



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, June 10, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -
2. Approval of the Agenda -
- Action Request: Motion to approve the June 10, 2025 agenda.**
3. Helene and Milton Recovery Efforts: Standing Monthly Agenda Item -
 - a. Helene & Milton Recovery and Hurricane Preparedness Efforts**
Monthly update to highlight Helene and Milton recovery efforts and hurricane preparedness
4. Audience Comments -

If you wish to address the City Commission, please fill out a speaker's 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 agenda. Public comment on agenda items will be allowed when that item is called.
5. Consent -
 - a. Approval of the May 27, 2025 City Commission Meeting Minutes**
 - b. Approval of Task Order Amendment #3 with Kimley Horn & Associates, Inc. for Pump Station #1 Rehabilitation Project general engineering services in the amount of \$53,970.00**
Move to approve Task Order Amendment #3 with Kimley Horn and Associates, Inc., for additional construction phase services, permitting, utility coordination, and change order

support for the Pump Station #1 Rehabilitation Project in the amount of \$53,970.00 and authorize the City Manager to execute the task order amendment.

c. Authorize the City Manager to execute the NeoGOV contract agreement with Governmentjobs.com, DBA NeoGOV., for a cost of \$266,817.05.

Motion to authorize the City Manager to execute the NeoGOV contract agreement with Governmentjobs.com, DBA NeoGOV., for a cost of \$266,817.05.

6. Action Items -

a. Resolution 2025-13 (Conditional Use Permit 25057): Request for outdoor music in a dining and drinking area at The Wharf Restaurant (2001 Pass-A-Grille Way)

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CONDITIONAL USE PERMIT FOR THE PLAYING OF OUTDOOR MUSIC IN AN OUTDOOR DINING AND DRINKING AREA AT PARCEL NUMBER 18-32-16-68634-000-0017 WITH ADDRESS OF 2001 PASS-A-GRILLE WAY PURSUANT TO LAND DEVELOPMENT CODE SECTION 15.4.(n); INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Motion Options: Motion to [approve/approve with modifications/deny/continue to date certain of [specify date]] Resolution 2025-13.

b. Resolution 2025-14 (Conditional Use Permit 25058): Request for outdoor music in a dining and drinking area at La Dolce Vita Trattoria Restaurant (7141 Gulf Boulevard)

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CONDITIONAL USE PERMIT FOR THE PLAYING OF OUTDOOR MUSIC IN AN OUTDOOR DINING AND DRINKING AREA AT PARCEL NUMBER 36-31-15-77994-042-0040 WITH ADDRESS OF 7141 GULF BLVD PURSUANT TO LAND DEVELOPMENT CODE SECTION 33.4.(g); INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Motion Options: Motion to [approve/approve with modifications/deny/continue to date certain of [specify date]] Resolution 2025-14.

c. Resolution 2025-16: A Resolution Opposing Offshore Drilling

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, OPPOSING OFFSHORE OIL, DRILLING AND EXPLORATION ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Requested Motion: Motion to adopt Resolution 2025-16.

7. Ordinances -

a. Final reading of Ordinance 2025-12: Amendments to Land Development Code Divisions 16 - CG-2 COMMERCIAL DISTRICT and 33 - CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA CORRECTING ERRORS IN PRIOR ORDINANCES BY AMENDING THE CITY'S LAND DEVELOPMENT CODE DIVISION 16 CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES TO RECOGNIZE AND ALLOW FULL-SERVICE RESTAURANTS, AND DIVISION 33 CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.7 DENSITY AND INTENSITY TO CLARIFY THAT SINGLE-FAMILY RESIDENCES ARE PROHIBITED; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2025-12.

b. Final reading of Ordinance 2025-13 for an Amendment to FY25 Budget

Final reading of Ordinance 2025-13 AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2025 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, WASTEWATER, RECLAIMED WATER FUND, STORMWATER FUND AND CONSTRUCTION PROJECT FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Requested motion: Motion to adopt Ordinance 2025-13.

c. Final reading of Ordinance 2025-14 Sunset Library Advisory Committee

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE TO SUNSET AND END ALL DUTIES OF THE LIBRARY ADVISORY COMMITTEE BY DELETING CHAPTER 22 BOARDS, COMMITTEES, COMMISSIONS ARTICLE V. LIBRARY ADVISORY COMMITTEE CODE SECTIONS 22-136 THROUGH 22-144; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Requested motion: Motion to adopt Ordinance 2025-14.

8. Items for Discussion -
9. City Clerk, City Manager, City Attorney and City Commission Reports -
10. Adjournment -

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

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

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. 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 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting

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.

Helene & Milton Recovery and Hurricane Preparedness Efforts

June 10, 2025



Hurricane Recovery

- Permits
- Damage Determinations
- Appeals
- Next Steps

Hurricane Preparedness

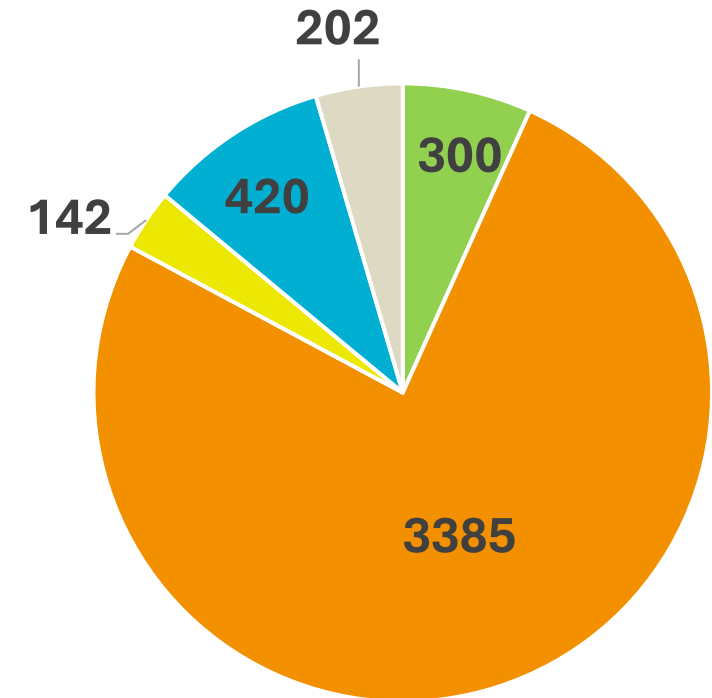
- Training
- Plan Updates
- Hurricane Expo



Permits

10/1/24 – 6/1/25

- **4,449** Applications Submitted
- Permits – Daily Average
- Intake: 269
 - Issued: 54
 - Goal: 60
- Building Permit Inspections – Daily Average
 - Inspections: 103
- Primary Challenges
 - SD Determinations
 - Needing and waiting on additional documentation



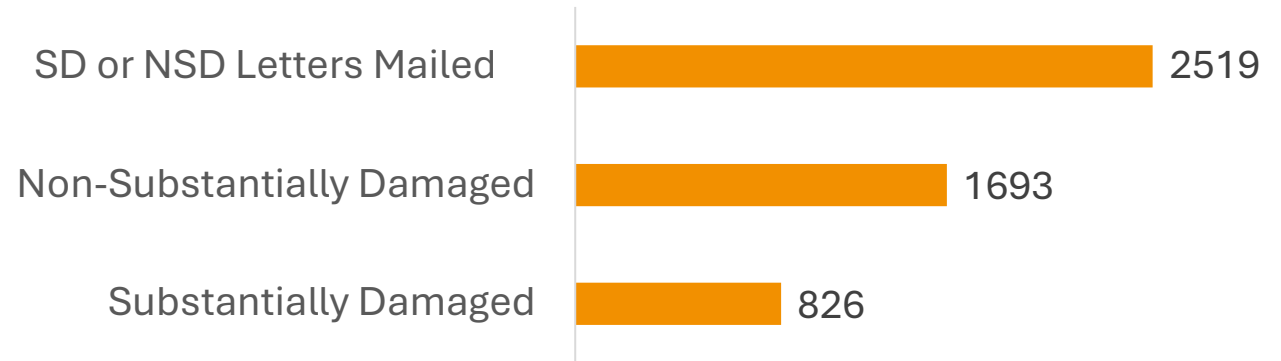
- Received, Not in Review
- Issued
- In Review
- Closed
- Other

Permit Processing

- Waiting on a response from FDEM to determine the variance process for raising of mechanical equipment
- Working with legal to outline the process for disputing a Building Official's determination

Substantial & Non-Substantial Damage Determinations

- 3,520 Assessments Completed (99%)*
- Final batch of 637 SD assessments processed
- Data review, file documentation, and entry into permit portal

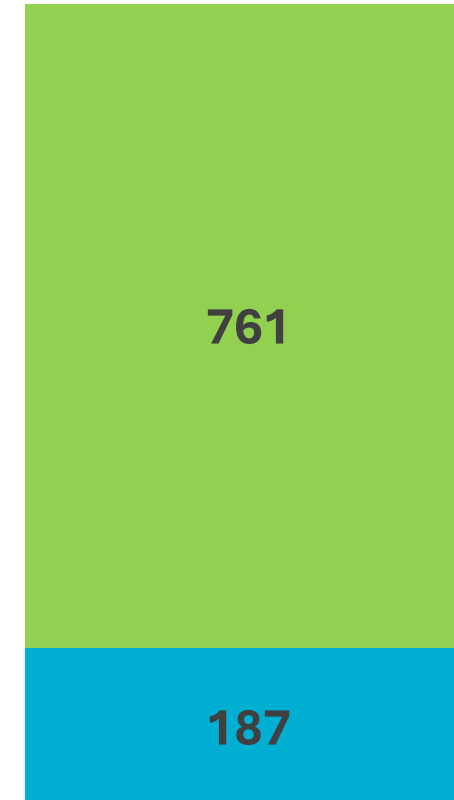


	Substantially Damaged	Non-Substantially Damaged
Commercial	73	223
Residential	753	1470

* Includes Tidal Basin, WFG and In-House assessments

Appeals

- 948 Submitted
 - 187 In Progress
 - 761 Approved
- Recommend photos, private market appraisal, detailed cost of repairs (SI/SD Review Package). May require onsite inspection.



- Appeals Approved
- Appeal Reviews in Progress

Next Steps

1. Continue to work through the responses from the letters sent out in April
2. Process SD Appeals including field assessments
3. Cross reference of pre-firm properties with SD determinations and/or Permits to assemble final list of properties needing assessments or documentation

Hurricane Recovery

[*https://recover.pinellas.gov/*](https://recover.pinellas.gov/)

Putting People First in Hurricane Recovery

We are putting people first by providing a central location for all hurricane recovery resources available now and into the future.

Help Available Now

See all current programs and resources for Pinellas residents and businesses impacted by the recent hurricanes.



[Help for Homeowners](#)



[Help for Renters](#)



[Help for Small Businesses](#)

Important Dates

SBA Economic Injury Loan Deadline: June 30 for Hurricane Helene and July 11 for Hurricane Milton. [Learn more.](#)

Hurricane Preparedness

Training

- National Incident Management System (NIMS) and Incident Command System (ICS)
- Pinellas County - Damage Assessment Training
- Tabletop Exercise on 6/16/25

Hurricane Preparedness

Plan Updates

- Comprehensive Emergency Management Plan
- Departmental Emergency Plans
- Substantial Damage Administrative Plan

Hurricane Preparedness

Hurricane Expo

- June 7, 2025
- Education, preparedness and engagement



Questions?

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

Agenda Report

Agenda Title Name: Approval of the May 27, 2025 City Commission Meeting Minutes

Action Request:

Strategic Objective:

Date: June 10, 2025

Prepared By:

Through:

Summary of Issue:

Funding:

Attachments: 1. 05272025 CC Minutes

DRAFT City Commission Meeting

May 27, 2025

6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, Mayor

Karen Marriott, Vice Mayor, Commissioner, District 1

Lisa Robinson, Commissioner, District 2

Betty Rzewnicki, Commissioner, District 3

Joe Moholland, Commissioner, District 4

STAFF PRESENT:

Frances Robustelli, City Manager

Renee Rose, City Clerk

Ralf Brookes, Interim City Attorney

Devon Schmidt, Finance Director

Marc Portugal, Communications Director

Adam Poirrier, Assistant City Manager/Deputy Fire Chief

Brandon Berry, Senior Planner

Kristin Coman, Senior Planner

Camden Mills, Public Services Director

Laura Canary, Community Development Director

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

1. PRESENTATIONS

a. Fire Department Personnel Proclamation – Lauren Garceau & Jason Wing

City Manager Frances Robustelli introduced the two employees, Lauren Garceau and Lt. Jason Wing, being recognized for their life-saving activity and their response to a very stressful situation that could have turned out differently had they not responded. Mayor Petrilă read a brief background summarizing the events of April 3, 2025 and presented proclamations to each of them.

b. Hurricane Season 2024 After Action Presentation

Assistant City Manager Adam Poirrier provided a high level overview of the city's after-action hurricane review, focusing on post-storm recovery efforts and future preparedness. City departments and a community recovery task force conducted SWOT analyses to identify key issues. Common themes included strong community spirit and rapid aid, but also challenges with communication, outdated equipment, and stormwater vulnerabilities.

In response, the city is streamlining procurement, improving communication tools, enhancing staff training, and updating emergency management plans. They're also preparing for future staffing needs and prioritizing employee wellness. The goal is to improve readiness for future storms while reducing costs by leveraging state and federal resources.

Community Development Director Laura Canary shared that the city is developing a Substantial Damage Administrative Procedures plan (SDAP) to guide damage assessment after major storms, which wasn't in place previously. This standalone plan, currently in draft form, will cover every stage of the damage assessment process, from pre-disaster planning through post-disaster recovery. It will outline procedures, standard operating procedures (SOPs), and use new tools like the 4Runner damage estimator, which improves transparency and integrates GIS mapping for public access. The city is coordinating closely with Pinellas County to ensure consistency across agencies and avoid past data issues. The SDAP also includes guidance for managing permit applications, appeals, and connecting residents with recovery resources and funding. Staff are focused on documenting processes and creating permanent SOPs, so the city is better prepared for future events without having to create procedures on the fly.

Assistant City Manager Poirrier wrapped up by highlighting the city's ongoing investments in infrastructure to build back stronger and improve resilience against future storms. This includes upgrades to stormwater systems, facilities, backup power, communication systems, and flood protection. The goal is to reduce future storm impacts. He communicated an appreciation for city staff, recognizing their continued hard work during recovery while also preparing for the future. Despite challenges, departments are actively learning from past experiences and making necessary improvements.

Commissioner Moholland expressed disappointment about the low public turnout tonight, given the importance

of the issues being discussed. Current staff have valuable experience, but turnover is inevitable. He asked where the master SOP will reside and how it will ensure continuity in the city's response to future disasters. Pinellas County lacked a master SOP. He wants to ensure St. Pete Beach is fully prepared for future storms or worse events. Mr. Poirrier said the city's Comprehensive Emergency Management Plan (CEMP) serves as the overarching guide for storm response and recovery. However, it's not department-specific, so each department is also required to have a Continuity of Operations Plan detailing how they will function during and after a disaster. The fire department typically oversees and reviews all emergency plans to ensure the city can operate effectively in a crisis. Many existing plans, locally and regionally, were created without the benefit of firsthand storm experience and now require significant updates. These plans, including the Emergency Operations Center (EOC) organizational chart, are not meant for a bookshelf, but are meant to be reviewed annually and updated with lessons learned from recent events to ensure continuity even if leadership changes. Strengthening and updating these plans is a top priority.

Commissioner Rzewnicki asked if the recovery task force is still meeting and noted both the task force and the staff SWOT placing "communication" as a weakness. She asked for more details on communication and suggested using multilingual communication apps and volunteer networks for distributing supplies. Mr. Poirrier confirmed the task force has concluded its meetings. He offered to share more detailed communication updates. Senate Bill 180 will require more standardized and accessible public communication. Staff are working to eliminate interagency confusion, enhance emergency messaging, and ensure the emergency management plan applies to all types of disasters, not just hurricanes.

Commissioner Robinson asked whether the city is reaching out to other communities impacted by major storms, like Hurricane Ian, to learn from their experiences. Mr. Poirrier confirmed, citing recent visits to Lee County and ongoing collaboration with contacts across the state. He emphasized that reviewing other cities' plans is a more effective strategy than starting from scratch. The goal is to learn what worked, and what didn't, to improve the city's disaster response, and potentially help others in the future as well.

Mayor Petrila said after roads were cleared by noon the day of the storm, residents were still blocked from returning for two more days due to a decision by the sheriff. The city had no advance notice and found out at the same time as the public. Mr. Poirrier said the issue has been raised in meetings. However, decisions remain solely under the sheriff's control. Mayor Petrila said the city was often not informed ahead of time about critical updates like utility shutoffs or bridge closures. These were often first seen on social media. Mr. Poirrier said the county is aware and working on improving internal communication, including revising how and when meetings are held to ensure timely and consistent information sharing. Improvements are expected before the next storm season.

2. APPROVAL OF THE AGENDA

Mayor Petrila pulled Consent Item 4d to become Action Item 5b. Commissioner Moholland requested to add Limestone Riprap as a Discussion Item.

Motion: Vice Mayor Marriott moved, Commissioner Moholland seconded, and the motion carried 5-0 to approve the May 27, 2025 City Commission Agenda, as amended.

3. PUBLIC COMMENT

No members of the public came forward.

4. CONSENT

- a. Approval of the Commission Budget Workshop #1 and May 13, 2025 City Commission Meeting Minutes
- b. Approval of Facility Use Agreement with St. Pete College for use of their facility for EOC
- c. Approval of Re-appointment to the Firefighters' Pension Board of Trustees
- d. ~~Authorize the City Manager to enter into an interlocal agreement with Pinellas County for continued collection of multimodal impact fees~~

Motion: Commissioner Moholland moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve the May 27, 2025, City Commission Consent Agenda, as amended.

5. ACTION ITEMS

a. Preliminary Plat Case No. 25040 - 5390 Gulf Blvd (Sirata Beach Resort)

Brandon Berry, Senior Planner, summarized Preliminary Plat Case 25040 for 5390 Gulf Boulevard, currently the site of the Sirata Beach Resort. The applicant is requesting to replat the property into two separate tracts. The proposed plat includes a slight jog at the front property line, continuing straight to the mean high water line at the rear. This request was reviewed by the Technical Review Committee, which provided mostly technical comments to be addressed at final plat. A draft covenant in lieu of unity of title has been submitted and is under legal review. The applicant has been asked to address a land development code requirement stating that side lot lines should be at right angles to street lines where practical, which is relevant due to the jog in the proposed property division. Mr. Berry noted a pending state bill that, if signed by the governor, would allow administrative approval of plats meeting technical standards starting July 1, removing Commission review for final plats. Because the bill is not yet law, the preliminary plat is being presented to the Commission under current code requirements.

Discussion followed that clarified that the request is for approval of a preliminary plat, not variances. The financing of the project was also discussed, which during the previous CUP application was said to be self-financed. A condition was noted about the property needing to return for review if it were sold. The CUP was approved with the understanding that the property would remain one development. The current replat would create two separate parcels, but a covenant would require that the parcels function together as a single zoning lot. The development would maintain its unified status for future construction and planning purposes. The difference between a “unity of title,” which combines parcels under one tax ID, and a covenant to unify the title, which keeps separate tax IDs but treats the parcels as one zoning lot, was explained. The City Attorney noted that while the replat creates two tax parcels, the covenant ensures they are considered one unified zoning lot, preserving the development controls established by the CUP unless changed by future Commission action. This arrangement allows the parcels to remain separate legally for tax purposes but bound together for zoning and development regulations. City Attorney Brookes said the declaration he added was a replication of Condition 7. One practical implication of having a unified lot is that internal side setbacks and some other dimensional requirements that normally apply to individual lots do not have to be met. He then read into record Conditions 7, 9, and 4.

Discussion continued, noting that the unity of title, which the CUP was based on, means the entire property is treated as a single development site. The original plan included rehabilitating the Sirata, building a Hampton Inn, and possibly a JW Marriott. Under this unity of title, selling part of the property, like the Hampton Inn, would still require the entire site to be treated as one development. Subdivision plats describe parcels for ownership and financing, but because of the unified development covenant, any sale would still hold all owners jointly responsible for completing the whole development. The Commission would have to approve any sale and could require a public hearing to verify the buyer’s financial and technical ability to complete the project. The development wouldn’t have to meet typical side setbacks between buildings because the lots are unified. Concerns were raised about whether this unity means the development will always remain intact or if it could be broken up and sold in pieces, potentially leaving empty lots undeveloped. The covenant is designed to prevent that without city approval. There were questions about the plat showing all necessary easements, especially with upcoming state laws potentially limiting Commission involvement in plat approvals. Easements must be shown on the plat before final approval, but administrative approval may replace public hearings in the future. The plat’s lot lines do not meet typical right-angle standards due to existing building locations, which is justified as “not practical” under the code. It was confirmed the replat does not change the previous CUP approval as long as the unity of title covenant remains in place, ensuring the property stays unified for development purposes, preventing sales or splits that would violate city codes without further approval.

Kevin Reali, Stearns Weaver Miller, responded to the Commission's questions. The plat primarily changes how the property is described for tax and financing purposes but does not affect the amount of tax owed, which is based on how the lines are drawn. Columbia Sussex has demonstrated through financial documentation that it has the capability to finance and develop the project itself, with no agreement in place to avoid financing. Financing is possible and anticipated as part of the project. Columbia Sussex is required to be the developer unless the project returns to the Commission for approval for a new developer. After the development is complete and approved by the city, zoning conditions continue to apply, meaning no new development can occur without meeting those conditions. The unity declaration involved is not a legal unity of title, which relates to ownership, but rather a declaration to the city that the property is considered a single zoning lot in perpetuity. This ensures that the development functions as one cohesive entity, with shared parking, access, and deliveries, preventing any part from being altered without the cooperation of all parties involved. The city holds the right to enforce this unity and the conditions in the CUP, and these restrictions remain even if ownership changes unless the city approves any changes. Easements needed for development are recorded and must be in place to obtain building permits and approvals. The lot lines in the plat were drawn to fit the proposed development logically, accommodating both existing and future buildings as well as access and density requirements set out in the CUP. While the lines could be redrawn if the Commission prefers, that change would not affect the overall development or zoning compliance. Finally, development cannot move forward until ongoing litigation is resolved. The plat and related agreements create a structure that ensures the property is developed as a unified project under Columbia Sussex's control, with the city enforcing development and zoning conditions.

Scott Gilner, Kimley Horn, said Tract A1 (to the north) is 3.87 acres and Tract A2 (to the south) is 4.76 acres. The unit density remains at 74.99 units per acre, as determined by the CUP, not the replat. The replat divides the property into two tracts and does not change the total allowable units or development density because the CUP governs that. The reason for the split, especially how the line is drawn, relates to financing. Columbia Sussex wants to separate the JW Marriott portion because there are existing buildings on that parcel that will be demolished. Banks have issues financing property that currently has equity through existing buildings if those are going to be removed. Separating the parcel helps clarify what is being financed. The proposed line may cut through a building, it does not affect the development plan or CUP compliance. Using right angles to meet code wouldn't change the outcome but might complicate the layout, which is why the line is drawn the way it is.

There was further discussion about why the original line was presented when city regulations call for straight lines in alignment with streets. There were concerns that the development was previously described as a single integrated resort and is now being split into two parcels and whether early financial representations were misleading. Mr. Reali said financing was always noted as a potential factor, and that the split is part of making the project financially viable. Mr. Gilner said Gulf Blvd is not straight north-south, so no property lines will be square, but noted a more perpendicular line can be drawn.

PUBLIC COMMENT

John Kurzman, 5810 Bahia Honda Way S, was initially concerned about the project but was reassured by existing conditions, including a required unification agreement. However, after seeing changes in the application, like different buildings and traffic flow, he raised concerns that these updates may not go back to the Commission for review. With Senate Bill 784, he's unsure if the city will still have oversight and wanted clarification on whether significant changes will still be reviewed.

Discussion continued around whether the Commission can legally proceed with approving a proposed replat and lot split for a development project while an appeal is still pending in court. If the replat is approved but the developer later abandons the project and sells the lots separately, would that action return to the Commission to release the unified development agreement? While the developer could sell the lots, as legal restraints on property sales aren't allowed, any new development or change from the original CUP would require city commission

approval, including demonstration of financial and technical capacity by any new owner. Mayor Petrila cited the city's Land Development Code, which states that if a decision is under appeal, all actions affected by that decision must be stayed until the appeal is resolved. The applicant's attorney has confirmed on multiple occasions that the replat request is in furtherance of the overall development plan, for purposes of financing and maintaining unit density, linking it directly to the CUP currently under appeal. City Attorney Brookes read Sec. 3.14(c) "When an appeal is filed, all proceedings in furtherance of the action affected by the decision being appealed from shall be stayed, unless city manager certifies, after the notice of appeal has been filed with the city, that by reason of facts stated in the certificate, a stay would cause imminent peril to life or property." Since the appeal has been filed, is fully briefed, and awaiting a court ruling, moving forward would violate the code. Further comments were made about the plat design itself, with Commissioners agreeing they want to see straight lines, as required by the Land Development Code. When Senate Bill 784 changes the process for approvals, staff must still follow code requirements.

