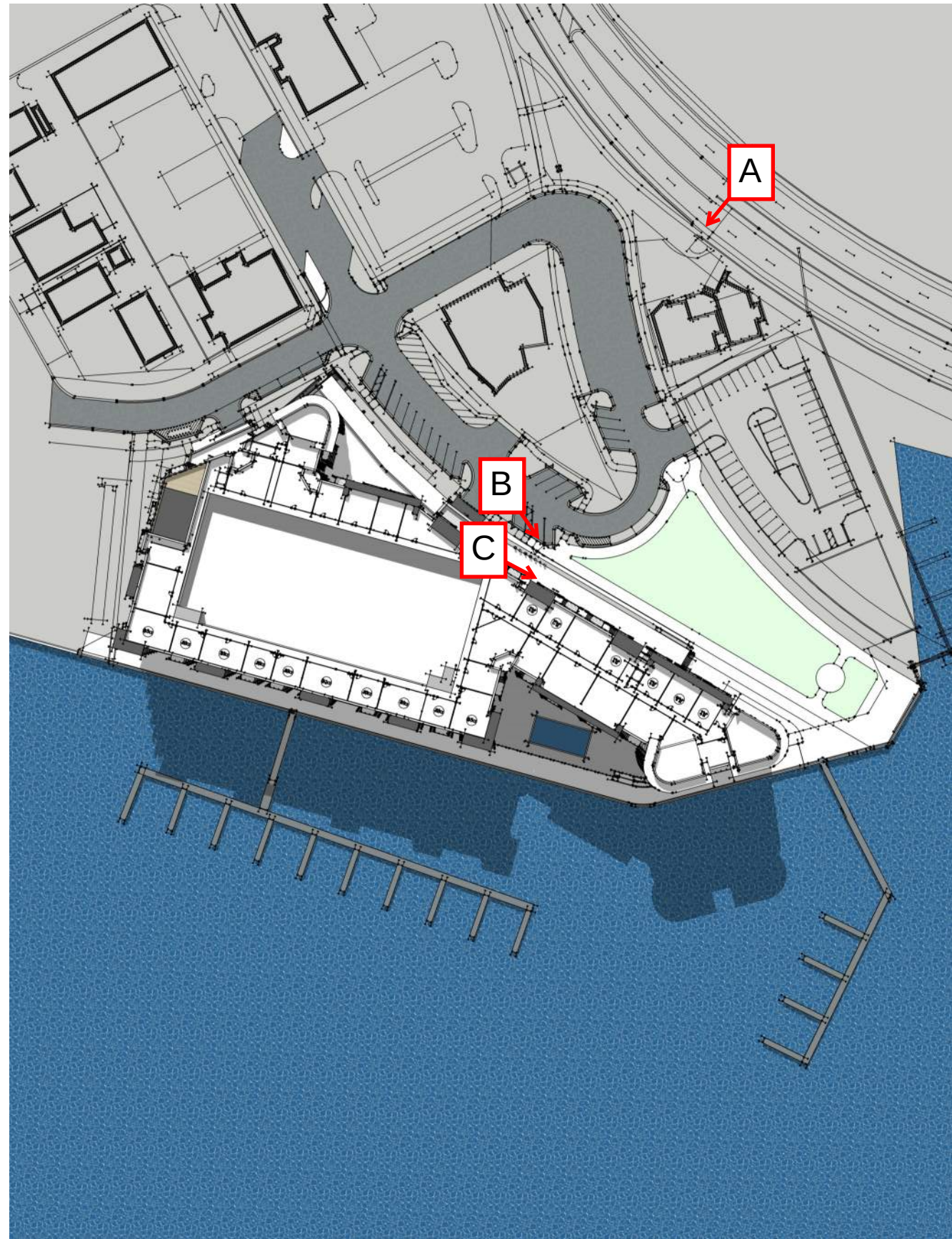
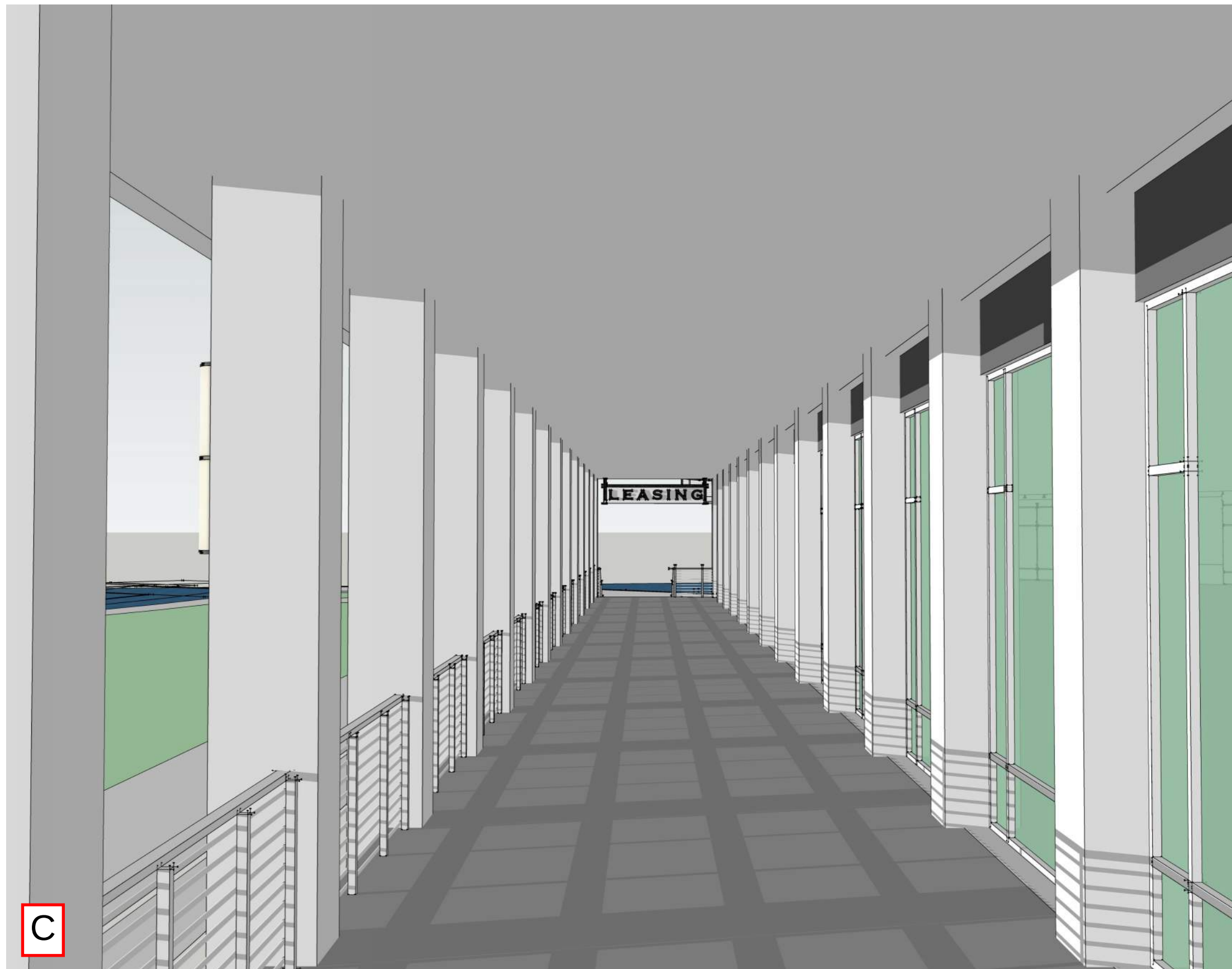
Drawing Name:

3D VIEWS

Drawn By: Author

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A902



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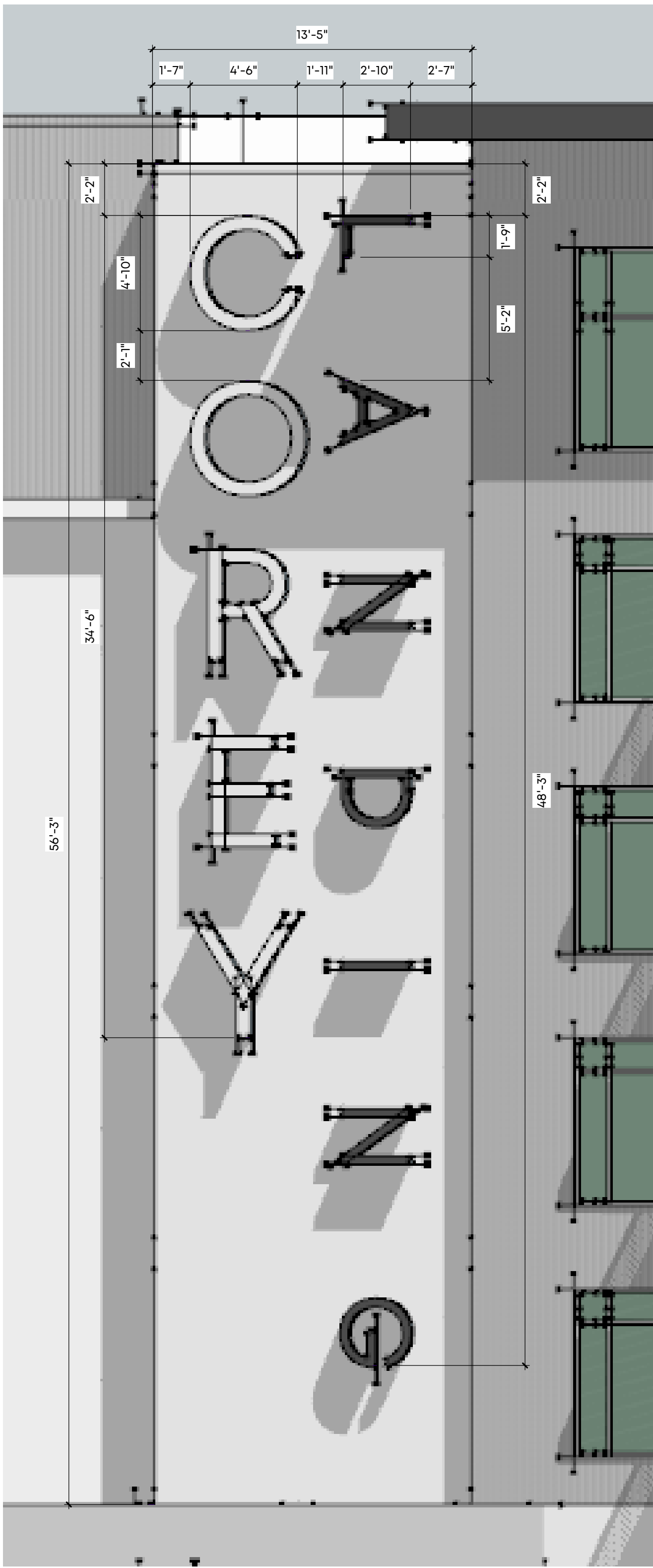
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3D VIEWS

