



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, January 25, 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. Drainage and Fill Manual

b. City Hall Generator Design

c. PAG Church Event Applications PAG Church Spring Concerts on the Pavilion

4. Action Items

a. Communication Workers of America (CWA) Local 3179 Agreement

Three-year labor agreement with CWA

Action Request: Motion to authorize the City Manager to enter into an agreement with Communication Workers of America (CWA) Local 3179.

5. Ordinances -

a. First Read Ordinance 2022-04: Lobbying

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 2 – ADMINISTRATION, ARTICLE II - OFFICERS AND EMPLOYEES, DIVISION 2 - CODE OF ETHICS, ESTABLISHING SECTION 2-68 - DEFINITIONS; SECTION 2-69 - REGISTRATION OF LOBBYISTS; SECTION 2-70 – VALIDITY OF ACTION; SECTION 2-71 – RECORD KEEPING RESPONSIBILITIES; SECTION 2-72 – MAINTAINING REGISTRATIONS AND CONTACT LOGS; SECTION 2-73 – PROHIBITED CONDUCT OF CITY OFFICIALS AND EMPLOYEES; SECTION 2-74 – COMPLIANCE, PENALTIES, AND RESERVING SECTIONS 2-75 – 2-95; 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 2022-04.

b. First Read Ordinance 2022-05: Appendix A - Addition of Lobbyist Annual Registration Fee

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; AMENDING, DELETING, AND ESTABLISHING FEES AND MEMBERSHIPS; 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 2022-05.

c. First Read Ordinance 2022-02: Parks and Recreation Impact Fees

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ; PROVIDING FOR AN AMENDMENT TO APPENDIX A OF THE CODE OF ORDINANCES; IMPLEMENTING A PARKS AND RECREATION IMPACT FEE; 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 2022-02.

d. Second Read 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 adopt Ordinance 2022-01.

6. Items for Discussion -
7. City Clerk, City Manager, City Attorney and City Commission Reports -
8. 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.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Drainage and Fill Manual

Date: January 25, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a task order from Kimley-Horn and Associates, Inc. for the development of a Drainage and Fill Design Manual to provide guidance for development and re-development projects within the City regarding stormwater management. Under this task order, the City's existing stormwater code of ordinances, land development code, and comprehensive plan will be reviewed and evaluated against minimum state stormwater standards, adjacent municipality stormwater codes, and regional permitting authority standards to update and develop guidelines for use within the City of St. Pete Beach. The Manual developed under this task order will be incorporated by reference into relevant City code sections. A final Drainage Manual deliverable is anticipated in November 2022 based on the proposed schedule.

Funding: Public Works Administration - Planning & Engineering (001-6101-519-5312)

Requested Motion: I move to approve the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$44,625.00 for the development of the City's Stormwater Drainage Manual.

Attachments:

1. Task Order from Kimley-Horn
2. 2021.01.20 Schedule



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	12/09/2021
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<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
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<i>Task (Project) Name</i>	Stormwater Drainage Manual
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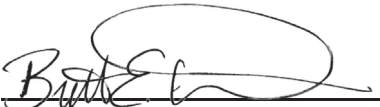
<i>Task Description (and other relevant details)</i>	Engineer will develop a stormwater drainage manual to provide guidance for development and re-development projects within the City regarding stormwater management. This IPO will review existing City stormwater code, minimum state stormwater standards, adjacent municipality stormwater code and regional permitting authority standards to develop guidelines for use within the City.
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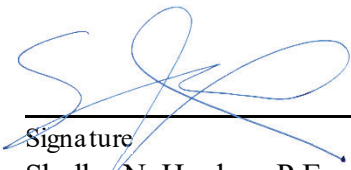
<i>Task Budget</i>	\$44,625.00
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<i>Task Proposal Due Date</i>	12/09/2021
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Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

_____	_____
Alex Rey	Date
City Manager	
City of St. Pete Beach	
	1/12/2022
Brett Warner	Date
Assistant Public Works Director	
City of St. Pete Beach	

	12/09/2021
Signature	Date
Shelby N. Hughes, P.E.	
Name	
Associate	
Title	
Kimley-Horn and Associates, Inc.	
Firm	



INDIVIDUAL PROJECT ORDER
December 9, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. (KIMLEY-HORN), and the City of St. Pete Beach (CITY) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2021, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

Land Development Code - Stormwater Drainage Manual

PROJECT UNDERSTANDING:

This individual project order is for the development of a Stormwater Drainage Manual as required for the Comprehensive Plan and Land Development Code (LDC) Regulatory Review and Update. The work to be included is described in the specific scope listed in Task 1 below.

Task 1 – Stormwater Drainage Manual

- 1.1. KIMLEY-HORN will review existing CITY stormwater standards, ordinances, basis of review, and design criteria and update as required to meet minimum state stormwater standards as well as maintain consistency with regional regulatory authority and adjacent municipality standards.
- 1.2. KIMLEY-HORN will coordinate with CITY staff on standard formatting and unique elements required for consideration in present and future conditions including:
 - stormwater master planning
 - stormwater quantity and flood control requirements
 - stormwater quality requirements
 - level of service requirements
 - green stormwater infrastructure
 - seawall elevation criteria
 - best management practices criteria
 - erosion and sediment control
 - standard drainage details
 - Development and Re-development standards (commercial, residential, government and institutional)
 - sea level rise mitigation and adaptation strategies
 - Floodplain compensation requirements related to structural and non-structural fill
 - Point source and nonpoint source discharges

- 1.3. KIMLEY-HORN will attend up to five (5) progress meetings with the CITY to review Stormwater Drainage Manual development progress, criteria, and recommendations. KIMLEY-HORN will provide draft updates to the CITY at an agreed upon schedule prior to the meetings noting all changes in strikethrough/underline format for review by the CITY prior to implementation.
- 1.4. KIMLEY-HORN will provide a final version of the Stormwater Drainage Manual incorporating all task elements listed above in PDF and Word document format for official use and publication by the CITY.

Additional Services I

Any services not specified in the above scope are considered additional services not included under this individual project order (IPO). As an amendment to this IPO or under a separate IPO agreement, KIMLEY-HORN can provide services including, but not limited to, the following:

- Public outreach meetings, workshops, public hearings and similar beyond those identified above.
- Additional revisions beyond those referenced in the above scope of services.
- Development review.
- Additional reproduction needs for draft/final documents referenced in the above scope of services.
- Development of Impact Fee Schedule.

The CITY shall provide and complete the following:

- KIMLEY-HORN shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives.
- Existing information and drawings as needed and available.
- Review and comment on the deliverables.
- Attend and participate in project meetings.

FEE AND BILLING

KIMLEY-HORN will provide the services outlined in Task 1 above for a lump sum fee as outlined below. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (KIMLEY-HORN) dated in 2021.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Stormwater Drainage Manual	\$44,625.00
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TOTAL LUMP SUM FEE	\$44,625.00
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ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the project.

OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

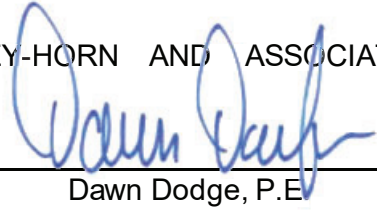
THE CITY OF ST. PETE BEACH, FLORIDA

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  _____
Dawn Dodge, P.E.

TITLE: Associate

DATE: 12/09/2021

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: St Pete Beach LDC/Comp Plan - Stormwater Drainage Manual

Project Number:

Date Prepared: 8/4/2021

Estimated By: Gregory Ashley

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description						Direct Labor (Person-Hours)						Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total	Misc. Expense (\$)
							Principal P-7/8	Senior Prof P-5/6	Prof P-3/4	Analyst P-1/2	CADD CO-5/6	Designer D7				
1	Stormwater Drainage Manual															
1.1	Data Collection and Review						20	80								
1.2	Unique Requirement Coordination						5	20								
1.3	Five (5) Progress Meetings						10	10								
1.4	Final Version Production and Submission						25	100								
	Subtotal (Hours)						0	210	0	0	0	0	0	0		\$0
	Task Total (Dollars)						\$0	\$11,550	\$33,075	\$0	\$0	\$0	\$0	\$0	\$44,625	\$0
		Project Total (Dollars)														\$0
		Project Total (Dollars)														\$44,625
		Project Total (Dollars)														\$44,625
		Project Total (Dollars)														\$44,625

St. Pete BeachStormwater Drainage Manual
Project Schedule

ID	Task Name	Start	Finish	Duration	Nov		Dec	Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	Stormwater Drainage Manual Development	Thu 1/20/22	Fri 11/25/22	222 days															
2	Data Collection and Due Diligence	Thu 1/20/22	Wed 4/13/22	60 days															
3	Stakeholder Engagement	Thu 4/14/22	Wed 5/25/22	30 days															
4	Progress Meeting #1	Thu 6/23/22	Thu 6/23/22	1 day															
5	Progress Meeting #2	Thu 7/28/22	Thu 7/28/22	1 day															
6	Progress Meeting #3	Thu 8/25/22	Thu 8/25/22	1 day															
7	Progress Meeting #4	Thu 9/29/22	Thu 9/29/22	1 day															
8	Progress Meeting #5	Thu 10/27/22	Thu 10/27/22	1 day															
9	Final Deliverable	Fri 11/25/22	Fri 11/25/22	1 day															

Kimley-Horn and Associates, Inc.
100 2nd Ave S #105n
St. Petersburg, FL 33701
727 547 3999

Revised Thu 1/20/22



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: City Hall Generator Design

Date: January 25, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: City Hall currently has a small natural gas backup generator that is only large enough to power a small portion of the building. This existing generator is primarily used to provide power to the City's network equipment in case of an outage to maintain essential City services. Recognizing the importance of City Hall as the City's Emergency Operations Center for post-event recovery, the City requested a task order from Halff Associates, Inc. for the development of design documents for the installation of an emergency backup generator large enough and resilient enough to power the entire building. The proposed task order from Halff includes the site survey, electrical and civil design document preparation for the City to procure the installation of this new generator.

Funding: CIP - Generator Power (301-8000-590-0029)

Requested Motion: I move to approve the task order under the Continuing Engineering Services Contract with Halff Associates, Inc., in the amount of \$38,885.00 for the City Hall Generator Design.

Attachments: 1. Task Order from Halff Associates, Inc.



November 1, 2021

Mr. Brett E. Warner, PE
Assistant Public Works Director
City of St. Pete Beach
Public Works Department
155 Corey Avenue
St. Pete Beach, FL 33706

RE: City Hall Generator Installation
TO #2022-02
City of St. Pete Beach, Florida

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #2022-02 to provide the City of St. Pete Beach (CLIENT) with the professional engineering services for the installation of a new gas powered emergency power generator. These services and scope will be in compliance with the January 2021 Continuing Services Contract between the CLIENT and Halff.

To assist with this task order Halff will retain the following sub consultants:

- Dennis J. Benham – Topographic Surveying
- Emerald Engineering, Inc. - Electrical
- Billerreinhart – Structural

Upon your review we welcome any questions, otherwise please return the executed Task Order Form attached.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "H. Phillip Keyes".

H. Phillip Keyes, PE
Vice President, Public Infrastructure

Attachments

Cc: 042109.015



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	September 13, 2021
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<i>Firm Selected for Task</i>	Halff Associates, Inc.
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<i>Task (Project) Name</i>	City Hall Generator Installation
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<i>Task Description (and other relevant details)</i>	Provide design and permitting services for the installation of a new emergency power generator at the City Hall and provide construction plans. The tasks included in the scope of work include: 1. Subconsultant Coordination 2. Topographic Survey 3. Civil, Electric and Structural design 4. Utility Coordination 5. Construction Plans 60% and Final Deliverables 6. Opinion of Probable Construction Cost 7. Permitting
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<i>Task Budget</i>	\$38,885.00
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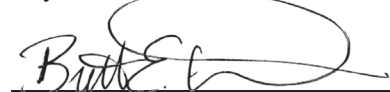
<i>Task Proposal Due Date</i>	November 3, 2021
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Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order: 2022-02

Alex Rey
City Manager
City of St. Pete Beach

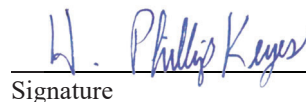
Date



Brett Warner
Assistant Public Works Director
City of St. Pete Beach

1/12/2022

Date



Signature

11/1/21

Date

H. Phillip Keyes, PE

Vice President – Public Infrastructure

Halff Associates, Inc.



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order #2022-02

Mr. Brett E. Warner, PE
Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwarner@stpetebeach.org

November 1, 2021
042109.015

RE: CITY HALL GENERATOR INSTALLATION

Site Location

County: Pinellas County
Latitude: 27.7439

State: Florida
Longitude: -82.7474

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #2022-02 which is to provide the City of St. Pete Beach (CLIENT) with design services for the installation of a new generator to provide back up power for City Hall. This Task Order will be consistent with the terms and conditions associated with the January 2021 Continuing Services Contract for Subconsultant Professional Design Services. The project area is shown on Attachment A.

1. Subconsultant Coordination

To assist with this task order Halff will retain the following sub consultants:

- Dennis J. Benham – Topographic Surveying
- Emerald Engineering, Inc. - Electrical
- Billerreinhart – Structural

Halff will coordinate the services of the subconsultants identified in this scope. Subconsultant Professional Service Fees are included in this budget. One site visit (kickoff meeting) is included in this task.

2. Topography Survey

A design level special purpose survey will be developed for the project area identified in Attachment A. The survey will be at a vertical accuracy necessary to provide an understanding of the direction of existing surface drainage patterns. This survey will also identify all visible above grade indicators of existing utilities as well as invert/size/material of gravity piping (when readily accessible). This scope is based on the understanding that the City will field locate and mark its facilities and request the same from any utility franchises located within the project limits prior to initiation of field survey.

This survey will be performed under the direct supervision of a Licensed Florida Professional Surveyor and Mapper. Surveys will be prepared in accordance with the Standards of Practice per the Florida Board of Professional Surveyors and Mappers. The survey will be prepared in State Plane Coordinates (NAD 83) and NAVD 88 vertical datum. The topographic survey sub consultant proposal is attached.

3. Electrical

Electrical design documents will be provided for a permanently installed generator connected to the buildings existing transfer switch. A more detailed scope of work for the electrical services is attached. Deliverables will be signed and sealed by a Florida licensed Professional Engineer.

4. Structural

Structural design documents will be provided for the generator foundation and walls. The structural sub consultant fee proposal is attached. Deliverables will be signed and sealed by a Florida licensed Professional Engineer.

5. Utility Coordination

Coordinate with other public and private utility owners including cable, telephone, CMU, power, and gas regarding the location of their facilities in the project area. Note, it may be possible that not all utility providers will respond in a timely manner, in which the City will be notified and be able to direct Halff accordingly.

6. Design Drawings & Opinion of Probable Construction Cost

Halff will prepare the appropriate design drawings and technical specifications for a permanently installed generator to serve the City Hall building. A list of anticipated drawing sheets is as follows:

- a. Cover Sheet
- b. General Notes
- c. Civil Technical Specifications
- d. Existing Conditions Plan
- e. Demolition/Erosion Control Plan
- f. Gas utility plan
- g. Electrical Drawings and Technical Specifications
- h. Structural Drawings and Technical Specifications

Deliverables

Halff will provide 30% and Final plans to the City for review. Comments from the 30% review will be incorporated in the Final submittal. One (1) PDF electronic copy will be provided for each submittal. The final submittal documents will be signed and sealed. A preliminary Opinion of Probable Construction Costs (OPCC) will be provided along with the 30% Plan Submittal as well as with the Final Plan Submittal. Note that due to ongoing changes in material and labor costs the OPCC is subject to final contractor pricing. The CAD file of the plans will also be provided with the final submittal.