Point of Order was called by Kevin Reali, applicant's attorney, who said the platting doesn't have anything to do with development. It is for the purposes of financing. Platting doesn't approve development. If it is approved administratively, the applicant will proceed under the state statute and understand the Commission's direction on the way the lines are drawn.

Motion: Commissioner Moholland moved, seconded by Commissioner Robinson, and the motion carried 5-0 to continue Preliminary Plat No. 25040 until such time that the appeal has been heard, the plat has been redrawn with right angles per the LDC, and all easements are shown on the plat pursuant to state statute.

Mayor Petrila called a recess at 8:13 p.m. and reconvened the meeting at 8:20 p.m.

b. Authorize the City Manager to enter into an interlocal agreement with Pinellas County for continued collection of multimodal impact fees

Mayor Petrila moved this item for clarification. Discussion included whether to approve an interlocal agreement with Pinellas County that would allow the county to continue reallocating multimodal impact fees collected in St. Pete Beach to other areas. Under current law, impact fees must be used where they're collected unless an interlocal agreement is in place. A new state law taking effect in October 2025 reinforces this, requiring agreements to maintain the current practice of spending the money elsewhere. This agreement would codify a system where local fees leave St. Pete Beach, without sufficient benefit to its residents. Commissioners questioned the advantage to the city and whether they could use the situation as leverage to negotiate a better deal, such as receiving more of the money collected locally. Currently, the city keeps 54% of the multimodal fees, and the county retains 46% plus interest. The city is grouped in a district with Treasure Island and Tierra Verde, so money could be spent in those areas without further approval. Without the agreement, the law would require money to be spent in the area impacted, based on a development's traffic study. St. Pete Beach could potentially retain more money, as much as \$1.5 million from upcoming major developments, based on current studies. Concerns were raised about how the county is using the money and whether developers benefit more from the new rules, like the 10% discount in fees without an agreement. There was consensus to delay approval of the agreement and direct the City Manager to speak with the County Administrator.

6. ORDINANCES

a. First Reading of Ordinance 2025-10: Amendments to Land Development Code DIVISION 26 – SIGN ORDINANCE

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING AMENDMENTS TO LAND DEVELOPMENT CODE DIVISION 26 SECTIONS 26-1 THROUGH 26-42 ENTITLED SIGN ORDINANCE TO ENSURE CONTENT-NEUTRAL SIGN DEFINITIONS, STANDARDS,

REGULATIONS AND REQUIREMENTS, AND ADOPTING AMENDMENTS TO THE REQUIREMENTS FOR PERMITTING, ENFORCEMENT, AND MAINTENANCE FOR NEW, EXISTING AND NONCONFORMING SIGNS IN ALL ZONING DISTRICTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Brandon Berry, Senior Planner, summarized the proposed ordinance update. It brings the city's regulations into compliance with the Supreme Court's *Reed v. Town of Gilbert* ruling, which prohibits content-based sign restrictions. Under this ruling, cities can no longer treat signs differently based on their message, for example, differentiating between real estate and garage sale signs. To comply, the ordinance reclassifies signs based on property use and event predictability rather than content. The ordinance also modernizes and simplifies the existing code. It reduces the current 15 sign districts to four based on development intensity (low, medium, high) and one for residential areas with limited commercial uses. It also allows new types of signs citywide based on use, for instance, theaters can have marquee signs, and commercial properties can have sandwich boards. Key changes include allowing pole signs in landscaped settings, encouraging higher-quality signage by excluding decorative elements from size limits, and distinguishing temporary signs by whether events are predictable or not. Another proposed change that has been struck out due to SB 180 was the original proposal to lower the damage threshold from 50% to 25% for nonconforming signs to be brought into compliance. Staff removed that part of the ordinance. The ordinance would allow unlimited temporary signs in the month leading up to an election. Provisions were also added to support businesses after disasters, letting well-maintained nonconforming signs remain temporarily and permitting banners when reopening during local emergencies. Dimensional updates are modest: freestanding sign heights would increase slightly, up to 10 feet downtown and 15 feet in commercial zones, and multi-tenant properties would be limited to one freestanding sign per 200 feet of frontage to reduce clutter. Wall sign rules remain unchanged. Some issues are not addressed, including changes to electronic message boards and mural regulations. The current rule requiring the removal of nonconforming digital signs outside a designated area by 2027 remains. The ordinance also does not include a mandate for unified design standards among businesses in shared developments. The city's current illuminated sign limit of 50 square feet remains unchanged, meaning only that portion of a sign can be lit, even if the full sign is larger. Historic signs, like the Bon-Aire sign, can still be replaced in their original size and location even if damaged beyond 50%, as that exemption remains. The proposed ordinance was drafted as a comprehensive package to offer slightly more permissive rules for businesses that comply with the new code while also encouraging faster compliance by lowering the threshold for required replacement of deteriorating, non-conforming signs from 50% to 25%, but as noted earlier, it was removed because of SB180. While the content-neutral aspects of the ordinance can't easily be separated from the broader code revisions, specific standards like sign height or area can still be adjusted based on commission feedback. The freestanding sign height is being proposed higher than the current limit mainly because staff reviewed existing signs and their proportions within districts, aiming to provide an incentive for business owners to voluntarily comply with the updated code. The proposed heights—10 feet or 15 feet for pole signs—would depend on the district and sign type, with the height measured to the top of the sign itself, not the pole. Regarding wall signs and murals, purely artistic, non-commercial murals would not count toward sign size limits, but any commercial messaging in a mural would be regulated as a wall sign.

Discussion included concerns about the increased height limits, noting prior discussions favored lower monument signs and that taller signs are generally unpopular with residents. The higher limits are intended as part of a broader incentive package tied to redevelopment and compliance. The abandoned sign rule defines abandonment as no content for 90 days and is linked to building occupancy; a "For Rent" message could prevent abandonment status if the building is actively seeking a tenant. Enforcement timelines for poorly maintained signs could be extended from two days to a more reasonable period like seven or fourteen days. There was also discussion on Senate Bill 180, which restricts imposing stricter sign regulations during a state of emergency but allows incentives. Higher sign heights are seen as incentives, not new burdens. There were concerns about allowing

multiple tall signs every 200 feet along property frontage, as this could lead to visual clutter despite limits on total permitted signs.

Philip DiMaria, Kimley Horn, said the 15-foot maximum sign height was chosen to balance encouraging businesses to comply with the sign code along main commercial corridors, which are more automobile-oriented and benefit from consistent signage. It also considers fairness to businesses with varying amounts of frontage, ensuring they have equitable opportunities to advertise based on their commercial viability.

Discussion included concerns about raising the maximum height of freestanding signs from 8–12 feet to 15 feet. Staff said this would help bring tall, non-conforming signs into compliance and accommodate visibility along auto-heavy corridors. Commissioners opposed the increase, saying it conflicts with the city’s goal to reduce clutter and improve aesthetics. The consensus was to keep existing height limits or standardize them without exceeding current levels. There was also discussion about reintroducing pole signs, currently banned. Staff proposed allowing them if placed in landscaped areas. Commissioners were split, with some acknowledging they may be necessary for older, space-limited businesses, but they are unattractive and don’t align with the city’s vision. Alternatives like wall or fascia signs were favored. Regarding sign size, staff proposed a modest increase due to definitional changes, but the Commission requested to keep the current 50 and 100 square foot limits. The Commission also debated how many signs are allowed per property. Staff clarified that multi-tenant properties would be limited to one freestanding sign per 200 feet of frontage under the new rules, to avoid sign overload without reducing total sign allowances.

Temporary signage, especially for elections, raised legal concerns. The current rule allows one sign per issue, but this is likely unconstitutional because it relies on reading and interpreting the sign content. Staff recommended a content-neutral approach, like a set number of temporary signs per property regardless of message. There was concern about clutter but acknowledgment of legal constraints and the Commission asked staff to work with the City Attorney to revise the rule. There was consensus to keep pole signs prohibited unless a business can demonstrate, via a variance, that it has no other feasible sign options. This would allow flexibility for unique site constraints without broadly allowing more pole signs. Staff confirmed that variance requests would remain available and that pole signs would still be prohibited on rooftops. The commission acknowledged that pole signs are costly and typically only used when absolutely necessary.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Robinson moved, seconded by Commissioner Moholland, and the motion carried 5-0 to approve the first reading of Ordinance 2025-10, as amended, with changes in total signs permitted, freestanding sign height and area returned to current, pole signs not permitted unless through a variance, and return the damage threshold back to 50%.

Motion: Commissioner Robinson moved, seconded by Commissioner Moholland, and the motion carried 4-1 to extend the meeting to 11:00pm. Vice Mayor Marriott voted no.

b. First Reading of Ordinance 2025-08: Amendments to Land Development Code DIVISON 40 – COMMUNITY REDEVELOPMENT DISTRICT – EIGHTH AVENUE

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE ST. PETE BEACH LAND DEVELOPMENT CODE DIVISION 40 – COMMUNITY REDEVELOPMENT DISTRICT – EIGHTH AVENUE (CRD-EA), SECTIONS 40.1. PURPOSE AND INTENT. AND 40.9. SETBACKS.; ADOPTING SECTIONS 40.13. ASSEMBLY OR LOT SPLIT OF A PARCEL(S), VACATION OF EASEMENTS OR RIGHT-OF-WAYS., 40.14. GENERAL BUILDING DESIGN, 40.15. DESIGN REVIEW AND REQUIRED

DRAWINGS, AND 40.16. PASS-A-GRILLE HISTORIC OVERLAY DESIGN GUIDEBOOK; TO AMEND AND ADOPT DEVELOPMENT STANDARDS TO PRESERVE THE HISTORIC CHARACTER OF PASS-A-GRILLE'S EIGHTH AVENUE AND VICINITY AND INCREASE COMPATIBILITY OF NEW DEVELOPMENT WITH THAT CHARACTER; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

Brandon Berry, Senior Planner, said this amendment updates Division 20-Overlay and Division 40-Zoning for most properties in Pass-a-Grille, but does not change Division 28, which covers historic preservation citywide, including historic structures in Pass-a-Grille. The changes come after a two-year process to better align district standards with their goals, strengthening design review, and preventing large-scale developments that don't fit the historic character of 8th Avenue and the overlay area. The process included multiple workshops and recommendations from the Historic Preservation and the Planning boards, all supporting the amendments as consistent with the comprehensive plan. Key changes include making building to the overlay mandatory when certain conditions are met, enhanced design review requirements including architectural review, and a guidebook in development to help property owners with compliance. Driveways must now be placed in rear alleys, with some exceptions for narrower alleys if approved by the historic board. While accessory structures are generally prohibited in front yards, pools are allowed if setback requirements are met. Design standards are introduced for 8th Avenue, where none existed before, with height measured from grade or flood elevation depending on the building type, rooftop mechanical screening required, and a building length limit of 80 feet. Due to SB 180, design review is now strongly recommended but not mandatory, though historic board review remains an informational step. The historic board must also review any lot consolidations. Next steps include finalizing the design guidebook with the historic board before bringing the ordinances back for final approval, likely in July. Separate motions are requested for the two ordinances.

PUBLIC COMMENT

No members of the public came forward.

Discussion included an appreciation for the Historic Preservation Board and staff's extensive work and careful review throughout this process, recognizing the effort involved in shaping these amendments.

Motion: Commissioner Moholland moved, seconded by Commissioner Robinson, and the motion carried 5-0 to approve the first reading of Ordinance 2025-08.

c. First Reading of Ordinance 2025-07: Amendments to Land Development Code DIVISION 20 – PAG PASS-A-GRILLE OVERLAY DISTRICT

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE ST. PETE BEACH LAND DEVELOPMENT CODE DIVISION 20 – PASS-A-GRILLE OVERLAY DISTRICT, RENAMING TO DIVISION 20 – PASS-A-GRILLE HISTORIC OVERLAY DISTRICT; AMENDING SECTIONS 20.01. PURPOSE AND INTENT., 20.02. DEFINITIONS., 20.03. PERMITTED PRINCIPAL USES AND STRUCTURES., 20.05. ALLOWABLE CONDITIONAL USE., 20.06. PROHIBITED USES AND STRUCTURES., 20.07. DENSITY, INTENSITY AND ASSEMBLY OF PARCELS., 20.10. REDUCED SETBACKS FOR CONTRIBUTING STRUCTURES GRANTED A CERTIFICATE OF APPROPRIATENESS., 20.11. MINIMUM BUILDING TYPE REQUIREMENTS., 20.12. SUBDIVISION OF LOTS., AND 20.13 APPLICABILITY AND BUILDING TYPE ASSIGNMENT; REPEALING SECTION 20.13. RESIDENTIAL DEVELOPMENT OPTION FOR SINGLE-FAMILY HOMES. AND ADOPTING SECTION 20.13 APPLICABILITY AND BUILDING TYPE ASSIGNMENT.; RENAMING AND AMENDING SECTION 20.14 VACANT PARCELS. TO SECTION 20.14. LOT SPLIT, ASSEMBLY OF PARCELS, VACATION OF EASEMENTS AND/OR RIGHT-OF-WAYS; AMENDING SECTIONS 20.15. PERMITTED BUILDING TYPES, 20.16. PRIVATE FRONTAGE, 20.17. BUILDING HEIGHT, 20.18. MINIMUM OFF-STREET PARKING REQUIREMENTS, 20.19. ALLEYWAYS AND DRIVEWAYS, 20.20.

LANDSCAPING STANDARDS, 20.21. SCREENING OF ELEVATED BUILDINGS, 20.22 GENERAL BUILDING DESIGN (RESIDENTIAL); AMENDING AND RENAMING 20.23. GENERAL BUILDING DESIGN (NON-RESIDENTIAL) TO 20.23. GENERAL BUILDING DESIGN (NON-RESIDENTIAL AND MIXED-USE BUILDINGS); AMENDING SECTION 20.24. DESIGN REVIEW AND REQUIRED DRAWINGS; AND ADOPTING SECTION 20.25. PASS-A-GRILLE HISTORIC OVERLAY DESIGN GUIDEBOOK; TO ADOPT DEVELOPMENT STANDARDS TO PRESERVE THE HISTORIC CHARACTER OF PASS-A-GRILLE AND INCREASE COMPATIBILITY OF NEW DEVELOPMENT WITH THAT CHARACTER; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Moholland moved, seconded by Commissioner Robinson, and the motion carried 5-0 to approve the first reading of Ordinance 2025-07.

7. RESOLUTIONS

a. Consideration of Resolution 2025-15 establishing the date for the 2025 Special Municipal Election and the Qualification Period for the Commissioner for District 4

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, ESTABLISHING THE DATE FOR THE 2025 SPECIAL MUNICIPAL ELECTION AND THE QUALIFICATION PERIOD FOR THE COMMISSIONER FOR DISTRICT 4.

Mayor Petrila said this resolution is due to District 4 Commissioner Moholland resigning effective June 16, 2025. According to the city charter, if the next regular election is more than six months away, a special election must be called, and a replacement appointed until that election. The resolution sets November 4, 2025, as the special election date, with candidate qualifying from June 23 to July 7. November was chosen because it's the earliest available date offered by the election office and aligns with other local elections.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Robinson moved, seconded by Vice Mayor Marriott and the motion carried 5-0 to approve Resolution 2025-15.

8. ITEMS FOR DISCUSSION

a. Discussion and Direction on Communication Strategy to Call for District 4 Appointees

Mayor Petrila summarized what the commission did last time an appointment occurred. The City Clerk will solicit nominations from interested candidates, requesting each candidate to have at least 15 endorsements from registered voters within the district, interview the nominees, and then vote to appoint a replacement once the seat is officially vacant. The nomination period was proposed to close a week before the next commission meeting to give the City Clerk enough time to prepare the agenda. Interviews can be scheduled for the June 10 meeting, but the appointment vote cannot occur until Commissioner Moholland's resignation is official. The discussion included concerns about the timeline being tight, especially with the holiday season, but it is still longer than the process used before. If Commissioner Moholland agrees to extend his resignation date to June 24 or 25, this would allow a longer nomination period of about three weeks, giving candidates more time to gather endorsements. Commissioner Moholland would be allowed to participate in interviewing candidates but would not be able to vote on his successor. The City Clerk will verify whether the endorsements need to be certified by election officials. The discussion highlighted the importance of transparency, consistency, and avoiding the problems

experienced previously when the appointment process was changed midstream or perceived as unfair. Commissioner Moholland expressed a willingness to extend his resignation to 11:59 p.m. on June 24, with a special Commission meeting planned for June 25 at 6 p.m. to appoint his replacement. The nomination deadline would be June 17 to allow for proper agenda posting.

b. Limestone Riprap for Seawall Reinforcement

Commissioner Moholland noted the city newsletter he received. It highlighted a seawall improvement initiative, which he was pleased to see, especially after previously expressing concern about the city's efforts to encourage residents to enhance their seawalls. A longtime resident reached out with a suggestion involving the use of limestone riprap for seawall reinforcement and inquired about the permitting process. The resident also proposed that the city consider creating a staging area, possibly near the Don Cesar boat ramp, where contractors could purchase and load the limestone riprap. Moholland state this is a practical and environmentally beneficial idea that could support both residents and the city and urged the commission to explore the proposal further.

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

City Clerk – had no report

Frances Robustelli, City Manager – It's turtle season and she's instructed Code Enforcement staff to fully enforce the current beach ordinance. Staff will provide metrics to include in her weekly update.

City Attorney Brookes – had no report

Commissioner Moholland – had no report

Commissioner Rzewnicki – Gulf Beaches Elementary magnet school has their 5th grade graduation tomorrow at the Community Center. They will be moving back into the school before school begins in the fall.

Commissioner Robinson – Shout out to Bill Loughery who joined her for her library hour to discuss historic preservation. Her next library hour is June 20, 2025 at 5:00pm.

Vice Mayor Marriott – had no report

Mayor Petrila – This past week, he and the city manager participated in a resilience-focused event at the University of Florida, hosted by the Florida Institute for Building Environmental Resilience (FIBER) and sponsored by Duke Energy. The event brought together representatives from selected cities impacted by hurricanes to discuss post-storm challenges, resiliency projects, and explore funding opportunities, especially related to infrastructure like sewer systems, stormwater management, and flood prevention. He appreciated the invitation, noting that their city was one of only four chosen in the state, and is optimistic about continuing collaboration to secure additional resources and solutions.

Mayor Petrila adjourned the meeting at 10:37pm.

MINUTES APPROVED:

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

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

Agenda Report

Agenda Title Name: Approval of Task Order Amendment #3 with Kimley Horn & Associates, Inc. for Pump Station #1 Rehabilitation Project general engineering services in the amount of \$53,970.00

Action Request: Move to approve Task Order Amendment #3 with Kimley Horn and Associates, Inc., for additional construction phase services, permitting, utility coordination, and change order support for the Pump Station #1 Rehabilitation Project in the amount of \$53,970.00 and authorize the City Manager to execute the task order amendment.

Strategic Objective: Resiliency

Date: June 10, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: On October 26, 2021, the City executed a task order with Kimley Horn & Associates, Inc. for general engineering services for the Pump Station #1 Rehabilitation Project in the amount of \$315,262.00. On February 16, 2023, Task Order Amendment #1 was approved in the amount of \$13,172.00 to perform architectural and geotechnical support services. On December 4, 2023, Task Order Amendment #2 was approved in the amount of \$24,273.00 to perform value engineering. The proposed Task Order Amendment #3 adds \$53,970.00, bringing the total contracted amount to \$406,677.00.

Amendment #3 scope includes:

- **Construction Phase Support:** additional meetings, inspection visits, and coordination due to extended construction timeline related to long-lead equipment (i.e. generator, odor control unit, pumps).
- **Utility Coordination:** Relocation assistance

for Frontier, Spectrum, and Duke Energy infrastructure.

- **Permitting:** preparation and submittal of a Conditional Use Permit application as required by City.
- **Change Order Support:** Coordination for the inclusion of Phase II improvements into the project scope, based on December 2023 plans.

Services will be provided on a lump sum basis and invoices based on percentage completion. Deliverables include meeting minutes, 3D renderings, and permitting documentation.

This was a pre-existing project prior to Commission's direction to wind down the professional consulting services contract with Kimley Horn & Associates, Inc. This task order is expected to be completed by July 2026.

Funding:

GL Account 101-5671 (balance \$2,038,824.74)

Attachments:

1. Original Task Order
2. Approved Task Order Amendment 1
3. Approved Task Order Amendment 2
4. Proposed Task Order Amendment 3



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	October 1, 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>	Pump Station 1 Rehabilitation
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<i>Task Description (and other relevant details)</i>	Kimley-Horn will provide general engineering services for the rehabilitation of Pump Station 1 to improve accessibility for operation and maintenance. The scope of services also includes design services for replacement of the odor control system, emergency generator, and relocation of local pump control and disconnect panels. Determination on whether the pumps will be required to be replaced and final pump sizing will be dependent on the feasibility assessment, coordination with the City of St. Petersburg and coordination with the City of Treasure Island.
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<i>Task Budget</i>	\$315,262.00
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<i>Task Proposal Due Date</i>	TBD
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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.

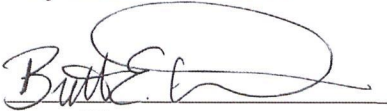
Acknowledgement of Task Order:



Alex Rey
City Manager
City of St. Pete Beach

10.26.21

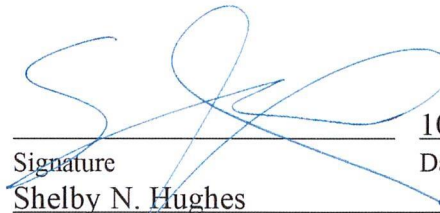
Date



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

10/12/2021

Date



Shelby N. Hughes
Name
Project Manager

Title
Kimley-Horn and Associates, Inc.

Firm

10/01/2021

Date



INDIVIDUAL PROJECT ORDER

October 1, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or the Engineer), and the City of St. Pete Beach (the 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:

Pump Station 1 Rehabilitation

PROJECT UNDERSTANDING:

Under this IPO, Kimley-Horn will provide general engineering services for the rehabilitation of Pump Station 1. Pump Station 1 is currently being evaluated for improvements based on existing and future flow conditions to determine pump sizing and if pump replacement is necessary to accommodate additional development within the City. The determination on if pumps will be required to be replaced and final pump sizing will be dependent on the feasibility assessment, coordination with the City of St. Petersburg and coordination with the City of Treasure Island. The work to be included is described in the specific scope listed in Task 1-3 below.

Task 1 – General Improvements

Pump Station 1 will require the following rehabilitation efforts, regardless of pump and panel replacement. The proposed improvements are exempt from FDEP permitting.

- Replace top slabs and install flood-tight hatches
- Relocate pump control/disconnect panels
- Replace odor control system
- Replace pump station generator
- Install new site lighting
- Existing building rehabilitation including coating
- Replace fence with concrete wall around lift station property
 - Wall height to be maximum allowable per city code and/or apply for variance if necessary
- Extend perimeter of concrete walls approximately 20 feet into neighboring City park
- Improve accessibility to the southern wet well for cleaning
- Improve accessibility to storage area under pump station control building
- Install wider gates for truck access
- Remove trees in front of access gates
- Install drive aisle for rear access and storage

Kimley-Horn shall complete the following as part of Task 1:

1. Attend one site visit to obtain readily accessible pump station and site information, observe existing pump station operation and electrical configuration, as well as electrical service

information.

2. Attend a kickoff meeting with City staff to review proposed rehabilitation components.
3. Sub-consultant will complete a Topographic Survey of the pump station listed above. Apparent right of way lines will be determined in accordance with existing monumentation, and information supplied by the City. Visible aboveground site improvements, utilities and appurtenances will be located. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. No Title Searches will be performed as part of this scope of services.
4. Prepare a 60% design submittal for City to review for all pump station improvements, excluding pump and panel replacement. The 60% construction drawings will consist of the following components:
 - Standard Cover Sheet
 - General Notes Sheet
 - Site Plan
 - Grading and Drainage Improvements
 - Typical Details
 - Mechanical and Structural Sheets
 - Electrical sheets and details will be prepared by subconsultant

The plan sheets will be provided to the client electronically in PDF format. Plan PDFs will be provided at the 60% level for the 60% review meeting. Kimley-Horn will deliver 60% plans to City staff for review and comment. After the review period, Kimley-Horn will attend a meeting with the City to review and discuss comments.

5. Prepare a preliminary Opinion of Probable Cost (OPC) based on the 60% design plans. *Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
6. Following the 60% review meeting, incorporate comments made on the 60% design submittal, and incorporate comments into a 90% design submittal.
7. Prepare a 90% design submittal for City for review for all lift station improvements, excluding pump and panel replacement. Conduct a 90% review meeting with the City staff to review the 90% design submittal. If comments arise from the meeting, Kimley-Horn will make the modifications for the 100% design submittal set of documents.
8. Provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Specifications will only be provided with the final design submittal.

9. Electrical sub-consultant will provide the following services:
 - Design of the new emergency power system, including new generator and transfer switch.
 - Design to relocate the pump station emergency disconnect
 - Design for a new odor control system for the pump station
 - Specifications for the electrical, control and telemetry systems
 - Provide for the reuse of the station's existing telemetry system currently utilized at the pump station.