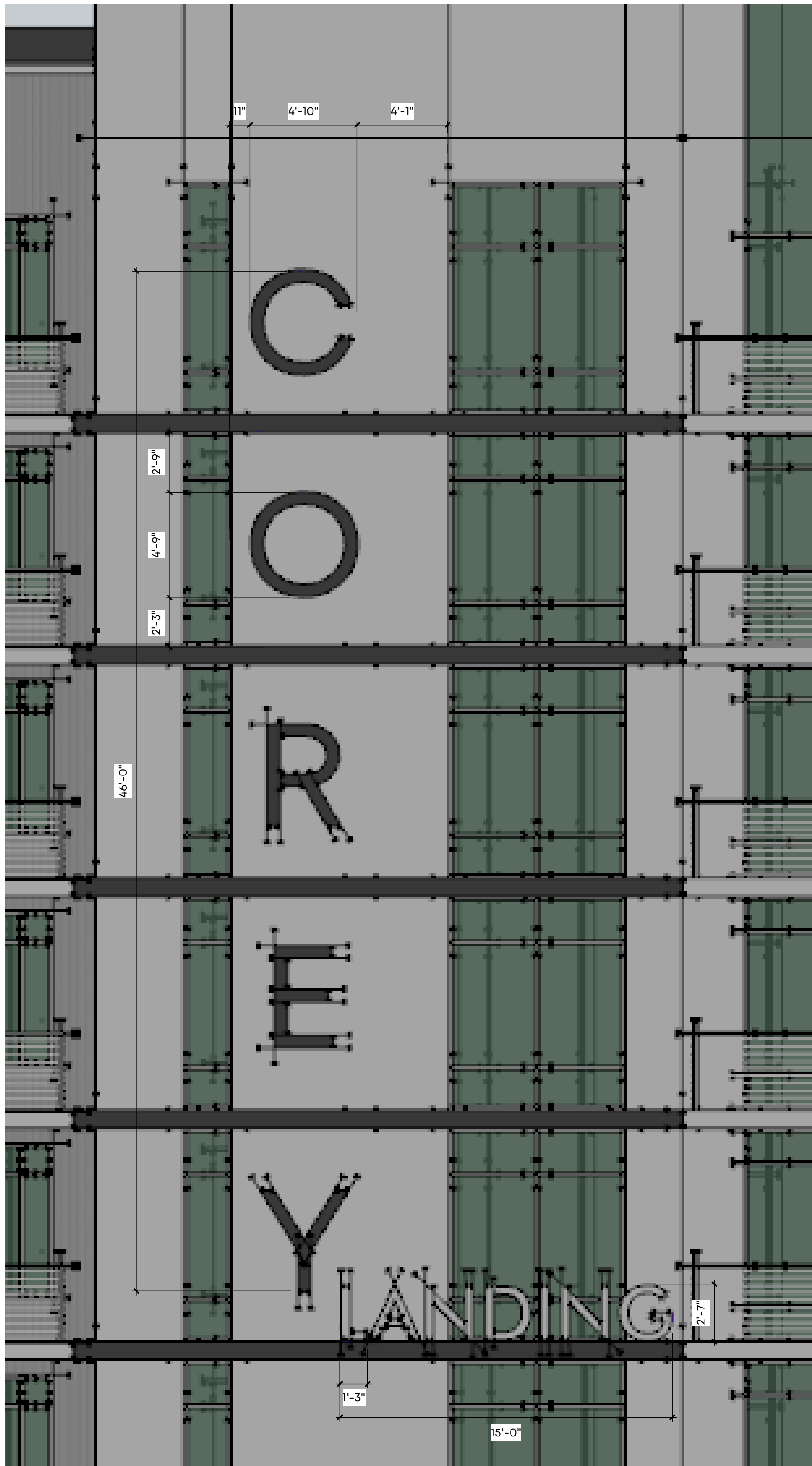
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Checked By: Checker