7. Permitting

This scope is based on the understanding that an Environmental Resource Permit will not be required for this project. Halff will submit a set of final design drawings to SWFWMD in order to obtain verification of exemption status. Coordination with the City's Floodplain coordinator is also included with this task. Any other permitting efforts are excluded from the scope of work.

The City is responsible for direct payment of any permit review fees, public noticing cost, or any other direct regulatory cost for acquiring permits and permit exemption verifications.

Deliverables

PDF's of any permit agency correspondence will be provided.

8. QA/QC

Halff will provide an internal QA/QC prior to submittal of all deliverables and will provide evidence to the City when requested.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Schedule

Upon receipt of a fully executed copy of this Task Order, Halff shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder:

Task	Task Duration (Weeks)	Total Weeks After NTP
Coordination and Kick Off	1	1
Topographic Survey	1	2
30% Construction Plans and OPCC	3	5
City Review	2	7
Final Construction Plans and OPCC	3	10
City Review	1	11
Permitting	2	13

Fee

The fee breakdown for developing the project is as follows:

		Sr. Proj. Manager/ QA/QC	Project Engineer	Engineering Intern	Designer	Admin Assistant	Lump Sum
Task	Description	\$225.00	\$140.00	\$105.00	\$80.00	\$75.00	
Prime Consultant Fees (HALFF)							
1	Subconsultant Coordination	8	4			4	\$2,660.00
5	Utility Coordination	1	2	4			\$925.00
6a	30% Construction Plans & OPCC	2	8	16		2	\$3,400.00
6b	Final Construction Plans & OPCC	2	4	8		2	\$2,000.00
7	Permitting	1	1	4		2	\$935.00
8	QA/QC	6	1	1			\$1,595.00
Subconsultant Fees							
2	Topographic Survey						\$1,500.00
3	Electrical						\$10,500.00
4	Structural						\$15,370.00
Reimbursable Fees							\$0.00
	Total						\$38,885.00

Notes:

1. The proposed fees are valid and assume this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 90 days.
2. Items indicated as "If Necessary" are phases that may be omitted based upon the CLIENT and/or agency.
3. The Lump Sum Fee will not exceed the proposed amount without City written approval.

Supplemental Services

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services and which are agreed to be performed by Halff by written addenda to this Agreement shall be considered Supplemental Services for which the CLIENT shall compensate Halff at an agreed upon lump sum fee or the Halff current hourly rates for the actual personnel involved in the tasks.

Halff Associates, Inc.



H. Phillip Keyes, PE
Vice President, Public Infrastructure

11/1/21

Date



Bruce T. Kaschyk, AICP
Sr. Vice President
Tampa Operations Manager

11/1/21

Date

Accepted By:

CLIENT Signature

Date

Typed/Printed Name and Title

Attachment A



The information contained in this map is offered as is with no claim or warranty as to its accuracy or completeness. The maps are for reference only and should not be considered to be of survey precision.



1000 N. Ashley Drive,
Suite 900
Tampa, FL 33602
813.620.4500



0 25 50 100 FEET

1 IN. = 100 FT.

Attachment A Location Map

ST. PETE BEACH
CITY HALL

Subconsultant Backup

From: [Keyes, H. Phillip](#)
To: [Serbia, Antonio](#)
Subject: FW: ST PETE CITY HALL ADDITION TOPO
Date: Thursday, October 21, 2021 4:24:02 PM

fyi

H. Phillip Keyes, PE
Vice President, Public Infrastructure
Halff Associates, Inc.

O: (813) 331-0952

C: (727) 698-3872



[Halff.com](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: djbenham@yahoo.com <djbenham@yahoo.com>
Sent: Thursday, October 21, 2021 4:17 PM
To: Keyes, H. Phillip <pKeyes@Halff.com>
Subject: ST PETE CITY HALL ADDITION TOPO

WE have come up with an additional fee \$1500 to locate improvements, trees etc between the west side of the city hall building and the center line of the adjacent street

September 22, 2021

H. Phillip Keyes, PE
Halff Associates, Inc
1000 N. Ashley Drive,
Suite 900,
Tampa, Florida 33602

RE: City Hall generator addition, St. Pete Beach, Florida

Dear Phillip,

We are pleased to submit this proposal for Electrical Engineering design services for the above referenced project.

Project Scope

The project scope consists of designing an permanently installed emergency generator. The generator will be connected to the buildings existing transfer switch.

Design Services

- We understand the project design deliverables shall include construction documents. With milestone reviews consisting of a design development submittal and final construction drawings.
- Electrical engineering related to generator integration to existing building electrical distribution system. Generator will be classified optional standby.
- Drawings shall be produced using Autodesk AutoCad software.
- We shall produce digital PDF files of the documents and specifications for all issued drawings.
- We shall produce the construction documents and sign and seal drawings in the format and quantity needed for permit submittal as required by the local authority.
- Specifications will be on the drawings.

Construction Administration Services

- We shall review submittals as required.
- We shall review all RFI's and respond as required.
- We shall provide phone consultation during the construction process.
- Rough in site visit.
- Final punch.

Services Not Included

- Life cycle costs.
- Value engineering after bids are awarded. We will assist in developing add/deduct alternates prior to bid.
- Additional site visits as requested by the owner or required by the contractor's failure to comply with the contract documents, codes or to meet the construction schedule.
- Green Building Design or LEED certification.
- Energy modeling.
- Designs for wiring of security, and card access systems. Back boxes and raceways to accommodate these systems, as well as telephone/data/CATV wiring, are included in the base fee.
- Lightning Protection design.
- UPS and related power distribution Design.
- Site Lighting.
- Mechanical Engineering.
- Fire Protection Engineering.
- Weekly project meetings.
- Life safety generator design.
- Structural engineering.

Project Compensation

Construction Documents:	\$10,500.00
Construction Administration:	\$2,500.00

Additional Compensation

For all additional or optional services not included in the base proposal, our compensation shall be on an hourly basis or a negotiated fixed fee. All additional services shall be pre-approved in writing before we proceed.

1. Principal	\$150.00/hr
2. Project Manager	\$125.00/hr
3. Designer	\$110.00/hr
4. Cad Technician	\$70.00/hr
5. Clerical/Administration	\$50.00/hr

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a

written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF EMERALD ENGINEERING, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by mediation or arbitration, the term "prevailing party" shall be determined by that same process.

We prefer to work under a standard AIA contract. Thank you for considering us for these services and we look forward to working with you on this project. Please feel free to call me if you have any questions.

Sincerely,

Ralph Elenbaum

Ralph Elenbaum
Senior Project Manager

From: [Austin Getgen](#)
To: [Keyes, H. Phillip](#)
Subject: City of Saint Pete Beach Generator Retaining Wall, slab, and stair design
Date: Wednesday, October 20, 2021 2:34:40 PM
Attachments: [ATT00001.png](#)
[ATT00002.jpg](#)
[ATT00003.png](#)
[ATT00004.png](#)
[ATT00005.png](#)
[ATT00006.png](#)
[ATT00007.png](#)
[ATT00008.png](#)

Phillip,

For the Design of the retaining wall, slab, and stair as we discussed on Friday October 15 our cost would be as follows:

\$15,370 for Design of the Construction Documents, with a recommended budget of approximately \$4000 for Bidding and Negotiations, and \$5000 for Construction Services.

Please let me know if this is acceptable and I can generate a formal proposal outlining our scope of work for the above cost.

Thank you,

Austin Getgen, PE | Senior Structural Engineer
agetgen@billerreinhardt.com

TAMPA | ST. PETERSBURG | FT. LAUDERDALE | SARASOTA

855.482.7655 - Toll Free
www.billerreinhardt.com

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: PAG Church Event Applications

Date: January 25, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: The PAG Beach Community Church is requesting temporary street closure for (2) spring concerts on Thursdays, February 24 and April 7, 2022, from 4-9pm. The request includes a street closure of 16th from Pass-a-Grille Way and Gulf Way from 4-9pm. City staff is requesting that this annual event be approved by the Commission for this year and upcoming years if no changes are requested other than the dates.

Funding: N/A

Requested Motion: I move to approve the special event application and street closure for Pass-a-Grille Beach Community Church for February 24 and April 7, 2022.

Attachments: 1. PAG community church event application 2022



City of St. Pete Beach Event Application 2020

Applicant

Name of Applicant: Keith Haemmelmann Title (If applicable): Senior Pastor

Name of Organization (if applicable): PASS-A-GRILLE Beach Community Church

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

Mailing Address: 107 16th Ave SPB FL 33706

Cell Phone: 727-366-0870 Email: admin@pagchurch.org

Event Information

Event Title: Spring Concerts on the Pavilion Event/Organization Web Address: _____

Event Location(s): PAG Church 107 16th Ave SPB FL 33706

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>2/24/22</u>	<u>Thursday</u>	<u>4 pm</u>	<u>9 pm</u>
<u>4/7/22</u>	<u>Thursday</u>	<u>4 pm</u>	<u>9 pm</u>

Set Up Date(s): 2/24/22 & 4/7/22 Time(s) 4 pm to 9 pm

Cleanup Date(s): 2/24/22 & 4/7/22 Time(s) 4 pm to 9 pm

Description of Event: Concert on the Pavilion facing 16th Ave
for approx. 100 people

Will this be an Annual Event? ☐ Yes ☒ No If yes, next year's date(s): _____

Event Logistics

Estimated Attendance

(includes event crew, participants, and spectators)

100

This Year

N/A

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours):	\$50.00
Special event fire vehicle per hour per vehicle (minimum of 3 hours):	\$25.00

List all event activities: concertElectricity Needed ☐ Yes ☒ No Source: _____Will portable restrooms be used? ☐ Yes ☒ No If yes (include on site plan): One ADA compliant toilet for every 10 per locationWill Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____Entertainment (Detail type, bands, DJs, dancers, clowns, etc) BandsParking Plan (please be detailed and include on site map): Church parking lot and/or metered street parking**Food and Beverage:**Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No AlcoholWill there be food trucks? ☐ Yes ☒ No

If yes, please list the truck/trailer vendors

1. _____
2. _____
3. _____
4. _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer

List all other vendors (art, crafts, clothes, etc) none

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: Please list number of tents and size of each and include location on the site plan.

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan.

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FFPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No
If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
<u>16th Ave</u>	<u>Pass-A-Grille Way</u>	<u>Gulf way</u>	<u>2/24/22</u>	<u>4pm-9pm</u>
<u>16th Ave</u>	<u>Pass-A-Grille Way</u>	<u>Gulf way</u>	<u>4/7/22</u>	<u>4pm-9pm</u>

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

None

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

4 Barricades

 Cones

 Trash Bins

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

Keith Haemmelmann
Print Name

[Signature]
Signature

Pass-A-Ride Beach Community Church
Corporation Name (if applicable)

2/19/22
Date

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15.

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)

City of St. Pete Beach Event Application Checklist

Please Include:

- ☐ Site Plan: Maximum Size of 8.5" x 11" including the following information
 - ☐ Location of food vendor area (s)
 - ☐ Tent locations and sizes
 - ☐ Location of food truck/trailers
 - ☐ Location of stage
 - ☐ Fuel storage/dispensing areas
 - ☐ Emergency access routes for LEO and Fire
 - ☐ Location of vending booths
 - ☐ Location of fire extinguishers & other life safety equipment
 - ☐ Description of sound amplification facilities or equipment
 - ☐ Location of alcoholic beverage consumption areas and vending
 - ☐ Location of Generators
 - ☐ Identify any fences/gates around the event
 - ☐ Table, chair and equipment layout
 - ☐ Location of portable restrooms
 - ☐ Location of designated protest area (if applicable)
- ☐ Traffic & Parking Plan w Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.
- ☐ Public Health Plan: Address plans for hand washing, signs and messaging regarding public health (social distancing, wash hands etc), face coverings, cleaning, disinfection, food service, shared objects and adequate supplies like soap, water, hand sanitizer containing at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch trash cans.
- ☐ Safety Plan that includes vendor load in and out times
- ☐ Certificate of Insurance
- ☐ Copy of Impact Letter if closing streets for an event
- ☐ Written authorization from all private properties that are included in the event plan
- ☐ Outdoor Cooking Permit Application (if applicable)
- ☐ Temporary Structure Permit Application (if applicable)
- ☐ Building Permit Application (if applicable for stages)
- ☐ Vehicle on the Beach Permit Application (if applicable)
- ☐ Beach Fire Permit Application (if applicable)
- ☐ Tax Exempt Documentation (if applicable)
- ☐ Non-Profit Documentation (if applicable)

Please send completed application to:

City of St. Pete Beach

Jennifer McMahon, Parks and Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org

727-363-9274 or fax at 727-363-9246



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012683872C-O	09/30/2017	09/30/2022	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PASS A GRILLE BEACH COMMUNITY
CHURCH INC
107 16TH AVF
ST PETERS BEACH FL 33706-4211

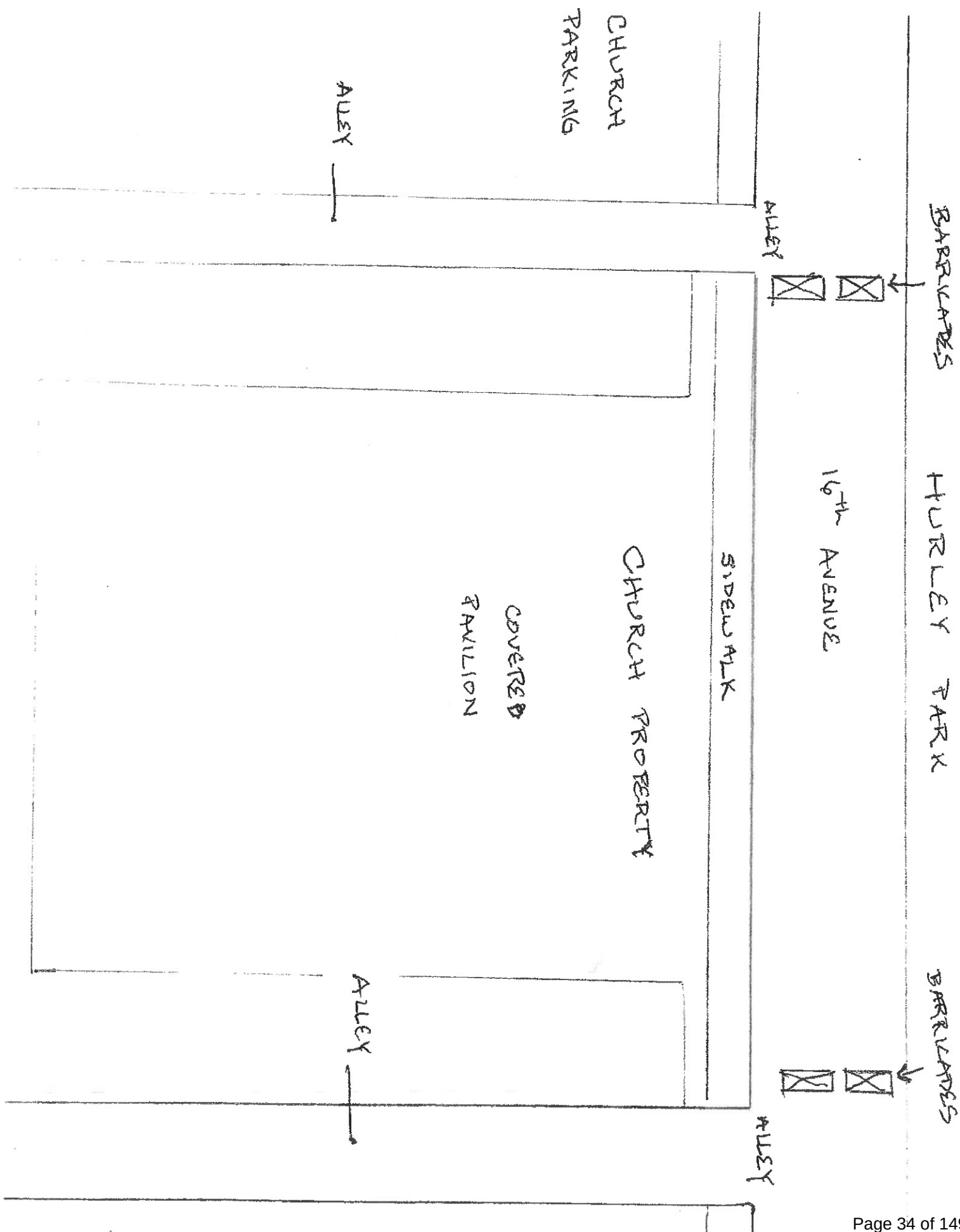
is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC One South Jefferson Street Roanoke VA 24011	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED U006500 Pass-A-Grille Beach Community Church 107 Sixteenth Avenue St. Pete Beach, FL 33706	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	19437
	INSURER B: Lexington Insurance Company	19437
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 260736664