Task 2 –Pump/Panel Replacement & Permitting

Pending results of the feasibility analysis, Kimley-Horn will complete the design to replace and upsize the existing 140 HP pumps with 200 HP pumps, in coordination with City stakeholders including the City of Treasure Island, South Pasadena, and St. Petersburg.

Kimley-Horn shall complete the following as part of Task 2:

1. Prepare a 90% design submittal for City to review for pump and panel replacement to incorporate in the general improvements plan set. The 90% construction drawings will consist of the following components:
 - Standard Cover and General Notes Sheet
 - Mechanical and Structural sheets
 - Electrical sheets and details will be prepared by subconsultant

The plan sheets will be provided to the client electronically in PDF format. Plan PDFs will be provided at the 90% level for the 90% review meeting.

2. Update the preliminary Opinion of Probable Cost (OPC) based on the 90% design plans with pump and panel replacement. *Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
3. Provide additional technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Specifications will only be provided with the final design submittal.
4. Electrical sub-consultant will provide the following services:
 - Design of a new electrical system, including new Variable Frequency Drives (VFDs) for each pump.
 - Design for a new control system for the pump station.

- Specifications for the electrical, control and telemetry systems
 - Provide for the reuse of the station's existing telemetry system currently utilized at the pump station.
5. The Engineer will prepare and submit documents and design data for the permit application required by the Florida Department of Environmental Protection (FDEP). The Engineer will address up to two (2) requests for information from the permitting agency or the City of St. Petersburg. The FDEP permit fee will be paid by the Engineer and is included in this task.

Task 3 – Bidding and Construction Observation Services

1. Kimley-Horn will attend a pre-bid meeting at the City of St. Pete Beach offices to describe the project and answer questions from prospective bidders. Kimley-Horn will prepare meeting minutes from this meeting and send out via email to those in attendance.
2. Kimley-Horn will assemble and transmit addendum to the City for distribution.
3. Pre-Construction Conference. The Engineer will attend one Pre-Construction Conference prior to commencement of work at the City public works office that will be led by the City.
4. Visit to the Site and Observation of Construction. The Engineer will provide six (6) visits to make on-site construction observation services during the construction phase. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during the visit and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep the City informed of the progress of the Work.
5. The purpose of the Engineer's site visit will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide the City a greater degree of confidence that the completed Work will conform to the Contract Documents. The Engineer shall not, during the visit or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
6. Recommendations with Respect to Defective Work. The Engineer will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.
7. Clarifications and Interpretations. The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the

Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.

8. Shop Drawings and Samples. The Engineer will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
9. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
10. Inspections and Tests. The Engineer may require special inspections or tests of Contractor's work as the Engineer deems appropriate, and may receive and review certificates of inspections within the Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Engineer shall be entitled to rely on the results of such tests and the facts being certified.
11. Disagreements between the City and Contractor. The Engineer will, if requested by the City, render written decision on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Engineer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. Substantial Completion. The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City, the Engineer considers the Work substantially complete; the Engineer will notify the City and Contractor.
13. Final Notice of Acceptability of the Work. The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.
14. Record Drawings and Project Documentation. The Engineer will compile construction records provided by the contractor during construction, shop drawings, and the Engineer records.

15. **Limitation of Responsibilities.** The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.
16. **Electrical Engineering Services During Construction.** The Engineer will enlist the services of an Electrical Engineering Sub-consultant to provide services during construction, including review of submittals/shop drawings, certifications, inspections, record drawings, and acceptance of work in conformance with contract documents.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this IPO:

- Air Quality Testing/Odor Control Testing
- Geotechnical Engineering and Testing
- Environmental Services
- Programming and Integration
- Public Involvement

PROJECT DELIVERABLES

- Kick-off and coordination meeting minutes
- 60% General Improvement Design Plans and OPC
- 90% General Improvement Design Plans and OPC
- 90% General Improvements and Pump Replacement Plans and OPC (if required)
- 100% Construction Plans, Specifications, and OPC

The City shall provide and complete the following:

- Existing record 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 above for a Lump Sum 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 – General Improvements	\$155,028.00
Task 2 – Pump/Panel Replacement & Permitting	\$75,888.00
Task 3 – Bidding and Construction Observation Services	\$84,346.00

TOTAL LUMP SUM FEE	\$ 315,262.00
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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

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: 10/01/2021

REFERENCE TASK ORDER COVER
SHEET FOR CITY AUTHORIZATION

Project Name:	Pump Station 1 Rehab
Project Number:	
Date Prepared:	10/1/2021
Estimated By:	SNH

Page 37 of 229



Exhibit "B"

**TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN
SERVICES**

<i>Date of Task Order Request</i>	02/15/2023
<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
<i>Task (Project) Name</i>	Pump Station 1 Rehabilitation – Amendment 01
<i>Task Description (and other relevant details)</i>	Under this IPO, Kimley-Horn will provide additional general engineering services for the rehabilitation of Pump Station 1, including architectural and geotechnical support services.
<i>Task Budget</i>	\$13,172.00
<i>Task Proposal Due Date</i>	02/15/2023

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.

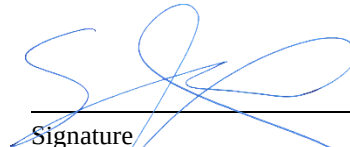
Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach

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

Date

Date



Signature
Shelby N. Hughes, P.E.

Name
EOR

Title
Kimley-Horn and Associates, Inc.

Firm

02/15/2023

Date



INDIVIDUAL PROJECT ORDER

February 15, 2023

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or the Engineer), and the City of St. Pete Beach (the 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:

Pump Station 1 Rehabilitation – Amendment 01

PROJECT UNDERSTANDING:

Under this IPO, Kimley-Horn will provide additional general engineering services for the rehabilitation of Pump Station 1. The work to be included is described in the specific scope listed in Task 1 below.

Task 1 – Additional Services

Kimley-Horn shall complete the following as part of Task 1:

1. Sub-consultant (AREHNA) will complete geotechnical exploration services. One (1) Standard Penetration Test (SPT) boring will be performed to a depth of 40-ft to provide design recommendations and constructability for the foundation design of the proposed elevated slab.
1. Subconsultant (PLACE Architecture) will provide architectural consulting services including review of design documents prepared by Kimley-Horn relating to architectural changes as well as recommendations for materials, finishes, and products. Services will include specifications for architectural materials, finishes, and products.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this IPO:

- Air Quality Testing/Odor Control Testing
- Environmental Services
- Programming and Integration
- Public Involvement

PROJECT DELIVERABLES

- Geotechnical investigation report

The City shall provide and complete the following:

- Existing record 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 above for a Lump Sum 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 – Additional Services	\$13,172.00
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TOTAL LUMP SUM FEE	\$13,172.00
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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

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 02/15/2023

REFERENCE TASK ORDER COVER
SHEET FOR CITY AUTHORIZATION

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Pump Station 1 Rehab - Amendment 01
 Project Number:
 Date Prepared: 2/15/2023
 Estimated By: SNH

KH Task # Subtask ID Number	KH Task Name Subtask Name/Description	Direct Labor (Person-Hours)								Misc. Direct Expense (\$)
		Senior Professional II	Senior Professional I	Professional	Senior Technical Support	Technical Support	Analyst	Support Staff	KH Labor Total	
1	Additional Services									
1.1	Geotechnical Engineering		4	4						\$4,700
1.2	Architectural Services		4	4						\$5,000
	Subtotal (Hours)	0	8	8	0	0	0	0		\$9,700
	Task Total (Dollars)	\$0	\$2,009	\$1,463	\$0	\$0	\$0	\$0	\$3,472	\$9,700
	Project Total (Dollars)								\$13,172.00	

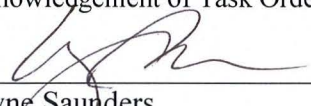
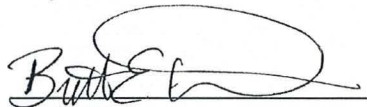
**Exhibit "B"****TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES**

<i>Date of Task Order Request</i>	November 20, 2023
<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
<i>Task (Project) Name</i>	Pump Station 1 Rehabilitation – Amendment 02 – Value Engineering
<i>Task Description (and other relevant details)</i>	Kimley-Horn will provide additional general engineering services for value engineering for the Pump Station 1 rehabilitation project. The work to be included is described in the specific scope listed below.
<i>Task Budget</i>	\$24,273.00
<i>Conflict of Interest</i>	No
<i>Task Order Completion Date</i>	November 20, 2023

Pursuant to section 13.4 of your contract with the City, your signature below shall attest that no conflict exists between the tasks described herein and any work Kimley-Horn and Associates, Inc. is performing for any private client.

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:

 _____ Wayne Saunders City Manager City of St. Pete Beach	12/4/23 _____ Date	 _____ Signature Shelby N. Hughes, P.E. _____ Name EOR _____ Title Kimley-Horn and Associates, Inc. _____ Firm	11/20/2023 _____ Date
 _____ Brett Warner Assistant Public Works Director City of St. Pete Beach	11/29/2023 _____ Date		



INDIVIDUAL PROJECT ORDER

November 20, 2023

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or the Engineer), and the City of St. Pete Beach (the 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:

Pump Station 1 Rehabilitation – Amendment 02 – Value Engineering

PROJECT UNDERSTANDING:

Under this IPO, Kimley-Horn will provide additional general engineering services for value engineering for the Pump Station 1 rehabilitation project. The work to be included is described in the specific scope listed below.

Task 1 – Value Engineering

Kimley-Horn will revise the bid plan set and specifications submitted in October 2023 to address value engineering considerations as directed by the City, including removal of or revisions to the following project components:

- Architectural Improvements
- Demolition of Existing Generator (decommission in place)
- Replacement of Yard Piping
- Electrical Component of Station Access Gate (revise to manual gate)
- Wet well mixers and associated guide rails
- Landscape Improvements
- Irrigation System
- Tree Removal
- Proposed Generator manufacturer
- Relocating MCC's to the electrical room
- Retrofit existing VFD's

PROJECT DELIVERABLES

- Revised Bid Plans and Specifications

FEE AND BILLING

Kimley-Horn will provide the services outlined above for a Lump Sum 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 – Value Engineering \$ 24,273.00

TOTAL LUMP SUM FEE	\$ 24,273.00
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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:

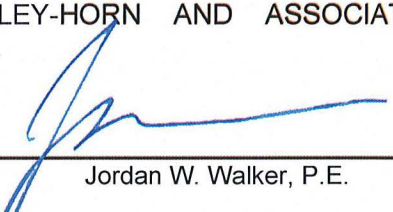
Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Jordan W. Walker, P.E.

TITLE: _____

TITLE: Associate _____

DATE: _____

DATE: 11/18/2023 _____

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Pump Station 1 Rehab - Amendment 02
 Project Number: _____
 Date Prepared: 11/20/2023
 Estimated By: SNH

KH Task # Subtask ID Number	KH Task Name Subtask Name/Description	Direct Labor (Person-Hours)							KH Labor Total	Misc. Direct Expense (\$)
		Senior Professional II	Senior Professional I	Professional	Senior Technical Support	Technical Support	Analyst	Support Staff		
1	Additional Services									
	Value Engineering		30	40			80			
	Subtotal (Hours)	0	30	40	0	0	80	0		\$0
	Task Total (Dollars)	\$0	\$7,533	\$7,316	\$0	\$0	\$9,424	\$0	\$24,273	\$0
	Project Total (Dollars)								\$24,273.00	



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	April 22 nd 2025
<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
<i>Task (Project) Name</i>	Pump Station 1 Rehabilitation – Amendment 03 – Additional Construction Phase Services, Permitting, Utility Relocation Coordination and the inclusion of Phase II Improvements
<i>Task Description (and other relevant details)</i>	Kimley-Horn will provide general engineering services for additional construction phase services, conditional use permitting, utility relocation coordination, and the addition of Phase II Improvements into the scope of work. The work to be included is described in the specific scope listed below.
<i>Task Budget</i>	\$53,970.00
<i>Conflict of Interest</i>	No
<i>Task Order Completion Date</i>	TBD Pending Construction

Pursuant to section 13.4 of your contract with the City, your signature below shall attest that no conflict exists between the tasks described herein and any work Kimley-Horn and Associates, Inc. is performing for any private client.

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:

 Frances Robustelli
 City Manager
 City of St. Pete Beach

Date



 Camden Mills
 Director of Public Services
 City of St. Pete Beach

05/27/2025

Date



 Signature
 Shelby N. Hughes, P.E.

 Name
 EOR

 Title
 Kimley-Horn and Associates, Inc.

 Firm

04/22/2025

Date



INDIVIDUAL PROJECT ORDER

April 22, 2025

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or the Engineer), and the City of St. Pete Beach (the 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:

Pump Station 1 Rehabilitation – Amendment 03 – Additional Construction Phase Services, Permitting, Utility Relocation Coordination and the inclusion of Phase II Improvements

PROJECT UNDERSTANDING:

Under this IPO, Kimley-Horn will provide general engineering services for additional construction phase services, Conditional Use permitting, utility relocation coordination, and the addition of Phase II Improvements into the scope of work for the Pump Station 1 Rehabilitation project. The work to be included is described in the specific scope listed below.

Task 1 – Additional Construction Phase Services

1. Kimley-Horn will attend monthly virtual construction progress meetings for the project (up to two per month for up to 12 additional months of construction). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
2. Kimley-Horn will assist the City with coordination for the following owner direct purchase equipment packages:
 - Generator and ATS Package
 - Xylem Pump Package
 - Heyward Odor Control Unit Package
3. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Consultant will make up to six (6) visits during construction to observe the progress of the Work and pressure testing as necessary for project certification. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
4. The purpose of Kimley-Horn's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general

- to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
5. The Consultant may require special inspections or tests of Contractor's work as the Consultant deems appropriate and may receive and review certificates of inspections within the Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant shall be entitled to rely on the results of such tests and the facts being certified.
 6. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Task 2 – Utility Relocation Coordination

Kimley-Horn will assist the Client with the utility relocation process with Frontier, Spectrum, and Duke Energy. Services under this task include the following:

- Attend up to one (1) on site coordination meeting with each utility company
- Participation in utility coordination conference calls/round-table discussions scheduled and facilitated by City or Contractor. It is assumed six (6) utility coordination calls will be required.

Task 3 – Conditional Use Permit Application (CUP)

The City previously determined on 3/7/2022 that a CUP was not required for this project. On 3/25/2025 the City determined that a CUP is required for the construction of the proposed infrastructure. Kimley-Horn will prepare the Conditional Use Permit application on behalf of the City to submit as the applicant. The City shall be responsible for paying all permitting fees associated with the application.

- City of St. Pete Beach Conditional Use Permit Application, including the necessary supporting documentation
 - Kimley-Horn will develop a photorealistic 3D digital illustrative model inclusive the pump station facility building, generator/platform, and odor control. This model will highlight key components and views to express the proposed design in 3-Dimensional form. 3D models for proposed pump station will be provided by the

engineer in Revit, 3d model format for incorporation into the model. Kimley-Horn will submit up to two (2) static perspective views for the pump station of the 3D model in PDF format and provide up to one round of revisions per model.

Task 4 – Bid Alternative for Phase II Improvements and Change Order Request

Kimley-Horn will coordinate the change order request for inclusion of the improvements proposed in the City of St. Pete Beach Pump Station No. 1 Rehabilitation: Phase II Improvement Plans (dated December 2023). Kimley-Horn will attend one (1) meeting with the City to assist the City in determining which Phase II improvements shall be included as part of the change order.

Kimley-Horn will subsequently coordinate with the Contractor to outline the change order request and review the revised scope of work and schedule of valves to be provided by the Contractor for the City to approve as a change order to the project.

PROJECT DELIVERABLES

- Conditional Use Permit Application Including Renderings
- Construction Progress Meeting Minutes

FEE AND BILLING

Kimley-Horn will provide the services outlined above for a Lump Sum 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 – Additional Construction Phase Services	\$ 41,370.00
Task 2 – Utility Relocation Coordination	\$ 3,150.00
Task 3 – Conditional Use Permit Application	\$ 5,250.00
Task 4 – Inclusion of Phase II Improvements	\$ 4,200.00

TOTAL LUMP SUM FEE	\$ 53,970.00
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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

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____

BY:_____
Shelby N. Hughes, P.E.

TITLE:_____

TITLE: Associate

DATE:_____

DATE: 4/22/2025

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Pump Station 1 Rehabilitation – Amendment 03
Project Number: _____
Date Prepared: 3/27/2025
Estimated By: Kyle Matheny, P.E.

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)								Misc. Direct Expense	TOTAL
		Principal	Senior PM	Senior Eng	Sr Project Engineer	Project Eng	Designer	Admin Asst.	KHA Labor Total		
1	Additional Construction Phase Services										
A	Construction Progress Meetings (up to 24)		12			48					
B	Construction Site Visits (up to 6)		12			12					
C	Plan Clarifications, Contractor Coordination, RFI Responses, ODP Coordination		60			180					
	Subtotal (Hours)	0	84	0	0	240	0	0		0	
	Task Total (Dollars)	\$0	\$16,170	\$0	\$0	\$25,200	\$0	\$0	\$41,370	\$0	\$41,370
2	Utility Relocation Coordination										
A	Coordination					30					
	Subtotal (Hours)	0	0	0	0	30	0	0		0	
	Task Total (Dollars)	\$0	\$0	\$0	\$0	\$3,150	\$0	\$0	\$3,150	\$0	\$3,150
3	Conditional Use Permit Application										
A	Permit Application and Supporting Documentation					50					
	Subtotal (Hours)	0	0	0	0	50	0	0		0	
	Task Total (Dollars)	\$0	\$0	\$0	\$0	\$5,250	\$0	\$0	\$5,250	\$0	\$5,250
4	Inclusion of Phase II Improvements										
A	Coordination with City and Contractor for Change Order Request					40					
	Subtotal (Hours)	0	0	0	0	40	0	0		0	
	Task Total (Dollars)	\$0	\$0	\$0	\$0	\$4,200	\$0	\$0	\$4,200	\$0	\$4,200
	Total Project Cost (Dollars)								\$53,970	\$0	\$53,970

**St. Pete Beach City Commission
Agenda Report “Consent”**

Agenda Item Name:

Move to authorize the City Manager to execute the NeoGOV contract agreement with Governmentjobs.com, DBA NeoGOV. The contract term is 36 months for a total contract cost of \$266,817.05.

Short Name:

NeoGOV HRIS

Item ID:

June 10th, 2025

Prepared By:

Candyce Galloway, Chief Technology, and Innovation Officer

Item Category:

Consent Item

Item Description:

The City’s Finance, Human Resources, Technology teams, alongside the City Manager’s Office recently completed a business process analysis, including a cost impact assessment. Based on this evaluation, the team recommended transitioning from the City’s current HR systems to an expanded partnership with NeoGOV our HR partner for onboarding and applicant tracking. This transition will implement a fully integrated suite of HR and Finance solutions designed to meet the City’s operational needs more efficiently and comprehensively.

Funding:

Year one of the project is fully funded through salary and wages surplus in the FY2025 Finance Department budget. Funding for years two and three has been allocated within the Technology Department’s operating budget. No budget amendment is required to support this contract.

Attachments:

**Reviewed by the
City Manager:**

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-619979	Order #:	Q-357274
Customer:	St Pete Beach, City of (FL)	Valid Until:	6/13/2025
Effective Employee Count:	125		
Sales Rep:	Cole Christensen		

Customer Contact		Shipping Contact	
Billing Contact:	St Pete Beach, City of (FL) Jill Sassone	Shipping Contact :	St Pete Beach, City of (FL) Jill Sassone
Billing Address:	155 Corey Ave St Pete Beach, FL 33706	Shipping Address:	155 Corey Ave St Pete Beach, FL 33706
Billing Contact Email:	jsassone@stpetebeach.org	Shipping Contact Email:	jsassone@stpetebeach.org
Billing Phone:	727-363-9251	Shipping Phone:	727-363-9251

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

40% Discount Applied to Year 1 Subscription Fees

Item	Type	Start Date	End Date	License Type	Total (USD)
Core HR Subscription	Recurring	6/11/2025	6/10/2026	Employee Based	\$5,200.20
Core HR Setup	Services			Employee Based	\$6,500.00
Benefits Subscription	Recurring	6/11/2025	6/10/2026	Employee Based	\$4,142.40
Benefits Setup	Services			Employee Based	\$6,500.00
Time & Attendance Subscription	Recurring	6/11/2025	6/10/2026	Employee Based	\$9,054.00
Time & Attendance Setup	Services			Employee Based	\$6,500.00
Payroll Subscription	Recurring	6/11/2025	6/10/2026	Employee Based	\$9,054.00
Payroll Setup	Services			Employee Based	\$6,500.00
Year 1 TOTAL:					\$53,450.60

Year 2

20% Discount Applied to Year 1 Subscription Fees

Item	Type	Start Date	End Date	License Type	Total (USD)
Attract Subscription	Recurring	6/11/2026	6/10/2027	Employee Based	\$5,319.00
Attract Setup	Services			Employee Based	\$5,280.00
Learn Subscription	Recurring	6/11/2026	6/10/2027	Employee Based	\$10,324.60
Learn Setup	Services			Employee Based	\$5,438.00
Perform Subscription	Recurring	6/11/2026	6/10/2027	Employee Based	\$8,151.80
Perform Setup	Services			Employee Based	\$5,438.00
eForms Subscription	Recurring	6/11/2026	6/10/2027	Employee Based	\$6,060.00
eForms Setup	Services			Employee Based	\$3,960.00
Core HR Subscription	Recurring	6/11/2026	6/10/2027	Employee Based	\$6,933.60
Benefits Subscription	Recurring	6/11/2026	6/10/2027	Employee Based	\$5,852.30
Time & Attendance Subscription	Recurring	6/11/2026	6/10/2027	Employee Based	\$12,368.00
Payroll Subscription	Recurring	6/11/2026	6/10/2027	Employee Based	\$12,368.00
Year 2 TOTAL:					\$87,493.30

Year 3

Item	Type	Start Date	End Date	License Type	Total (USD)
Attract Subscription	Recurring	6/11/2027	6/10/2028	Employee Based	\$6,941.50
Learn Subscription	Recurring	6/11/2027	6/10/2028	Employee Based	\$13,437.60
Perform Subscription	Recurring	6/11/2027	6/10/2028	Employee Based	\$10,609.55
eForms Subscription	Recurring	6/11/2027	6/10/2028	Employee Based	\$7,953.75
Core HR Subscription	Recurring	6/11/2027	6/10/2028	Employee Based	\$9,100.35
Benefits Subscription	Recurring	6/11/2027	6/10/2028	Employee Based	\$7,578.20

Item	Type	Start Date	End Date	License Type	Total (USD)
Time & Attendance Subscription	Recurring	6/11/2027	6/10/2028	Employee Based	\$16,140.50
Payroll Subscription	Recurring	6/11/2027	6/10/2028	Employee Based	\$16,140.50
Year 3 TOTAL:					\$87,901.95
Total: \$228,845.85					

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By: **St Pete Beach, City of (FL)**

Signed By NEOGOV:

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. **Term and Termination.**
- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. **Maintenance; Modifications; Support Services.**
- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B

Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Statement of Work:

Implementation Overview

To achieve project success, and to ensure both effective and timely implementation of your Subscriptions, NEOGOV utilizes professional services and a tested and proven implementation approach. This approach is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV utilizes a staged implementation approach that effectively manages and streamlines your implementation. For all implementations, NEOGOV is proud to offer implementation experts who will be specifically tasked with working on your project for the duration of your implementation experience.

Customer Staffing Requirements

To ensure your implementation project is successful, you need the right people from your organization on your Core Implementation Team. These persons must be available throughout the entire implementation process. We recommend the following areas of expertise be included in your team: Human Resources, Payroll, and Finance, depending on the modules you have purchased. Optionally, you may wish to include someone from your Information Technology team to provide any additional support for any technical issues that were identified in the sales process.

Prior to kick-off of your implementation, you are responsible for organizing a Core Implementation Team consisting of the following: a Project Sponsor, a Project Champion, Subject Matter Experts for each module you have purchased, and a designated administrator, who will work with agency staff and NEOGOV during the project. If necessary these roles can overlap, with the exception of the Project Sponsor and the Project Champion.

Your Project Sponsor will be responsible for the overall success of the project. This person must have the ability to make and enforce any decisions or changes to your business processes as a result of implementing your NEOGOV HRIS software system. They will also need to have the ability to direct work for every member of the project team should conflicts arise.

Your Project Champion will need to facilitate internal communication about the project, manage the day-to-day schedules and deliverables of the Core Implementation Team, and be familiar with project plans, working with a timeline, and interacting with an external vendor.

For an organization of less than 100 Full-Time Employees, NEOGOV recommends at least one project administrator. For an organization of more than 100 Full-Time Employees, Neogov recommends at least two primary system administrators. The system administrators are typically person(s) who are in charge of running HRIS activities at your institutions. The system administrators should attend all status check-ins with the NEOGOV Implementation Consultant. You may include IT in these meetings, but this is optional. Your system administrator must be technically savvy and have familiarity with your organization's current business process.