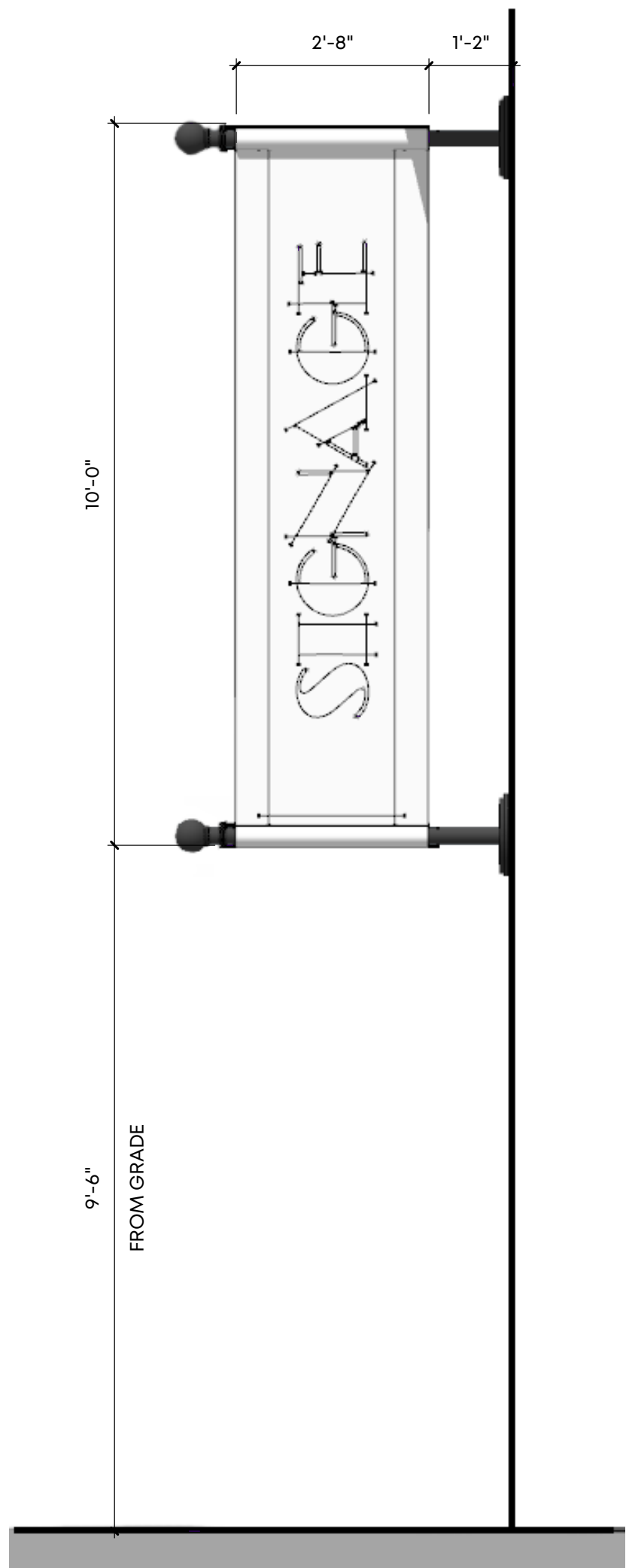
A903



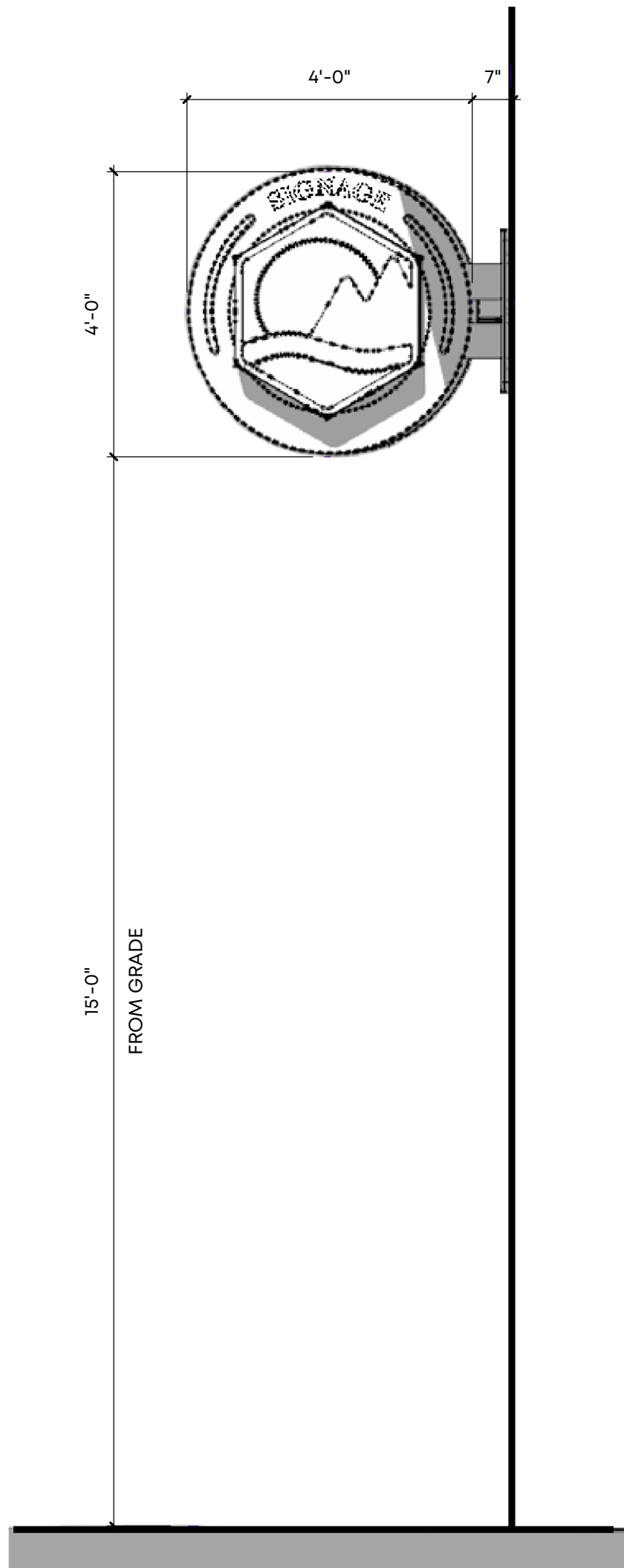
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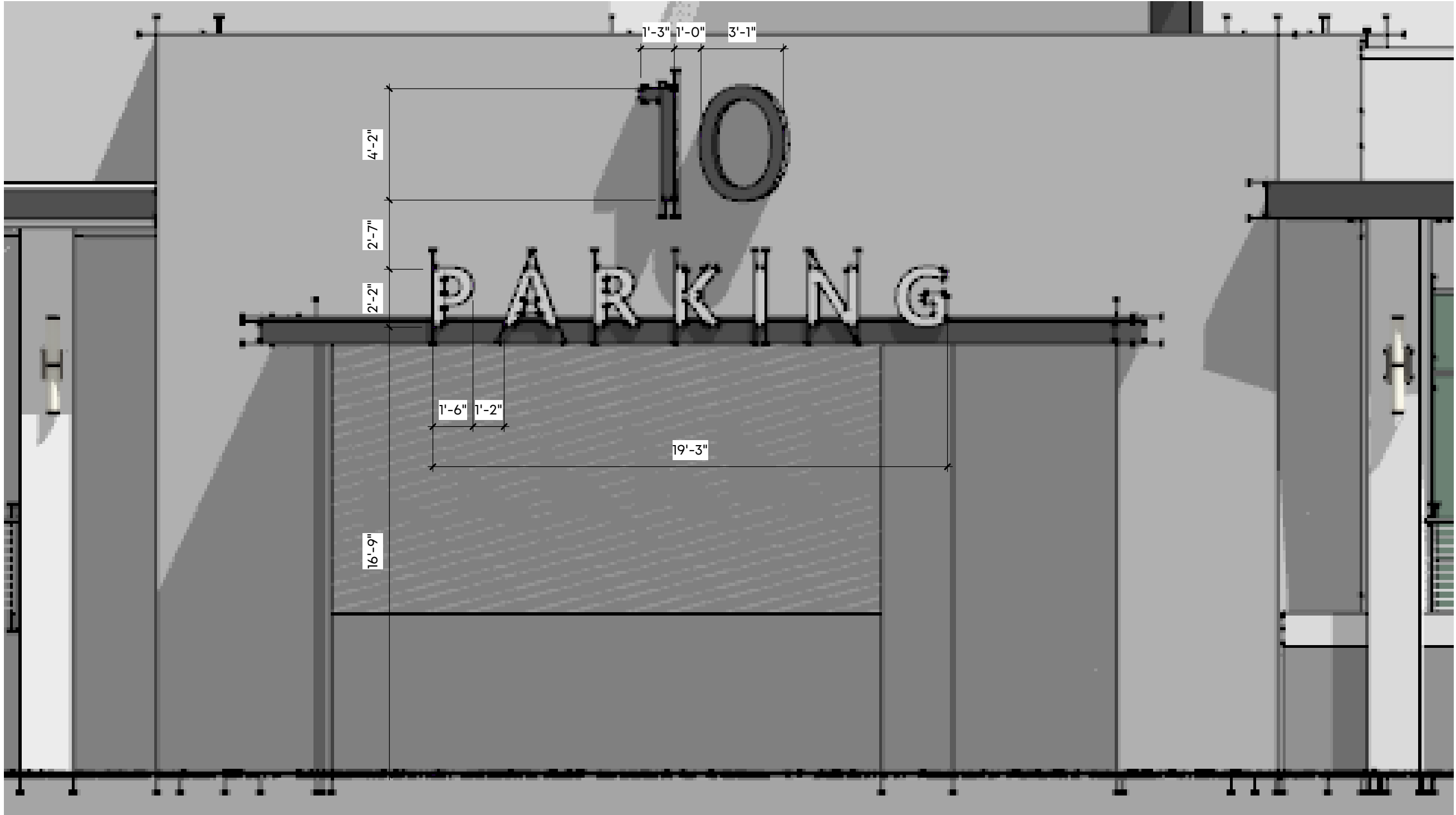
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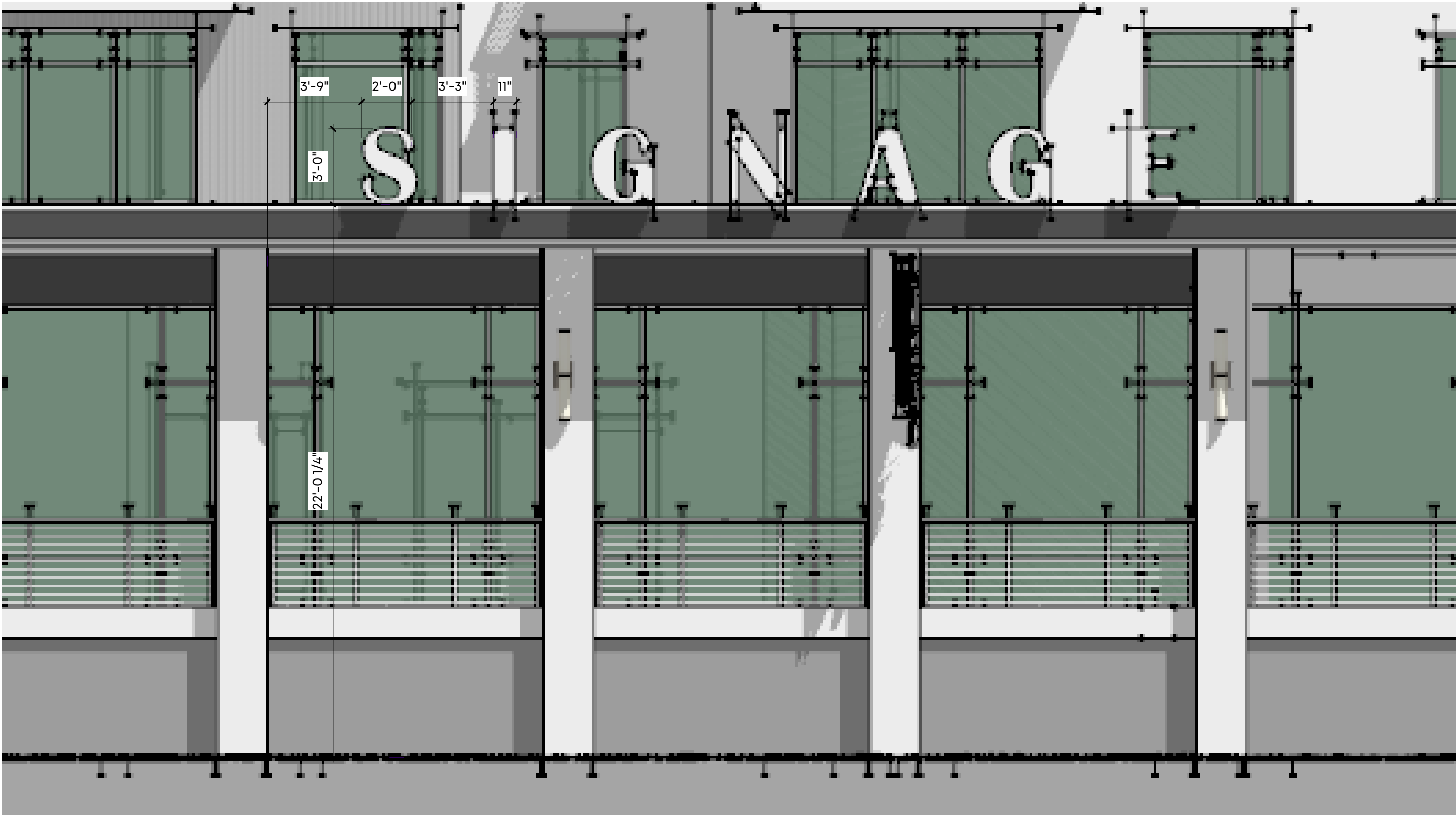
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SCALE: 1/2" = 1'-0"



4 SIGN 4
SCALE: 1/2" = 1'-0"



5 SIGN 5
SCALE: 1/4" = 1'-0"



6 SIGN 6
SCALE: 1/4" = 1'-0"



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LRK Project Number: 04.21021.00