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		011971558 048409888	1/1/2022 1/1/2022	1/1/2023 1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please contact your Insurance Board Agent, United Church Insurance Services at 877-597-8247 for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

RE: Spring Concerts

Dates: 2/24/22 AND 4/7/22

CERTIFICATE HOLDER**CANCELLATION**

City of St. Pete Beach City Hall 155 Corey Ave St. Pete Beach FL 33706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Hendrie Perry</i>
---	---

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St. Pete Beach City Commission Agenda Report

Issue Considered: Authorization to enter into a three-year labor agreement with the Communication Workers of America (CWA) Local 3179

Date: January 25, 2022

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: Staff began negotiations with the CWA labor union in September 2021 and reached tentative agreement on a new contract in December. Following is a summary of the substantive changes:

- Formal agreement on merit-based promotion standards for CWA employees. Clear metrics have been incorporated to provide incentives for high performance. Employees in “Level 1” maintenance positions will be eligible for promotion to “Level 2” maintenance positions upon attainment of two consecutive years of superior performance. Employees can then be promoted to “Level 3” positions following two more years of superior performance and the attainment of specific trade certification(s).
- The General Employees’ Pension System will be closed to new members. New employees will participate in the City’s defined contribution 401(a) plan.
- As encouraged by the American Rescue Plan Act (ARPA), federal funding will be used for one-time employee bonuses. Full-time CWA employees will receive a \$2,000 non-pensionable bonus. Regular part-time CWA employees will receive a \$1,000 non-pensionable bonus.
- Addition of paid Juneteenth federal holiday.
- To help address the \$15 per hour minimum wage requirement by 2026, CWA employees will be eligible to receive the following merit-based pay raises:
 - FY 2022: 3% increase
 - FY 2023: 6% increase
 - FY 2024: 4% increase

CWA represented employees ratified the proposed contract on January 12, 2022. City Commission authorization is requested to complete the agreement.

Funding: The 3% wage increases are included in the adopted FY 2022 budget. Premium pay expenses, estimated at \$90,000, will be derived from federal ARPA funding. There is no anticipated actuarial impact from the pension changes.

Requested Motion: “I move to authorize the City Manager to enter into an agreement with Communication Workers of America (CWA) Local 3179.”

Attachment: CWA Agreement

**Reviewed by the
City Manager:** _____



AGREEMENT BETWEEN

THE CITY OF ST. PETE BEACH

AND

THE COMMUNICATION WORKERS
OF AMERICA



October 1, 2021 through September 30, 2024

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ARTICLE 1
PREAMBLE

Section 1. This Agreement is entered into by and between the CITY OF ST. PETE BEACH, Florida, hereinafter referred to as the Employer, and the COMMUNICATION WORKERS OF AMERICA (CWA), hereinafter referred to as the Union, for the purpose of establishing an orderly and peaceful procedure for good faith labor relations, providing an orderly and prompt method for handling grievances, and setting forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment. This Collective Bargaining agreement is applicable for employees as defined in Certificate Number 797 issued to the CWA in accordance with the certification granted by the Public Employees Relations Commission (PERC) on June 22, 1988.

ARTICLE 2

UNION RECOGNITION

Section 1. Inclusions.

The Employer recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment for employees of the City of St. Pete Beach who are members of the bargaining unit except those employees specifically excluded in Section 2 below. Appendix I lists all current positions recognized within the bargaining unit.

Section 2. Exclusions.

Excluded from the bargaining unit are all employees whose positions are confidential; temporary; managerial, administrative, professional and supervisory; and all other employees included in other bargaining units certified under Chapter 447, Florida Statutes.

ARTICLE 3 RIGHTS OF PARTIES

Section 1. Management.

The Employer reserves, retains and is vested with exclusively, all rights of management which have not been expressly abridged by specific provisions of this Agreement. The exclusive rights of management include, but are not limited to, the following:

- A. To determine the organization of the City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of employees to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.

Section 2. Impact Bargaining.

Except in extenuating circumstances recognized under the State of Florida Public Employees Labor Relations Act (PELRA), the City will notify the Union before a change affecting wages, hours or working conditions as a result of the exercise of a management right set forth in Section 3.1 or any statutory management right. Upon a proper request by the Union within ten (10) days of receipt of notice by the Union of the anticipated change:

- A. If the change involves a statutory management right defined in Section 447.209, Florida Statutes, or cases decided thereunder, or enumerated in Section 3.1, the City will negotiate the impact of the exercise of the right.

- B. If the change involves an enumerated management right in Section 3.1 that is not a statutory management right, no change will be made until the decision and impact have been bargained.
- C. Resolution of disputes under (a) and (b) above shall be under the Impasse Resolution Procedure set forth in Chapter 447, Florida Statutes.

Section 3. Employees.

Employees and the Union shall retain their full and unrestricted rights accorded to them under State and Federal laws governing Public Employees.

ARTICLE 4

PROHIBITION AGAINST STRIKES

Section 1. Definition.

A strike shall be defined as: A concerted action and failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation for the rights, privileges or obligations of employment.

Section 2. Florida Statutes.

The Union recognizes the provisions of Florida State Statutes defining illegal strikes.

Section 3. Discipline.

Any employee who engages in an illegal strike may be subject to discipline.

Section 4. Pay, Benefits and Reemployment.

No employee shall be entitled to any daily pay, wages or other benefits including but not limited to catastrophic leave, holiday leave and Paid Time Off (PTO) for the day which the employee engaged in a strike. Any employee discharged in accordance with applicable illegal strike provisions of the State of Florida PELRA shall, if re-employed by the City, serve a six (6) month probationary period following the reappointment or re-employment.

Section 5. Union Action.

In the event of an illegal strike, the local President of the Union, upon having knowledge provided to him/her by the City Manager or the City Manager's designee of such strike, shall notify the membership that strike action is not legal and shall request the employees return to work. The local Union President, or the President's designee, shall notify the City Manager within twenty-four (24) hours after the commencement of such interruption as to the measures taken to comply with the provisions of this Article.

Section 6. Unfair Labor Practice.

The City of St. Pete Beach recognizes the provisions of Florida State Statutes, defining unfair labor practices.

ARTICLE 5
NONDISCRIMINATION

Section 1. Union Membership and Activities.

Employees in the bargaining unit shall have the right to join, and participate in, or to refrain from joining, forming or participating in the Union. Neither the Employer nor the Union or employee will illegally discriminate against any employee in regard thereto.

Section 2. Unlawful Discrimination.

The City nor the Union or the employee shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, sexual orientation, age or because of such employee's handicap and or disability.

ARTICLE 6
ABSENCE FROM DUTY FOR UNION BUSINESS

Section 1. Union Business.

- A. Union officers, as defined within this agreement, may be granted time off without pay to attend officially called conferences, conventions or schools whenever possible provided:
 - 1. Not more than a maximum of two (2) officers in any one instance.
 - 2. A written request is submitted to departmental management at least seventy-two (72) hours prior to the leave period.
 - 3. Sufficient manpower is available to properly staff the department during the absence of the Union officer.
- B. Such time off shall not be considered as time worked for the purpose of overtime computations but shall be considered as time worked for the purposes of such accrual and other fringe benefits, provided that such leave does not exceed five (5) consecutive workdays.
- C. Employees on the Union negotiating committee shall suffer no loss of pay when attending contract negotiations with City officials.

Section 2. Failure to Return from Union Business Leave.

Failure to return to work at the expiration of an approved union business leave shall be considered as absence without leave. Upon their timely return from leave, the employee shall be granted and given the same position or substantially similar position without loss of salary or benefits.

Section 3. City Initiated Committees.

The Union shall have the right to appoint members in the number authorized by the City to participate on the Union's behalf on City-initiated committees and shall notify the City in writing of the names of the Union's designated representative(s). The Union shall coordinate its choice of representative(s) so no single work group or division will be adversely affected. Union representative(s) attending such committee meetings shall not lose pay.

ARTICLE 7

DUES DEDUCTIONS

Section 1. Written Authorization.

Employees covered by this Agreement may request on a prescribed form the authorization for payroll deductions for the purpose of paying Union dues. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and uniform assessments.

Section 2. Revocation.

Authorizations on file shall remain in full force and effect for the term of this contract unless revoked on the prescribed Employer approved form. Cancellations of such written authorization for payroll deductions must be in writing and sent/delivered to the Employer's Human Resources Office (HR) and the Local Union. The Employer will forthwith provide the Union copies of all Union dues deduction revocations prior to the termination of such dues.

Section 3. Notice of Amount.

The Union will initially notify HR as to the amount of dues to be deducted from a member's salary on a monthly basis. Such notification will be certified to HR in writing over the signature of an authorized officer of the Union. Changes in Union dues will be similarly certified to HR and shall be done at least sixty (60) calendar days in advance of the effective date of such change.

Section 4. Authorization Form.

Deductions for Union dues will be honored provided an authorization form for such deduction is properly executed and on file with the Employer. The Union will furnish forms of uniform size for such individual authorization.

Section 5. Deduction and Transmittal to Union.

The Employer shall deduct dues twenty-six (26) times per year in amounts as certified to the Employer by the Secretary-Treasurer of the Communications Workers of America and will remit the aggregated deduction so authorized together with an itemized statement to the Secretary-Treasurer. Dues deductions will be remitted within thirty (30) days from the date of the deduction on a monthly basis. Changes in Union membership dues will be similarly certified to the Employer in writing and shall be done at least thirty (30) days prior to the effective date of such change.

The Union will indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Employer on account of payroll deduction of Union dues.

The Union agrees that in case of error, proper adjustment, if any, will be made, by the Union with the affected employee.

Section 6. Available and Existing Documents to be Supplied.

Available and existing documents pertaining to any/all bargaining unit members shall be provided at no cost, upon request, to the Union President and/or designee. This information shall include job title, union membership status, mailing address, contact phone number(s), and/or any other information considered part of the public record as defined by Florida statutes as public record as requested.

ARTICLE 8

UNION REPRESENTATION

Section 1. Notice of Representatives.

The Employer agrees to recognize the officers and stewards designated by the Union. The Union shall furnish written notice to the Employer of such officers and stewards prior to being effective.

Section 2. Union Representatives.

Union representatives recognized by this Agreement are the Local President, or his designee. In addition, the Employer shall recognize one (1) Union steward for each department with union positions .

Section 3. Union Activities.

Neither the Union nor its members shall carry on Union activities on Employer time, nor shall such activities occur on Employer premises except as set forth in Chapter 447, Florida Statutes.

Section 4. Literature.

The Union shall not distribute literature in violation of section 447.509(1)(B), Florida Statutes.

Section 5. Contents.

The Union shall not distribute upon the premises of the Employer any materials that reflect on the integrity or motives of any individual, department, or activity of the City government. This shall not restrict members of the Union from having the same privileges as any citizen.

Section 6. Potential Discipline.

Employees violating any provision of this Article will be subject to discipline up to and including termination.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General.

- A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City, the Union and an employee, or group of employees, involving the interpretation or application of this Agreement, including disciplinary action. An employee shall have the option of utilizing the grievance procedures contained in the Personnel Rules and Regulations (PRR) or the grievance procedure established under this Article. In no case shall the employee use both procedures. No grievance may be filed by or in behalf of a probationary employee by the Union.
- B. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved employees, or by the CWA as a general or class grievance. A Union general grievance shall be initially submitted at Step Two to the Department Director within 15 business days of the occurrence of the matter from which the grievance arose.
- D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. It is recognized and accepted by the Union and the City that the processing of grievances is of the utmost importance, and therefore grievances may be processed during employees' normal working hours without loss of wages when the absence of employees or supervisors involved is reasonable and will not, in the judgment of the Department Director or City Manager's designee, be detrimental to the work programs of the City.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Department Director or City Manager.

Section 2. Grievance Procedure.

- A. Step One - The aggrieved employee or the Union shall submit a written grievance (on the form supplied by the Employer) to his immediate supervisor within fifteen (15) business days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
 - 1. A statement of the grievance, including the date of occurrence, and details, and facts

upon which the grievance is based.

2. The article (and section as appropriate) of the Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
5. The date submitted.

The immediate supervisor shall meet with the grievant or Union, whomever initiated the grievance, within fifteen (15) business days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within fifteen (15) business days after the meeting, the immediate supervisor shall give his answer in writing to the grievant and the Union.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee or the Union, whichever applies, may submit a written appeal to the Department Director within fifteen (15) business days after receipt of the immediate supervisor's written answer.

Within fifteen (15) business days after receipt of the written appeal, the Department Director will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within fifteen (15) business days after this meeting, the Department Director shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee or the Union, whomever filed the grievance, may submit a written appeal to the City Manager within fifteen (15) business days after the Department Director's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Department Director within fifteen (15) business days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fifteen (15) business days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings, documented verbal warnings, and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

Section 3. Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within thirty (30) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to arbitrate under the same conditions, including a written request to arbitrate to the City Manager within thirty (30) calendar days after receipt of the Step 3 response, and financial obligations as the Union.
- B. Within five (5) calendar days after the date of receipt of the arbitration request, the Union and the City Manager shall meet or confer by phone for the purpose of attempting to jointly select an arbitrator.
- C. If the parties fail to mutually agree upon an arbitrator, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Union. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A

coin shall be tossed to determine who shall cross out the first name.

- D. The hearing on the grievance shall be informal and the rules of evidence shall be applied liberally except when the arbitrator determines the matter has no probative value or should not otherwise be heard.
- E. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A).
- F. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- G. The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- H. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- I. The arbitrator shall be requested to render his decision as quickly as possible, but not later than thirty (30) calendar days after the hearing. The City will not incur any back pay or financial liability after thirty (30) days following the close of the arbitration hearing unless the City has agreed to extend the time limit for the arbitrator's decision. In the event because of an internal Union issue, the arbitrable issue is not arbitrated within sixty (60) calendar days after the written request for arbitration is received by the City, no back pay, or other monetary relief shall be awarded to the Union or any employee for more than sixty (60) calendar days after the written request to arbitrate was received by the City.
- J. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- K. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision.

Section 4. Limitations.

Claims of a violation of any law, including those referenced in Article 3, Section 3; Article 4, Section 6; Article 5 and Article 13, shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10

EMPLOYEE RIGHTS

Section 1. Disciplinary Action.