Your Subject Matter Experts will be responsible for reviewing, revising, testing, and validating your NEOGOV HRIS software throughout your Implementation. As such they must be subject matter experts in the modules you have purchased and have the bandwidth to attend meetings and perform the tasks given by the implementation consultant within the deadline provided.

NEOGOV requires recurring status check-ins throughout the implementation to review the progress of completed deliverables, upcoming deliverables, and any functionality questions. Attendance is required for these status check-ins.

Pre-Implementation

We recommend reviewing the following list prior to implementation to help you get started on preparing for your upcoming implementation with NEOGOV:

- Gather process data from your current HRIS system for each module you have purchased, e.x. Accrual Policies, Current Benefit Plans with Rates, Current Organizational Structure, Current General Ledger, that you will want to house in your NEOGOV software system.
- Review and document any business processes pertaining to your HRIS and organization structures not currently captured by your current HRIS system, that you will want your NEOGOV HRIS system to accommodate.
- Fill out the Customer Questionnaire you received from your sales representative.
- Ensure all members of your internal implementation team have availability for the duration of the implementation.
- Ensure all members of your internal implementation team are subject matter experts in the fields they will be providing information on.

Overview

IMPORTANT NOTE:

The following information in the overview section is not project-specific and is intended to provide a generalized overview. The complexity of your organization may alter the implementation process and timelines.

The implementation process will begin with a project scope review. During this phase, you will define how each Module will be configured for your organization. All subject matter experts from your organization need to take part in these meetings and provide business process definitions. The duration for these sessions can range from 6 to 10 weeks. Configurations and criteria defined within the project scope review will dictate the scope and tasks to be completed throughout the remainder of your implementation. Should you request to materially alter the configurations or criteria defined during this project scope review phase due to the discovery or disclosure of new information since such services were accepted, or due to incorrect information upon which such services are based, it may increase the time to complete implementation. NEOGOV may charge for time spent to adjust the Services in response to the material changes to configurations and criteria, of which will all be documented within a written change notice.

Once pre-planning is complete your implementation can begin. Your implementation process can take anywhere from 8 to 20+ months depending on a number of factors, including but not limited to: the number of modules being configured, the order in which the modules are implemented, selection of, and cooperation from the Customer Core Implementation Team, consistent attendance of scheduled meetings, timely completion of Customer tasks, and whether any change orders become necessary.

Detailed Scope:

During the **CoreHR implementation**, you will work with your assigned Implementation Consultant to configure the organization structure, user roles, approval processes, salary administration (grades/scales/steps), and reporting needs. You will use GuideCX as your step-by-step guide to track your progress and help you stay on track. Upon successful completion of configuration, you will test your NEOGOV configuration against your current business process to make sure your software is a usable model, and once that is successful be moved into a parallel entry period.

During the **Benefits implementation**, you will work with your assigned Implementation Consultant to configure the benefit plans, open enrollment experience, user roles, approval processes, and reporting needs. You'll use GuideCX as your step-by-step guide to track your progress and help you stay on track. Upon successful completion of configuration, you will test your build against your current business process and once that is successful be moved into a parallel entry period.

During the **Time and Attendance implementation**, you will work with your assigned Implementation Consultant to configure the leave plans, work rules, time rules, holiday schedules, user roles, approval processes, and reporting needs. You'll use GuideCX as your step-by-step guide to track your progress and help you stay on track. Upon successful completion of configuration, you will test your build against your current business process and once that is successful be moved into a parallel entry period.

During the **Payroll implementation**, you will work with your assigned Implementation Consultant to configure the pay calendars, general ledger, premiums, pay rules, user roles, approval processes, and reporting needs. You'll complete three parallels to ensure data integrity and accuracy. Finalization of the step will require data from your other modules in NEOGOV HRIS to be available. You'll use GuideCX as your step-by-step guide to track your progress and help you stay on track. Upon successful completion of configuration, you will test your build against your current business process and once that is successful be moved into a parallel entry period.

Phase 1: Kickoff and Planning Sessions (7-10 weeks)

Phase 1 will consist of the following items:

- Kickoff
 - This will include an overview of the HRIS modules that were purchased, Core Team member roles and responsibilities, implementation overview, and the process your NEOGOV Implementation Consultant will follow to build your software and train your team on how to use and maintain it.
- Planning sessions
 - Members of your NEOGOV Implementation Team will discuss with you the features to be implemented, the configuration data you need to provide, and your internal project team's availability over the duration of the implementation.
- Sign off on Scope and Timeline
 - NEOGOV will review the project scope and implementation timeline with you and your team and will agree upon a Go-Live date. The timeline will then be transferred to GuideCX, our internal project management software system.

Phase 2: Workbook Completion and Training Environment Configuration (9 to 11 weeks)

- You and your team will meet with your designated Implementation Consultant(s) tasked with configuring each specific module. During these meetings, you will be shown how to fill out a workbook that translates your business processes into formatted data that will be loaded into the Module.
- Once the workbook has been completed the NEOGOV team will review any discrepancies in the data entered. Once those discrepancies have been resolved, the NEOGOV Team will configure your training environment with the data you have provided.
- If you currently have any NEOGOV TMS (Talent Management Suite) modules, your HRIS Implementation Consultant (IC) and a TMS resource will work with you to audit the data in your TMS system(s). They will advise you on any recommended changes to ensure a smoother HRIS implementation. Please note that any updates, such as changes to data in the TMS system(s), will need to be made by the customer and that data must match up exactly between HRIS and TMS.

Phase 3: Test & Train (9 to 14 weeks)

- Once configuration is complete your team will test the system in your training environment, against your current business process.
- During this phase, you will validate data that has been imported to build your system.
- Once testing has concluded your designated administrator(s) will be formally trained on how to use the system.
- Once training and testing are complete and you have validated your data, we will enter a parallel period.
- Before payroll can begin testing, we require any additional NEOGOV module that will feed data to payroll to be configured and tested.

Phase 4: Production Build and Data Validation (4 to 6 weeks)

- During this phase, your Production environment will be built from your Training environment.
- You will validate the data in your production environment again to ensure accuracy against your business process. This step is critical to the success of the project and will dictate the deliverables, timing, scope, and configurations of your implementation. Due to the criticality of this phase, subsequent requests for alterations to data or business processes addressed during this phase could result in significant delays to your implementation timeline. NEOGOV may charge for time spent to adjust the Services in response to the material changes to the implementation scope that result from requests to alter data or business processes.

Phase 5: Sign-Off (1 week)

- During this phase, you will sign-off on the production environment. Once you sign off, the system is considered live.

Historical Data

NEOGOV will import relevant historical customer data that was collected or generated by Customer's prior system(s) up to 12 months prior to the date Customer commences its NEOGOV implementation. If applicable to the Services purchased by the Customer, NEOGOV will import Affordable Care Act 1095-C forms up until January of the prior calendar year.

Transition to Customer Success

For the first thirty (30) calendar days following go-live, your Implementation Consultant(s) will be your primary source of support for questions about your existing configuration.

After this thirty-day period, your support will transition from the Implementation Team to the Customer Support Team. NEOGOV's Customer Support Team will continue to support you for as long as your organization uses NEOGOV.

We Look Forward To Supporting Your Success!



NOTICE OF INTENT TO PURCHASE SOLE SOURCE COMMODITIES AND/OR SERVICES

DATE/TIME OF INITIAL POSTING	DATE/TIME POSTING REMOVED
May 29, 2025	June 10, 2025

The products and/or services listed below or on the attached page(s) are believed to be unique or proprietary in nature and therefore only available from one source. If you believe that you have a “like” product or service to offer, please submit your complete cost proposal including descriptive literature and detailed specifications by email to the Contact listed below. If you prefer, you may mail your proposal to:

Office of the City Clerk City of St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706 Contact information John Taylor jtaylor@stpetebeach.org

This notice was posted May 29, 2025. All proposals must be received by the Procurement Manager by no later than 4:00 PM June 10, 2025. Proposals received after this deadline will not be considered.

Thank you for your interest in St. Pete Beach.



05/29/2025

RE: Description of Intended/Sole Source Purchase

To Whom it May Concern:

The City of St. Pete Beach intends to purchase software from Government Jobs, D/B/A NeoGov. Due to the use of Aclarian ERP Software and the partnership they share along with the current use of NeoGov for our Applicant Tracking software, this would qualify due to the relationship between Aclarian and the current use of NeoGov in an applicable system.

If you believe you have a "like" service, please contact Procurement Manager, John Taylor at the email below.

Sincerely,

John Taylor
Procurement Manager
St. Pete Beach Florida
jtaylor@stpetebeach.org

Enterprise Resource Planning (ERP)

Software Overview and Recommendation



Agenda

- Current State of ERP
- Overview Business Process Review
- Recommendation & Procurement process

BPR: Current challenges with existing vendor Central Square Technologies

- Modules not fully implemented.

- Contract Management
- HR and Payroll
- Projects & Grants Management
- Budget Prep & Management
- Capital Assets
- Treasury Management

- Heavy reliance on Excel

**Limited
Implementation
and
Performance**

**System
Functionality
Gaps**

- Missing functionalities
- Data and reporting tools inflexible
- Outdated stand-alone HR and Payroll systems.
- Procurement Workflows built but not refreshed in 2 years

- Frequent support delays for critical issues.
- Complicated configuration for offnet access and system administration access

- Hardware appliance is SPOF

**Vendor and
Support
Challenges**

**Operational
and
Institutional
Risks**

- Entering budget planning cycle and a crucial rebuilding period for the Finance department.
- Manual, undocumented processes prone to errors.
- Ineffective training and education sessions of software and process

BPR: Finance and HR How did we get here

- HR Admin Resigns
- HR Process Knowledge Gone

- HR Director Onboards
- Priority Focus on pressing issues

- March 2025 Finance Director Starts

Q2 2023

Q3 2023

Q4 2023

Q1 2024

Q2 2024

Q3 2024

Q1 2025

- FE Finance Go Live
- CFO Resigns

- Temp Fin Dir Hired, Focused on budget

- Interim Fin Dir resigned
- Consultant brought in

- Accounting Manager Resigns

- Inherited system and processes
- Legacy-designed workflows
- Critical functions under pressure

BPR: Goals Finance, HR, and Technology

Establish Self-Sustaining Finance Function

- Leverage integrated technology for operational efficiency.
- Streamline financial transactions.
- Unify and Standardize budget processes.
- Promote data transparency and accountability.

Automate Processes and Workflows and Increase Self-Service Capabilities

- Rapid invoice processing,
- Automated payments
- Provide flexible tools to create and manage workflows
- Increase financial audit trail

Streamline Technology EcoSystem, increase integration with key systems

- Have a platform that is simple to use, easy to train, easy to maintain
- Reduce manual processes prone to error
- Position ourselves to increase agility and Increase throughput

BPR: Goals Finance, HR, and Technology

Better Data Accuracy and Consistency

- Integrating HRIS, payroll, and finance increases data accuracy across all systems which is crucial for compliance reporting and data driven decision making

Improved Compliance

- Up-to-date systems help ensure compliance with evolving labor laws and both state and financial regulations.

Cost Savings

- Long-term savings from reduced manual work, lower error rates, and more efficient operations can be significant.

BPR: Outcome

Critical failure
point with current
ERP

- Tried for months to get Central Square to the table
- System is plagued by operational deficiencies
- CSQ is not a viable partner moving forward
- Finance and HR are in rebuilding period
- Budgeting is now critical path and we are without a budgeting tool
- Weighing the output from BPR with operational and functional ERP gaps, we are making the recommendation to move to Aclarian.

BPR: ERP Cost Analysis

Reimplement – Central Square	Migrate to New ERP and HRIS – Aclarian +Integrated HR/Payroll	
Implement 5 new modules, Update Procurement workflows		
Overall Costs:	Overall Costs:	
FY25:*1 \$400,626.32	T r a n s i t i o n	FY25: \$380,426.32
FY26: \$140,066.02		FY26: \$153,546.92
FY27: \$86025.08		FY27: \$104,918.55
Grand Total over 3 Years: \$1,124,442.55	Grand Total over 3 Years: \$1,136,616.92	

Aclarian migration costs slightly higher over 3-year term
Immediate Value Contribution
✓ Budget process built to city specs with clear audit trail
✓ Rapidly Reduce Administrative Costs
✓ Aligning to IT Strategy: Universal Data Access
✓ Integration capable now
✓ True cloud - Accessible anytime from anywhere

*Both ERP implementations will require headcount (Finance, HR, IT)

*1 Estimated cost: Quote and BPR Analysis

Recommendation: Aclarian ERP Implementation

Objective #1 – Transparency

Enhanced Vendor & Customer Experience

Advantage: Vendor Portal

- Online portal for new vendors to register with City
- Vendor invoice submission option via online portal
- Ability for vendors to check status of paid & outstanding invoices; review purchase order details

Advantage: Resident Portal

- Reclaimed Water Activation & Deactivation and Sewer Adjustment online application process
- Notification system within ERP for submitted applications; workflow approval system for each application
- Ability for residents to view current status of application submitted

Advantage: Citizen Portal

- Financial transparency portal to offer City Commission and members of the community real time financial data and insights
- Budget data and actual results presented by fund, department, etc. along with annualized projections

Overview

Archibald Park Fund



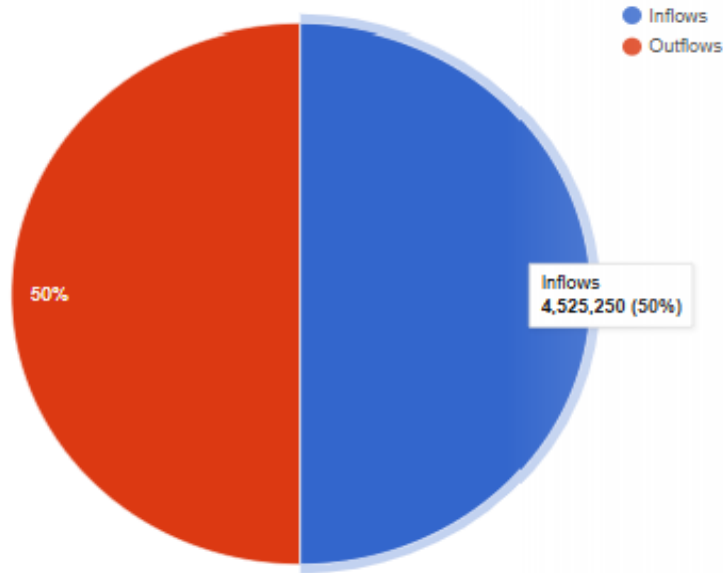
CURRENT YEAR BUDGET

CURRENT YEAR ACTUAL TO DATE

PRIOR YEAR BUDGET

PRIOR YEAR ACTUAL

The Archibald Fund is a special revenue fund that was established in 2014. It is intended to illustrate the extent to which revenues collected at Archibald Memorial Beach park are expended for Parks and Recreation services, in accordance with National Park Service precedent and Resolution 03.13 adopted by the City in June 2003. The Archibald Fund is used for the maintenance for every park in the city along with the maintenance of the beach.



ACCOUNT	INFLOWS	OUTFLOWS	DIFFERENCE
Archibald Park Fund	\$4,525,250.00	\$4,525,250.00	\$0.00

Citizen
portal
illustration

Recommendation: Aclarian ERP Implementation

Objective #2 – Modernized Enhanced User Experience

Advantage: Accessibility

- Web based platform accessible on any device & location
- Less strain on IT Department: Minimal user access & setup time

Advantage: Flexibility and Modernization

- Cloud-based security: Hosted in the cloud (Microsoft Azure)
- Multi-tenant solution: Rapid deployment of product enhancements – continuous improvement model
- Best-of-breed solution: Web-based technology with API integration capabilities with other SPB software applications

Advantage: Flexibility

- Ease of managing workflow and user settings
- Forms-based solution tailored to SPB financial & business operations

Recommendation: Aclarian ERP Implementation

Objective #3 – Mitigate Turnover Risk

Advantage: Business Process Design & Creation

- Business process improvement resulting from fully implementing modern technology solutions
- Update outdated policies and improve current procedures throughout organization
- Provide detailed training and education to all affected stakeholders within each process to ensure successful transition to new procedures and applicable technology

Advantage: Training of New Team Members

- Maintain easily-accessible repository of policy & procedure documentation with detailed steps for completion (“how to” guides)
- Local Aclarian team members available to provide hands on training (remote, onsite, hybrid) to employees new to specific roles to mitigate risk of institutional knowledge loss

Advantage: Just In Time Resources

- In the event of unexpected turnover, Aclarian outsourced accounting and consulting team available to perform various duties within Finance (bank reconciliations, purchase requisitioning, invoice processing, etc.) as needed on short term basis with no system training needed
- Serves as “insurance policy” within Finance to mitigate unanticipated turnover risk – no ongoing cost and City would utilize only if ever needed on a time & materials basis

Budgetary Impact

- FY 2025 Budgeted Expenditures
 - Finance Department under budget due to funded, vacant positions that remained unfilled YTD
 - Cost of implementing new ERP partially offset by personnel cost savings
- FY 2026 Budgeted Expenditures
 - Software implementation and subscription costs to be incorporated in FY 2026 budget preparation process
 - City staff to present FY 2026 budget data in upcoming budget workshop series

Procurement Process



Procurement Strategy:

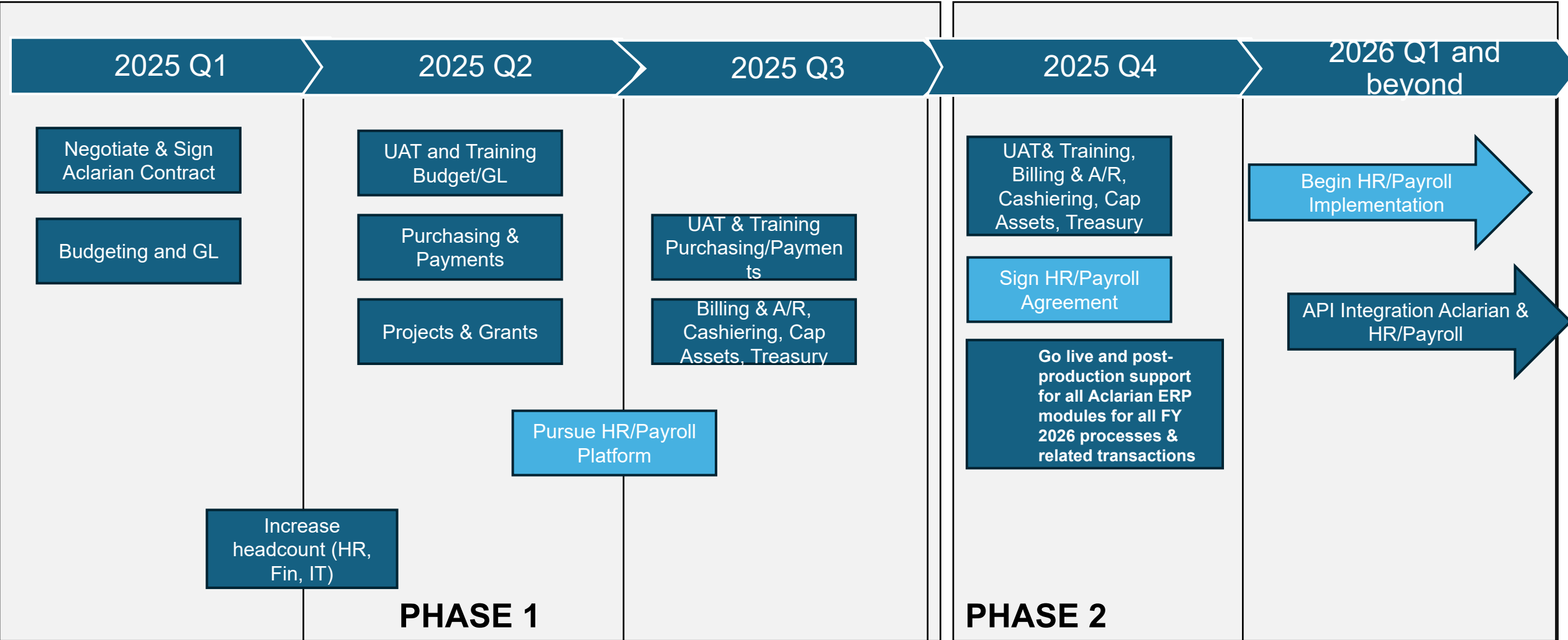
- Evaluated procurement processes relative to ongoing operational risk
- Assessed partners' capabilities to meet operational needs of city
- Collected feedback from multiple municipalities on implementation and product quality.
- Selected piggybacking on Florida State Contract through NASPO
- Establishing clear Service Level Agreements



Next Steps:

- Present the Aclarian contract on consent, targeting 3/25.
- Goal is to secure a partnership that matches our operational cadence and meets expectations of city leadership.
- Commitment to thorough due diligence ensures strategic, beneficial decisions for the community.

Implementation Plan Target Milestones



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

Agenda Report

Agenda Title Name: Resolution 2025-13 (Conditional Use Permit 25057): Request for outdoor music in a dining and drinking area at The Wharf Restaurant (2001 Pass-A-Grille Way)

Action Request: Motion Options: Motion to [approve/approve with modifications/deny/continue to date certain of [specify date]] Resolution 2025-13.

Strategic Objective: N/A

Date: June 10, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: Applicant requests to play outdoor live music between the hours of 6 and 9:30 PM on an existing front waiting area deck from Wednesday through Saturday, weekly.

Funding: N/A

Attachments:

1. Resolution 2025-13
2. Staff Report
3. Staff Presentation
4. Application
5. Floor Plan
6. Survey
7. Letters Received As of 6/4/2025

RESOLUTION 2025-13

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CONDITIONAL USE PERMIT FOR THE PLAYING OF OUTDOOR MUSIC IN AN OUTDOOR DINING AND DRINKING AREA AT PARCEL NUMBER 18-32-16-68634-000-0017 WITH ADDRESS OF 2001 PASS-A-GRILLE WAY PURSUANT TO LAND DEVELOPMENT CODE SECTION 15.4.(n); INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, Section 4.7 of the City of St. Pete Beach's Land Development Code requires the City Commission to adopt conditional use permits by resolution.

WHEREAS, Section 15.4.(n) of the City of St. Pete Beach's Land Development Code requires a conditional use permit to operate outdoor music of any kind within an outdoor dining and drinking area.

WHEREAS, Danielle L. Vaughn, Esq. of Vaughn Law for James A. Miller has made complete an application to play live music from Wednesday through Saturday weekly between 6 PM and 9:30 PM within an existing outdoor front waiting area that contains a raw bar at 2001 Pass-A-Grille Way.

WHEREAS, this case was reviewed by Technical Review Committee on May 2, 2025, where comments were shared pertaining to hours, number of musicians, equipment specifications, and scheduling.

WHEREAS, "applicant" or "owner" as used herein shall include successors, assigns, and legal representatives.

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

WHEREAS, the City Commission has the authority to approve none, some, or all of the requested conditional uses.

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

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

SECTION 2. The City Commission hereby approves the requested conditional use permit application number #25057, incorporated herein by reference, and with the list of conditions enumerated in Exhibit "A" incorporated herein.

SECTION 3. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2025.

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

Adrian Petrila, Mayor

ATTEST:

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT “A”
Conditions

- (1) The live music area, inclusive of all amplification equipment and musicians operating musical instruments, shall be limited to the front of the structure on the existing patio area shown on the associated plans. No speakers shall be placed that extend north of the outdoor raw bar or south of the front doors leading into the indoor bar area. Musicians shall operate from the stage area.
- (2) Outdoor live music may be played in the designated area from Wednesday through Saturday from 6 PM through 9:30 PM weekly, subject to the City’s noise regulations as may be amended. Addition of days or extension of time outside these limitations shall require amendment of this request, except as approved by the City through a special event permit.
- (3) Speakers placed to support this request shall not be omnidirectional and all speakers shall be placed within and oriented toward the front deck waiting area. Speakers associated with this approval shall not be installed along the perimeter of the deck to face outward from the deck.
- (4) The applicant shall provide for one of the following to demonstrate continued compliance with the City’s noise ordinance:
 - a. Installation of sound-governing software or equipment, with which all exterior permanent or temporary speakers are associated, that is set to limit the decibel level at the property line of the nearest receiving private property to 65 dBA when using a standard adjustment factor between source-present and background readings conducted by a trained officer of the City or Pinellas County Sheriff’s Office. This software or equipment shall be accessible only to management who shall be present at any time music is being played and whose contact information shall be kept on file with the City’s Code Enforcement Department; or,
 - b. Temporary speakers utilized shall not exceed a sensitivity of 92 dB supplied with one watt measured at one meter, or an equivalent sensitivity to not exceed 65 decibels (adjusted) at an adjacent property. Temporary equipment product information shall be supplied to the Community Development Department prior to operation of this Conditional Use Permit.
- (5) Upon two noise complaints related to the outdoor music area that are substantiated as violating the City’s prevailing noise or nuisance regulations or the requirements of this approval, whichever is more restrictive, by St. Pete Beach Code Enforcement or the Pinellas County Sheriff’s Office within a one-year period, this use shall be temporarily ceased and automatically returned to the City Commission for reconsideration.
- (6) A copy of Resolution 2025-13 shall be kept on file at the property at all times and supplied to St. Pete Beach Code Enforcement or the Pinellas County Sheriff’s Office when requested.
- (7) Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.
- (8) The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.