Project Name:
Corey Landings

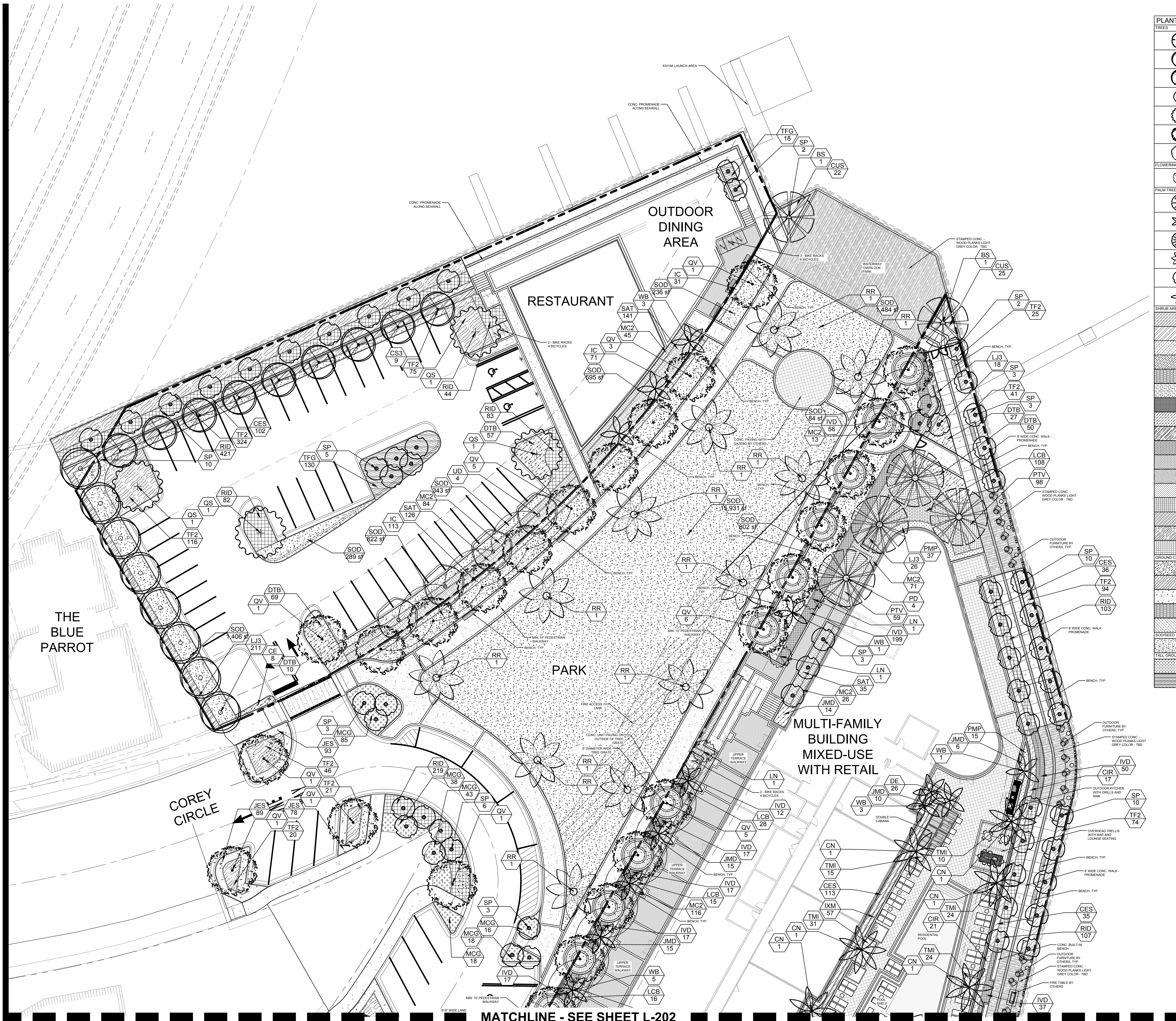
St. Pete Beach, FL

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SIGNAGE**

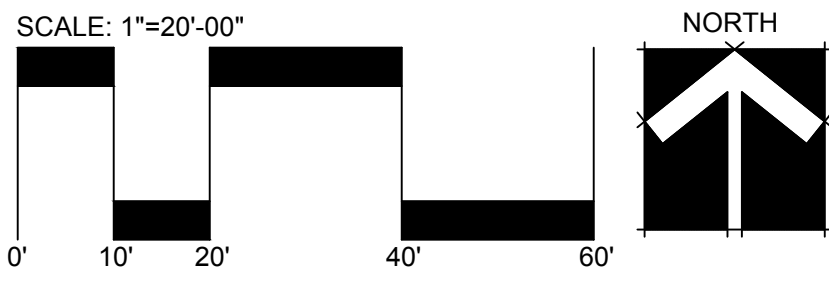
Drawn By: Author

Checked By: Checker

A904



PLANT SCHEDULE COREY LANDING		
TREES	BOTANICAL NAME	COMMON NAME
	COCOLOBA DIVERSIFOLIA	PIGEON PLUM
	CONOCARPUS ERECTUS	BUTTONWOOD
	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD
	LEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY
	QUERCUS SHUMARDII	SHUMARD RED OAK
	QUERCUS VIRGINIANA	LIVE OAK
	ULMUS PARVIFOLIA 'DRAKE'	DRAKE ELM
FLOWERING TREES	BOTANICAL NAME	COMMON NAME
	LAGERSTROEMIA INDICA 'NATCHEZ'	WHITE CRAPE MYRTLE
PALM TREES	BOTANICAL NAME	COMMON NAME
	BISMARCKIA NOBELIS 'SILVER'	SILVER BISMARCK PALM
	COCOS NUCIFERA	COCONUT PALM
	PHOENIX DACTYLIFERA 'MEDJOL'	MEDJOL DATE PALM
	ROYSTONIA REGIA	ROYAL PALM
	SABAL PALMETTO	CABBAGE PALMETTO
	WODYETIA BIFURCATA	FOXTAIL PALM
SHRUB AREAS	BOTANICAL NAME	COMMON NAME
	CHRYSOBALANUS ICADO 'REDTIP'	RED TIP COCDPLUM
	COCOLOBA UVIFERA	SEA GRAPE
	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD
	DURANTA ERECTA 'GOLD MOUND'	GOLD MOUND DURANTA
	GALPHIMIA GLAUCA	THYRALIS
	LEX CORNUATA 'CARRESSA'	CARRISSA CHINESE HOLLY
	LEX VOMITORIA 'STOKES DWARF'	DWARF YAUPOH HOLLY
	JASMINUM MULTIFLORUM	DOWNY JASMINE
	LAGUSTRUM JAPONICUM	JAPANESE PRIVET
	LOROPETALUM CHINENSE 'BLUSH'	LOROPETALUM
	MYRICANTHES FRAGRANS 'COMPACTA'	COMPACT SIMPSON'S STOPPER
	PITTOSPORUM TOBIIRA 'VARIEGATA'	VARIEGATED PITTOSPORUM
	PODOCARPUS MACROPHYLLUS	PODOCARPUS
	RAPHIOLEPIS INDICA 'DWARF'	DWARF INDIAN HAWTHORN
	SCHIEFFELERA ARBORESCOLA 'TRINETTE'	SCHIEFFELERA
	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS
	VIBURNUM SUSPENSUM	SANDANKIWA VIBURNUM
GROUND COVERS	BOTANICAL NAME	COMMON NAME
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AAAL

Architectural Alliance Landscape

2025 North Shoreline Blvd, Suite 100
St. Pete Beach, FL 33706
TEL: 727-444-8855 EMAIL: info@aaal.com

Professional Seal

Signature of Michael F. Johnson

Michael F. Johnson

2025-11-19

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05'00"