No disciplinary action shall be taken against an employee who has successfully completed his initial probationary period except for just cause.

Section 2. Written Reprimands.

If an employee is disciplined, the employee shall be given the opportunity to affix his/her signature; date and sign the written reprimand and shall receive a copy of said reprimand containing the employee's signature. The reprimand shall contain date of occurrence, reason for reprimand and suggested remedy. The employee's signature does not imply agreement.

Section 3. Past Disciplinary Action.

When administering disciplinary action, consideration shall be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of the employee's work performance record. However, disciplinary action as a result of group one offenses that occurred more than 24 months prior will not be considered.

Section 4. Union Representation.

If requested by the employee, a Union representative shall accompany an employee at any formal investigatory meeting or at any formal written disciplinary step prior to and including suspension and/or termination.

Section 5. Review of Personnel Files.

Employees shall be allowed to review their personnel files.

Section 6. Formal Investigations

All investigations shall culminate in a decision.

Section 7. Retaliation.

No adverse action shall be taken against an employee because he exercises rights provided in this Article.

Section 8. Relieved From Duty.

Employees relieved from duty for alleged violations of the law and/or departmental rules shall remain on full salary and allowances until such time as the charges have been verified by the Department Director, in consultation with HR, as proper charges of sufficient seriousness and with supporting evidence which should cause the employee to be placed in a leave without pay status.

ARTICLE 11

BULLETIN BOARDS AND CITY E-MAIL

Section 1. Use.

The Union shall be entitled to reasonable use of assigned bulletin boards at all offices in work locations where bargaining unit members work, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Employer. In addition, Union members who have access to City computers may receive e-mail copies of any Union notice posted on assigned bulletin boards.

Section 2. Union Notices.

These bulletin boards and the City e-mail system shall be used for posting Union notices but restricted to:

- A. Notices of Union recreational or social affairs.
- B. Notices of Union elections and results of such elections.
- C. Notices of Union appointments and other official Union business.
- D. Notice of Union meetings.

Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon the approval of the City Manager or the City Manager's designee.

Section 3. Officers Signature.

All such notices shall be signed by a duly recognized officer of the Union and a copy of all such notices shall be forwarded to HR or designee.

Section 4. Removal.

Supervision may not remove Union materials without first informing an officer of the Union.

Section 5. Costs.

All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE 12

BEREAVEMENT LEAVE

Section 1. Leave.

- A. Approved leave in the event of the death of a member of a regular full-time employee's immediate family (as defined in Section 2) will be granted as provided below:
 - 1. Up to twenty-four (24) hours with pay if the funeral is in Florida and up to forty (40) hours with pay if the funeral is outside Florida.
 - 2. The minimum leave under this section shall be four (4) hours.
 - 3. Regular part-time employees shall be entitled to one-half (1/2) of the bereavement leave provided to regular full-time employees.
- B. The employee may be required to provide the Director with proof satisfactory to him of death in the employee's immediate family and that the employee attended the funeral before compensation will be approved.
- C. If, in the opinion of the Director, additional days off are necessary, accrued PTO may be used or the employee may be given additional time off without pay.

Section 2. Employee's Immediate Family.

For the purpose of this Article, the employee's immediate family shall be defined as spouse, domestic partner, children, parent, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, step brother or sister, grandmother, grandfather, grandchild, and legal guardian.

Section 3. Charging.

Bereavement leave shall not be charged to PTO.

ARTICLE 13

MILITARY LEAVE

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave and a copy of the military orders is required, unless military service necessity prevents such notice or it is otherwise impossible.

ARTICLE 14

JURY DUTY AND COURT ATTENDANCE

Section 1. Witness Leave for the City.

Except as provided in Article 9, employees who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

Section 2. Other Court-Related Leave.

- A. Subject to Section 1 above, those employees who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for PTO or personal days under Article 16.
- B. Unless they are parties in the action, employees subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 3(A)-(D).

Section 3. Jury Leave.

For employees called to jury duty, the City shall make up the difference between a regular full-time employees pay for his normally scheduled working day, provided the employee:

- A. Advises the Department Director no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Department Director, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. An employee who attends court or serves jury duty under the conditions described in paragraph 14.1 above while on PTO shall be allowed to reinstate PTO hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

Section 4. Return to Work.

Employees who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released.

Section 5. Reporting.

An employee subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

ARTICLE 15 Paid Time Off Policy

Section 1. Definition

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

Section 2. Eligibility

All full-time employees will be eligible to accrue PTO time.
Permanent Part-time employees will accrue PTO based on hours worked.

Section 3. Usage of PTO

PTO may be used for the following purposes (subject to approval in Section 5 below):

- A. Vacation
- B. Sick
- C. To supplement FMLA leave, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.

Section 4. Accrual

- A. Full-time employees shall accrue PTO leave each payroll as shown below.

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	4.923 hours <u>5.539 hours</u>	128 hours/16 days <u>144 hours/18 days</u>	240 hours
60 to 119 Months	6.461 hours <u>7.077 hours</u>	168 hours/21 days <u>184 hours/23 days</u>	280 hours
120 + Months	8.000 hours <u>8.616 hours</u>	208 hours/26 days <u>224 hours/28 days</u>	320 hours

- B. Permanent Part-Time employees will accrue PTO based on a percentage of hours worked.
- C. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

Section 5. Approval

- A. In order to ensure effective operational scheduling, PTO should be requested ~~as far in advance as possible unless the failure to make a timely request is approved by the Department Director because the Director determined it was unreasonable to make a timely request at~~ least 48 hours in advance.

- B. In the case of an unforeseen situation requiring unscheduled PTO, the employee must advise his/her supervisor or Department Director as soon as possible.

Section 6. Charging time

PTO time will be charged as requested and approved through the employee's time clock entries.

Section 7. Unused PTO Time

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 240 hours for employees with less than 5 years of service, 280 hours for employees with more than 5 years but less than 10 years, and 320 hours for employees with more than 10 years of service. Hours in excess of these maximums at the end of the fiscal year will be forfeited. For example: An employee with 36 months (3 years) of continuous service accrues 128 hours in a fiscal year. He/she may carry over their unused balance until they reach 240 hours; excess hours over 240 are forfeited.

Section 8. Payment of Unused PTO

- A. Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 160 hours for employees with less than 5 years of service, 200 hours for employees with more than 5 years but less than 10 years, and 240 hours for employees with more than 10 years of service.
- B. Should an employee die while in service, any balance of unused PTO hours to a maximum of 160 hours for employees with less than 5 years of service, 200 hours for employees with more than 5 years but less than 10 years, and 240 hours for employees with more than 10 years of service will be paid to the designated beneficiary listed on the form for his/her employee's City life insurance.
- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any offences listed in Section 11.05 of the City's Personnel Rules and Regulations (Group 2 Offenses) shall not be entitled to be paid unused PTO hours at the time of separation.

Section 9. Unused Sick Leave Balance as of October 1, 2013

- A. Upon implementation of this policy, employees with a sick leave balance as of October 1, 2013 will retain that full balance of which the hours will only be available for use in a "catastrophic" situation. Catastrophic will be defined as any illness lasting longer than five (5) consecutive working days. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City.
- B. Upon separation of employment, or death while in service, those hours will be paid in a lump sum payment (less statutory deductions) as outlined below using the employees years of service at date of separation.

St. Pete Beach – Communication Workers of America
Contract October 1, 2021 through September 30, 2024

Years of Service	% of Sick Leave Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

ARTICLE 16

CATASTROPHIC LEAVE

Section 1. Catastrophic Leave Accrual and Conditions.

- A. Catastrophic leave with pay shall be accrued by all regular full-time employees and will be subject to the following conditions:
1. Employees can accrue no more than four hundred (400) hours, exclusive of sick leave balances in Article 15, Section 9.
 2. Employees shall be eligible for 48 hours of paid catastrophic leave per year, to accrue at .0230 hours for each hour worked, which shall not include overtime, standby and call back hours.
 3. The employee must be on active status.
 4. Employees making a departmental transfer will retain unused catastrophic leave.

Section 2. Charging.

In computing catastrophic leave taken, employees shall be charged one (1) hour catastrophic leave for each hour not worked because of illness. Partial hours will not be charged for less than one-half (1/2) hour.

Section 3. Use.

Catastrophic leave will be available for use in a “catastrophic” situation as defined in Article 15, Section 10. Employees with a “frozen” sick leave balance as of October 1, 2015 will retain that balance, but must exhaust that balance prior to using the new accrual of catastrophic leave time effective with this contract.

Section 4. Catastrophic Leave Payout.

Catastrophic leave accrued after October 1, 2015 shall have no dollar value upon termination.

ARTICLE 17 HOLIDAYS

Section 1. List Of Legal Holidays/Days Observed.

- A. The City recognizes the following holidays:

New Year's Day	Veterans Day
Dr. Martin Luther King Jr. Day	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Presidents' Day
2 Personal Days	<u>Juneteenth (June 19th)</u>

- B. When a holiday falls on a Saturday or Sunday, the following Monday or the preceding Friday will be declared a holiday for City employees, as determined by the City Manager.
- C. The personal days must be taken a full day at a time and must be approved in advance by the Department Director or his/her designee.
- D. The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The personal day shall be used within the fiscal year, unless Departmental management denies the request due to scheduling problems, in which event the employee shall be compensated for the personal day to which he was entitled by could not use at the end of the fiscal year. The personal day shall be requested through the approved request process prior to the chosen day and are subject to approval by the Department Director.
- E. Employees shall also enjoy special holidays that are observed by the City during the term of this Agreement. Special holidays are defined as non-regularly scheduled holidays established by the City Commission to commemorate a special event or occasion not regularly provided to employees.

Section 2. Requirements To Receive Holiday Compensation.

- A. Subject to Subsection F below, all eligible employees will receive one (1) workday off with pay for each of the holidays.
- B. An employee must be on active pay status.
- C. Employees who are on vacation leave or other leave with pay during the holiday will receive holiday compensation.
- D. Employees scheduled to work on a holiday, and who in fact do work, shall receive pay at the normal straight rate or overtime, whichever applies, for the actual number of hours worked that day, plus a normal day's pay for the holiday provided they meet the eligibility requirements.
- E. Employees whose normal day off from work falls on a holiday shall receive holiday pay at the normal straight rate for the day, provided they meet the eligibility requirements.
- F. Non-exempt regular part-time employees who meet the eligibility requirements will be paid the number of hours they would normally be scheduled to work.

- G. When a holiday falls on a day a part-time employee is not scheduled to work and the employee does not work, the employee shall receive four hours of pay at the straight time rate for the holiday.

Section 3. Absence Due to Sickness.

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless (1.) he notifies his Director, or his designee, at least one (1) hour before he is scheduled to report for work and (2.) upon request, he presents evidence satisfactory to the Director, which may be a medical doctor's excuse, that his absence was due to a bona fide, unforeseen serious illness or injury. Any employee who fails to follow this procedure may also be subject to disciplinary action. The Director, or his designee, may excuse the first requirement if he is convinced that failure to notify as required was for a reason clearly beyond the employee's control.

ARTICLE 18

GENERAL LEAVE WITHOUT PAY

Section 1. Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Department Director and the City Manager.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn, and the employee recalled to service if determined to be operationally necessary by the City.
- C. All employees on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of an employee to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. An employee granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Department Director as soon as possible to discuss the possible return to work.
 - 4. No sick leave, vacation leave, or holiday pay will be accrued or earned by an employee for the time that the employee is on leave without pay.
 - 5. An employee who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Department Director and City Manager.
- D. An employee returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the employee may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the employee may be terminated, or the leave extended at the option of the City.

Section 2. Effect of Leave Without Pay on Insurance Coverage.

- A. If an employee is on an unpaid leave as described in Section 1A other than FMLA leave they shall be responsible to pay the full premium for group life and medical, dental and vision insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.
- B. An employee whose PTO balance reaches zero (0) and is charged leave without pay will be responsible to pay the corresponding value of the City's medical and dental premium for that

portion of time. (Example: an employee who uses 40 hours leave without pay during a pay period would owe 1/4th of the City's premium for medical and dental insurance that month) The amount owed will be calculated at the end of each Fiscal Year or at the end of employment with the City, whichever comes first, and deducted from the employees' paycheck.

1. Repeated instances of using leave without pay may result in discipline, up to and including termination.

ARTICLE 19

MISCELLANEOUS GENERAL PROVISIONS

Section 1. Prevailing Rights.

- A. Employees covered by this Agreement are entitled to the benefits, rights of, and subject to the responsibilities of the PRR of the City, which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and terms and conditions of employment enjoyed by the employees at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The Employer has the right to adopt and to change the PRR, general orders and departmental regulations, which are not in violation of any specific provision of this Agreement, and to enforce same. At the time of drafting of changes to the PRR, general orders and departmental regulations, written input shall be accepted from the Union and any input given by the Union shall remain as an attachment to the proposed change until adoption by the employer.

Section 2. Appendices and Amendments.

Any appendices and amendments to this agreement shall be lettered, dated and signed by the Union and the Employer and shall be subject to all the provisions of this Agreement.

Section 3. Printing of Agreement.

The Employer will make available an electronic copy of this Agreement for all members of the bargaining unit through the Employer's website and internal electronic files.

Section 4. Workers' Compensation.

- A. When an employee is injured on the job and loses time from work as a result of that injury, the employee will receive a City subsidy to make up the difference in straight time income for their regular schedule for a period not to exceed three (3) months. If Workers' Compensation continues after three months the employee will only receive that which is required under Workers' Compensation Law. The amount paid by the workers' comp insurance carrier will be paid directly to the employee. At the request of the employee the balance can be deducted from the individual's accrued PTO balance to make up their regular straight time income.
- B. An Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law. In the event of any dispute or disagreement concerning the interpretation of the entitlement to or amount of compensation, said dispute shall be resolved in accordance with the Florida's Workers' Compensation Law, and not under this Agreement.
- C. Length of disability shall be determined by the Employer's physician in accordance with the Workers' Compensation Law.
- D. Catastrophic leave and PTO accrual shall continue for a maximum of twelve (12) months for employees who are receiving worker's compensation benefits due to a compensable on-the-

job injury or compensable illness, unless placed on leave without pay status.

- E. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the Employer for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued vacation or sick leave used to supplement workers' compensation. Failure to repay the Employer upon demand or under terms agreeable to the Employer will result in termination of employment, and loss of accumulated unused sick and PTO to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the Employer may collect by any means allowed by law.
- F. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid workers' compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.

Section 5. Light Duty.

- A. If an employee is released by his physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the employee is capable of performing in accordance with applicable law will result in termination of employment.
- B. The employee will be paid his normal hourly rate for light duty work.

Section 6. Maternity Leave.

Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.

Section 7. Uniforms.

- A. Employees supplied uniforms by the City are required to wear uniforms in the performance of their job and shall report in a clean full uniform on each day worked. Uniforms must be worn in the manner prescribed by the Department Director. Failure to comply may result in the employee being sent home for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- B. Employees are expected to observe normal and reasonable standards of personal hygiene and to present a professional appearance at all times. Failure to do so may result in the employee being sent home to correct the situation or for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- C. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems.
- D. Uniforms supplied by the City will be replaced by the City when they become unusable through normal wear and tear. A request to replace a uniform shall be submitted to the Department Director along with the damaged or worn uniform.