**PLANNING DIVISION
CONDITIONAL USE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

CASE NO.: 25057

HEARING DATE: June 10, 2025

OWNER/APPLICANTS: Danielle L. Vaughn, Esq. of Vaughn Law for James A. Miller

PREPARED BY: Brandon Berry, Planner

This application is a request for a Conditional Use Permit:

REQUEST:	Danielle L. Vaughn, Esq. of Vaughn Law for James A. Miller requests a conditional use permit for the establishment of live music in an existing outdoor dining and drinking area from Wednesday through Saturday on a weekly basis between the hours of 6 PM and 9:30 PM (LDC Sec. 15.4.(n)).
LOCATION:	2001 Pass-a-Grille Way; Parcel ID # 18-32-16-68634-000-0017.
ACREAGE:	Approximately 0.3 acres (12,650 sq. ft.) of land with 0.07 acres (3,000 sq. ft.) of additional owned submerged land (TIIF 40207(5216-52), 1995)
EXISTING LAND USE	CG-1 Commercial District on the Zoning Map and CG Commercial General on the Future Land Use Map
SURROUNDING FUTURE LAND DESIGNATIONS:	North – CG Commercial General South – 20 th Ave street-end and CG Commercial General East – Water & RU Residential Urban West – Pass-a-Grille Way & ROR Residential/Office/Retail
SURROUNDING ZONING MAP DESIGNATIONS:	North – CG-1 Commercial District South – 20 th Ave street-end and CG-1 Commercial District East – Water & RU-1 Residential District West – Pass-a-Grille Way & ROR/PAG – Residential/Office/Retail within the Pass-a-Grille Overlay District
SURROUNDING EXISTING USES:	North – Restaurant with outdoor dining, drinking, and outdoor music South – Marina East – Single-family residential West – Delicatessen and restaurant overflow parking.

BACKGROUND

The property comprises a on-land parking area with frontage covered seating, stage and raw bar, with the enclosed portion of the restaurant itself located over water. The submerged land in the footprint of the restaurant was disclaimed to the former property owner by the State in 1995 pursuant to the Butler Act, due to the age and perpetual use of the structure as a permanent improvement. Along with its northern neighbor, also a restaurant with outdoor seating, and the marina to its south, it is one of a handful of properties south of 32nd Avenue and west of Vina Del Mar that is not located within the Pass-A-Grille Overlay District. While the Overlay has no direct impact on this particular use, it would otherwise regulate design and development related to the spaces where the outdoor music is requested for operation.

In 2020, the City modified its Land Development Code to allow for outdoor seating as a permitted (formerly conditional) use in most areas of the City. However, it made the playing of outdoor music within those permitted areas a conditional use. The property was cited in March 2025 for the

playing of live music at the frontage of the property on a stage next to a raw bar, and the agent made request for the subject permit later that month. The playing of live music has been ceased at the property pending the outcome of this case.

HISTORY OF COMPLAINT VIOLATIONS

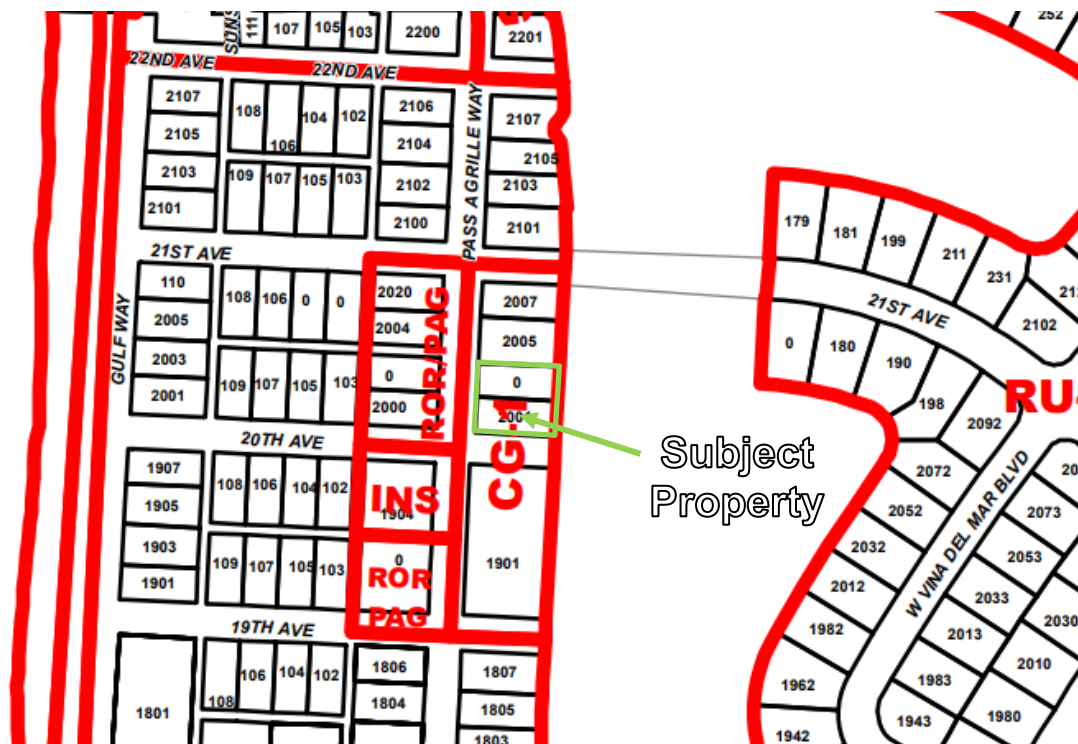
The property has been the recipient of thirteen code enforcement cases since January 2022 when the current property owner obtained it, all of which except one have been closed.

Three of the complaints, received in November 2023 (#20230634), December 2024 (#20240711), and March 2025 (#20250169), pertain to outdoor music, with the former two complaints pertaining to the loudness of the music and the third pertaining to music being played without a conditional use permit. The first two complaints were unverified and closed without further action by code enforcement staff. The third complaint resulted in the submittal of the subject request.

Shortly before this case report was published, the property's open case related to discharge of an unknown fluid at the western side of the property was closed. The applicant had been working with code enforcement staff on identifying the source of the leakage, which is still undetermined, but was determined by the responding officer to not be an extant issue at time of publication.

The applicant currently has an expired business tax receipt which should be paid, with the outdoor music area added as a separate use.

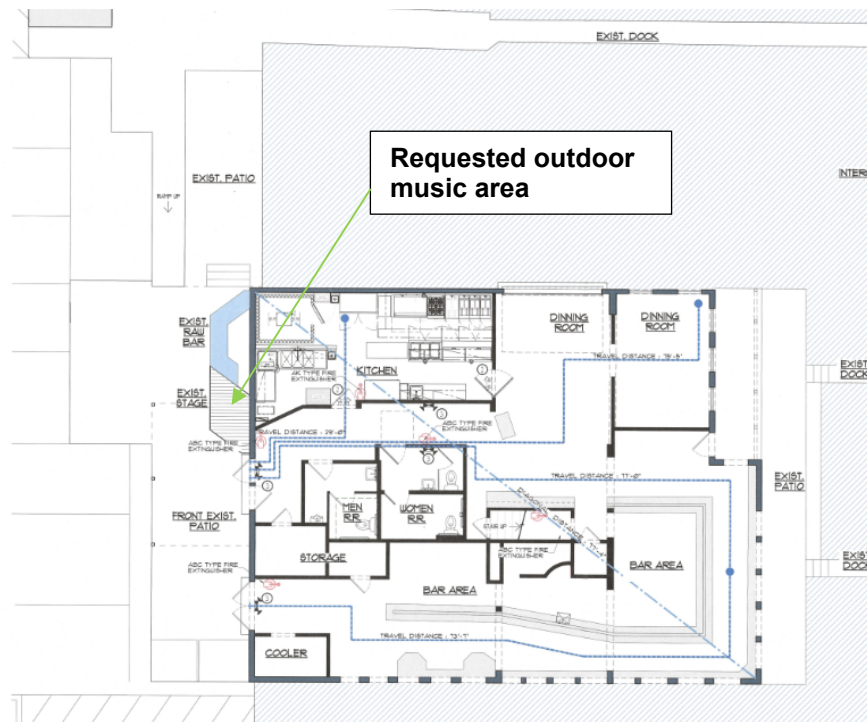
ZONING MAP



AERIAL MAP



SITE REQUEST



SITE REQUEST WITH OVERLAY (APPROXIMATE)



ANALYSIS

The owner is requesting to allow for a musician to play at a stage area next to the raw bar at the front of the property as depicted above, during the following hours:

Wednesday through Sunday, 6 PM to 9:30 PM

The stage faces toward Pass-A-Grille Way, largely buffered from the residential neighborhoods to the east by the walls of The Wharf Restaurant. It faces to the north, northwest, west, southwest, and south, properties that are in current commercial use and with commercial or mixed-use zoning and land use. While the properties to the immediate west are zoned to potentially allow for detached residential development in the future, they are currently developed with commercial uses that are undergoing substantial renovations and remodels, suggesting = they are likely to remain as commercial for the foreseeable future.

The applicant has explained to Staff that they have no plans to introduce live music within The Wharf Restaurant or on its newly-constructed rear docks which were approved in 2023 (CUP #23009). Their request pertains solely to the use of the designated stage area at the front of the structure.

TRC Comments

This request was reviewed by staff at Technical Review Committee on May 2, 2025, where limited comments were shared by zoning and code enforcement staff pertaining to the placement of equipment, number of musicians, and whether recorded music was being proposed in hours outside of the ones specified for live music. Staff discussed the potential of introducing sound-

governing equipment or software, which can be used to lock the decibel level of amplified equipment, and challenges associated with it due to visiting musicians providing the equipment.

Land Development Code Sec. 4.4 – Standards for review.

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

GOAL 1:

Ensure that the residential character of the City is maintained and protected while:

- a. Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike;
- b. Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation; and
- c. Maintaining the community's recreational resources, open spaces, and beaches.

Objective 1.4

Consistent with this Comprehensive Plan, as amended, the City shall enhance and protect the City's character through the encouragement of redevelopment which supports an orderly and aesthetic mixture of land uses.

Staff finds that conditions are required to ensure that the request is not contrary to the following objective and policies:

FUTURE LAND USE ELEMENT:

GOAL 1

Objective 1.1

The integrity and quality of life throughout the City, including existing residential neighborhoods, as well as core commercial and resort areas, will be maintained and encouraged to be improved or redeveloped to enhance neighborhood character through the enforcement of the Land Development Code in accordance with the Future Land Use Element and the Countywide Plan.

Policy 1.1.4

Through the enforcement of the Land Development Code, existing residential areas shall be protected from the encroachment of incompatible uses; likewise, other land use areas shall be protected from the encroachment of incompatible residential uses.

Policy 1.1.5

The conservation, maintenance, and rehabilitation of existing residential areas shall be encouraged through provisions maintained in the Land Development Code and other applicable City codes.

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

- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;** *Staff finds the overall appearance and function of the area will not be significantly affected. No new permanent structures are being requested for this use. The restaurant use to the north has permission for outdoor music in an area with a larger extent, and with longer hours, than the subject request. Staff finds the area to be largely commercial in nature.*
- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;** *No new structures are being proposed for this use, and the use itself is ancillary to the existing waiting and dining area. Staff does not find this criteria to be relevant to the subject request.*
- c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.** *No new development is being proposed with this use. The approval will allow only for outdoor music to be played in an existing area the owner has designated as a stage.*
- d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.** *Staff finds noise to be the only one of these adverse impacts to be applicable to the*

subject request, with the understanding that late night hours refer to those between the hours of 10 PM and 7 AM when the City's receiving property decibel limitations drop to 55 dBA from 65 dBA. The proposed musician area appears relatively optimally located on the site based on current conditions to cause the least disturbance to nearby residential areas. It is fully buffered by the restaurant's walls from Vina Del Mar to the east, and generally buffered to the west by distances of 250 feet or greater to nearby residential property, as well as intervening buildings at Shaner's and Fire Station 22.

Due to extensive damage from Hurricanes Helene and Milton, Fire Station 22 is proposed for demolition. While the site is proposed for a new station that will provide an equivalent buffer from the residences along the south side of 20th Avenue, this area could potentially experience temporary effects from the establishment of The Wharf's music area that do not currently exist while the new station proceeds through permitting and construction. As such, adequate conditions should be assigned to this use that ensures the space is operated within the City's noise ordinance without substantial variation regardless of musicians or equipment introduced.

- (3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; This is not applicable. This space is currently used as a waiting area with raw bar and will continue to be used as such. No additional parking or transportation system impacts are anticipated.**
- (4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; This is not applicable. The stage is not sized for a large band and there is not expected to be need for a large loadout area to accommodate the musician and their equipment.**
- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made; Staff finds that the applicant's request for hours of operation, days, and extent of stage area are adequate and mindful of the surrounding character of the neighborhood. Provided that the use is operated within the City's current and forthcoming sound regulations, Staff finds the use should not cause nuisance to nearby residents or compete with the approved music area of the property to the north, which is oriented away from the subject stage area toward the waterfront.**
- (6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision**

such improvements and mitigation; *There are no site improvements proposed for this use and this criteria is not applicable.*

- (7) **Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.** *The request is governed under the city's noise ordinance outside of any additional conditions placed on the request under this scope.*

The following three additional criteria are evaluated when an outdoor dining and drinking area with amplified music is proposed to be established:

- (8) **The product specifications of any permanent speakers, amplifiers and other support equipment to be installed outdoors.**

The owner states that visiting musicians currently bring their own equipment.

The closest private property adjacent the stage is located approximately 70 feet away. While loudness is a factor of both speaker sensitivity and wattage supplied by an amplifier, a speaker with sensitivity up to 92 dB supplied with one watt will be compliant with the noise ordinance measured at the property line, without accounting for intervening impacts¹. Staff finds a condition pertaining to maximum equipment sensitivity, in lieu of a sound governor, may be an effective way to limit loudness at adjacent properties without requiring permanent equipment.

- (9) **An explanation of the hours of operation of the outdoor dining and/or drinking area, including any special provisions or intentions for live music.**

The owner has requested the area to be operated from Wednesday through Saturday between the hours of 6 and 9:30 PM. It will be used for live music only during those hours, with no speakers installed for ambient recorded music outside of that span.

- (10) **A description of how music will be regulated in accordance with the City's noise ordinance as found in Chapter 46, Article IV of the Code of Ordinances.**

The owner is not proposing to offer live music outside of the hours at which 65 dBA is the allowable receiving decibel level at any property. The applicant states they intend to comply with this requirement. While the City is currently reviewing its noise ordinance, setting a lower decibel standard has not been proposed and the type of music previously offered at the property is not expected to result in violations of a dBC standard should one be introduced.

Discussion.

A conditional use is required in this zoning district to play "outdoor music":

¹ Yamaha. (n.d.) Formula for determining the maximum peak SPL of a speaker. Retrieved from <https://faq.yamaha.com/usa/s/article/U0002248>.

Sec. 15.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-1 Commercial District are as follows:

- (n) Eating and drinking establishment—Fast food restaurant, nightclub, outdoor dining and/or drinking areas **that provide for outdoor music**, or roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable.

Conditional uses are specifically listed uses that generally would not be allowed by right in all locations but can be allowed if controlled as to number and location if compatible as conditioned with existing surrounding uses. A conditional use must be consistent with the comprehensive plan including the purpose, intent, goals, objectives and policies contained in the comprehensive plan, future land use category and if it meets the standards and criteria for approval of conditional uses in the zoning district. A conditional use can be denied and does not have to be approved. A conditional use can also be approved in some circumstances and certain locations through conditions specifically tailored and intended to ensure the conditional use is compatible with surrounding uses. Specific conditions of approval should be specially-designed to remove, minimize or adequately mitigate adverse impacts that are not compatible with surrounding uses under the circumstances at the specified, proposed location.

Land Development Code section 4.1 provides that conditional uses can be approved if the concerns are minimal, approved with conditions to mitigate the impacts and concerns, or denied if the concerns are not minimal and cannot be otherwise mitigated.

“Sec. 4.1. Review of conditional use permit applications.

- (a) Purpose. Certain uses are conditional rather than uses by right. They are subject to the conditional use regulations because they may, but do not necessarily, have significant adverse effects on the environment, public services, the desired character of an area, or they may create nuisances. A review of these uses is necessary due to the impacts they may have on the surrounding area or neighborhood. **The conditional use review provides an opportunity to allow the use when there are minimal impacts, to allow the use but impose mitigation measures to address identified concerns, or to deny the use if the concerns cannot be resolved.**
- (b) Authority. The city commission may approve applications for conditional uses in accordance with the procedures, standards and limitations of this division.
- (c) Authorized conditional uses. Only those uses which are authorized in each zoning district or those nonconforming uses which are substantially damaged or destroyed, and are permitted to be re-established in accordance with this ordinance may be approved as conditional uses. The designation of a use in a zoning district as a conditional use does not constitute an authorization of such use or an assurance that such use will be approved; rather, each proposed conditional use shall be evaluated by the city commission for compliance with the standards and conditions set forth in this section and for each district. **Wherever a conditional use existing on the effective date of these regulations is terminated or destroyed, subsequent conditional use of the property shall be permitted only in conjunction with the approval process specified herein.** “

Florida Statutes Chapter 163 states “Compatibility” means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that

no use or condition is unduly negatively impacted directly or indirectly by another use or condition (F.S. 163.3164(9)).

BASIS FOR APPROVAL WITH CONDITIONS

To approve the conditional use for outdoor music in this location, the City Commission must find that the proposed conditional use for outdoor music is compatible with surrounding uses if properly conditioned to ensure that the noise levels generated by the proposed conditional use are controlled pursuant to Goal 1 of the Future Land Use Element of the Comprehensive Plan, which supports preservation of the residential character while allowing for maximization of economic benefit from the tourist trade when not adverse to that character. Goal 1 of the Future Land Use Element of the Comprehensive Plan and the current zoning of the property generally supports industries like restaurants. The outdoor stage/musician area is located between the building and the street on the site (rather than along the waterfront across from residential area) to mitigate nuisance to nearby surrounding uses, including residential properties to the east and further to the west across the street. The stage is small, at approximately 30 square feet of usable space, and is likely unable to support more than two musicians at maximum occupancy. The applicant has recently invested in renovating their property, and the music is an extension of that outdoor commercial space that included modest improvements to the docking facilities, which supports Future Land Use Element Objective 1.4. encouraging redevelopment investment in properties. In the event that the applicant violates the conditions of approval or the city noise ordinance, the business owner will be given a warning and if there is a second violation the CUP will return to the City Commission for reconsideration, where reversal of approval or additional mitigation conditions that address the source of nuisance can be imposed.

Given the spatial limitations of the small outdoor musician area, conditions pertaining to location of speakers, and the limited hours requested for outdoor music, the City Commission could find that outdoor music subject to the specific conditions specifically tailored for this location as presented by staff would be generally compatible with the surrounding uses and therefore **meets the criteria of LDC Sec. 4.4 including 4.4.(a)(2)d. and (a)(5) if conditions are adhered with while playing outdoor music.**

BASIS FOR DENIAL IN THIS LOCATION

This use is located in one of two well-defined commercially-zoned areas within Pass-A-Grille, the other being the Eighth Avenue zoning district. The eastern side of 19th Avenue to 21st Avenue is zoned solely for commercial uses, and the western side for a mix of residential, commercial, and institutional uses, although the western properties immediately to the west are all in current use as non-residential uses. While the musician area is currently oriented toward commercial and City-owned institutional uses, the City is expecting to redevelop the fire station in the near future which may expose residents behind the station to noise from the musician area during reconstruction if not adequately conditioned. Staff does have future concerns about exposure of residences to incompatible noise once the fire station undergoes redevelopment. Should the City Commission find that staff-recommended conditions are not adequate to address exposure of neighbors to noise, and if adequate conditions are not viable to address this exposure, the use can be found incompatible with Future Land Use Policies 1.1.4. & 1.1.5, which are intended to prevent encroachment of incompatible uses into residential areas and conserve and maintain residential neighborhoods.

With regard to the generation of noise by the proposed conditional use, the City is limited by first amendment concerns and conditions should be content neutral. Conditions that are content-

based would include conditions based on the type of musical instrument or style/genre of music might be considered content-based rather than content-neutral, noise-level based limitations. Although the musician area is very small, and is unlikely to support more than two musicians, with only one currently utilizing the area, per the applicant's narrative. However, even one musician can play or sing loudly at times and can play loudly even if the music is not amplified electronically. Music can be played inside the restaurant without a conditional use permit, as long as it remains within the establishment's interior.

To the extent that the City Commission finds the proposed conditional use of outdoor music in this location even with the proposed conditions would be incompatible with abutting and nearby uses, particularly residential, then it would be inconsistent with **Future Land Use Policies 1.1.4. & 1.1.5 and Goal 1 of the Future Land Use Element of the Comprehensive Plan** and not in compliance with **LDC 4.4 (a) (1), (2)(c) and (2)(d), and LDC 6.24.(b)(6)a.-c.**, the proposed conditional use should be denied in this location.

STAFF RECOMMENDATION

Should the City Commission find this request to be consistent with the conditional use permit criteria and Comprehensive Plan, Staff recommends the following conditions to protect the health and welfare of the public, and impose mitigation to address identified concerns.

- (1) The live music area, inclusive of all amplification equipment and musicians operating musical instruments, shall be limited to the front of the structure on the existing patio area shown on the associated plans. No speakers shall be placed that extend north of the outdoor raw bar or south of the front doors leading into the indoor bar area. Musicians shall operate from the stage area.
- (2) Outdoor live music may be played in the designated area from Wednesday through Saturday from 6 PM through 9:30 PM weekly, subject to the City's noise regulations as may be amended. Addition of days or extension of time outside these limitations shall require amendment of this request, except as approved by the City through a special event permit.
- (3) Speakers placed to support this request shall not be omnidirectional and all speakers shall be placed within and oriented toward the front deck waiting area. Speakers associated with this approval shall not be installed along the perimeter of the deck to face outward from the deck.
- (4) The applicant shall provide for one of the following to demonstrate continued compliance with the City's noise ordinance:
 - a. Installation of sound-governing software or equipment, with which all exterior permanent or temporary speakers are associated, that is set to limit the decibel level at the property line of the nearest receiving private property to 65 dBA when using a standard adjustment factor between source-present and background readings conducted by a trained officer of the City or Pinellas County Sheriff's Office. This software or equipment shall be accessible only to management who shall be present at any time music is being played and whose contact information shall be kept on file with the City's Code Enforcement Department; or,
 - b. Temporary speakers utilized shall not exceed a sensitivity of 92 dB supplied with one watt measured at one meter, or an equivalent sensitivity to not exceed 65

decibels (adjusted) at an adjacent property. Temporary equipment product information shall be supplied to the Community Development Department prior to operation of this Conditional Use Permit.

- (5) Upon two noise complaints related to the outdoor music area that are substantiated as violating the City's prevailing noise or nuisance regulations or the requirements of this approval, whichever is more restrictive, by St. Pete Beach Code Enforcement or the Pinellas County Sheriff's Office within a one-year period, this use shall be temporarily ceased and automatically returned to the City Commission for reconsideration.
- (6) A copy of Resolution 2025-13 shall be kept on file at the property at all times and supplied to St. Pete Beach Code Enforcement or the Pinellas County Sheriff's Office when requested.
- (7) Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.
- (8) The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.

Conditional Use Permit

Case No. 25057

Property Address: 2001 Pass-A-Grille Way

Agent/Owner: Danielle L. Vaughn, Esq. of
Vaughn Law for James A. Miller

Request: *Conditional Use Permit:* Establishment of live music in an existing outdoor dining and drinking area from Wednesday through Saturday on a weekly basis between the hours of 6 PM and 9:30 PM (LDC Sec. 15.4.(n)).