Revision Dates

SUBMITTAL SET

COREY LANDING

RAM DEVELOPMENT

ST. PETE BEACH

Sheet Description

LANDSCAPE PLAN

Release Date

11-19-2021

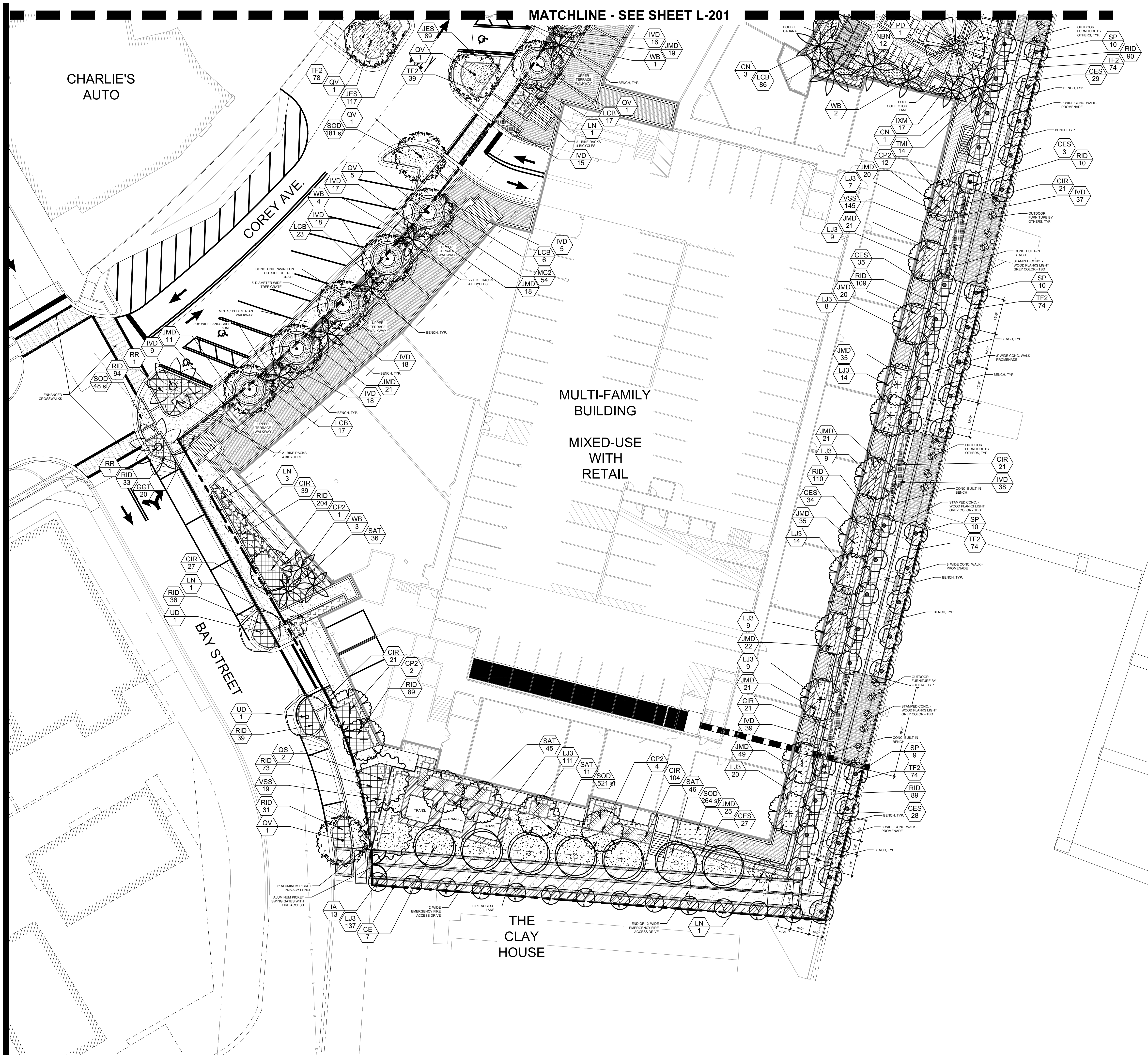
Project Number

2126B

Drawing Number

L-201

Sheet 2 of 4



PLANT SCHEDULE COREY LANDING			
TREES	BOTANICAL NAME	COMMON NAME	
	COCOLOBA DIVERSIFOLIA	PIGEON PLUM	
	CONOCARPUS ERECTUS	BUTTONWOOD	
	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	
	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	
	QUERCUS SHUMARDII	SHUMARD RED OAK	
	QUERCUS VIRGINIANA	LIVE OAK	
	ULMUS PARVIFOLIA 'DRAKE'	DRAKE ELM	
FLOWERING TREES	BOTANICAL NAME	COMMON NAME	
	LAGERSTROEMIA INDICA 'NATCHEZ'	WHITE CRAPE MYRTLE	
PALM TREES	BOTANICAL NAME	COMMON NAME	
	BISMARCKIA NOBILIS 'SILVER'	SILVER BISMARCK PALM	
	COCOS NUCIFERA	COCONUT PALM	
	PHOENIX DACTYLIFERA 'MEDJOL'	MEDJOL DATE PALM	
	ROYSTONIA REGIA	ROYAL PALM	
	SABAL PALMETTO	CABBAGE PALMETTO	
	WODYETIA EFURCATA	FOXTAIL PALM	
SHRUBS	BOTANICAL NAME	COMMON NAME	
	CHRYSOBALANUS SCADO 'REDTIP'	RED TIP COCOPLUM	
	COCOLOBA UVIFERA	SEA GRAPE	
	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	
	DURANTA ERECTA 'GOLD MOUND'	GOLD MOUND DURANTA	
	GALPHIMIA GLAUCA	THRYSALIS	
	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY	
	ILEX VOMITORIA 'STOKES DWARF'	DWARF YALPON HOLLY	
	JASMINUM MULTIFLORUM	DOWNY JASMINE	
	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	
	LOROPETALUM CHINENSE 'BLUSH'	LOROPETALUM	
	MYRSINUS FRAGRANS 'COMPACTA'	COMPACT SIMPSON'S STOPPER	
	PITISPORUM TOBIRA 'VARIAGATA'	VARIAGATED PITISPORUM	
	PODOCARPUS MACROPHYLLUS	PODOCARPUS	
	RAPUNCLEPS INDICA 'DWARF'	DWARF INDIAN HAWTHORN	
	SCHAEFFERA ARBORICOLA 'TRINETTE'	SCHAEFFERA	
	TRIPSACULUM DACTYLOIDES	PAKAHATCHEE GRASS	
	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	
GROUND COVERS	BOTANICAL NAME	COMMON NAME	
	DIANELLA TASMANICA	BLUEBERRY FLAX LILY	
	KOHA COCCINEA 'MAUI SUNSET'	MAUI SUNSET DWARF KOHA	
	JUNIPERUS CONFERTA 'EMERALD SEA'	EMERALD SEA SHORE JUNIPER	
	NEOREGELIA X BOSSA NOVA	GREEN & WHITE BROMELIAD	
	TRIMEZIA MARTINICENSIS	YELLOW WALKING IRIS	
SOILS	BOTANICAL NAME	COMMON NAME	
	STENOCTAPHYLLUM SECUNDATUM FLORITAM	FLORITAM ST. AUGUSTINE SOIL	
TALL GRASS	BOTANICAL NAME	COMMON NAME	
	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	
	TRIPSACULUM FLORIDANA	FLORIDA GAMMA GRASS	

Architectural Alliance Landscape
1101 N. W. 10th Ave., Suite 1000, Fort Lauderdale, FL 33304
TEL: 954-764-8858 EMAIL: h.hubbard@aall.com

Signature: [Signature]
Date: 2021.11.13
Title: [Title]

Revision Dates

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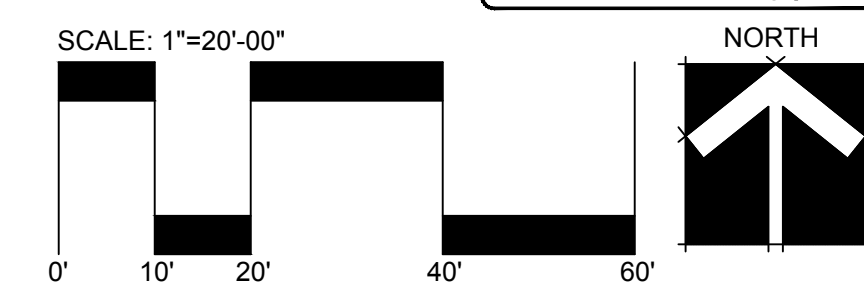
SUBMITTAL SET
COREY LANDING
RAM DEVELOPMENT
ST. PETE BEACH

Sheet Description
LANDSCAPE PLAN

Release Date
11-19-2021

Project Number
2126B

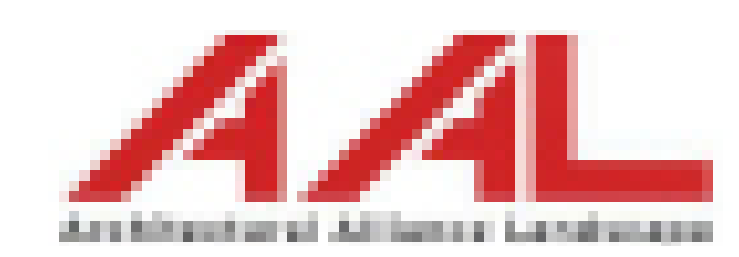
Drawing Number
L-202
Sheet 3 of 4





Corey Landing
St Pete, FL | 04.10.21.00 | 11.22.2021
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Conceptual Rendering - Aerial



Kimley»Horn

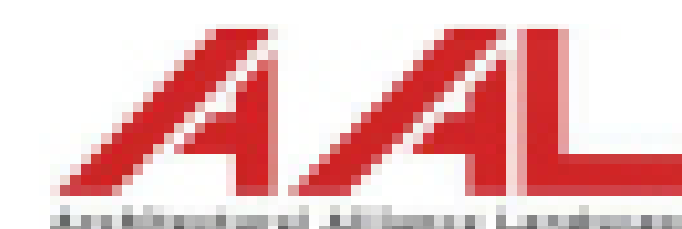
STEARNS
WEAVER
MILLER

ram
Ram Realty Advisors



Corey Landing
St Pete, FL | 04.1021.00 | 11.22.2021
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Conceptual Rendering



Kimley»Horn

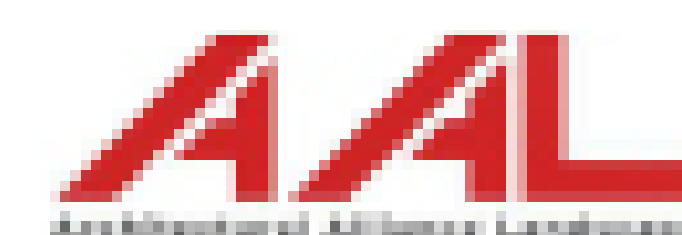






Corey Landing
St Pete, FL | 04.1021.00 | 11.22.2021
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Conceptual Rendering