- E. The employee is responsible to reimburse the City for uniforms lost or damaged through the employee's negligence and to return same upon cessation of employment.
- F. The City will withhold from the employee's pay reimbursement under E above up to the maximum allowed by applicable law.
- G. City issued uniforms may not be worn at times other than during the performance of City duties and during the normal trip to and from the employee's place of residence.
- H. The employee shall be responsible for all laundering and minor repairs.
- I. Safety shoes, mandated by the Employer to be worn on duty, shall be furnished without cost to the employee once a contract year, unless the Department Director determines in a particular case an employee's work responsibilities require an additional pair or pairs. Upon approval of the Employer, an employee shall be reimbursed for the purchase of safety shoes which meet or exceed the minimum quality standard provided the reimbursement does not exceed either the actual cost of the safety shoes or the actual cost of the standard, whichever is less. The Employer shall establish and post the standard for view by all employees at the start of each contract year.
- J. Subject to budget availability, the City agrees to provide cotton blend uniforms of at least 35% cotton to employees who are required to wear uniforms. Polyester or polyester blend uniforms that are designed to provide cooling properties may also be provided.

Section 8. Consultation.

- A. Matters appropriated for consultation between the Employer and the Union include wages, hours, terms and conditions of employment and other areas of mutual concern for this bargaining unit. Consultations shall be held upon request of either the Employer or the Union in an effort to reach mutual understandings, receive clarification and/or exchange information affecting employees covered by this Agreement. Consultation meetings shall not be used for negotiation purposes unless both parties agree otherwise.
- B. Consultation meetings between the Employer and the Union shall be arranged by mutual agreement of the parties upon the request of either party. Arrangements for any consultation meeting shall be made ten (10) calendar days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time. Items for discussion at consultation meetings shall be those included in but not necessarily limited to items on the agenda. Union and employer representatives shall be limited to no more than four (4) persons from each side at any one (1) meeting.

Section 9. Indemnification.

To the extent allowed by applicable law, the Employer shall provide a defense in all suits against employees covered by this Agreement and protect said employees from any liability as long as they are acting within the scope and authority of their employment.

Section 10. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of employees that are lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired at the Employer's expense subject to the following restrictions. The Employer shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.

1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the employee's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
5. Reimbursement for lost or damaged personal property must be approved by the Employer.

Section 11. Outside Employment.

- A. Employees will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the City Department as determined by the Employer.
- B. No employee shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Department Director and City Manager.
- C. Employees who engage in secondary employment shall do so only with approval of the City Manager and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Employees who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.
- D. During declared emergencies all employees are expected to be available to report for duty at all hours. No secondary employment may interfere with this responsibility. Employees may be subject to disciplinary action under this section if they fail to report for emergency or overtime duty after being ordered to do so.
- E. The City may require proof of workers' compensation coverage by the outside employer. An employee shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Employees may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the City Manager.
- G. Employees who are injured while working another job or jobs are required to notify the Department Director, or his designee, immediately.

Section 12. Refutation of Detrimental Material.

The Employer agrees that an employee shall have the right to include in his official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

Section 13. Group Insurance and Carousel Benefit Plan.

- A. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered. To be eligible for employee health insurance, an employee must work a regular schedule of a minimum thirty (30) hours per week.
- B. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
- C. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary. To be eligible for employee life insurance, an employee must work a regular full-time schedule of a minimum forty (40) hours per week. This coverage will be in addition to any life insurance required by state law, if any, for a particular position or group of employees.
- D. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Insurance Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.
- E. Carousel Benefits Program.
 - 1. An employee may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the employee is covered by another health plan.
 - 2. An employee wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with HR.
 - 3. If approved by the City, the employee will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
 - 4. The employee may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
 - 5. It is the obligation of the employee to advise the City in writing immediately in the event said employee no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
 - 6. The City reserves the right to withdraw its approval of an employee's opt out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options.
- F. Dental Insurance. The Employer shall provide dental insurance for the employee only, selected by the Employer. Dependent coverage shall be at the option of the employee at the

employee's expense. In the event more than one plan is offered, the Employer shall pay the employee premium cost of the lowest plan offered.

Section 14. Tuition Reimbursement.

Tuition reimbursement shall be in accordance the PRR, as adopted or amended in the future.

Section 15. Prohibition of On-Duty and Off-Duty Illegal Use of Drugs and Alcohol.

Prohibition of On-Duty and Off-Duty Illegal Use of Drugs and Alcohol shall be in accordance with the PRR, as adopted or amended in the future.

An employee shall have the right to have a Union representative present at any meeting with management involving his possible violation of the prohibition of On-Duty and Off-Duty Illegal Use of Drugs and Alcohol Section of the PRR provided that no undue delay for testing is caused.

Section 16. Deferred Compensation.

Bargaining unit members will be allowed to participate in any Employer offered deferred compensation program pursuant to the Employer rules regarding bargaining unit member participation.

Section 17. Physical Exams – Post Offer.

The Employer will pay for any required post offer of employment physical examination.

Section 18. Hiring Above the Minimum of the Grade

In order to attract and retain qualified individuals, the City shall have the right to hire new employees at a rate of pay higher than the base subject to the City Manager's approval.

ARTICLE 20

SAFETY

Section 1. General.

The Employer and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. The Union will cooperate and encourage the employees to work in a safe manner.

Section 2. Employee Responsibility.

It shall be the responsibility of the individual employee to check all equipment which has been issued to the employee to assure it is in safe operating condition prior to use of operation. If assigned equipment is damaged, the employee shall report the condition of the equipment to the employee's supervisor.

Section 3. Committee Responsibilities

The purpose of the Safety Committee will be to review safety procedures for each department, update as necessary and review recent incidents and recommend actions to the City Administration to prevent future injuries and illnesses.

Section 4. Committee Membership

The Committee will have at least one representative from each Department as approved by the Department Director.

ARTICLE 21

SENIORITY-LAYOFF-RECALL

Section 1. City Seniority.

City seniority shall be understood to mean an employee's most recent date of employment or re-employment on a regular basis. City seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service. In departments where there are shift assignments, the department will develop a system for shift selection. Seniority of the employees within the affected groups will be one of the criteria considered in making shift assignments. All new employees shall serve a probationary period, which is six (6) months, during which time they serve at the will and pleasure of the City.

Section 2. Position Seniority.

Position seniority shall be understood to mean length of time in position on a regular basis. After successful completion of the probationary period, which is six (6) months, length of time in position reverts to date of entry, transfer or promotion to present position.

Section 3. Accrual.

Seniority will continue to accrue during all leaves of absence with pay. Unless otherwise required by law, seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Employees shall lose their city and position seniority only as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Termination
- D. Layoff exceeding twelve (12) months
- E. Failure to report to the City intention of returning to work within three (3) business days of the employee's receipt of a recall notice or fourteen (14) calendar days from the date a recall notice is mailed to the employee's last address in his personnel file, whichever first occurs.
- F. Failure to return from military leave within the time limits prescribed by law

Section 4. Layoffs.

The Union will be notified prior to any reduction in force action. Probationary and temporary employees will be laid off first and shall not have recall rights. Employees will be laid off by position within their department. The order of such layoffs shall be based on seniority with the least senior employees in the position being laid off first provided that the following factors in the judgment of the City are substantially equal:

- A. Ability and qualifications to perform the work
- B. Performance evaluations
- C. Physical condition

In the event of the substantial inequality of these factors as between employees in the same position, the employee with the higher values of a, b, c in the aggregate shall be retained.

Section 5. Bumping.

Employees who have held more than one (1) position within a department will have the opportunity to bump

the junior employee in a position previously held within the department as opposed to being laid off, providing that the employee is still qualified to hold the position and providing the previously held position still exists. If this movement requires a further reduction in force, the same shall be accomplished in accordance with Section 4 above and this Section.

Section 6. Recall Rights.

Employees in layoff status will have recall rights for a period of twelve (12) months and have preference to positions in their layoff position or other positions in which they are able to perform, over new applicants for the position.

Section 7. Order of Recall.

Recall will be in the reverse order of layoff provided that the employee remains qualified to hold the position.

Section 8. Seniority Lists.

For the purpose of layoff and recall, a list of positions seniority shall be available to the Union listing the name and position seniority of the employee.

Section 9. Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

- A. Full-time employees who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the employee shall be eligible to receive severance pay as follows:
 - 1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 - 2. The employee's last annual performance evaluation must be satisfactory or better and the employee must be on active duty not on leave of absence or suspension without pay.
 - 3. The employee must have unsuccessfully sought to bump, unless there is no job to which the employee may bump covered under this Agreement.
 - 4. The employee must execute a release of all claims, including the right to file a grievance under this Agreement, as well as any and all judicial and/or administrative claims.
- B. Employees who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE 22

APPOINTMENTS TO VACANT POSITIONS

Section 1. Basis for Appointments.

All appointments shall be made on the basis of City seniority, job experience, education and skills required for the position.

Section 2. Posting.

Job vacancies shall be posted ten (10) consecutive working days before being permanently filled. Job vacancies are those unfilled, existing or new positions listed as vacancies but are not position reclassifications which occur due to a change in position, due to an increase or decrease in the assigned duties and responsibilities of a position or to correct inequities created by the reclassifications of a position.

Section 3. Demotions.

Demotions as position reclassifications are not considered as job vacancies and can be made without adhering to the ten (10) day posting provision. The Employer agrees to give notification of position reclassifications to the Union President prior to implementation.

Section 4. Applicants.

Any employee may, through HR, make application for the vacancy. All applications for the vacancy, including those from individuals who are not present employees, will be considered for interview and testing.

Section 5. Preference.

Present employees and employees on layoff status shall be given preference in filling vacancies when all other factors are considered substantially equal by the Employer.

Section 6. Selection.

When choosing among present employees for the filling of vacancies or for lateral transfers within the bargaining unit, city seniority shall prevail when all other factors including past duties are substantially equal as determined by the Employer.

Section 7. Examinations.

Where examinations are given for promotion, the employee shall be given the results, upon request. Employees shall be released from duty without loss of pay while competing in promotional examinations that are scheduled during duty hours.

ARTICLE 23

HOURS OF WORK AND OVERTIME PAYMENTS

Section 1. General.

The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at the overtime rate and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the Employer to fix the number of hours of work (including overtime) either per day or week for such employee. Departmental management will establish the basic workweek and hours of work best suited to meet the needs of the department and to provide superior service to the community.

Section 2. Hours Worked.

- A. Work hours shall include all time an employee is required to be on duty or on the Employer's premises, or at a prescribed workplace, provided that time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Unscheduled PTO shall not be considered as hours worked nor be included in computation for overtime pay.

- B. The normal workday shall consist of eight (8) or ten (10) hours of work, exclusive of the lunch period, within a twenty-four (24) hour period. The Employer and the Union recognize that certain types of activities operating on a continuous basis (seven {7} days a week) require different treatment as to hours worked, and agree that in those instances, an eight (8) hour shift, including lunch period and breaks, may be allowed. Provided, however, that an employee who works more than forty (40) hours in any workweek shall receive overtime pay for hours in excess of forty (40) hours.

- C. The workweek shall consist of a period of seven (7) consecutive days. The normal workweek shall consist of forty (40) hours per week.

 The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 p.m.

- D. Whenever practical, the Employer will schedule two (2) consecutive days off for the employee each week.

Section 3. Payroll Period.

Prior to any change in the payroll period, the City will notify the Union in writing and upon a proper written request received within fourteen (14) calendar days of receipt of the notice by the Union, negotiate over the change and the impact. Disputes shall be resolved pursuant to the impasse resolution procedure set forth in F.S. Chapter 447; provided, however, in the event of impasse, the parties hereby waive special master and agree to proceed directly to the City Commission for resolution of the dispute.

Section 4. Rest Periods and Meal Periods.

All employees shall be afforded, subject to call, one (1) unpaid thirty (30) minute meal period during the middle of the work shift. The supervisor may grant a short 15-minute break period as needed.

Section 5. Overtime.

- A. Overtime shall be considered to be hours worked by an employee in a position eligible for overtime in excess of forty (40) hours in a week.
- B. Overtime shall be paid at the overtime rate of one and one-half (1½) times the employee's straight time hourly rate of pay.
- C. For purposes of overtime computation, only approved scheduled PTO, holidays, City mandated training/conference time, and actual hours worked ("labor hours") will be counted.
- D. It is the intent of the Employer to distribute overtime assignments among employees in a fair and equitable manner. Whenever practical, overtime will be assigned in advance on a voluntary basis to qualified employees.

If no qualified employee volunteers or if conditions do not permit, overtime will be assigned by supervision. Reasonable attempts will be made by supervisors not to perform work normally performed by members of the bargaining unit, however, the Union recognizes that a situation may arise that requires supervisors to perform work normally performed by members of the bargaining unit.

Section 6. Duplication.

There shall be no duplications or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

Section 7. Standby Time.

- A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment is made by a supervisor who requires an employee to be available for work due to an urgent situation on the employee's off-duty time, which may include nights, weekends or holidays. Employees shall not be assigned to standby duty, if excused in advance by management. It is the intent of the Employer to distribute standby assignments among employees in a fair and equitable manner. Whenever practical, standby will be assigned in advance on a voluntary basis to qualified employees. If no qualified employee volunteers or if conditions do not permit, standby will be assigned by supervision.
- B. Employees assigned to standby duty by their supervisor are guaranteed standby pay of three (3) hours pay at their regular straight time rate for each twenty-four (24) hours increment or less of standby time assigned and scheduled. The three (3) hours of standby pay shall not count as hours worked for the purpose of computing overtime pay.
- C. Employees while on standby duty who are called and report to work will, in addition to the standby pay of three (3) hours, be paid for the actual time worked.
- D. Employees while on standby duty who are called and do not report to work will, in addition to not receiving standby pay of three (3) hours, be subject to disciplinary action up to and including termination.

Section 8. Call Back.

- A. Any employee who is off duty and required to return to work on an unscheduled basis shall

be eligible for call back pay.

- B. Any employee who is called back to work shall be paid a minimum of three (3) hours at overtime rate regardless of hours worked in that pay week.
- C. Any employee required to continue working after completion of the employee's regular scheduled shift shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- D. Any employee who is called back to work and whose call-in period extends into the start of the employee's regular work period shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- E. An employee who is called back twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled work period shall not receive call back pay but shall be eligible for the overtime pay from the start/end of the regular work period to the start/end of the call back work period.
- F. An employee shall not receive call back pay for more than two (2) occurrences in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, the employee shall be paid for the actual time worked from the beginning of working the first call back period to the end of working the last call back period.

Section 9. Changes in Work Schedules.

If there is any change in the work schedule of an employee, the Employer will notify the employee as far in advance of the work schedule change as possible, but not less than forty-eight (48) hours.

Section 10. Emergency Pay.

The Employer agrees that should an employee be required to be in attendance during an emergency, such as a hurricane evacuation, all non-exempt employees shall be paid for every hour in attendance during an emergency condition. Any non-exempt employee, whose attendance during an emergency condition exceeds the normal weekly work hours, whether or not the employee is actually working, shall be paid time and one-half (1½) for each hour in attendance. Those employees who are not required to be in attendance during the emergency condition shall continue to receive normal pay if the emergency condition prevents the employee from being in attendance at their workstations. The Union agrees that an emergency, such as a hurricane, may necessitate the use of unusual work schedules, such as twelve (12) hours on-duty and twelve (12) hours off-duty.

Section 11. Compensatory Time

Compensatory time may be elected in lieu of overtime pay. Compensatory time may be accrued to a maximum of forty (40) hours. Compensatory time will be scheduled by mutual agreement between the employee and the Department Director. At the end of the fiscal year, unused compensatory time will be paid to the employee. Unused hours will not be carried over into the next fiscal year.

ARTICLE 24

PAY PLAN

Section 1. Wages.