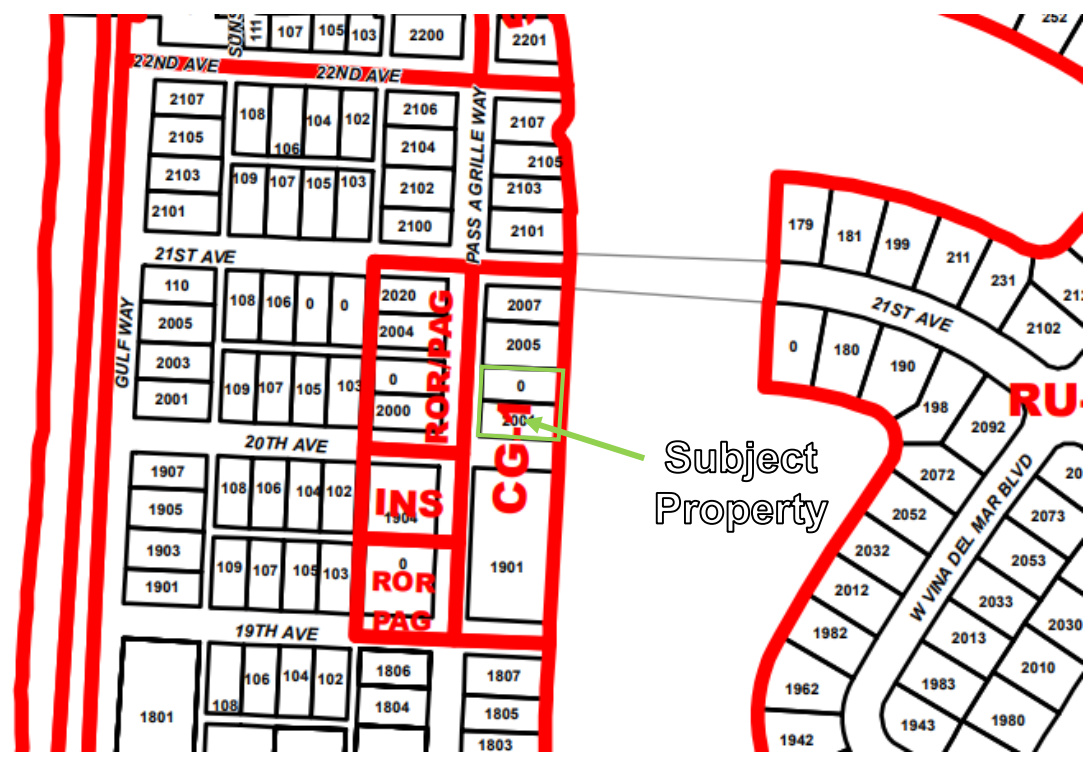
Listing of Exhibits

- Aerial
- Zoning Map
- Survey
- Floor Plan & Request Details
- Summary of Findings
- Basis for Approval with Conditions
- Basis for Denial in This Location
- Recommended Staff Conditions
- Action Options

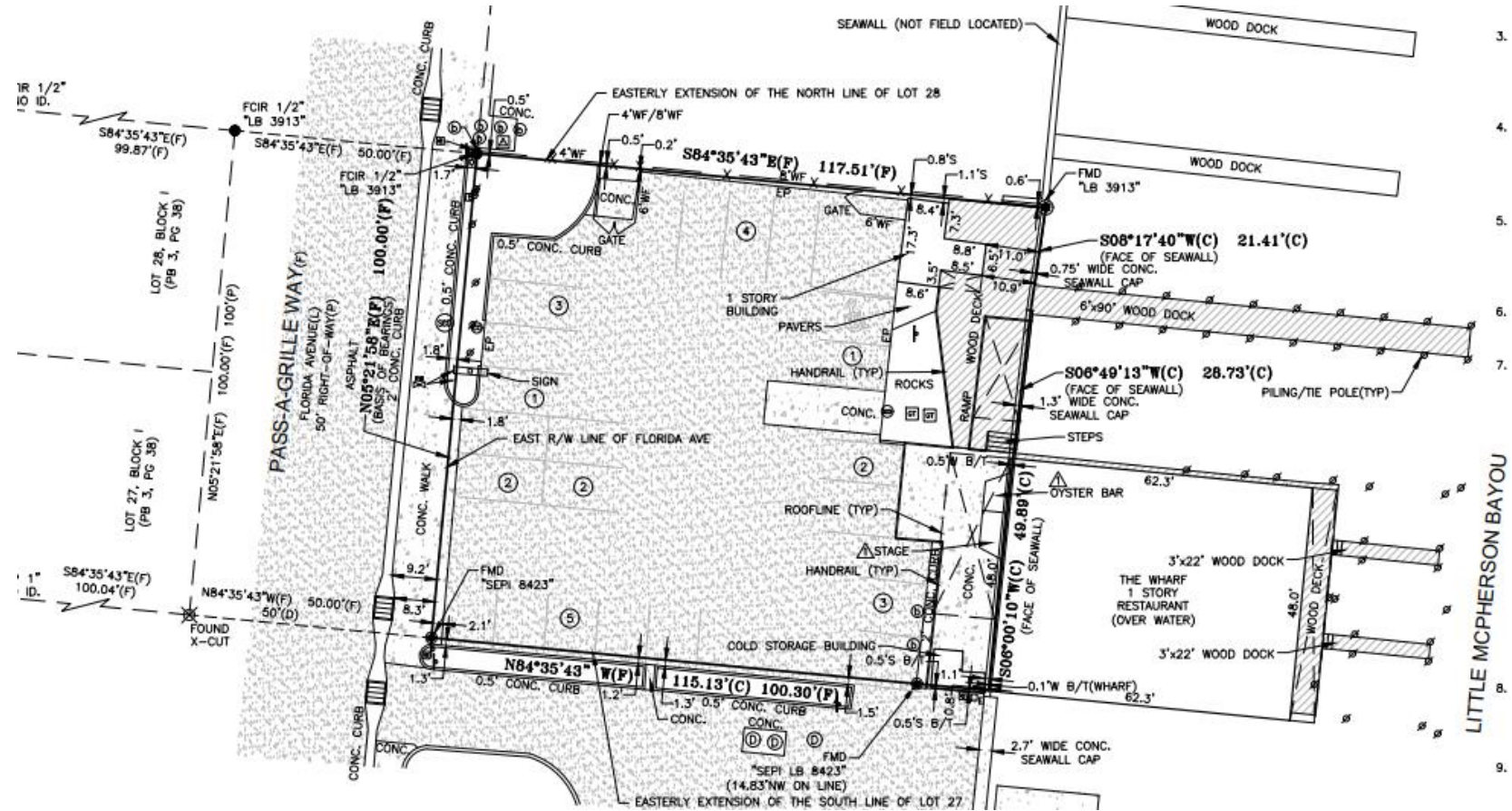
Aerial



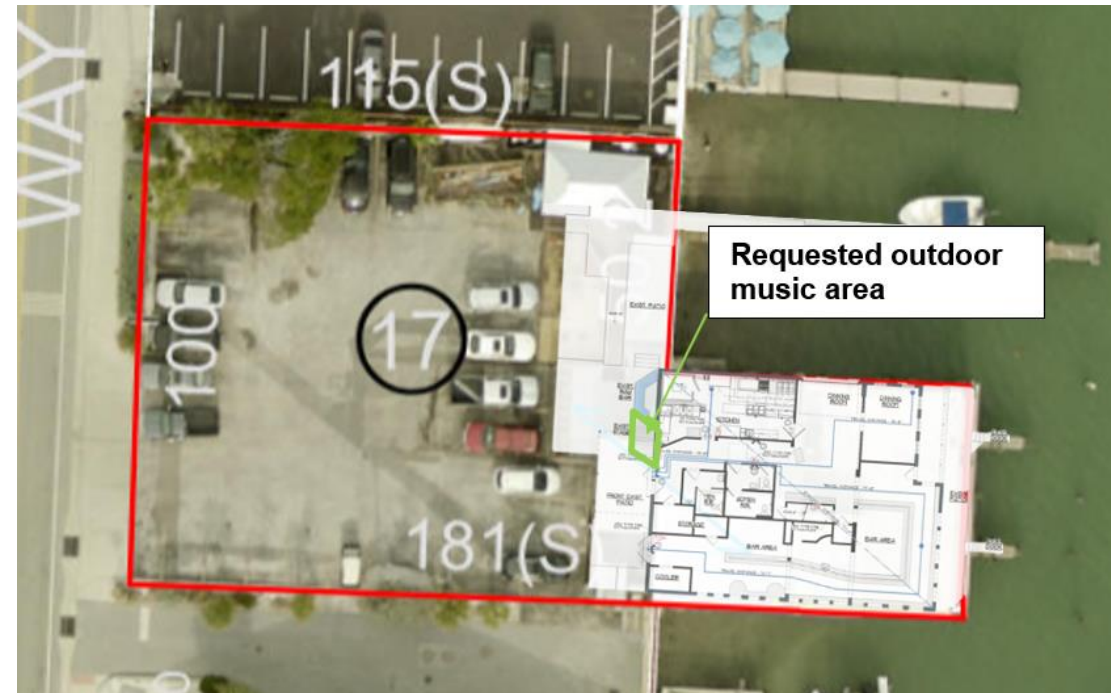
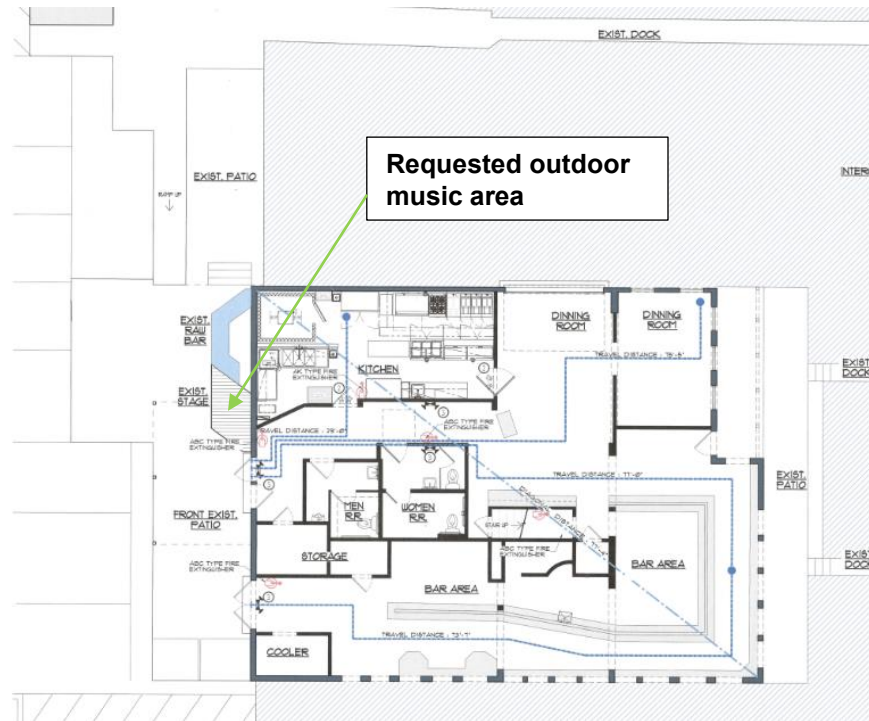
Zoning Map



Survey



Floor Plan



Request Details

LDC Sec. 15.4.(n): Outdoor music in outdoor eating and drinking areas are subject to conditional use requirements.

- Not within the CRD – subject to criteria in LDC Sec. 4.4 only.
- Request for small (~30 sq. ft.) stage area to be used for a live outdoor musician:
 - Wednesday through Saturday
 - 6 PM to 9:30 PM
 - Weekly



Summary

- The stage faces property currently used as, and zoned for, commercial and institutional.
 - Rebuild of FS 22 will expose homes on south side of 20th Ave temporarily.
 - More permanent buffers than other uses in vicinity.
- Applicant requests one visiting musician.
 - Not a perpetual limitation (runs with land).
 - Musician brings own equipment.
- Stage is >250 feet from nearest residential property.
 - ~70 feet from commercial property

Basis for Approval with Conditions

- Stage faces commercial/institutional rather than residential uses which can reduce sensitivity of music impacts (FLU Goal 1)
- Stage is small (~30 sq. ft.) and intrinsically limited in occupancy.
- Applicant has invested in renovation of property recently, which is encouraged by Comprehensive Plan (Objective 1.4).
- Conditions potentially sufficient to address:
 - *Livability and usability of nearby property*: Limited hours, extent, of area.
 - *Protection of health and welfare*: Limitation on decibels above noise ordinance, speaker orientation, low threshold for request to return to City Commission for reconsideration.

Basis for Denial in This Location

- Near-term demolition of fire station providing less of a noise buffer to nearby residents.
- If City Commission finds Staff conditions to be inadequate and concerns to be unmitigable:
 - FLU Policy 1.1.4.: Protection of residences from commercial encroachment.
 - FLU Policy 1.1.5.: Conservation and maintenance of residential areas.
 - LDC Sec. 4.4.(2)c.: Inadequate screening or design of the area to address compatibility concerns.
 - LDC Sec. 4.4.(2)d.: Hours, days, decibel limitations, or extent of playing area is deficient.

Recommended Conditions

- 1) Live music limited to patio and musicians to the stage, with no speakers extending outside of patio area.
- 2) Music is limited to Wednesday through Saturday, 6 PM through 9:30 PM.
- 3) No omnidirectional speakers; all speakers must be oriented toward patio.
- 4) Sound governing equipment, or sensitivity and wattage limitations on temporary speakers, is required.
- 5) Two substantiated noise complaints within one year automatically returns this item for reconsideration.
- 6) Copy of Resolution 2025-13 must be kept on site at all times.
- 7) Any violation of the conditions allow the commission to rescind this approval.
- 8) CUP may be reviewed periodically for compliance.

Action Options

“Motion to [approve / approve with conditions / deny / continue to [specify date]] Conditional Use Permit Number 25057 for 2001 Pass-A-Grille Way.”



CONDITIONAL USE APPLICATION

Case Number: 25057

PROPERTY OWNER: JAMES A. Miller

APPLICANT/AGENT (Attach agent authorization form)

Name: James A. Miller

Name: Danielle L. Vaughn, Esq. Vaughn Law

Address: 3901 43rd St. S.

Address: 350 Corey Ave.

City: ST. Petersburg State: FL

City: ST. Pete Beach State: FL

Zip: 33711 Telephone: 516-459-0773

Zip: 33706 Telephone: 727-223-6080

Email: Wharf2022@gmail.com

Email: dv@dvaughn.law.com

SUBJECT PROPERTY:

Address: 2001 Pass a Grille Way, SPB Current Name of Business: The Wharf Restaurant

Parcel ID: 18-32-16-68634-000-0017

Name of Project: _____

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

Request to Play Live Music on a weekly basis on
Wednesdays, Thursdays, Fridays and Saturdays from 6 P.M.
to 9:30 P.M.

[Signature], Agent
Signature of Applicant/Agent

4-10-2025
Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

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

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

Yes, the conditional use permit is consistent of the goals, objectives, and policies of the Comprehensive Plan. This permit will not change the structure or use of the Wharf building or business in any manner.

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

The character of the existing area will not change because there are no changes to the existing structure needed for this permit.

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

The overall appearance of the area will not be affected because there will be no changes to the existing structure. The bar/restaurant to our north already have a conditional use permit for live music therefore our permit will not affect the function of this area. Our live music stage is next to the entrance of the restaurant and cannot be seen from the street or sidewalk in the front of our building.

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

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

This permit will not result in any changes to the building size or exterior appearance.

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

We feel that this permit will have no adverse impacts on the livability or usability of nearby land. There will be no dust, fumes, smoke, or additional lighting. All live music being performed will cease by 9:30pm and will be performed at a decibel level well below city noise requirements. The music will be performed on an existing stage which overlooks our parking lot and has other commercial structure as a buffer between it and the local residential neighborhood.

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

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

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5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;
This live music area will be used only for entertainment of existing customers that are waiting for tables at our restaurant. We do not expect any additional traffic because of our live music.
6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,
We will have live music between the hours of 6-9:30 PM on our existing stage with music at a decibel level well below city noise requirements.
7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

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

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.
2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.
3. Hydrological features and storm water management infrastructure.
4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.
5. Site landscaping, open space provision and impervious surface limitations.

*CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org*

6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.
7. Fire suppression and facility security.
8. Emergency management and hurricane evacuation provisions.
9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:
 - a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
 - b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.



Owner's Authorization for Agent

I/WE

JAMES A. MILLER

(print name of property owner)

hereby authorize

Danielle L. Vaughn, Esq. of Vaughn Law PLLC

(print name of agent)

to represent me/us in an application for

Conditional Use Application

(type of application: variance, conditional use, zoning, etc.)

[Signature]
Signature of Owner

Signature of Owner

JAMES A. MILLER
Print Name of Owner

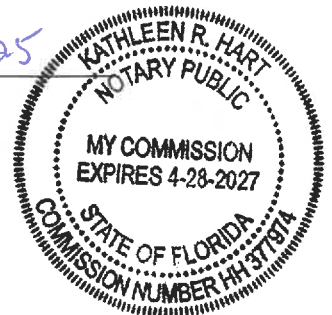
Print Name of Owner

The forgoing instrument was acknowledged before me this 11th day of April 2025, by _____
who is personally known _____ or produced
FL Drivers License as identification.

Kathleen R. Hart
(Notary Signature)

4/11/2025
(Date)

My Commission Expires 4-28-2027



CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, JAMES A. MILLER, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): Danielle Vaughn, Esq. as agent

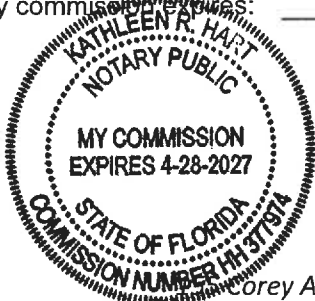
Address: 350 Corey Ave. St. Pete Beach, FL 33706

Danielle Vaughn, Agent 4-10-2025
Signature Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 10th day of April, 20 25 by Danielle L. Vaughn, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission expires: 4-28-2027



NOTARY: Kathleen R. Hart
Print Name: _____
Notary Public, State of Florida
(Notarial Seal)

CITY OF ST. PETE BEACH, Community Development Department

Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

 I understand that the City will not accept or process an incomplete application.

 I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.

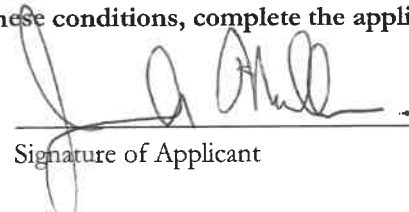
 On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.

 I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.

 I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

 I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages


Signature of Applicant

4-11-2025
Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



THEWHAR-01

CAREYM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2025

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
Commercial Ins Specialists LLC
3438 Colwell Ave
Tampa, FL 33614

CONTACT
NAME:
PHONE
(A/C, No, Ext): (813) 288-1000 FAX
(A/C, No): (813) 330-2424
E-MAIL
ADDRESS:

INSURED

The Wharf PAG Inc dba The Wharf Bar & Grill
3901 43rd St South
Saint Petersburg, FL 33711

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : Trisura Specialty Insurance Company
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR	X	OSU1004249-02	2/24/2025	2/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐					EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED ☐ RETENTION \$ ☐					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		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)
City of St. Pete Beach is listed as an Additional Insured in respects to General Liability. A 30 Day Notice of Cancellation in favor of City of St. Pete Beach applies.

CERTIFICATE HOLDER

CANCELLATION

City of St. Pete Beach
155 Corey Ave.
Saint 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

WALL LEGEND

	EXISTING EXTERIOR CHYL WALLS (W/ TO REMAIN (Y/F)
	NEW EXTERIOR WALLS
	EXISTING INTERIOR WALLS TO REMAIN
	EXISTING INTERIOR COLUMN TO REMAIN (UNO)
	NEW METAL 61D INTERIOR WALL

FIRE SAFETY LEGEND

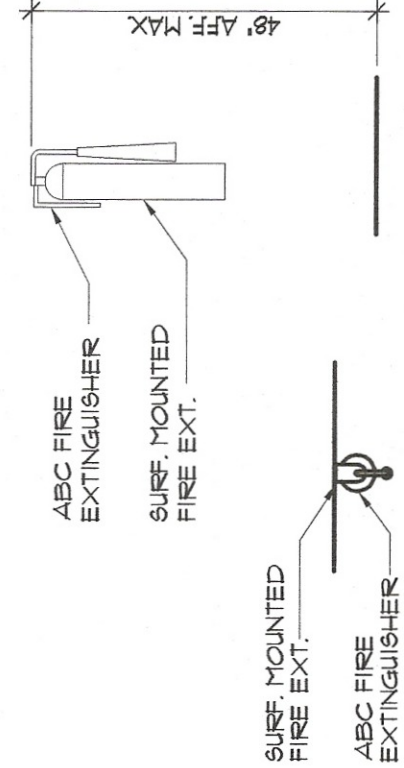
	NEW EMERGENCY LIGHT WITH BATTERY BACK-UP
	EXIST. EMERGENCY LIGHT WITH BATTERY BACK-UP
	EXIST. DIRECTIONAL EXIT SIGN

BATTERY BACK-UP / EXIT SIGN NOTES

1. INSTALL NEW LED INCANDESCENT EXIT SIGNS WITH NI-CAD BATTERY. BACK-UP IF NECESSARY, IN PLACE OF EXISTING. USE QUANTITY (CAT. # LCM 8 W 3 R 120/271 TELV) OR EQUAL.
 2. INSTALL NEW EMERGENCY LIGHTING UNITS WITH 6V BATTERY BACK-UP AND 8 W 3 R 120/271 TELV OR EQUAL. USE QUANTITY (CAT. # ELM2) OR EQUAL.
 3. INSTALL NEW 5-WATT WEDGE-BASE TUNGSTEN HALPH EMERGENCY LIGHTS WITH 6V BATTERY BACK-UP IN NEW OFFICE. ALSO REPLACE EXISTING EMERGENCY LIGHTS IN EXISTING OFFICES LOUNGE AND REST ROOMS IF NECESSARY. USE QUANTITY (CAT. # ELM) OR EQUAL.
- LOCATION OF EXIT SIGNS AND EMERGENCY LIGHTS IS APPROXIMATE. (VERIFY IN FIELD)

FIRE EXTINGUISHER DETAIL

1. FIRE EXTINGUISHERS SHALL BE PROVIDED BY A FLORIDA LICENSED FIRE EXTINGUISHER CONTRACTOR, TAGGED, INSPECTED, AND MOUNTED AS PER NFPA 10, 2002.

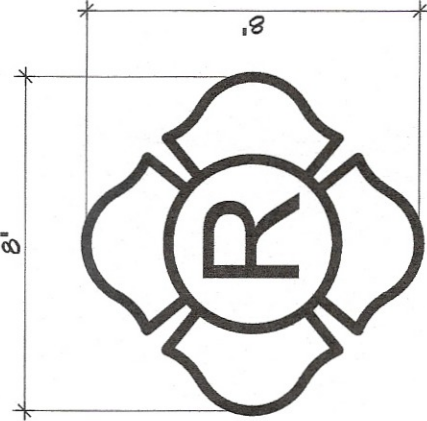


FIRE EXTINGUISHER NOTES

G.C. TO PROVIDE AND INSTALL (1) PORTABLE FIRE EXTINGUISHER FOR EACH 3,000 SQ. FT. OF FLOOR AREA (MINIMUM OF 3). TRAVEL DISTANCE BETWEEN EXTINGUISHERS SHALL NOT EXCEED 75 FEET. EXTINGUISHERS SHALL BE CONSPICUOUSLY LOCATED AND READILY ACCESSIBLE (ACTUAL LOCATION TBD, IN FIELD BY TENANT / G.C. AND APPROVED BY FIRE MARSHALL)

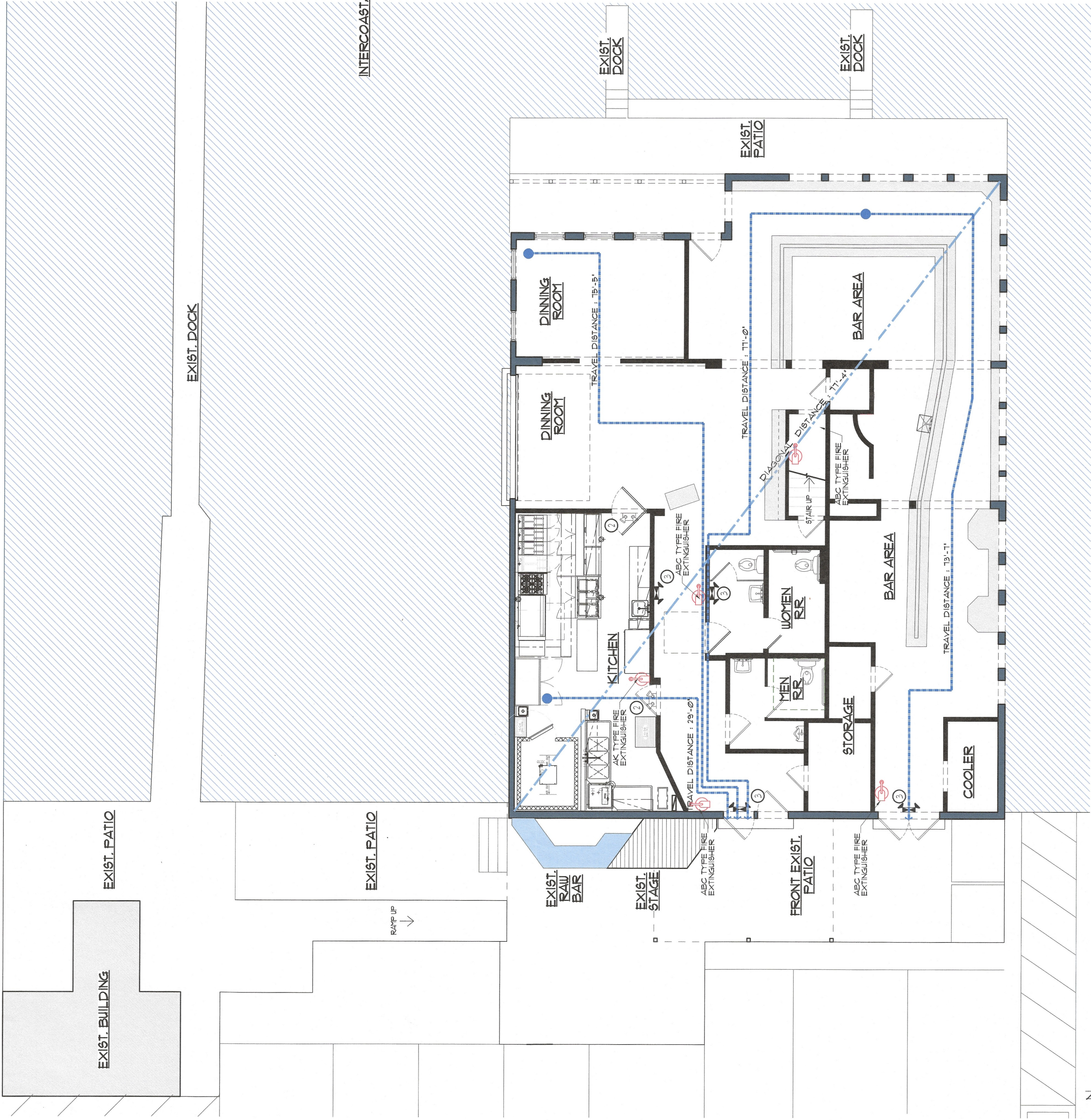
MODEL # SHI-6A-40ABC

LIGHT-FRAME SYMBOL



SYMBOL FOR LIGHT-FRAME MALTESE CROSS MADE OF A BRIGHT RED REFLECTIVE COLOR

NOTE:
AS PER FLORIDA STATE STATUTE 'LIGHT-FRAME TRUSS' SYMBOL SIGNAGE MUST BE PLACED WITHIN 4' OF MAIN ENTRY DOOR AND BOTTOM OF SIGNAGE MUST BE NOT LESS THAN 48" FROM THE GROUND. SIGNAGE MUST BE PERMANENTLY ATTACHED TO THE FACE OF STRUCTURE ON A CONTRASTING BACKGROUND. - REFERENCE PLAN FOR SIGN PLACEMENT.