Kimley»Horn



St. Pete Beach City Commission Agenda Report

Issue Considered: Resolution 2022-01: Establishing a Fund Balance Policy

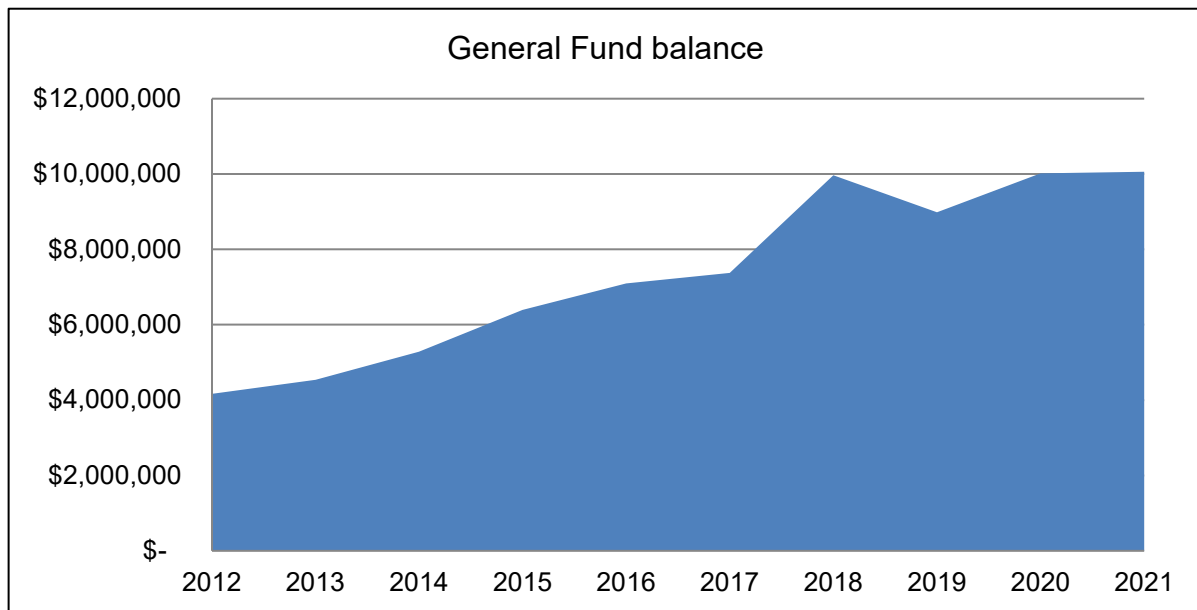
Date: January 11, 2022

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The City of St. Pete Beach currently manages working capital balances (i.e., “financial reserves”) through the annual budget adoption process. Staff recommends formalizing this process by establishing a fund balance policy, which will serve as a benchmark for the City’s long-term financial resiliency.

St. Pete Beach’s current General Fund balance is approximately \$10.06 million, equivalent to 49.4% of the General Fund operating budget. The chart below illustrates the extent to which this balance has grown over the last ten years:



The industry standard fund balance benchmark has long been established by the Government Finance Officers Association (“GFOA”). GFOA recommends – at minimum – that governments maintain fund balance equivalent to no less than two months of regular General Fund operating revenues or expenditures. This benchmark is typically referenced as a percentage of the annual operating budget (i.e., 2/12 months or 16.67%). GFOA literature frequently notes that exceptions

to the minimum are highly warranted for governments with specific vulnerabilities.

Staff completed the attached fund balance exercise, evaluating St. Pete Beach's vulnerabilities. Of particular concern were the following:

- Exposure to extreme events (e.g., hurricanes, localized flooding, sea level rise, etc.).
- Financial requirements of other operating funds, particularly Wastewater
- Funding sources for future capital projects (e.g., resiliency improvements, sub-aqueous infrastructure, etc.)

The recommended level of fund balance suggested by the exercise was 26-35%. Staff's recommendation is to therefore classify 26-35% of fund balance as "assigned", meaning it would be available specifically for the vulnerabilities cited above. Based on current balances, approximately \$6.67 million would be retained for such purposes.

Staff further recommends maintaining an additional "unassigned" balance equivalent to the GFOA minimum of 16.67%. Approximately \$3.39 million would be retained for the purposes of liquidity and financial flexibility. Anticipated uses could include:

- Land or property acquisition. As the City experiences new growth, funds may be necessary to acquire land or property to maintain level of service standards.
- Pay-as-you-go funding. Unassigned balance could be used to minimize the extent of any future long-term borrowing for infrastructure improvement projects.
- Supplemental contributions to pension systems as may be required or as may be timely depending on market conditions.
- Interfund borrowing arrangements as may be needed periodically by enterprise funds
- Accumulation of resources for self-insurance purposes
- Replenishment of assigned balances cited above

If enacted, total fund balance of approximately 49.4% or \$10.06 million would be retained, and future budget processes would prioritize maintaining rather than growing current balances. Ordinance 2022-02 on tonight's agenda, providing for supplemental budget appropriations, assumes adoption of this policy.

Funding:

N/A

Requested Motion: “I move to approve Resolution 2022-01.”

Attachments:

- Resolution 2022-01
- Fund balance exercise

**Reviewed by the
City Manager:** _____

RESOLUTION 2022-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ADOPTING A FUND BALANCE POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to preserve the City's long-term financial resiliency by establishing adequate levels of fund balance.

WHEREAS, fund balance is currently managed via the annual budget adoption process rather than formal policy.

WHEREAS, a fund balance policy is intended to identify and preserve appropriate balances to help manage the City's known and unknown financial challenges.

WHEREAS, the proposed fund balance policy reflects best management practices.

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

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

SECTION 2. The City Commission hereby adopts a fund balance policy.

SECTION 3. Fund balance is defined as total General Fund balance less non-spendable balances, restrictions, and commitments.

SECTION 4. Assigned balance is defined as the portion of net position of the General Fund that represents resources earmarked by the City for a particular purpose.

SECTION 5. Unassigned balance is defined as the difference between fund balance and the assigned component.

SECTION 6. The City will seek to maintain General Fund assigned balances equivalent to 26-35% of General Fund operating expenditures.

SECTION 7. The City will seek to maintain General Fund unassigned balances equivalent to 16.67% of General Fund operating expenditures.

SECTION 8. As balances are utilized, it shall be the policy of the City of St. Pete Beach to replenish assigned balances with unassigned balances, and to rebuild unassigned balances via the annual budget adoption process.

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

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST.
PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2022.**

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Vulnerability to Extreme Events

1. Identify Risks

What extreme events are you at risk for?

A	Hurricanes
B	Flooding, stormwater runoff, sea level rise
C	Economic downturn

2. Assess Risks

What is your vulnerability to each extreme event, given past experience?

A	High
B	High
C	Moderate

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk (i.e., manage it without reserves)

A	Resiliency improvements
B	Resiliency improvements
C	Revenue diversification

4. Considering the above, how important for you is it to retain the risks of extreme events through reserves ?

5 < Enter your score here

- 5 **Very important.** We are subject to extreme events of severe potential magnitude which would require a quick and decisive response from our government. There are few alternative risk management approaches.
- 4 **Important.** We are subject to extreme events of severe potential magnitude, but our government does not have an important disaster response role and/or we have other risk management alternatives.
- 3 **Neutral.** We do not face an unusually high or low level of risk from extreme events.
- 2 **Unimportant.** We are subject to one or two types of significant extreme events and we have other risk management options.
- 1 **Very unimportant.** We are subject to very few, if any, potential extreme events of significant potential damage

Revenue Source Stability

1. Identify Risks

What are your major revenue sources?

A	Ad valorem
B	Parking
C	Sanitary sewer fees

2. Assess Risks

How stable are your revenue sources?

A	Generally stable
B	Moderately variable (e.g., red tide, weather, etc.)
C	Moderately variable (e.g., commercial volumetric flows)

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk (i.e., manage it without reserves)

A	New development/redevelopment; millage rate
B	Generally subject to state of tourism/weather/beach conditions
C	Re-evaluation of fee structure (e.g., variable vs fixed component)

4. Considering the above, how important for you is it to retain the risks of revenue instability through reserves ?

4 < Enter your score here

- 5 **Very important.** We rely on just one or two sources of revenue, and they are unstable
- 4 **Important.** We rely on unstable sources for a significant portion of our revenue and/or have particular unstable payers as part of our tax base (e.g., sales tax from an industry with volatile sales)
- 3 **Neutral.** We do not face an unusually high or low level of risk from revenue instability
- 2 **Unimportant.** While some portion of our revenue base has instability, the majority of revenues are pretty stable.
- 1 **Very unimportant.** Our revenues are very stable and diverse.

Expenditure Volatility

1. Identify Risks

What are sources of potential expenditure spikes?

A	Unanticipated sanitary sewer repairs; sanitary sewer flows / unfavorable true up
B	Environmental - SSO penalties, hurricane damage
C	Construction related change orders

2. Assess Risks

What is the potential cost of these spikes?

A	Very high
B	High
C	Moderate

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of these potential spikes? (i.e., manage it without reserves)

A	Proactive repair/replacement, lining, reduce I&I (subject to funding availability)
B	Infrastructure improvements; resiliency improvements
C	Thorough design and engineering; consulting services throughout construction (subject to funding)

4. Considering the above, how important for you is it to retain the risks of expenditure spikes through reserves ?

5 < Enter your score here

- 5 **Very important.** There are expenditure spikes with very high potential to open a significant hole in our budget.
- 4 **Important.** We are subject to important potential expenditure spikes, such that we need reserves but we also have other risk mitigation approaches available.
- 3 **Neutral.** We do not face an unusually high or low level of risk from expenditure spikes
- 2 **Unimportant.** There are one or a few potential spikes but the risk of them occurring is low, the impact not great and/or we have other risk management options.
- 1 **Very unimportant.** We have no important risk from expenditure spikes.

Leverage

1. Identify Risks

What are major sources of leverage you are subject to?

A	Long-term debt
B	
C	

2. Assess Risks

What are the implications of leverage for the organization's financial flexibility?

A	Long-term fixed debt service obligations
B	
C	

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of leverage? (i.e., manage it without reserves)

A	Known well enough in advance to incorporate into long-term planning and budgeting
B	
C	

4. Considering the above, how important for you is it to retain the risks of leverage through reserves ?

2 < Enter your score here

- 5 **Very important.** We are subject to significant leverage and have no other risk management approach
- 4 **Important.** We are subject to significant leverage and do not have equally significant offsetting risk management approaches.
- 3 **Neutral.** We do not face an unusually high or low level of risk from leverage
- 2 **Unimportant.** We have one or two sources of leverage, but these are largely addressed with other risk management strategies.
- 1 **Very unimportant.** We have no important sources of leverage that aren't already managed with out reserves.

Liquidity

1. Identify Risks

What are your major sources of potential intra-period cash imbalances?