- A. Effective October 1, ~~2018~~ 2021, employees covered by this agreement shall be paid in accordance with the Pay Plan attached as Appendix II. Employees covered by this agreement shall be eligible to receive a 3.0% merit increase based upon performance as outlined in Section 3 below retroactive to October 1, ~~2018~~ 2021. Employees covered by this agreement shall be eligible to receive a ~~2.5%~~ 6.0% merit increase based upon performance outlined in Section 3 below on October 1, ~~2019~~ 2022. Employees covered by this agreement shall be eligible to receive a ~~3.0%~~ 4.0% merit increase based upon performance as outlined in Section 3 below on October 1, ~~2020~~ 2023.
- B. For the fiscal year beginning October 1, ~~2018~~ 2021 employees who are at the top of the pay scale will receive a lump sum bonus of 3% of their base annual salary upon receiving a satisfactory rating. For the fiscal year beginning October 1, ~~2019~~ 2022 employees who are at the top of the pay scale will receive a lump sum bonus of ~~2.5%~~ 6.0% of their base annual salary upon receiving a satisfactory rating. For the fiscal year beginning October 1, ~~2020~~ 2023, employees who are at the top of the pay scale will receive a lump sum bonus of ~~3.0%~~ 4.0% of their base salary upon receiving a satisfactory rating.

Section 2. Status Quo.

No wage increases shall be granted after September 30, ~~2021~~ 2024, absent a ratified successor Agreement.

Section 3. Progression.

The City shall complete a performance evaluation for each member annually on or before October 1st. In the first year of the contract a satisfactory annual performance rating shall determine the member's eligibility for a merit increase. If the employee feels he/she has received an unfair review and merit increase, they may appeal the evaluation by following the steps as outlined in Article 9 of this contract.

Section 4. Pay Upon Promotion.

An employee who is promoted to a position in a higher grade shall receive an increase in pay. The employee's hourly rate will increase by five percent (5%) or to the maximum of the new classification grade, whichever is lower.

Section 5. Lateral Transfer.

An employee who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.

Section 6. Pay Upon Demotion.

An employee who is demoted to a position in a lower grade shall receive a decrease in pay. The employee's hourly rate will be decreased by five percent (5%) or to the minimum of the new classification grade, whichever is higher. Progression of the employee in the Pay Plan shall continue in accordance with Section 3.

Section 7. Reclassification.

- A. The City's current reclassification policy is as follows:

“When work performed on a particular job substantially changes, through design or evolution, the position shall be reclassified through the Point Factor Evaluation System. Reclassification can result in a promotion to a higher pay grade, a demotion to a lower pay grade or no change to the pay grade.”

- B. When a position is reclassified to a higher or lower grade, the employee’s anniversary date for merit increase shall remain unchanged.
- C. When a position is reclassified to the same grade, the employee shall not be eligible for a change in pay, but shall be permitted to receive merit pay increases to the maximum of the grade. The employee's anniversary date for merit increase shall remain unchanged.
- D. All reclassifications shall be approved by the City Manager.
- E. The Employer and the Union endorse the concept of classification audits performed periodically by Human Resources. The Union may request classification audits to be completed by Human Resources.

Section 8. Economic Reopener

In the event there is a change in the means of calculating or 10% or more reduction in the amount of revenue received or to be received (1) from the State of Florida, or from any other source, including but not limited to from sales, ad valorem, gasoline, cigarette, property, alcohol or any other taxes, the City shall have the right to reopen any or all of the economic items or benefits covered by this Agreement by notifying the Union in writing within 45 days of receiving notice of the change. Upon receipt of said notice from the City, if the City does not reopen all economic items covered by the Agreement, the Union within 15 days of receipt of the notice from the City may elect to reopen any other Articles and/or Sections of this Agreement covering any economic items or benefits not reopened by the City. Should the parties be unable to reach an agreement, the dispute will be resolved pursuant to the impasse procedure of Florida Statutes Chapter 447.

Section 9. Promotion Standards

- A. Employees in 'Level 1' positions as specified in Appendix 1 shall be eligible for promotion to the corresponding 'Level 2' position upon completion of the following:
 - 1) Completion of two consecutive years of employment on the 'Level 1' position.
 - 2) Obtaining two consecutive annual reviews of superior performance (i.e., Scoring 80% or better).
 - 3) Receiving no written disciplinary actions for two consecutive years.
 - 4) Completing two consecutive years with superior attendance (i.e., scoring 5 points or greater on 'attendance' criterion).
 - 5) Completing two consecutive years without safety incident (i.e., scoring 5 points or greater on 'safety skills' criterion).

Upon completion of the above, the 'Level 1' employee shall be promoted to and receive all the benefits and compensation of the 'Level 2' employee within 30 days.

- B. Employees in 'Level 2' positions as specified in Appendix 1 shall be eligible for promotion to the corresponding 'Level 3' position upon completion of the following:
 - 1) Completion of two consecutive years of employment in the 'Level 2' position.
 - 2) Obtaining two consecutive annual reviews of superior performance (i.e., Scoring 80% or better).
 - 3) Receiving no written disciplinary actions for two consecutive years.

- 4) Completing two consecutive years with superior attendance (i.e., scoring 5 points or greater on 'attendance' criterion).
- 5) Completing two consecutive years without safety incident (i.e., scoring 5 points or greater on 'safety skills' criterion).
- 6) Attainment of the designation(s) listed in Appendix 3* applicable to the respective operations of the 'Level 3' position.

Upon completion of the above, the 'Level 2' employee shall be promoted to and receive all the benefits and compensation of the 'Level 3' employee within 30 days.

*The City Manager, or their designee, and the Union President, or their designee, shall through mutual agreement determine the appropriate designations for the 'Level 3' positions listed in Appendix 3. No changes to the determined list of appropriate designations once created shall be made without the mutual agreement of the above stated City and Union representatives. Mutual agreement shall refer to selection by committee.

ARTICLE 25

ENTIRE AGREEMENT

Section 1.

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively, with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

Section 2.

Negotiations may be reopened during the life of the contract by written mutual agreement.

ARTICLE 26

INTENT AND SAVINGS CLAUSE

Section 1.

If any Article or Section of the Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, then all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Both the City of St. Pete Beach and the Communications Workers of America believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this Agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

Section 2.

In the event of the invalidation of any Article or Sections of this Agreement, then the Employer and the Union agree to meet within thirty (30) days of such determination for the replacement of such Article or Section.

ARTICLE 27
RETIREMENT BENEFITS

Section 1.

Employees hired on or after October 1, 2021 shall participate in the City's defined contribution 401(a) retirement plan rather than the General Employees' Retirement System.

ARTICLE 28
PREMIUM PAY

Section 1.

Full-time employees shall receive a one-time premium payment of two thousand dollars (\$2,000) on the first pay period after contract execution.

Regular part-time employees shall receive a one-time premium payment of one thousand dollars (\$1,000) on the first pay period after contract execution.

The premium payment will not modify an employee's base salary, is not considered regular earnings and is not pensionable. An employee must be an active employee at the time of payment to receive the premium payment.

ARTICLE 29 DURATION OF CONTRACT

Section 1.

All sections of this Agreement shall be effective as of October 1, 2018 2021 and shall remain in full force and effect until September 30, ~~2021~~ 2024.

Section 2.

Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing of its intent before the first of April ~~2021~~ 2024. All other articles shall remain in full force and effect.

By: _____
Al Johnson
Mayor

By: _____
Alex Rey
City Manager

By: _____
Ron Rice
CWA President

By: _____
Raymond Gallant
CWA Vice President

By: _____
Kevin Kimber
CWA Staff Representative District 3

Date: _____

Date: _____

APPENDIX I CWA PERSONNEL POSITIONS

<u>Position</u>	<u>Grade</u>
Library Clerk	104
Recreation Aide I	104
Recreation Aide II	105
Code Enforcement Clerk	105
Library Assistant I	107
Receptionist/Office Assistant	107
Recreation Assistant	107
<u>Seasonal Lifeguard Lifeguard I</u>	108
Parking Enforcement Officer	108
Beach Maintenance Worker I	109
Parks Maintenance Worker I	109
Streets Maintenance Worker I	109
Facilities Maintenance Worker I	109
Sanitary Sewer Maintenance Worker I	109
Stormwater Maintenance Worker I	109
Utilities Maintenance Worker I	109
Recreation Leader I	109
Secretary	109
<u>Lifeguard II</u>	109
Library Assistant II	110
<u>Lifeguard III</u>	110
Beach Maintenance Worker II	111
Parks Maintenance Worker II	111
Streets Maintenance Worker II	111
Facilities Maintenance Worker II	111
Head Lifeguard	111
Recording Secretary	112
Permit Tech II	112
Utilities Maintenance Worker II	112
Stormwater Maintenance Worker II	112
Sanitary Sewer Maintenance Worker II	112
Zoning Tech II	112
Beach Maintenance Worker III	113
Parks Maintenance Worker III	113
Streets Maintenance Worker III	113
Facilities Maintenance Worker III	113
Meter Maintenance Supervisor	113
Finance Technician I	114
Recreation Leader II	114
Utilities Maintenance Worker III	114
Stormwater Maintenance Worker III	114
Sanitary Sewer Maintenance Worker III	114
Finance Technician II	115
Librarian	115
Code Enforcement Officer	115
City Mechanic	116
Crew Chief	117

Appendix II – Pay Plan

<u>Position</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Library Clerk	104	\$20,623.20	\$31,185.44
Recreation Aide I	104	\$20,623.20	\$31,185.44
Recreation Aide II	105	\$21,654.88	\$32,755.84
Code Enforcement Clerk	105	\$21,654.88	\$32,755.84
Library Assistant I	107	\$23,874.24	\$36,125.44
Receptionist/Office Assistant	107	\$23,874.24	\$36,125.44
Recreation Assistant	107	\$23,874.24	\$36,125.44
Parking Enforcement Officer	108	\$25,068.16	\$37,924.64
<u>Seasonal Lifeguard Lifeguard I</u>	<u>108</u>	<u>\$25,068.16</u>	<u>\$37,924.64</u>
Beach Maintenance Worker I	109	\$26,322.40	\$39,821.60
Parks Maintenance Worker I	109	\$26,322.40	\$39,821.60
Streets Maintenance Worker I	109	\$26,322.40	\$39,821.60
Facilities Maintenance Worker I	109	\$26,322.40	\$39,821.60
Sanitary Sewer Maintenance Worker I	109	\$26,322.40	\$39,821.60
Stormwater Maintenance Worker I	109	\$26,322.40	\$39,821.60
Utilities Maintenance Worker I	109	\$26,322.40	\$39,821.60
Secretary	109	\$26,322.40	\$39,821.60
Recreation Leader I	109	\$26,322.40	\$39,821.60
<u>Lifeguard II</u>	<u>109</u>	<u>\$26,322.40</u>	<u>\$39,821.60</u>
Library Assistant II	110	\$27,639.04	\$41,799.68
<u>Lifeguard III</u>	<u>110</u>	<u>\$27,639.04</u>	<u>\$41,799.68</u>
Beach Maintenance Worker II	111	\$29,020.16	\$43,902.56
Parks Maintenance Worker II	111	\$29,020.16	\$43,902.56
Streets Maintenance Worker II	111	\$29,020.16	\$43,902.56
Facilities Maintenance Worker II	111	\$29,020.16	\$43,902.56
Permit Tech II	112	\$30,469.92	\$46,080.32
Utilities Maintenance Worker II	112	\$30,469.92	\$46,080.32
Sanitary Sewer Maintenance Worker II	112	\$30,469.92	\$46,080.32
Stormwater Maintenance Worker II	112	\$30,469.92	\$46,080.32
Zoning Tech II	112	\$30,469.92	\$46,080.32
Beach Maintenance Worker III	113	\$31,994.56	\$48,384.96
Parks Maintenance Worker III	113	\$31,994.56	\$48,384.96
Streets Maintenance Worker III	113	\$31,994.56	\$48,384.96
Facilities Maintenance Worker II	113	\$31,994.56	\$48,384.96
Meter Maintenance Supervisor	113	\$31,994.56	\$48,384.96
Finance Technician I	114	\$33,594.08	\$50,816.48
Recreation Leader II	114	\$33,594.08	\$50,816.48
Utilities Maintenance Worker III	114	\$33,594.08	\$50,816.48
Sanitary Sewer Maintenance Worker III	114	\$33,594.08	\$50,816.48
Stormwater Maintenance Worker III	114	\$33,594.08	\$50,816.48
Finance Technician II	115	\$35,274.72	\$53,349.92
Code Enforcement Officer	115	\$35,274.72	\$53,349.92
City Mechanic	116	\$37,036.48	\$56,010.24
Crew Chief	117	\$38,889.76	\$58,824.48

Appendix III – Certifications

To be listed subject to Article 24, Section 9

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: First Read Ordinance 2022-04: Lobbying

Date: January 25, 2022

Prepared By: Amber LaRowe, City Clerk

Summary of Issue: The attached Ordinance was drafted based on the discussion at the August 24, 2021 City Commission Workshop Meeting. The Ordinance has essentially remained the same with some minor clarification made to the definition of a lobbyist. Staff researched different lobbying and lobbyist ordinances and registrations to develop a proposed ordinance for the City. Lobby ordinances and lobbyist registrations can be found at the Federal and State level as well as throughout many Florida counties and cities. These ordinances ensure accountability and transparency between local government and lobbyists.

Funding: NA

Requested Motion: "I move to approve the first reading of Ordinance 2022-04."

Attachments:

1. 2022-04 Lobbying
2. ANNUAL LOBBYIST REGISTRATION
3. Log of Lobbyist Contacts

Ordinance 2022-04

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 2 – ADMINISTRATION, ARTICLE II - OFFICERS AND EMPLOYEES, DIVISION 2 - CODE OF ETHICS, ESTABLISHING SECTION 2-68 - DEFINITIONS; SECTION 2-69 - REGISTRATION OF LOBBYISTS; SECTION 2-70 – VALIDITY OF ACTION; SECTION 2-71 – RECORD KEEPING RESPONSIBILITIES; SECTION 2-72 – MAINTAINING REGISTRATIONS AND CONTACT LOGS; SECTION 2-73 – PROHIBITED CONDUCT OF CITY OFFICIALS AND EMPLOYEES; SECTION 2-74 – COMPLIANCE; PENALTIES, AND RESERVING SECTIONS 2-75 – 2-95; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach wishes to establish registration and regulations for lobbying and lobbyists within the City.

WHEREAS, the Code of Ordinances Chapter 2, Article II, Division 2 “Code of Ethics” does not currently include any specific regulations related to lobbyists.

WHEREAS, the City Commission desires to establish a system to track lobbying activities to allow for greater transparency in City business.

WHEREAS, persons appearing before the City Commission, City staff, City boards, and City Committees benefit from having Lobbyist registration requirements that are consistent and uniform.

WHEREAS, the City Commission finds it in the best interest of its citizens to preserve and maintain the integrity of the members of the City Commission, board, committee and City employees.

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.

Chapter 2, Article II, Division 2 shall be amended as follows:

Sec. 2-68 – Definitions.

The following terms will be defined for this Section:

Lobbying – means communications, whether written or oral, by a lobbyist outside a duly noticed public meeting or hearing on the record with any member or members of the City Commission, or any member or members of any decision making body under the jurisdiction of the City Commission, or any City employee, whereby the lobbyist seeks to encourage or influence the passage, defeat, modification or repeal of any item which may be presented for vote before the City Commission, or any decision-making body under the jurisdiction of the City Commission, or which may be presented for consideration by a City employee as a recommendation to the City Commission or decision-making body.