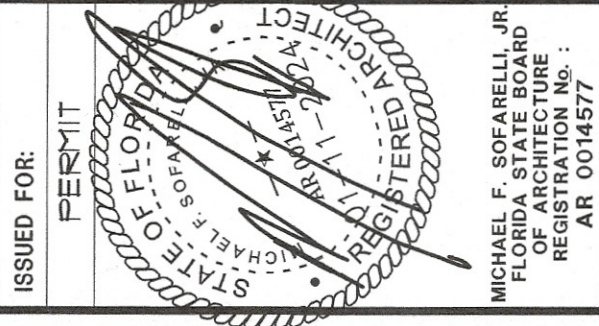


LIFE SAFETY PLAN



PROPOSED

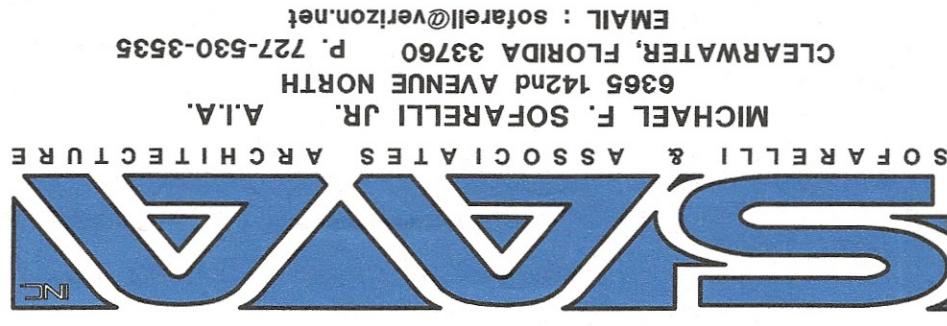
SCALE : 3/16" = 1'-0"



ISSUED FOR:
PERMIT
MICHAEL F. SOFARELLI, JR.
FLORIDA STATE BOARD
OF PROFESSIONAL ARCHITECTS
REGISTRATION NO. AR 0014577

RESTAURANT
INTERIOR RENOVATION
2001 PASS-A-GRIFFLE WAY
ST. PETE BEACH FL 33712

PROJECT:



Revisions:
1. 6/10/2023 - 01/15/2023
2. 6/10/2023 - 01/15/2023
3. 6/10/2023 - 01/15/2023
4. 6/10/2023 - 01/15/2023
5. 6/10/2023 - 01/15/2023
6. 6/10/2023 - 01/15/2023
7. 6/10/2023 - 01/15/2023
8. 6/10/2023 - 01/15/2023
9. 6/10/2023 - 01/15/2023
10. 6/10/2023 - 01/15/2023

Content:
LIFE SAFETY PLAN

Filename:
THE WHARF

Date:
09-05-2023

Proj. no.
23061

Sheet:
LS-1

LS-1

PARCEL 1:

THE STRIP OF LAND LYING EAST OF LOTS 27 AND 28, BLOCK "1" AND LYING BETWEEN THE NORTH AND SOUTH LINE OF SAID LOT 27 AND LOT 28 AS EXTENDED EAST TO THE WATER AND LYING BETWEEN THE EAST LINE OF FLORIDA AVENUE AND THE WATER. ALL AS SHOWN ON THE PLAT OF THE REVISED MAP OF PHILIPS DIVISION OF PASS-A-GRIFFE CITY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SURVEYOR'S REPORT:

- BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA AVENUE AS SHOWN ON THE PLAT OF THE REVISED MAP OF PHILIPS DIVISION OF PASS-A-GRIFFE, RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING ASSUMED AS N05°21'58"E.
- THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.052(6) DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
- NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES, ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS. UNDERGROUND UTILITY LINE LOCATIONS (IF SHOWN HEREON) ARE ASSUMED BASED UPON VISIBLE SURFACE EVIDENCE.
- RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE TO WHOM CERTIFIED.
- THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
- THE SITE APPEARS TO BE IN FLOOD ZONE AE (EL 10), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP (FIRM) 12103C0278H, COMMUNITY NUMBER 125149, EFFECTIVE DATE 8/24/2021. TRANSYSTEMS AND THE SIGNING SURVEYOR HEREON ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION. ELEVATIONS ON FIRM ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88). THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM" AND "THAT BASE FLOOD ELEVATIONS (BFEs) SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT". THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY. FLOOD ZONE LIMITS AND LIMIT OF MODERATE WAVE ACTION SHOWN HEREON, IF ANY, WERE SCALED FROM SAID MAP AND ARE APPROXIMATE ONLY.
- SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
- UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN WERE FURNISHED TO TRANSYSTEMS AND ARE PRESUMED TO BE CORRECT. NO SEARCH OF ANY PUBLIC RECORDS, FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMPLETION OF THIS SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.
- INFORMATION FOR ADJOINING PROPERTIES WAS OBTAINED FROM PINELLAS COUNTY PROPERTY APPRAISERS WEB SITE AT WWW.PCPAO.ORG ON 5/15/2025.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/20 OR SMALLER.
- THIS SURVEY IS BASED ON THE U.S. SURVEY FOOT.
- THE SUBJECT PARCEL CONTAINS 11,593 SQUARE FEET, (0.266 ACRE) MORE OR LESS.

LEGEND

B/T	BUILDING TIE
(C)	CALCULATED
CBW	CONCRETE BLOCK WALL
CL	CENTERLINE
CONC.	CONCRETE
EP	EDGE OF PAVEMENT
EL	ELEVATION
(F)	FIELD
FB	FIELD BOOK
FCIR	FOUND CAPPED IRON ROD
FFE	FINISHED FLOOR ELEVATION
FN&D	FOUND NAIL AND DISK
ID	IDENTIFICATION
(L)	LEGAL DESCRIPTION
LB	LICENSED BUSINESS
NGS	NATIONAL GEODETIC SURVEY
NO.	NUMBER
OH	OVERHEAD WIRES
OR	OFFICIAL RECORD BOOK
(P)	PLAT BOOK 3, PAGE 38
PB	PLAT BOOK
(PCPAO)	PINELLAS COUNTY PROPERTY APPRAISER'S WEB SITE DATA
PG	PAGE/PAGES
PID#	PERMANENT IDENTIFIER NUMBER
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR & MAPPER
RNG.	RANGE
R/W	RIGHT-OF-WAY
SEC.	SECTION
SCO	SANITARY CLEAN-OUT
SMD	SET "MAG" NAIL AND DISK
TYP	TYPICAL
TWP.	TOWNSHIP
WF	WOOD FENCE
ASPHALT	ASPHALT
BRICK	BRICK
CONCRETE	CONCRETE

SYMBOL LEGEND

⊙	BOLLARD
⊕	CLEANOUT
⊞	CONCRETE LIGHT POLE
⊠	ELECTRIC BOX
⊡	ELECTRIC METER
⊞	ELECTRIC TRANSFORMER
x0.00	ELEVATION
x0.00	ELEVATION BACK OF CURB
x0.00	ELEVATION EDGE OF PAVEMENT
x0.00	ELEVATION BACK OF CURB
x0.00	ELEVATION FLOW LINE
x0.00	ELEVATION EDGE OF PAVEMENT
⊙	FIRE HYDRANT
⊙	GAS VALVE
⊞	GRATE INLET
⊞	GREASE TRAP
⊞	HANDICAP PARKING SPACE
⊙	IRON PIPE (FOUND)
⊙	IRON ROD (FOUND)
⊙	IRON ROD (SET)
⊙	IRRIGATION CONTROL VALVE
⊙	LIGHT POLE
⊙	NAIL AND DISK (SET)
⊙	NAIL & DISK (FOUND)
⊙	PARKING SPACES
⊙	PILING/TIE POLE
⊙	RECLAIMED WATER METER
⊙	RECLAIMED WATER VALVE
⊙	SANITARY MANHOLE
⊙	SANITARY SEWER CLEANOUT
⊙	SIGN
⊙	STORM SEWER MANHOLE
⊙	TRANSFORMER
⊙	WATER METER
⊙	WATER VALVE
⊙	X-CUT (FOUND)

△	ADDED OYSTER BAR AND STAGE	5/27/2025	TBM
REV.#	DESCRIPTION	DATE	BY

TRANSYSTEMS

565 SOUTH HERCULES AVENUE, CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM
LICENSED BUSINESS NUMBER 8103

BOUNDARY SURVEY
2001 PASS-A-GRIFFE WAY
ST. PETE BEACH

CITY OF ST. PETE BEACH

FLORIDA

PREPARED FOR:

JAMES MILLER
3901 43RD STREET SOUTH
ST. PETERSBURG, FL 33711



FREDERICK S. BACHMANN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, PLS 5174

WORK ORDER NO. SE22.191.00

FIELD DATE: 5/14/2025

DRAWN: TBM

SCALE: 1" = 20'

SHEET NO. 1 OF 1

Brandon Berry

From: Michael Kan <mkan123@hotmail.com>
Sent: Tuesday, June 3, 2025 6:04 PM
To: Brandon Berry
Cc: Joe Moholland; Mark Ciccarelli; Neal Phillips; Steven Rivera; Code Enforcement; Peyt Dewar; Parking
Subject: Re: Procedures for public comments

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

Dear Mr. Berry:

I think you should be careful of interpreting futility and hopelessness as approval. Your statement that there have only been a few complaints in the past year and a half regarding the Wharf's front-deck music is not a fair characterization. This conclusion is no more valid than a coroner at the morgue congratulating himself on a job well done since there were no complaints from the corpses. Our spirit has been killed as there is little enforcement.

Personally, I do not have that much time for lodging complaints. In the past few months, I have 6 permitted projects going on in the "busiest 200 feet of alleyway" in the city if not the state. It ranges from total demolition to tear out to addition to new build. I do not have time to complain about every violation, but non-action should not be interpreted as acceptance or approval.

Based on your logic, I accept and approve of having my driveway egresses block. If dirty looks could kill, I would be dead by now from my requests of workers to move their vehicles to allow me at least one of the 5 egresses from my home. I still must wait 15 minutes for the workers to comply. My wife and I have incurred the 3 flat tires in the past month due to the debris in the alley. Unfortunately, this takes away from my time allotted for complaining.

Now comes Wharf's CUP request for the same issues as RWB. Based upon your complaint barometer, the residents on this side of the channel are different from the Vina Del Mar residents. This is simply not true as we have the same issues and concerns. The Wharf has their music on the front deck amplified outward. The diners inside are not able to hear the music. It is strictly an advertising ploy. If diners preferred blaring music, restaurants would put speakers on every table and the bands indoors. Red, White & Booze (RWB) and the Wharf are winning the battle through attrition.

A city's enforcement should not be so tone deaf that it takes a march on City Hall (last Fall's permitting) or a Vina Del Mar uprising against RWB amplified music (the year before and now in litigation) before City measures are taken. Many of my neighbors work and cannot attend. However, this is an opportunity for the City to take a stand for its residents.

There needs to be controlling or governing devices on the amplification. Any complaint by a resident should cease music for the week. We live here too, and their rights should not trump our rights.

Michael E. Kan

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Monday, June 2, 2025 11:34 AM
To: mkan123@hotmail.com <mkan123@hotmail.com>
Subject: Re: Procedures for public comments

Mike,

It was nice to speak to you earlier.

The City Commission's procedures for allocating time to another speaker requires at least three individuals to be present to allocate that time to one individual as an organization, which provides for up to ten minutes. You can see that on page six of [Resolution 2022-13](#).

If your neighbors cannot attend they are more than welcome to send letters regarding the request. Any timely received will be provided to the City Commission for consideration.

Moving forward, with this request or any other, please feel free to make a complaint if you find the City's noise ordinance may be violated. We have received three complaints related to the music since 2023, but none were substantiated.

Sincerely,



Brandon Berry

Senior Planner

City of St. Pete Beach

📞 727-363-9229

✉ bberry@stpetebeach.org

🌐 www.stpetebeach.org

📍 155 Corey Avenue, St. Pete Beach FL 33706



The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

All government correspondence is subject to the public records laws.

Julie Haura

2072 W Vina Del Mar Blvd
St. Pete Beach, FL 33706
Julie.Haura@gmail.com
813.489.9741

Date: June 4, 2025

City of St. Pete Beach

Community Development Department – Planning Division
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Public Hearing – Conditional Use Permit Request for The Wharf Restaurant (2001 Pass A Grille Way)

Dear Planning Division,

I am writing in response to the Notice of Public Hearing regarding the conditional use permit requested by the legal representatives of The Wharf restaurant, located at 2001 Pass A Grille Way. As a nearby resident living less than 500 feet from the establishment, I appreciate the opportunity to provide public comment.

I want to express that I fully support our local businesses and enjoy live music myself. I understand the value that vibrant dining and entertainment venues bring to our community, including The Wharf. However, I am concerned about the potential for noise disturbances from live outdoor music performances, especially given the close proximity to our residential neighborhood.

Specifically, I would like to know what the allowable decibel levels will be for this proposed use and, more importantly, how they will be monitored and enforced. When the wind blows in my direction, sound from that location carries easily and clearly into my home and backyard, significantly disrupting my peace and ability to enjoy the natural sounds of the beach — including the waves, which are one of the reasons we choose to live here.

Additionally, The Wharf is located adjacent to another establishment, Red White & Booze (RWB), which also hosts live outdoor music. The noise from RWB was previously very disruptive to the neighborhood until many of us voiced our concerns. Things have improved somewhat since then, and I worry that granting a new permit to The Wharf without clear and enforceable limitations could trigger a competitive escalation in volume between the two venues. This would negatively impact the quality of life for residents in the area.

Each performing artist has their own equipment, and without strict guidelines and oversight, it's possible they may exceed acceptable sound levels. I respectfully request that if this conditional use permit is approved, it includes clearly defined decibel limits that are appropriate for a

residential-adjacent zone, along with a plan for ongoing enforcement and consequences for violations.

Thank you for considering the needs of our residential community while supporting local businesses. I appreciate your efforts to maintain a balance between entertainment and livability in St. Pete Beach.

Sincerely,
Julie Haura

Brandon Berry

From: Kenneth Hysell <rjhysell2032@gmail.com>
Sent: Wednesday, June 4, 2025 4:30 PM
To: Brandon Berry
Subject: Re: Wharf CUP

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

Brandon,

I've heard from a few neighbors that you've mentioned to them that the Wharf has only had a few complaints concerning their live music. Although, this statement might be factual, I think I should mention that we have had to text and/or call the Wharf at least five times over the past year to turn down their live amplified outdoor music. They are always kind and considerate and turn down the music. Therein lies the misleading number you may have passed to one of our neighbors.

As you can see from my personal experience with the Wharf, I honestly think they need some type of lock box just like what was recommended by you for RWB. We, the neighbors, who are being adversely affected by this sometimes loud and raucous live amplified outdoor music shouldn't have to complain to the city and/or call a business to turn it down. You and the city have another perfect opportunity to work with the Wharf and simply moderate the sound that will inevitably be coming from the musicians so that we all can live in peace.

Thanks, and looking forward to reading your staff report.

Ken

On Tue, Jun 3, 2025 at 1:16 PM Kenneth Hysell <rjhysell2032@gmail.com> wrote:
Yes, please send it to me. Thanks!

On Tue, Jun 3, 2025 at 12:43 PM Brandon Berry <bberry@stpetebeach.org> wrote:
Hi Ken. Yes, I can send it to you. Are you referring to the staff report? It should be published by Thursday.

Get [Outlook for iOS](#)

From: Kenneth Hysell <rjhysell2032@gmail.com>
Sent: Tuesday, June 3, 2025 10:24:15 AM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Wharf CUP

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

Good Morning Brandon,

Will the Wharf CUP be available prior to the city commission meeting next week? If so, could you email me a copy?

Thanks,

Ken

The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

All government correspondence is subject to the public records laws.

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

Agenda Report

Agenda Title Name: Resolution 2025-14 (Conditional Use Permit 25058): Request for outdoor music in a dining and drinking area at La Dolce Vita Trattoria Restaurant (7141 Gulf Boulevard)

Action Request: Motion Options: Motion to [approve/approve with modifications/deny/continue to date certain of [specify date]] Resolution 2025-14.

Strategic Objective: N/A

Date: June 10, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: Applicant requests a Conditional Use Permit to provide outdoor music in an existing outdoor seating area from 12:30 through 9:30 PM Sunday through Thursday, and 12:30 through 10:30 PM Friday through Saturday, weekly, with live acoustic music played occasionally during the specified hours between Friday and Sunday.

Funding: N/A

Attachments:

1. Resolution 2025-14
2. Staff Report
3. Staff Presentation
4. Site Plan
5. Survey
6. Application (Original)
7. Amended Response (Received after TRC)
8. Agent Authorization

RESOLUTION 2025-14

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CONDITIONAL USE PERMIT FOR THE PLAYING OF OUTDOOR MUSIC IN AN OUTDOOR DINING AND DRINKING AREA AT PARCEL NUMBER 36-31-15-77994-042-0040 WITH ADDRESS OF 7141 GULF BLVD PURSUANT TO LAND DEVELOPMENT CODE SECTION 33.4.(g); INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, Section 4.7 of the City of St. Pete Beach's Land Development Code requires the City Commission to adopt conditional use permits by resolution.

WHEREAS, Section 33.4.(g) of the City of St. Pete Beach's Land Development Code requires a conditional use permit to operate outdoor music of any kind within an outdoor dining and drinking area.

WHEREAS, Mirco Spotti for GREEK BEACH LLC has made complete an application requesting to play live and recorded music from 12:30 PM through 9:30 PM Sunday through Thursday, and 12:30 PM through 10:30 PM Friday through Saturday, within an existing outdoor seating area at 7141 Gulf Boulevard.

WHEREAS, this case was reviewed by Technical Review Committee on May 2, 2025, where comments were shared pertaining to noise control, the range of hours requested, differentiation between live and recorded music, and noise barriers.

WHEREAS, conditions in this Resolution limit the hours permitted for this use compared with the hours requested, as specified in conditions.

WHEREAS, "applicant" or "owner" as used herein shall include successors, assigns, and legal representatives.

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

WHEREAS, the City Commission has the authority to approve none, some, or all of the requested conditional uses.

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

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

SECTION 2. The City Commission hereby approves the requested conditional use permit application number #25058, incorporated herein by reference, and with the list of conditions enumerated in Exhibit “A” incorporated herein.

SECTION 3. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2025.

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

Adrian Petrila, Mayor

ATTEST:

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT “A”
Conditions

- (1) As specifically requested by the Applicant, outdoor recorded music may be played in the designated seating area shown on the site plan during the following days and hours on a weekly basis, subject to compliance with all other conditions contained in this approval, except where extension is permitted through a City-authorized special event permit:

12:30 PM through 9:30 PM Sunday through Thursday

12:30 PM through 10:00 PM Friday through Saturday

- (2) As specifically requested by the Applicant, outdoor live, amplified music may be played in the designated seating area in the arrangement shown on the site plan during the following days and hours on a weekly basis, subject to compliance with all other conditions contained in this approval, except where extension is permitted through a City-authorized special event permit:

12:30 PM through 10:00 PM Friday through Saturday

12:30 PM through 9:30 PM Sunday

- (3) As specifically requested by the Applicant, speakers placed to support this request shall not be omnidirectional and all newly-installed and replacement speakers shall be oriented as shown on the plans, or oriented toward Gulf Boulevard. Replacement speakers shall not exceed a sensitivity of 92 dB supplied with one watt measured at one meter, or an equivalent sensitivity and wattage to not exceed 65 decibels (adjusted) at an adjacent property as measured by St. Pete Beach Code Enforcement or the Pinellas County Sheriff's Office. Equipment shall be equipped with a physical sound governor or limited via software to comply with the requirements of this approval or the City's noise ordinance, whichever is more stringent, with the governor only accessible by a manager on duty at time music is being played and whose contact information is made available to St. Pete Beach Code Enforcement. All amplification equipment associated with this request must be permanently-installed and no temporary speakers may be used. Musicians shall be limited to playing on the stage area shown on the site plan.

- (4) For the purpose of determining audibility at receiving residential properties as restricted in LDC Sec. 39.5.(a), the following measurements shall be used when conducting noise readings comparing ambient and source-present noise levels at the property lines of 429 and 452 72nd Avenue:

dBA: Not to exceed 3 dBA between the background and source-present reading using the slow response setting of a sound level meter

dBC: Not to exceed 5 dB above the source-present dBA reading specified above using the slow response setting of a sound level meter

The requirements above are in addition to those regulations found in the City Code of Ordinances and Land Development Code, and shall be superseded by higher standards if and when adopted.

- (5) Upon two noise complaints related to the outdoor music area that are substantiated as violating the City's prevailing noise or nuisance regulations or the regulations contained in this approval, whichever is more stringent, within a one-year period, this use shall be temporarily ceased and automatically returned to the City Commission for reconsideration. Substantiation of a noise complaint shall be made by St. Pete Beach Code Enforcement or the Pinellas County Sheriff's Office following adopted procedures or administrative policies as applicable.
- (6) Bollards, wheel stops, or other vehicular barriers shall be maintained on the east side of the stage adjacent the parking space.

- (7) A copy of Resolution 2025-13 shall be kept on file at the property at all times and supplied to St. Pete Beach Code Enforcement or the Pinellas County Sheriff's Office when requested.
- (8) Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.
- (9) The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.