A	Revenue seasonality (ad valorem/stormwater assessment peaks Q1; parking receipts peak Q3)
B	Debt service payments - May and November
C	Construction related payments

2. Assess Risks

How likely are these risks to occur and what is their potential magnitude?

A	Certain
B	Certain
C	Certain

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of liquidity? (i.e., manage it without reserves)

A	Cash imbalances are well known and understood and managed via treasury solutions
B	
C	

4. Considering the above, how important for you is it to retain the risks of cash imbalances through reserves ?

< Enter your score here

- 5 **Very important.** We have very important potential intra-period imbalances with few risk management alternatives.
- 4 **Important.** We have important potential intra-period imbalances, but do have some off-setting risk management alternatives.
- 3 **Neutral.** We do not face an unusually high or low level of risk from intra-period cash imbalances.
- 2 **Unimportant.** We have some minor potential intra-period cash imbalances.
- 1 **Very unimportant.** Our cash flows are very stable.

Other Funds Dependency

1. Identify Risks

What other funds rely on the general fund for an important part of their funding?

A	80% of Capital Fund revenue and 100% of Fleet Fund revenue is derived from General Fund
B	Wastewater Fund balance is currently relatively low; could potentially require GF support for repairs
C	

2. Assess Risks

How likely is it that these funds will need the general fund to "backstop" them in an emergency?

A	Capital Fund and Fleet Fund will continue to require GF support as primary funding source
B	Wastewater Fund balance could require support in the event of major unanticipated repairs or
C	unfavorable true-up expenses

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of other funds' dependency? (i.e., manage it without reserves)

A	Net revenue rather than reserves are expected to support Capital Fund and Fleet Fund
B	Sewer fee increases would be the alternative to relying on General Fund for Wastewater
C	

4. Considering the above, how important for you is it to retain the risks of other funds through reserves ?

- | | |
|---|-------------------------|
| 4 | < Enter your score here |
|---|-------------------------|
- 5 **Very important.** A number of funds rely on the general fund for backstopping, with few, if any, risk management alternatives.
- 4 **Important.** We have at least some funds that rely on the general fund and this includes reliance for backstopping.
- 3 **Neutral.** We do not face an unusually high or low level of risk from other fund dependency.
- 2 **Unimportant.** There are a small number of funds that rely on the general fund, and the potential for the general fund to need to backstop them is small.
- 1 **Very unimportant.** No other funds rely on the general fund for backstopping.

Growth

1. Identify Risks

What are potential major sources of growth in the next three to five years?

A	Significant redevelopment and new development is highly likely
B	
C	

2. Assess Risks

What is the potential for these sources of growth to cause imbalances in the revenue received from the growth and the expenditures needed to serve it?

A	Property values are expected to increase but this will take years to achieve. Meanwhile, infrastructure
B	improvements are required to facilitate the development but the projects are funded (i.e., pump
C	station 1 and sanitary sewer expansion)

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of growth? (i.e., manage it without reserves)

A	External financing sources are expected to be sufficient
B	
C	

4. Considering the above, how important for you is it to retain the risks of growth through reserves ?

2 < Enter your score here

- 5 **Very important.** We expect significant growth with imbalances in the timing of revenues and expenditures
- 4 **Important.** We have some growth that will cause imbalances in the timing of revenues and expenditures.
- 3 **Neutral.** We do not face an unusually high or low level of risk from growth
- 2 **Unimportant.** We have a small potential for future growth and/or only minor potential imbalances in the timing between revenues and expenditures.
- 1 **Very unimportant.** We expect no growth or growth will fully pay for itself as expenditures are incurred.

Capital Projects

1. Identify Risks

What high priority capital projects don't have a funding source?

A	Seawall elevation
B	Stormwater management
C	Sub-aqueous force main

2. Assess Risks

What is the likelihood that reserves will be looked to as a funding source for the project?

A	High - likely a combination of reserves and debt
B	High - likely a combination of reserves and debt
C	High - likely a combination of reserves and debt

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of capital projects using reserves as a funding source? (i.e., manage it without reserves)

A	Managing with reserves is a priority to minimize debt obligations
B	Managing with reserves is a priority to minimize debt obligations
C	Managing with reserves is a priority to minimize debt obligations

4. Considering the above, how important for you is it to retain the risks of capital projects through reserves ?

5 < Enter your score here

- 5 **Very important.** There are very high profile projects with out a funding source and reserves are likely to be considered as a funding source.
- 4 **Important.** There are at least some high profile projects where reserves may be called upon to provide at least some of the funding.
- 3 **Neutral.** We do not face an unusually high or low level of risk from unfunded high-priority projects
- 2 **Unimportant.** High priority capital projects will probably have funding sources, if they don't already.
- 1 **Very unimportant.** All high priority capital projects have funding sources.

Guiding Your Selection of a Fund Balance Target

Step 1. Determine your total score from the risk factors

30 Your total score from the risk factors (calculated if you entered a score in other sheets)

Step 2. Preliminary Analysis

Compare your score from Step 1 to the guidelines below.

Your Score

Analytical Guidance

8 - 16

You face minimal risk to retain through reserves. Consider a target equal to the GFOA minimum recommended reserve of 16.6% of revenues/expenditures.

17-24

You face a low to moderate level of risk to retain through reserves. Consider adopting a reserve target somewhat higher than the GFOA minimum (e.g. 17-25% of revenues/expenditures). Since risk is low, do not invest excessive analytical effort in determining an exact target amount. Consider a short, informal benchmarking study with peer agencies to provide guidance.

25-31

You face a moderate to high level of risk to retain through reserves. Consider adopting a target amount of reserves significantly higher than the GFOA recommended minimum (e.g., 26 - 35%). Consider a short, informal benchmarking survey as a starting point, but then analyze your most significant risk factors to make sure they are adequately covered by what the survey suggests is reasonable.

32 - 40

You face a high level of risk to retain through reserves. Consider adopting a much higher target than the GFOA minimum (e.g., greater than 35%). Consider performing a more in-depth analysis of the risks you face to arrive at target level of reserved that provides sufficient coverage.

Step 3. Consider Impact of Government Size, Budget Practices, & Borrowing Capacity

For each driver pick which description best fits you and enter the appropriate number of points.

2 Government Size

- +2 We are under 50,000 in population
- 0 We are between 50,000 and 300,000 in population
- 4 We are over 300,000 in population

0 Budget Practices

- 3 The budget has a formal contingency beyond what is being considered for this reserve.
- 2 The budget has informal contingencies beyond what is being considered for the reserve.
- 0 The budget is lean and has no contingencies in it.

-2 Borrowing Capacity

- 3 We have excellent external and internal borrowing capacity, including a good rating, little existing debt, and political will to use it.

- 2 We have some external and/or internal borrowing capacity and political will could be mobilized to use it.
- 0 We have little or no borrowing capacity.

Step 4. Consider Impact of Commitments/Assignments, Outsider Perceptions & Political Support

Place an "X" next to each statement that applies to you.

Commitments and Assignments

☒

We have commitments or assignments that designate fund balance for uses other than retaining the types of risk described in this analysis. If so, these commitments/assignments should not be included in the total reserve used to reach your target.

Outsider Perceptions

☒

Rating agencies have given us a target level of reserve for getting a good rating. If so, use that target in place of or in addition to a benchmarking survey to provide guidance on starting point for your target.

☒

The public is likely to question reserve levels as too high. If so, be sure to document your analysis findings in the other sheets.

Political Support

☒

The governing board places great weight on the policies of comparable jurisdictions. If so, conduct a benchmarking survey that includes governments the board perceives as relevant.

☒

The board places great weight on rating agency recommendations. If so, tie the reserve target recommendation to rating agency recommendations or standards.

☒

The board places great weight on GFOA recommendations. If so, use this analysis and GFOA's Best Practices to support your recommendation.

Step 5. Putting it All Together

A. Consider your adjusted risk score and re-consult the analytical guidance.

< Your adjusted risk score (risk score modified with results from Step 3)

B. Review results of Step 4.

Review each item you checked from Step 4 and add the advice to your analytical guidance.

C. Proceed with finalizing target

Proceed with setting a final reserve target based on analytical guidance.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2022-04: Shared Parking Agreement

Date: January 11, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: To address public parking availability throughout the City, staff have identified some locations in the City that have parking lots which, when not in use for patrons of the business, can be used as public parking. To accomplish this, the code allows the City Manager to enter into shared parking agreements. Once an agreement is signed and effective, parking signs will be placed in those lots for paid parking through the parking app. The revenue share between the City and the property owners would be 50/50. City staff have approached and have agreed to partner with Bay Dermatology Real Estate St P II, LLC located at 7500 Gulf Blvd (Bank of America). We have identified 36 parking spots available for public parking, Monday - Friday 5:30-8pm and Saturday and Sundays 8a.m - 8p.m., at \$3.25/hour. The maximum amount of possible revenue generated will be \$4,270.50 a week or \$17,082 a month. There will be no meters installed; the parking app will be used at these locations.

Ordinance 82-211 Public-Private joint use parking agreement:

(a) The City Commission may, by resolution, authorize the City Manager to enter into a public-private joint use parking agreement with private businesses interested in maximizing the use of offsite parking lots during non-business hours for metered public parking.

(b) The public-private joint use agreement will allow the City to set up a mobile payment zone to be operated during non-business hours and manage the collection of meter payments during non-business hours.

(c) The revenue collected from the mobile payment zone shall be split 50/50 between the City and the private business.

(d) The private business shall be responsible for the general maintenance and upkeep of the parking lot. The City shall be responsible for litter maintenance during the period the City is engaged in managing the parking lot.

Funding: N/A

Requested Motion: "I move to adopt Resolution 2022-04."

Attachments:

1. Resolution 2022-04 - Shared Parking - Bay Dermatology Real Estate Final
2. Shared Parking Agreement 12.08.21 - Dermatology (00142781-3xE1F64)

RESOLUTION 2022-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BAY DERMATOLOGY REAL ESTATE ST P II LLC TO SHARE THE USE OF PROPERTY OWNER'S PARKING SPACES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach the City desires to utilize the Property Owner's parking spaces for public parking during non-business hours.