Lobbyist – means all persons employed or retained, whether paid or not, by a principal who seeks to encourage the passage, defeat or modification of any ordinance, resolution, action or decision of any City Commissioner; any action, decision, recommendation of the City manager or any City board or committee; or any action, decision or recommendation of any City personnel defined in any manner in this section, during the time period of the entire decision-making process on such action, decision or recommendation that foreseeably will be heard or reviewed by the City Commission, or a City board or committee. The term specifically includes the principal as well as any employee engaged in lobbying activities. The term "lobbyist" specifically excludes the following persons:

- i) Expert witnesses who provide only scientific, technical or other specialized information or testimony in public meetings; ii) any person who only appears as a representative of a neighborhood association without compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item; and iii) any person who only appears as a representative of a not-for-profit community based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance.

The persons specifically excluded above from the definition of "lobbyist" shall, prior to communicating with City personnel, disclose in writing to the City clerk, their name, address, and principal on whose behalf they are communicating.

Lobbying firm – means a business entity, including an individual contract lobbyist, that receives or becomes entitled to receive any compensation or the purpose of lobbying, where any partner, owner, officer, or employee of the business entity is a lobbyist.

Principal – means a person, firm, corporation, or other legal entity which has employed or retained a lobbyist.

Employee – means all persons employed directly or indirectly by the City of St. Pete Beach.

Decision-making body – means any board or committee established by the City Commission, City Manager and/or committee appointed by the City Manager.

Sec. 2-69 – Registration of lobbyists.

All lobbyists, as defined herein, shall register with the City Clerk on an annual basis, January 1 each year, including the payment of a \$50.00 fee, or as amended in Appendix A in the City's Code of Ordinances, prior to engaging in any lobbying. Registration shall be updated to add or withdraw principals and/or individual lobbyists before a lobbyist commences lobbying on behalf of any new principal. If the general or specific area of legislative interest changes, written notification shall be filed with the City Clerk reflecting such amendments, and such notification shall be made prior to lobbying on any new subject.

Each lobbyist shall be required to register on forms prepared by the City Clerk. The lobbyist shall state under oath his or her name, business address, the name and business address of each principal represented, that the principal has actually retained the lobbyist, the general and specific areas of legislative interest, position on such legislative interest, and the nature and extent of any direct business association or partnership with any current member of the City Commission, City employee, or person sitting on a decision-making body. Each lobbying firm may register in the name of such firm, corporation, or legal entity, provided the registration shall list the names of all persons who engage in lobbying as defined in this article. Failure to register, or providing false information in the lobbyist registration form, shall constitute a violation of this Ordinance.

Sec. 2-70 – Validity of action.

The validity of any decision, action, recommendation, or determination made by the City Commission, board, committee, or employee shall not be affected by the failure of any person to comply with the provisions of this Ordinance.

All members of the City Commission, boards, committees, and City employees shall be diligent to ascertain that a person required to register pursuant to this Ordinance have complied, and if necessary, request a record of compliance from the City Clerk.

Sec. 2-71 – Record keeping responsibilities.

City Commissioners, board members, committee members, and City employees, as defined in this Section shall be responsible for maintaining a written log, in the form established by the City Clerk, which documents each oral lobbying communication or meeting. The written log shall be on a form as prepared by the City Clerk. The log shall, at a minimum, reflect the name of the lobbyist, the date of the contact, whether telephone or in person oral contact, and the subject matter discussed.

City Commissioners, board members, committee members, and City employees shall deliver their logs to the City Clerk's Office at the end of each quarter and at the conclusion of

their final term in office. City employees must deliver their logs to the City Clerk at the end of each quarter and upon the conclusion of their employment with the City.

Sec. 2-72 – Maintaining registrations and contact logs.

The City Clerk shall accept and maintain the annual lobbyist registrations and the quarterly log of lobbyist contacts, which shall be open for public inspection.

Sec. 2-73 – Prohibited conduct of city officials and employees.

No member of the City Commission, board, committee or employee of the City shall solicit or accept as compensation, payment, favor, service, or thing of value from a lobbyist or principal when such member of the City Commission, board, committee or employee knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or recommendation favorable to the lobbyist or principal.

No member of the City Commission or employee of the City shall appear before the City Commission for compensation for two years from the date he or she leaves the City Commission or City employment.

Sec. 2-74 – Compliance; penalties.

The City Clerk shall monitor lobbyists for compliance with this section and shall develop procedures for suspension of lobbyists until compliance is attained. The City Clerk will alert the City Commission to any instances of non-compliance and will inform the City Commission of any need to institute progressive penalties for repeat offenders.

The penalties for an intentional violation of this Ordinance more than once in a twelve-month period are as follows:

- 1) Second violation shall result in prohibition from lobbying for one year; and
- 2) Third violation shall result in prohibition from lobbying for two years.

Sec. 2-75 – Sec. 2-95 – Reserved.

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

ANNUAL LOBBYIST REGISTRATION

FOR THE PERIOD JANUARY 1, ____ THRU DECEMBER 31, _____

Name _____ Phone _____ Email _____

Mailing Address _____

NAMES OF INDIVIDUAL LOBBYISTS (attach additional sheets if necessary):

1) Name _____

2) Name _____

3) Name _____

4) Name _____

Business Relationships: Does the Lobbying Firm or any of the Lobbyists listed above have any direct business association or partnership with any current member of the City Commission, City employee, or person sitting on a decision-making body (mark one)?

☐ Yes

☐ No

If "yes", attach documentation explaining the nature of each business relationship.

List any local campaign contributions and the amount(s):

LIST THE NAME AND BUSINESS ADDRESS OF EACH PRINCIPAL REPRESENTED, THEIR GENERAL AND SPECIFIC AREAS OF LEGISLATIVE INTEREST, AND THEIR POSITION ON SUCH AREA OF INTEREST.

(1) Name _____

Address _____

General Area of Legislative Interest: _____

Specific Area of Legislative Interest: _____

Position on Area of Interest: _____

(2) Name _____

Address _____

General Area of Legislative Interest: _____

Specific Area of Legislative Interest: _____

Position on Area of Interest: _____

(3) Name _____

Address _____

General Area of Legislative Interest: _____

Specific Area of Legislative Interest: _____

Position on Area of Interest: _____

(4) Name _____

Address _____

General Area of Legislative Interest: _____

Specific Area of Legislative Interest: _____

Position on Area of Interest: _____

(USE ADDITIONAL PAGES IF NECESSARY)

Be advised:

- 1) Completed forms may be scanned and emailed to cityclerk@stpetebeach.org, hand delivered, or mailed to the address below. For those submitting electronically, **registration does not become effective until all fees have been paid and the form has been reviewed and approved by staff.** Staff review will verify all required information has been provided and an effective date will be communicated to registrant.
- 2) This registration expires at 11:59 p.m. on December 31st. A new registration must be filed each year.
- 3) The registration fee is \$50.00, in compliance with the City's Code of Ordinances.
- 4) A revised registration may be submitted throughout the year to add or remove principals and/or individual lobbyists. No charge is required to amend a registration throughout the year. If the general or specific area of legislative interest changes, written notification shall be filed with the City Clerk reflecting such amendments, and such notification shall be made prior to lobbying on any new subject.

By submission of this form, you are attesting that the firm and lobbyist(s) listed above have been retained to represent each principal listed above.

OATH

Under penalties of perjury, I declare that I have read the foregoing document and that facts stated in it are true.

Signature

Printed Name

Title

Date

Submit form with registration fee made payable to the City of St. Pete Beach.

Scanned forms may be emailed to cityclerk@stpetebeach.org

Notice: Cash or Check ONLY. Credit/Debit cards are not accepted.

City of St. Pete Beach
City Clerk's Office
Attn: City Clerk
155 Corey Avenue
Ste. Pete Beach, FL 33706

Registration Fee Paid and Form Accepted: _____
Staff Initial

GENERAL AND SPECIFIC AREAS OF LEGISLATIVE INTEREST

When completing the registration form, registrants shall provide a response for both the “General” and “Specific” area of legislative interest, as required by City Code. Registrants are required to disclose both the “General” and “Specific” areas of legislative interest with sufficient specificity to permit a reasonable individual to clearly associate a lobbyist’s activities to an issue disclosed on the lobbyist’s registration form(s). If a lobbyist is representing a client on multiple issues, each issue must be disclosed separately, and the general & specific nature of each issue must be disclosed in such a manner to permit clear identification of each issue separate and apart from other issues listed on the registration forms. If necessary, the registrant should attach additional pages to their registration forms to clearly disclose all information required by the Lobbyist’s Registration Ordinance.

Issue and Position

It is important to note that lobbyists are required to disclose their principal’s position on an issue. In other words, lobbyists are required to state whether their principal is seeking the passage, defeat, withdrawal, etc. The registration form requires that the area of legislative interest and the position be sufficiently disclosed.

Registrations must also be updated timely to disclose any new/additional issues for which the lobbyist has been retained; registration forms must be updated prior to lobbying activities commencing.

Sufficient Disclosure

When lobbying on issues pertaining to a specific ordinance, resolution, planning department action, etc., the registrant shall refer to the specific identifier associated with the issue – i.e. ordinance no., resolution no., permit no., or other City-issued identifier associated with the subject matter. In most cases, this identifier, along with the issue’s official City title, constitutes the “Specific” area of legislative interest.

On issues which lack a City issued identifier, the registrant must identify the issue with sufficient specificity to give public notice of the particular issue or proposal that is a subject of any communication that constitutes lobbying. This may be accomplished by identifying a specific property (street address or parcel ID) or by identifying a specific agenda item (meeting date, item no., title). For issues relative to real property, the “Specific” disclosure should clearly identify the exact location of the real estate.

With regards to the City budget, it is likely necessary to disclose a specific appropriation, funding topic, program, City department, or other unique element that pertains to the lobbying activities. Merely disclosing that lobbying activities pertain to “the budget” is too vague and, therefore, would constitute an insufficient disclosure.

Upon request, staff of the Clerk’s Office will provide advice to registrants with regards to the “General” and “Specific” responses. Please contact our office if guidance is needed.

LOG OF LOBBYIST CONTACTS

I HEREBY CERTIFY THAT THE BELOW INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: _____ **Week Ending:** _____ **Quarter Ending:** _____

Printed Name: _____ **Date Signed:** _____

Date	Type of Contact (T or V)*	Name of Lobbyist	Principal Represented by the Lobbyist	Discussion Topic	Comments (if any)

*T = Telephone Visit
V = Personal Visit

Original to City Clerk's Office
Copy to Filer

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH**

Agenda Report

Issue Considered: First Read Ordinance 2022-05: Appendix A - Addition of Lobbyist Annual Registration Fee

Date: January 25, 2022

Prepared By: Amber LaRowe, City Clerk

Summary of Issue: This Ordinance is a companion to Ordinance 2022-04 for the regulation of lobbyists and lobbying in the City of St. Pete Beach. Lobbyists must register, annually, and pay the \$50.00 registration fee to the City.

Funding: NA

Requested Motion: "I move to approve the first reading of Ordinance 2022-05."

Attachments: 1. 2022-05 Appendix A for Lobbyist

Ordinance 2022-05

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO APPENDIX A OF THE CODE OF ORDINANCES; ESTABLISHING A LOBBYIST REGISTRATION FEE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Appendix A of the Code of Ordinances.

WHEREAS, the City Commission desires to establish a lobbyist registration fee to be included in Appendix A.

WHEREAS, the City Commission finds these amendments, deletions, and additions to be in the best interest of the citizens of the City of St. Pete Beach.

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. Appendix A of the Code of Ordinances is hereby amended as illustrated in "Exhibit A," which is attached and made a 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 but 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

EXHIBIT A

APPENDIX A FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

Description	Amount
Chapter 2. Administration	
<i>Miscellaneous fees:</i>	
Photocopy charges:	
Per side of page	0.15
Per two-sided duplicated page	0.20
Reprint of color photos up to 5" x 7"	3.00
Reprint of color photos larger than 5" x 7"	Actual cost of duplication
DVD or CD of meetings	5.00
<i>Administrative fees:</i>	
Returned Check fee	25.00
Credit Card Processing Fee	2.50%
Notarization of documents, per document	No charge
Preparation of declaration and notarization of domicile, per preparation	7.00
Temporary street banners permitted by chapter 122 pertaining to signs:	
Erection by city employees	184.00
City civic associations or charitable special events, no fee	
Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
Fees for off-duty fire department personnel special detail work per person (minimum three hours)	50.00
Special event fire vehicle charge per hour per vehicle (minimum three hours)	25.00
<u>Lobbyist Annual Registration</u>	<u>50.00</u>

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.

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2022-02: Establishing Parks and Recreation Impact Fees

Date: January 25, 2022

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: An initial study completed in 2017 indicated three possible general government impact fees that could be established to help recover the cost of service level expansion: parks and recreation, fire rescue, and library fees. At the time, the City had few anticipated capital projects that would be eligible for general government impact fees, and the fees were therefore not implemented.

It remains accurate that the City has few anticipated expansion projects for fire or library services. The recently completed library reconstruction project was a rebuild of the existing footprint and did not add capacity. The same is anticipated for the future replacement of Fire Station 22. However, based on projected growth levels, property acquisition may be required to maintain parks and recreation service levels and such costs are eligible for impact fees.

Using the capital buy-in method, Stantec consultants calculated eligible impact fees of \$1,187 per dwelling unit for parks and recreation purposes. The City may elect to recover less than 100% of the eligible fee, but staff's recommendation is to capture full value to help ensure future development pays for itself. The fee will be assessed for residential expansion projects upon issuance of a building permit and would go into effect 90 days after second and final hearing.

Funding: Total estimated impact fee revenue under the maximum buildout scenario is approximately \$750,000, which would be restricted for capital expansion.

Requested Motion: "I move to approve Ordinance 2022-02 on first reading."