WHEREAS, the City's Code of Ordinances, Section 82-211 titled "Public-private joint use parking agreements" allows for the City Commission, by resolution, to authorize the City Manager to enter into a public-private joint use parking agreement with private businesses interested in maximizing the use of offsite parking lots during non-business hours for metered public parking.

WHEREAS, the revenue collected from the mobile payment zone shall be split 50/50 between the City and the private business.

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

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

SECTION 2. The City Commission hereby authorizes the City Manager to execute the shared parking agreement with Bay Dermatology Real Estate St P II, LLC.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2022.

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

CITY OF ST. PETE BEACH, FLORIDA

Shared Parking Agreement

This Shared Parking Agreement (the “Agreement”) is entered into by and between the CITY OF ST. PETE BEACH (hereinafter “City”) and Bay Dermatology Real Estate St P II, LLC (hereinafter “Property Owner”) to share the use of Property Owner’s off-street parking spaces located at 7500 Gulf Blvd St. Pete Beach, FL 33706. The City and Property Owner together shall be referred to as the “Parties.”

WHEREAS, Property Owner’s parking spaces are currently being used by them and their Tenants for their required off-street parking.

WHEREAS, the City desires to use this off-street parking during non-business hours for off-premise public parking as described in this Agreement.

WHEREAS, the parking spaces are located on the property and are identified by Pinellas County Property Appraiser as Parcel #36-31-15-77994-070-0001, #36-31-15-77994-070-0002, #36-31-15-77994-070-0003, #36-31-15-77994-070-0006 and #36-31-15-77994-070-0007. See Exhibit “A” attached and incorporated herein.

NOW THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

1. Recitals: The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records: Property Owner shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit B. **IF THE PROPERTY OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPERTY OWNERS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Term: This Agreement will be effective this ____ day of January 2022 for a term of one (1) year. This Agreement may be renewed in writing as agreed upon by both Parties.
4. Parking Spaces: The Property Owner has a total of 38 parking spaces located on the property. This Agreement is for the 32 parking spaces available during the non-business hours of Bank of America. The 32 parking spaces are located on the Property Owner’s

property, excluding the ATM dedicated parking space adjacent to the building and five (5) additional parking spaces to be reserved for Property Owner's use. The spaces are available for off-premise public parking outside business hours, which are Monday to Friday 8:00am to 5:30 pm. Specific parking spaces may be added or removed, or available times adjusted within this Agreement in writing by mutual consent of both Parties.

5. Revenue: The City will be responsible for setting and collecting parking fees during the period the parking spaces are available for public use. The City will remit 50% of the revenue to the Property Owner on a quarterly basis in an agreed upon manner. The City agrees to share usage data upon request with the Property Owner.
6. Mobile Payment: This Agreement allows the City to install a mobile payment zone to be operated during non-business hours and allows for the City to manage the collection of meter payments during non-business hours. The revenue collected from the mobile payment zone shall be split 50/50 between the City and the Property Owner.
7. Maintenance: The Property Owner will be responsible for general maintenance and upkeep for the shared parking spaces as well as ingress and egress to the parking spaces. The City will be responsible for litter maintenance of the same area during the period the City is making the parking spaces available for public use.
8. Utilities and Taxes: The Property Owner will be responsible for all utilities and taxes for the shared parking spaces.
9. Signage: The City will be responsible for the installation and maintenance of signage used for the operation of the off-premise public parking lot in consultation with the Property Owner.
10. Enforcement: The City will be responsible for enforcement of parking restrictions during the period the City is making the parking spaces available for public use. The City and the Property Owner will retain the right to tow illegally parked vehicles according to applicable regulations during their respective times of operation.
11. Cooperation: Both Parties agree to work cooperatively to maintain this shared parking and will be available to one another as needed. In lieu of recording this document in the public records of Pinellas County, Property Owner is obligated to notify the City if Property Owner intends to sell the property.
12. Restoration: The City agrees to restore the property in regard to signage to its original state upon termination of this Agreement. The City agrees to restore any additional physical alteration made to this property by its request for the purpose of shared parking upon request of the Property Owner upon the termination of this Agreement.
13. Insurance: Both Parties will maintain liability insurance for the shared parking spaces during their respective times of operation at the level that is standard for their respective

organizations.

14. Indemnification: In consideration of the payment of ten dollars as part of the compensation described herein, Property Owner shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not. Nothing herein shall be construed to modify or waive the effect of Section 768.28, Florida Statute, as amended, or the doctrine of sovereign immunity.

15. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Proposed Parking During Non-Business Hours (Exhibit "A");
- b. Florida public records law (Exhibit "B").

16. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Property Owner:

Bay Dermatology Real Estate St P II LLC
8220 US Highway 19
Port Richey, FL 34668

With Copy To:

realestate@baydermatology.com

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

cityattorney@stpetebeach.org

17. Entire Agreement: This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral.

18. Conflicts and Severability: To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

19. Jurisdiction, Venue, Attorney Fees: This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this

Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

20. Assignment: This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. Neither party shall assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the Parties.
21. Counterparts: This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
22. Amendment: This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties. This Agreement may be amended or modified only in writing signed by all Parties hereto.
23. Termination: Either Party may terminate this Agreement with 90 days written notice to the other.
24. Authority: Property Owner hereby acknowledges that the person executing this Agreement on behalf of Property Owner has the full authority to do so and to bind Property Owner to the terms hereof. Property Owner attests that the provisions of this Agreement will occur during non-business hours. Property Owner attests that they have informed their Tenants of this Agreement and their Tenants have agreed to such use. Property Owner shall provide the City with an acknowledgement from their Tenants within 30 days of the execution of this Agreement.
25. Compliance with Laws: Property owner shall at all times during the Term, comply (and shall cause its members, employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinance and regulations applicable to this Agreement, including but not limited to the City's Code of Ordinances and Land Development Code, as amended.

[Signature page to follow]

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

Bay Dermatology Real Estate St P II, LLC:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Proposed Parking During Non-Business Hours

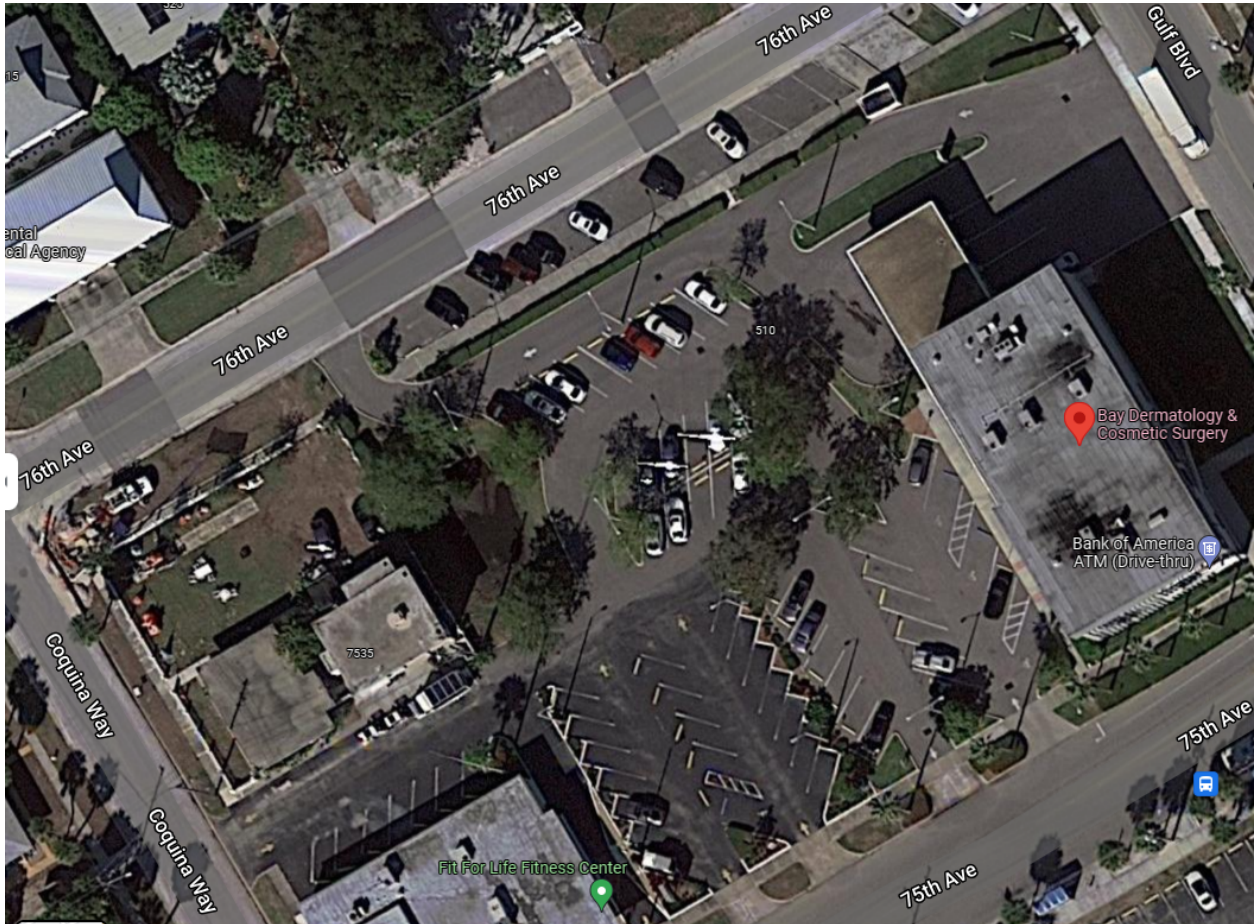


EXHIBIT “B”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.