Attachments: Ordinance 2022-02
Stantec presentation

**Reviewed by the
City Manager:** _____

City of St Pete Beach, FL

Parks & Recreation Impact Fee





Agenda

- 1. History & Background**
- 2. Calculation**
- 3. Results**
- 4. Survey**
- 5. Next Steps**



History

- The City entered into a negotiated compliance agreement in 2015, which settled an appeal of the comprehensive plan
- In response to the settlement, the City retained Stantec to evaluate potential **impact fees** for government services
- 2016 Study suggested the following impact fees may have the greatest potential benefit:
 - **Fire/Rescue**
 - **Library**
 - **Parks & Recreation**
- The City has retained Stantec to specifically calculate the impact fees for these services

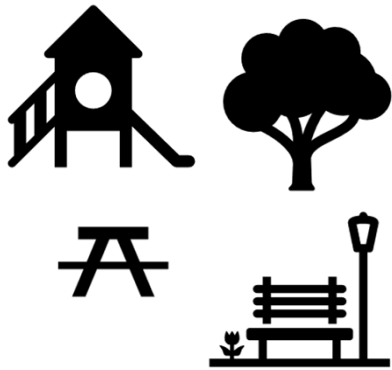


Background

- Impact fees allow new development to “*pay its own way*”
 - Only available for expansion related capital costs
- **Fire/Rescue & Library** services do not have significant needs for capital expansion
- Therefore, **Parks & Recreation** Impact Fee is only fee recommended at this time
- Parks & Recreation facilities predominantly benefit **Residential** properties
 - Impact fee would not apply to Non-Residential land uses

Calculation - Costs

- The **buy-in approach** was used to calculate the parks & rec impact fee
 - The calculation utilizes existing costs and existing units served
 - Excludes any grant funded assets



\$ 8,323,973
Net Book Value of
Existing Assets

Divided by Existing Units



\$1,187.81 per
Equivalent
Dwelling Unit (EDU)



Existing Asset Summary

Asset Category	Description ¹	Cost
Land	Net Value	\$ 2,836,259
Buildings and Improvements	Net Value	\$ 4,987,910
Fleet and Equipment	Net Value	\$ 548,029
Infrastructure	Net Value	\$ 1,923,979
Total Existing Cost		\$ 10,296,177
Less: Grant Funded Assets ²		\$ (1,972,204)
Total Asset Cost for Fee Calculation		\$ 8,323,973

¹ Net Value represents the assets' original cost adjusted for depreciation

² Grant funded assets were identified by Staff



Calculation - Functional Population

- Basis for the proportional benefit between property types (Rational Nexus Requirement)
- Calculated using household size and occupancy factor (67%) from the US Census
- Creates **EDUs per (Dwelling) Unit** shown below

Single Family

Average HH Size: 2.20



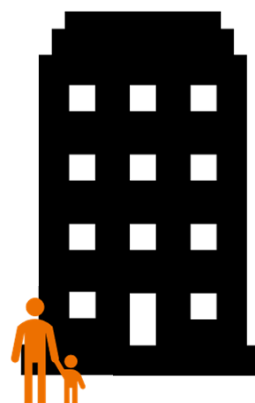
of Units: 4,412

EDUs/Unit: 1.0

Total EDUs: 4,412

Multi Family

Average HH Size: 1.57



of Units: 3,360

EDUs/Unit: 0.71

Total EDUs: 2,386



Results - Fee Schedule

100% Cost Recovery

Land Use	Parks & Recreation Impact Fee per EDU	EDUs/Unit Factor	Parks & Recreation Impact Fee Per Unit	Unit
Single Family	\$1,187.81	1.000	\$1,187.81	Dwelling Unit
Multi-Family	\$1,187.81	0.710	\$843.35	Dwelling Unit



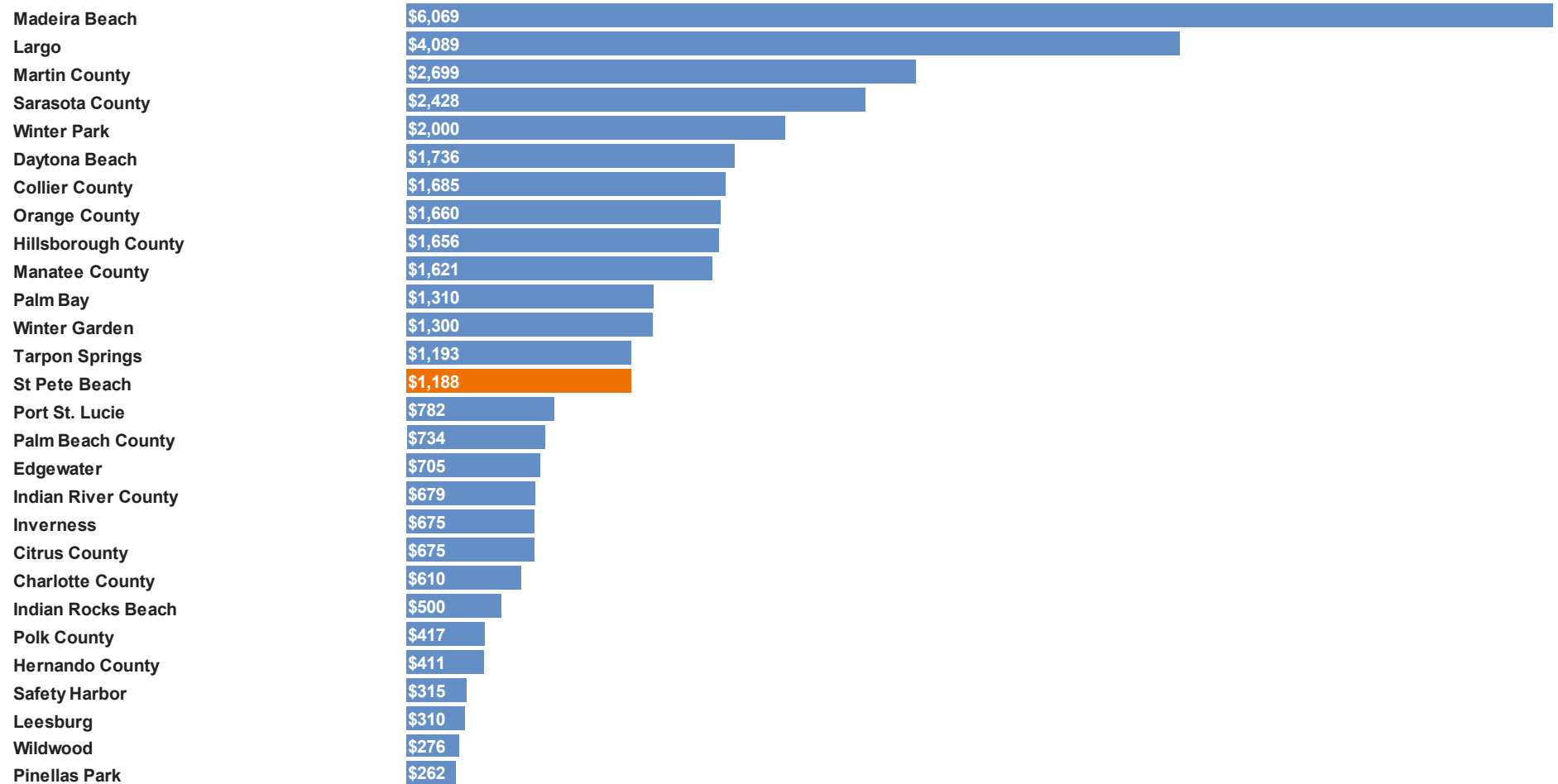
Results – Total Estimated Revenue

Residential Buildout EDU Increase ⁽¹⁾	Parks & Recreation Impact Fee per EDU	Total Estimated Impact Fee Revenue
638.7	\$1,187.81	\$758,654.2

⁽¹⁾ According to the Density Study performed by Kimley-Horn



Parks & Recreation Impact Fee Survey – Single Family





Recommendations

- Adopt up to 100% of the calculated impact fees as shown below:

Parks & Recreation		
Land Use	Impact Fee Per Unit	Unit
Single Family	\$1,187.81	Dwelling Unit
Multi-Family	\$843.35	Dwelling Unit

- Set **public hearing** date for adoption
- Notice required **90 days** before the effective date
- New Impact Fee Legislation (HB 337) limits future increases



Questions?

Andrew Burnham
Vice President
Andrew.Burnham@stantec.com

Ordinance 2022-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO APPENDIX A OF THE CODE OF ORDINANCES; IMPLEMENTING A PARKS AND RECREATION IMPACT FEE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the creation of a parks and recreation impact fee will help recover the cost of service level expansion;

WHEREAS, the impact fee described herein is based on a 2021 report conducted by Stantec consultants;

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. Appendix A of the Code of Ordinances is hereby amended as illustrated in "Exhibit A," which is 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 but 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.

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 9. Effective Date. This ordinance shall take effect 90 days after final reading.

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

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.

Parks and Recreation Impact Fees
Ordinance 2022-02 Exhibit A

Service Classification	Parks and Recreation Impact Fee Per Equivalent Residential Unit (ERU)	ERUs/Unit Factor	Parks and Recreation Impact Fee Per Unit	Unit
Single family	\$ 1,187	1.00	\$ 1,187	Dwelling Unit
Multi-family	\$ 1,187	0.71	\$ 842	Dwelling Unit

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 25, 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

The above changes represent staff recommendations. The attached document provides additional information on each project, as well as alternative projects that could be prioritized. The alternative projects shown in the attachment include future-year CIP projects that could be advanced and expedited. Projects scheduled to be supported by enterprise funds are not reflected in the alternative list due to their funding source.

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.”

Attachments:

Ordinance 2022-01
Exhibit A
Staff recommendations list

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

Proposed re-appropriations

Ordinance 2022-01

Sanitary sewer repairs

- Requested allocation: \$500,000
- Intended to fund Central Ave valve vault repairs authorized by the City Commission on January 11, 2022
- Impact if not approved:
 - Funding would be derived from other project balances, particularly inflow and infiltration rehabilitation, which has direct impacts on reducing treated wastewater flows and therefore expenses.

Gulf Blvd. and 85th – 90th beautification

- Requested allocation: \$290,000
- Beautification and drainage improvements adjacent to right-of-way
- Contemplated as a follow-on to the Transportation Alternatives grant application submitted in October 2021 (photos to follow)
- Impact if not approved:
 - No significant adverse consequences
 - Funding would be requested in FY 2023 budget process



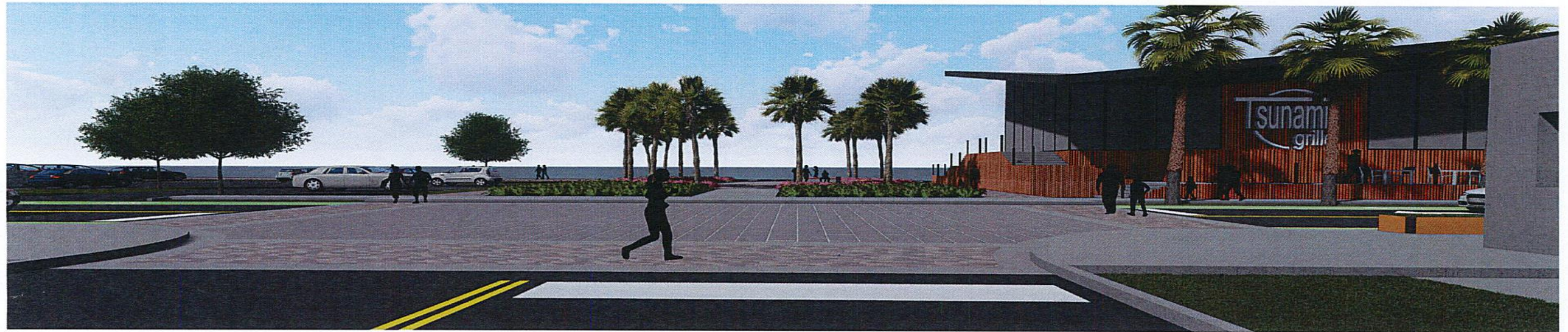


Public Works campus project

- Requested allocation: \$250,000
- Anticipated scope: electrical upgrades for emergency operations; HVAC upgrades; window replacements for hurricane impacts; exterior painting and stucco wall repairs; yard expansion wall; training room and kitchen facility upgrades; mechanic bay improvements
- Intended to advance the allocation currently scheduled for FY 2023; reduces any potential delays in reconstruction activity
- Impact if not approved:
 - Potential reconstruction schedule inefficiencies
 - Equivalent funding would be requested in FY 2023 as originally scheduled

Sunset Way/ Corey Avenue intersection

- Requested allocation: \$250,000
- Roadway and beautification improvements contemplated as part of the Sunset Way beautification visioning (design renderings to follow)
- Impact if not approved:
 - No significant adverse consequences
 - Funding would be requested in FY 2023 budget process



Raised Intersection at Corey Avenue and Sunset Way

City Hall generator

- Requested allocation: \$250,000
- Identified in adopted budget as an unfunded project; current generator capacity (20kw) is inadequate
- Impact if not approved:
 - Continued limited emergency operations capability from City Hall
 - Secondary EOC (South Pasadena church) would continue to be used as needed
 - Funding would be requested in FY 2023 budget process

Fire Station 23 repairs

- Requested allocation: \$100,000
- Intended to fund bay floor (\$10K) and apron (\$30K) concrete repairs as well as administrative restroom improvements (\$60K)
- Impact if not approved:
 - Neglected concrete repairs could become extensive
 - Administrative restroom repairs are not critical, funding would be requested in the FY 2023 budget process

Facility security

- Requested allocation: \$60,000
- Security camera technology upgrades requested for City Hall, Community Center and Public Works facilities
- Impact if not approved:
 - Continued limited security at City facilities
 - Funding would be requested in FY 2023 budget process

Competitive pay adjustments

- Requested allocation: \$50,000
- Allowance intended for employee retention purposes
- Impact if not approved:
 - Potential budget compliance concerns if raises are authorized without sufficient funding

Pressure washing

- Requested allocation: \$35,000
- Park restroom, pavilion, and Community Center maintenance
- Impact if not approved:
 - No significant adverse consequences
 - Funding would be requested in FY 2023 budget process

Digitizing records

- Requested allocation: \$25,000
- Second phase of electronic record storage, intended for Community Development
- Impact if not approved:
 - No significant adverse consequences
 - Funding would be requested in FY 2023 budget process

Hurley Park

- Requested allocation: \$17,000
- Intended for concrete pour under new shelter constructed at Hurley Park
- Impact if not approved:
 - Work has been authorized, funding would be derived from other project balances

8th Avenue alley reconstruction

- Requested allocation: \$15,000
- Intended to fund survey to address alley encroachment issues – unclear property boundaries causing safety hazards for waste pickup.
- Anticipate second round of funding to be requested in FY 2023 for implementation of selected solution(s)
- Impact if not approved:
 - Ongoing safety concerns for waste removal services
 - Funding would be requested in the FY 2023 budget process

Multi-factor authentication

- Requested allocation: \$7,500
- IT enhancements strongly recommended for cybersecurity purposes
- Impact if not approved:
 - Potentially unfavorable cybersecurity insurance renewal premium
 - Funding would be requested in FY 2023 budget process

Alternative projects:

17th Avenue Seawall

- This project is nearing bid solicitation and original funding (\$120,000) is anticipated to be short of the required award.
- If additional funding is required, current expectation is to transfer funds from the Pass-a-Grille seawall project balance, which is not anticipated to be awarded until late FY 2022 or early FY 2023.
 - Grant funding request is pending for Pass-a-Grille seawall project, which could restore original project balance if funds are transferred.
 - Alternative would be to restore funds for Pass-a-Grille seawall project via FY 2023 budget process.
- CIP priority rank: 8

Alternative projects:

Public restroom renovations

- Tentatively scheduled for FY 2023 in the amount of \$125,000
- Project scope contemplates upgrades of City Hall, Community Center, and/or park restrooms to include furnishing and equipment replacements and upgrades.
- Individual locations could be prioritized and brought forward for completion ahead of initial schedule
- CIP priority rank: 10

Alternative projects:

Dock, pier and boat ramp improvements

- Envisioned as a multi-year schedule of planned dock renovations:
 - FY 2024: Don CeSar boat ramp, \$50,000
 - FY 2025: Belle Vista mini park, \$25,000
 - FY 2026: Community Center dock, \$25,000
- Individual locations could be prioritized and brought forward for completion ahead of initial schedule
- CIP priority rank: 13

Alternative projects:

Egan Park concession building

- Tentatively scheduled for FY 2023 in the amount of \$50,000 and could be brought forward for completion.
- Concession and restroom building have been found to require extensive renovation and repairs, such as: roofing, walls, plumbing, electrical, and structural repairs. Reconstruction of the entire structure is possible.
- CIP priority rank: 14

Alternative projects:

HVAC equipment replacement

- Envisioned as a multi-year schedule of planned HVAC replacements based on a 2019 condition assessment:
 - FY 2023: Don Vista, \$50,000
 - FY 2024: Community Center, \$400,000
 - FY 2025: City Hall, \$600,000
- The HVAC systems were installed original to each facility and the systems have proven to be cumbersome and inefficient. Replacement systems are recommended to include variable air control valves and upgraded ducting and controls.
- CIP priority rank: 21

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)

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	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)	\$ -

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	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%