**PLANNING DIVISION
CONDITIONAL USE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

CASE NO.: 25058 **HEARING DATE:** June 10, 2025

OWNER/APPLICANTS: Mirco Spotti for GREEK BEACH LLC

PREPARED BY: Brandon Berry, Planner

This application is a request for a Conditional Use Permit:

REQUEST:	Mirco Spotti for GREEK BEACH LLC requests a conditional use permit to operate ambient and live music in an existing outdoor dining and drinking area from 12:30 through 9:30 PM Sunday through Thursday, and 12:30 through 10:30 PM Friday through Saturday, weekly (LDC Sec. 33.4.(g)).
LOCATION:	7141 Gulf Blvd; Parcel ID # 36-31-15-77994-042-0040
ACREAGE:	Approximately 0.15 acres (6,600 sq. ft.)
EXISTING LAND USE	CC-2 Commercial Corridor Gulf Blvd District on the Zoning Map and Future Land Use Map
SURROUNDING FUTURE LAND DESIGNATIONS:	North – 72 nd Ave & CC-2 Commercial Corridor Gulf Blvd District South – CC-2 Commercial Corridor Gulf Blvd District East – CC-2 Commercial Corridor Gulf Blvd District West – Gulf Blvd & CC-2 Commercial Corridor Gulf Blvd District
SURROUNDING ZONING MAP DESIGNATIONS:	North – 72 nd Ave & CC-2 Commercial Corridor Gulf Blvd District South – CC-2 Commercial Corridor Gulf Blvd District East – CC-2 Commercial Corridor Gulf Blvd District West – Gulf Blvd & CC-2 Commercial Corridor Gulf Blvd District
SURROUNDING EXISTING USES:	North – 72 nd Ave & Automobile body repair South – Office East – Single-family residence West – Gulf Blvd & multi-tenant retail and office building

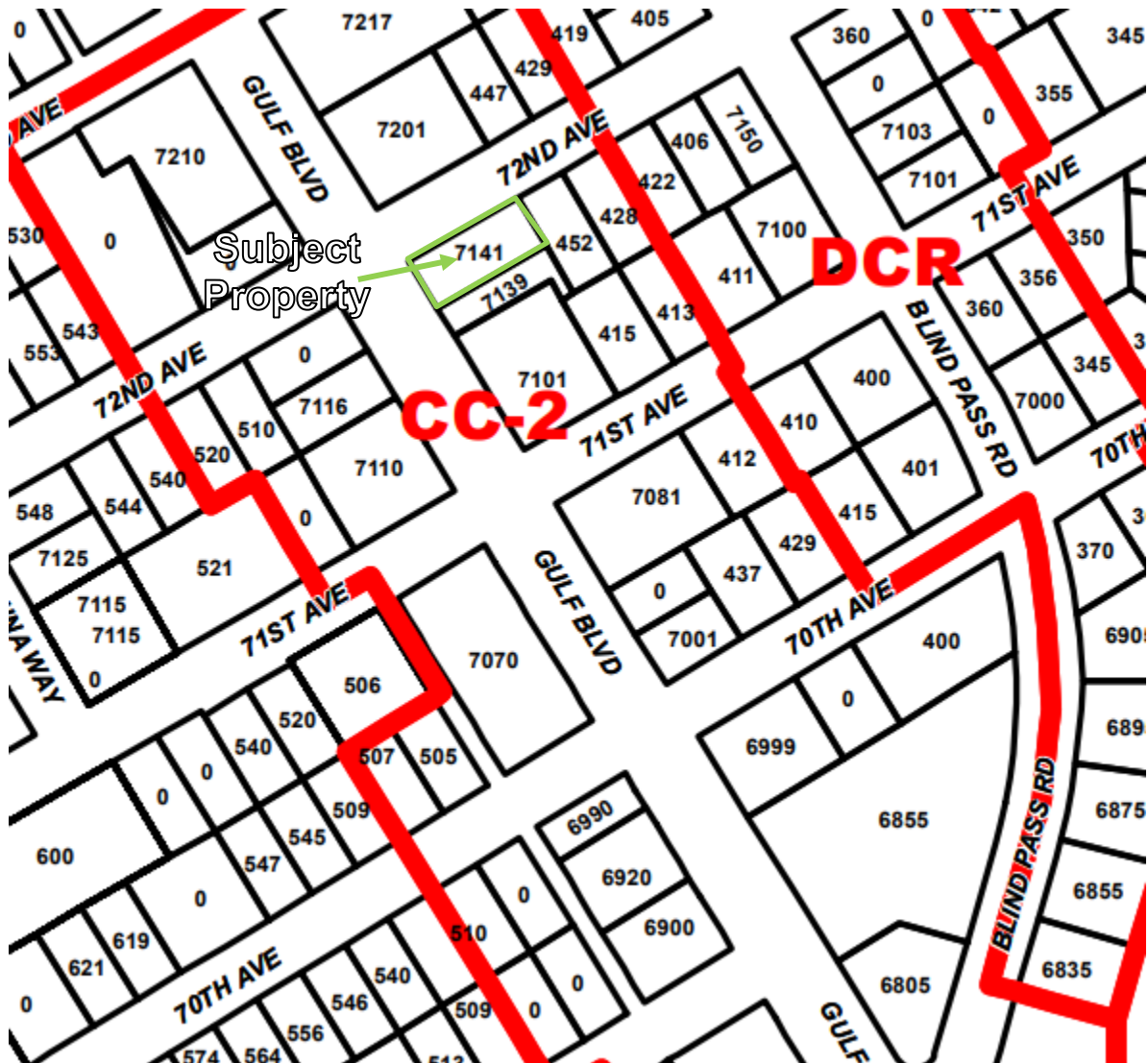
BACKGROUND

The property currently contains an existing restaurant building that remained vacant from 2020 until early 2025. The space, including the outdoor seating area, is currently occupied by La Dolce Vita Trattoria, the business owned by the agent for this case. Both the interior and the outdoor seating area of the property were approved for occupancy through a business tax receipt and alcohol service permit in April 2025. The applicant has separately submitted this application to allow for the playing of outdoor music within the seating area, following discussion with Staff regarding code requirements.

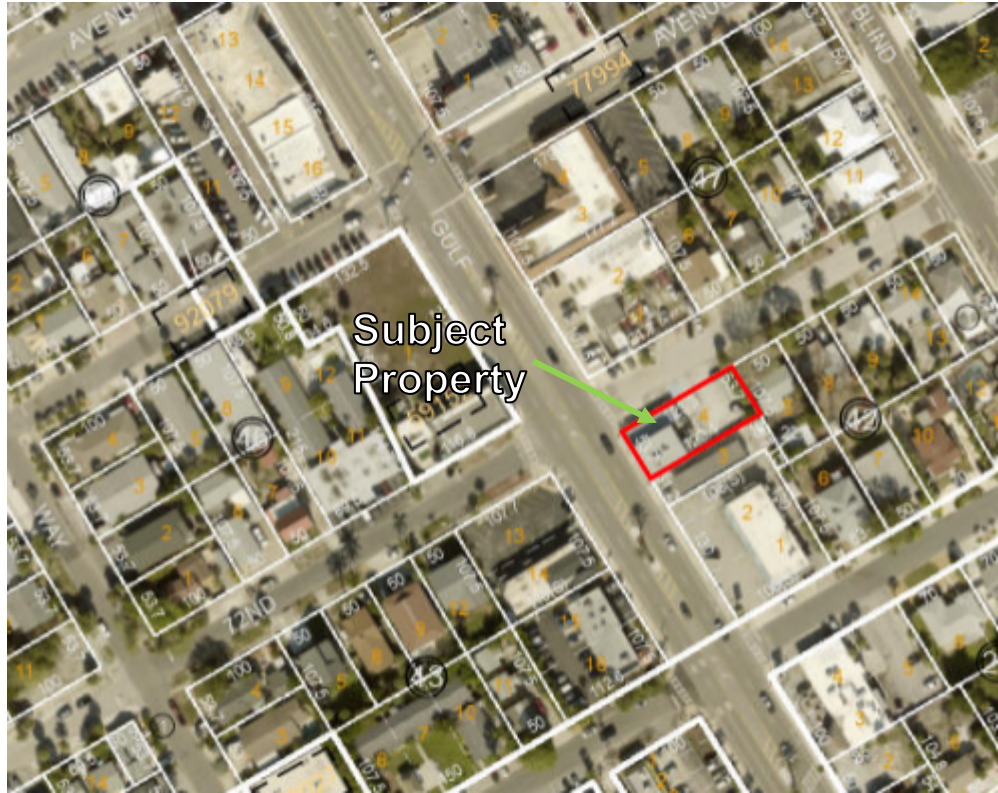
HISTORY OF CODE ENFORCEMENT COMPLAINTS OR VIOLATIONS

The property is not currently the subject of any open code enforcement cases. Two cases, for prohibited signage, were resolved in February and May of 2025. The applicant voluntarily applied for the subject request and has not utilized the space for outdoor music.

ZONING MAP



AERIAL MAP



SITE REQUEST



ANALYSIS

The owner is requesting to allow for ambient and live outdoor music on a stage to the northeastern side of the seating area between the following hours:

12:30 PM through 9:30 PM Sunday through Thursday

12:30 PM through 10:30 PM Friday through Saturday

According to the applicant, the live music will be occasional on weekends, with ambient recorded music played during the week. All equipment is proposed to be permanent, with no visiting musician equipment utilized.

The property is located within the CC-2 Commercial Corridor Gulf Blvd zoning district, which allows for a mix of moderate to high-intensity commercial uses, and shares that zoning with the properties adjacent to it on all four sides. This district promotes what has been to this point largely unrealized property consolidation, providing bonuses to development intensity and allowing multifamily mixed-use developments for properties that are assembled to be at least half an acre in size.

The property to the north, an auto body repair business, and east, a single-family home, are legal nonconforming uses. Despite this, the Land Development Code does provide special protections and considerations for any property zoned for or developed with a single-family home, for the purpose of protecting the property from commercial activities that could be declared a nuisance. This is heightened in the Gulf Boulevard Redevelopment District where the subject request is being made, where amplified music cannot be audible to neighboring residences.

TRC Comments

This request was reviewed by staff at Technical Review Committee on May 2, 2025, where comments were shared pertaining to noise control, the range of hours requested, differentiation between live and recorded music, and noise barriers. The applicant and agent were not present but responded to staff comments following the meeting, which are included as attachments.

Land Development Code Sec. 4.4 – Standards for review.

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 1:

Ensure that the residential character of the City is maintained and protected while:

- a. Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike;
- b. Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation; and
- c. Maintaining the community's recreational resources, open spaces, and beaches.

Goals, Objectives and Policies for the Downtown Redevelopment District

GOAL 1

The Downtown commercial core of the District shall be a community gathering place that attracts people to the area with living, working, shopping, entertainment, and recreational opportunities.

Objective 1.8

The City shall recognize the unique features of Downtown neighborhoods and shall continue to expand neighborhood retail, business, and recreation services.

Staff finds that conditions are required to ensure that the request is not contrary to the following objective and policies:

FUTURE LAND USE ELEMENT:

GOAL 1

Objective 1.1

The integrity and quality of life throughout the City, including existing residential neighborhoods, as well as core commercial and resort areas, will be maintained and encouraged to be improved or redeveloped to enhance neighborhood character through the enforcement of the Land Development Code in accordance with the Future Land Use Element and the Countywide Plan.

Policy 1.1.4

Through the enforcement of the Land Development Code, existing residential areas shall be protected from the encroachment of incompatible uses; likewise, other land use areas shall be protected from the encroachment of incompatible residential uses.

Policy 1.1.5

The conservation, maintenance, and rehabilitation of existing residential areas shall be encouraged through provisions maintained in the Land Development Code and other applicable City codes.

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

- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;** *The appearance and function of the area will not change, as no new development is being proposed. This request is proposed to take place within an existing, established outdoor seating area. Staff does find this request will result in a potential intensification from the standpoint of noise, which is addressed in other comments.*
- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;** *No new structures are being proposed for this use, and the use itself is ancillary to the existing outdoor dining area. Staff does not find this criteria to be relevant to the subject request.*
- c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.** *Staff has concerns regarding the impact of this use on adjacent residential property if not operated in accordance with recommended conditions. Staff does not anticipate meaningful impact to the commercial uses in direct vicinity of this use due to their orientation and function.*
- d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.** *Noise is expected to be the sole impact from this category. The music is proposed to be played in an existing outdoor seating area and is not anticipated to meaningfully impact the intensity of the restaurant use, which is vested to the property. As the stage is small, at an estimated 25 square feet, staff does not anticipate the area will be utilized for large band loadouts increasing traffic or unloading to the site.*

The applicant has agreed to all recommendations made by staff to this point, including orienting directional speakers toward Gulf Boulevard, and placing the stage at the northeastern side of the seating area so musicians face the roadway. They state the equipment will only be accessible by management

and equipped with a sound governor to prevent decibels from exceeding the level set by staff.

The speaker specifications provided by the applicant state they have a sensitivity of 89 dB, which is measured one meter from the equipment at a one watt. Using the idealized inverse square law, which states that doubling the distance drops sound intensity by 6 dB, it is expected that the speaker oriented toward Gulf Boulevard played at maximum volume would measure approximately 64 dB at the sidewalk along Gulf Boulevard, or 56 dB at the property line of 7116 Gulf Boulevard¹. This does not take into account reflective surfaces, which makes estimating the impact of the speakers oriented toward the building difficult, or background noise, as cars passing along Gulf Boulevard are likely to be momentarily louder than the speaker played at maximum volume.

To contend with this, the applicant has agreed to test the sound to ensure that the music remains inaudible at neighboring property lines, which staff has historically interpreted as a less than three decibel difference in readings between a calibrated A weighted measurement with the noise source present and with it turned off, measured from the nearest property line.

- (3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; This is not generally applicable. This restaurant exists and outdoor seating is a permitted accessory use. Staff does request that bollards be maintained on the eastern side of the seating area to protect the seating area from vehicles parking in the adjacent parking spot.**
- (4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; This is not applicable. The stage is not sized for a large band and there is not expected to be need for a large loadout area to accommodate the musicians and their equipment.**
- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made; Staff has recommended the conditions agreed to by the applicant. Staff recommends the music be ceased by 10 PM, to conform with the Citywide residential receiving limitation of 55 dBA. Furthermore, to prevent the future introduction of loud bass, drums or other instruments that are generally not effectively measured using an A**

¹ Georgia State University Hyperphysics (n.d.). *Estimating sound levels with the inverse square law*. Retrieved from <http://www.hyperphysics.phy-astr.gsu.edu/hbase/Acoustic/isprob2.html>.

weighting, without preventing these instruments, Staff is recommending a limit to source-present C weighting compared with a background measurement as well.

- (6) **Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation;** *There are no site improvements proposed for this use and this criteria is not applicable.*
- (7) **Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.** *The request is governed under the city's noise ordinance outside of any additional conditions placed on the request under this scope.*

The following three additional criteria are evaluated when an outdoor dining and drinking area with amplified music is proposed to be established:

- (8) **The product specifications of any permanent speakers, amplifiers and other support equipment to be installed outdoors.** *The applicant has provided the equipment that is proposed to be installed in the seating area.*
- (9) **An explanation of the hours of operation of the outdoor dining and/or drinking area, including any special provisions or intentions for live music.** *Music will be played during the hours specified, with live music limited to weekends, as stated in the application.*
- (10) **A description of how music will be regulated in accordance with the City's noise ordinance as found in Chapter 46, Article IV of the Code of Ordinances.** *Staff has requested the outdoor music be offered only during hours when 65 dBA is the allowable receiving decibel level at any property. While the City is currently reviewing its noise ordinance, setting a lower decibel standard or a dBC standard to measure impulsive bass sounds like drums has not been proposed.*

LDC Sec. 4.12.(a) Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- (1) **Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services;** *This is not applicable to the subject request. The restaurant is currently operating.*

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

This is not generally applicable to the subject request, although staff has asked for bollards to be maintained along the eastern side of the seating area to provide protection from vehicles using the parking space next to the stage.

- (3) **Hydrological features and storm water management infrastructure;**

Not applicable.

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

Not applicable. No new construction is proposed to support this use.

- (5) **Site landscaping, open space provision and impervious surface limitations;**

No new landscaping is proposed to be installed to support this use. A limited landscaping buffer exists along the eastern side of the property to buffer the parking area, which provides some screening of the seating area from adjacent property. This buffer is already required due to the use and staff does not find further conditions to be required in this instance.

- (6) **Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;**

Noise abatement requirements and conditions on operating hours are addressed elsewhere in this report.

- (7) **Fire suppression and facility security;**

Not applicable. The seating area arrangement has been approved by the City's fire marshal.

- (8) **Emergency management and hurricane evacuation provisions.**

Not applicable to this specific use.

Sec. 33.4. Conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

- (g) Outdoor dining and/or drinking areas that provide for **outdoor music**, roof dining and/or drinking areas, subject to Section 6.24 of this Code as may be applicable.

Conditional uses are specifically listed uses that generally would not be allowed by right in all locations but can be allowed if controlled as to number and location if compatible as conditioned with existing surrounding uses. A conditional use must be consistent with the comprehensive plan including the purpose, intent, goals, objectives and policies contained in the comprehensive plan, future land use category and if it meets the standards and criteria for approval of conditional uses in the zoning district. A conditional use can be denied and does not have to be approved. A conditional use can also be approved in some circumstances and certain locations through conditions specifically tailored and intended to ensure the conditional use is compatible with surrounding uses. Specific conditions of approval should be specially-designed to remove, minimize or adequately mitigate adverse impacts that are not compatible with surrounding uses under the circumstances at the specified, proposed location.

Land Development Code section 4.1 provides that conditional uses can be approved if the concerns are minimal, approved with conditions to mitigate the impacts and concerns, or denied if the concerns are not minimal and cannot be otherwise mitigated.

“Sec. 4.1. Review of conditional use permit applications.

- (a) Purpose. Certain uses are conditional rather than uses by right. They are subject to the conditional use regulations because they may, but do not necessarily, have significant adverse effects on the environment, public services, the desired character of an area, or they may create nuisances. A review of these uses is necessary due to the impacts they may have on the surrounding area or neighborhood. **The conditional use review provides an opportunity to allow the use when there are minimal impacts, to allow the use but impose mitigation measures to address identified concerns, or to deny the use if the concerns cannot be resolved.**
- (b) Authority. The city commission may approve applications for conditional uses in accordance with the procedures, standards and limitations of this division.
- (c) Authorized conditional uses. Only those uses which are authorized in each zoning district or those nonconforming uses which are substantially damaged or destroyed, and are permitted to be re-established in accordance with this ordinance may be approved as conditional uses. The designation of a use in a zoning district as a conditional use does not constitute an authorization of such use or an assurance that such use will be approved; rather, each proposed conditional use shall be evaluated by the city commission for compliance with the standards and conditions set forth in this section and for each district. **Wherever a conditional use existing on the effective date of these regulations is terminated or destroyed, subsequent conditional use of the property shall be permitted only in conjunction with the approval process specified herein.** “

Florida Statutes Chapter 163 states “Compatibility” means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that

no use or condition is unduly negatively impacted directly or indirectly by another use or condition (F.S. 163.3164(9)).

BASIS FOR APPROVAL WITH CONDITIONS

To approve the conditional use for outdoor music in this location, the City Commission must find that the proposed conditional use for outdoor music is compatible with surrounding uses if properly conditioned to ensure that the noise levels generated by the proposed conditional use are controlled pursuant to Goal 1 of the Future Land Use Element of the Comprehensive Plan, which supports preservation of the residential character while allowing for maximization of economic benefit from the tourist trade when not adverse to that character. Goal 1 of the Future Land Use Element of the Comprehensive Plan and the current zoning of the property generally supports industries like restaurants. The subject property has been vacant since 2021 and the applicant has begun reoperation of the use. The outdoor music, especially live music during weekends, may create a greater attraction for the business and the commercial area in general. The approval would allow for expansion of the business as promoted through the Downtown Redevelopment District's Objective 1.8.

The City Commission could find that outdoor music subject to the specific conditions specifically tailored for this location as presented by staff would be generally compatible with the surrounding uses and therefore **meets the criteria of LDC Sec. 4.4 including 4.4(a)(2)d. and (a)(5) if conditions are adhered with while playing outdoor music**. Staff has recommended multiple conditions pertaining to limitations on decibel levels, hours of operation, speaker sensitivity, and others intended to ensure the use is compatible with the surrounding uses and consistent with Goal 1 of the Future Land Use Element of the Comprehensive Plan, which promotes primarily the protection of residential character while allowing for maximizing economic benefit where not adverse to that character.

To the extent that the City Commission finds these conditions are sufficient to protect that character, that this request would not produce significant adverse noise impacts to abutting residential (LDC Sec. 4.4.(a)(2)d.), would provide adequate protection for the public health and welfare as conditioned (LDC Sec. 4.4.(a)(5)), and would properly abate noise (LDC Sec. 4.12.(a)(6)), and such requirements would fulfill the requirement of LDC Sec. 39.5(a). The City Commission could find that outdoor music subject to the specific conditions specifically-tailored for this location as presented by staff would be generally compatible with the surrounding uses given that music is directed through speakers which are conditioned to orientation and sensitivity, although the City Commission may wish to further restrict hours if it is found that the daily range is adverse to 4.12.(a)(6). The City Commission based on these conditions could find that the application for outdoor music in this location as conditioned **meets the criteria of LDC Sec. 4.4 including 4.4(a)(2)d. and (a)(5) if conditions are adhered with while playing outdoor music and that the conditional use for outdoor music in the this location should be approved**.

BASIS FOR DENIAL

The CC-2 District promotes, but does not require, that for commercial uses, the consolidation of property should provide adequate buffers from detached residential uses located further east along the avenues, with focus on protection of residential character (LDC Sec. 33.1., Future Land Use Element Policies 1.1.4. & 1.1.5.). Should the Commission not find that staff conditions are adequate, and that specific conditions to mitigation incompatibility are not adequate or able to protect that residential character from outdoor music, as incompatible with neighboring uses and residential uses, then outdoor music should be denied to prevent impacts to the public health and welfare.

With regard to the generation of noise by the proposed conditional use, the City is limited by first amendment concerns and conditions should be content neutral. Conditions that are content-based would include conditions based on the type of musical instrument or style/genre of music might be considered content-based rather than content-neutral, noise-level based limitations. Although the musician area is very small, and is unlikely to support more than two musicians, with only one currently utilizing the area, per the applicant's narrative. However, even one musician can play or sing loudly at times and can play loudly even if the music is not amplified electronically. Music can be played inside the restaurant without a conditional use permit, as long as it remains within the establishment's interior.

While limitations on location, orientation and sensitivity of speakers, hours, and decibels can be imposed, the City cannot limit the types of musical instruments or the type/genre of music being played. The applicant has stated they plan to play only amplified acoustic guitar music, but this could be a content based restriction that could implicate the first amendment content neutral requirements for free speech and conditional use approval runs with the land, therefore a future businessowner may choose to utilize other instruments such as drum sets that are amplified or not amplified without use of the speakers. Staff has introduced a condition limiting dBC, in lieu of any similar standard within the existing Land Development Code, which is more sensitive than dBA to picking up low bass tones. However, to the extent that the City Commission has concerns about potential live music impact specifically, particularly that which will not tie into the speaker system to be installed, the City Commission may wish to prohibit outdoor music particularly to prevent unmitigable issues from this use that would incompatible with surrounding uses and would not meet conditional use criteria found in Sec. 4.4.(a)(2)d., (a)(5), and 4.12.(a)(6).

To the extent that the City Commission finds the proposed conditional use of outdoor music in this location even with the proposed conditions would be incompatible with abutting and nearby uses, particularly residential, then it would be inconsistent with **Future Land Use Policies 1.1.4. & 1.1.5 and Goal 1 of the Future Land Use Element of the Comprehensive Plan** and not in compliance with **LDC 4.4 (a) (1), (2)(c) and (2)(d), and LDC 6.24.(b)(6)a.-c., the proposed conditional use should be denied in this location.**

RECOMMENDED CONDITIONS

Should the City Commission find this request to be consistent with the conditional use permit criteria and Comprehensive Plan, Staff recommends the following conditions to protect the health and welfare of the public, and impose mitigation to address identified concerns.

- (1) As specifically requested by the Applicant, outdoor recorded music may be played in the designated seating area shown on the site plan during the following days and hours on a weekly basis, subject to compliance with all other conditions contained in this approval, except where extension is permitted through a City-authorized special event permit:

12:30 PM through 9:30 PM Sunday through Thursday

12:30 PM through 10:00 PM Friday through Saturday

- (2) As specifically requested by the Applicant, outdoor live, amplified music may be played in the designated seating area in the arrangement shown on the site plan during the following days and hours on a weekly basis, subject to compliance with all other conditions contained in this approval, except where extension is permitted through a City-authorized special event permit:

12:30 PM through 10:00 PM Friday through Saturday

12:30 PM through 9:30 PM Sunday

- (3) As specifically requested by the Applicant, speakers placed to support this request shall not be omnidirectional and all newly-installed and replacement speakers shall be oriented as shown on the plans, or oriented toward Gulf Boulevard. Replacement speakers shall not exceed a sensitivity of 92 dB supplied with one watt measured at one meter, or an equivalent sensitivity and wattage to not exceed 65 decibels (adjusted) at an adjacent property as measured by St. Pete Beach Code Enforcement or the Pinellas County Sheriff's Office. Equipment shall be equipped with a physical sound governor or limited via software to comply with the requirements of this approval or the City's noise ordinance, whichever is more stringent, with the governor only accessible by a manager on duty at time music is being played and whose contact information is made available to St. Pete Beach Code Enforcement. All amplification equipment associated with this request must be permanently-installed and no temporary speakers may be used. Musicians shall be limited to playing on the stage area shown on the site plan.

- (4) For the purpose of determining audibility at receiving residential properties as restricted in LDC Sec. 39.5.(a), the following measurements shall be used when conducting noise readings comparing ambient and source-present noise levels at the property lines of 429 and 452 72nd Avenue:

dBa: Not to exceed 3 dBA between the background and source-present reading using the slow response setting of a sound level meter

dBc: Not to exceed 5 dB above the source-present dBA reading specified above using the slow response setting of a sound level meter

The requirements above are in addition to those regulations found in the City Code of Ordinances and Land Development Code, and shall be superseded by higher standards if and when adopted.

- (5) Upon two noise complaints related to the outdoor music area that are substantiated as violating the City's prevailing noise or nuisance regulations or the regulations contained in this approval, whichever is more stringent, within a one-year period, this use shall be temporarily ceased and automatically returned to the City Commission for reconsideration. Substantiation of a noise complaint shall be made by St. Pete Beach Code Enforcement or the Pinellas County Sheriff's Office following adopted procedures or administrative policies as applicable.
- (6) Bollards, wheel stops, or other vehicular barriers shall be maintained on the east side of the stage adjacent the parking space.

- (7) A copy of Resolution 2025-13 shall be kept on file at the property at all times and supplied to St. Pete Beach Code Enforcement or the Pinellas County Sheriff's Office when requested.
- (8) Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.
- (9) The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.

Conditional Use Permit

Case No. 25058

Property Address: 7141 Pass-A-Grille Way

Agent/Owner: Mirco Spotti for GREEK BEACH LLC

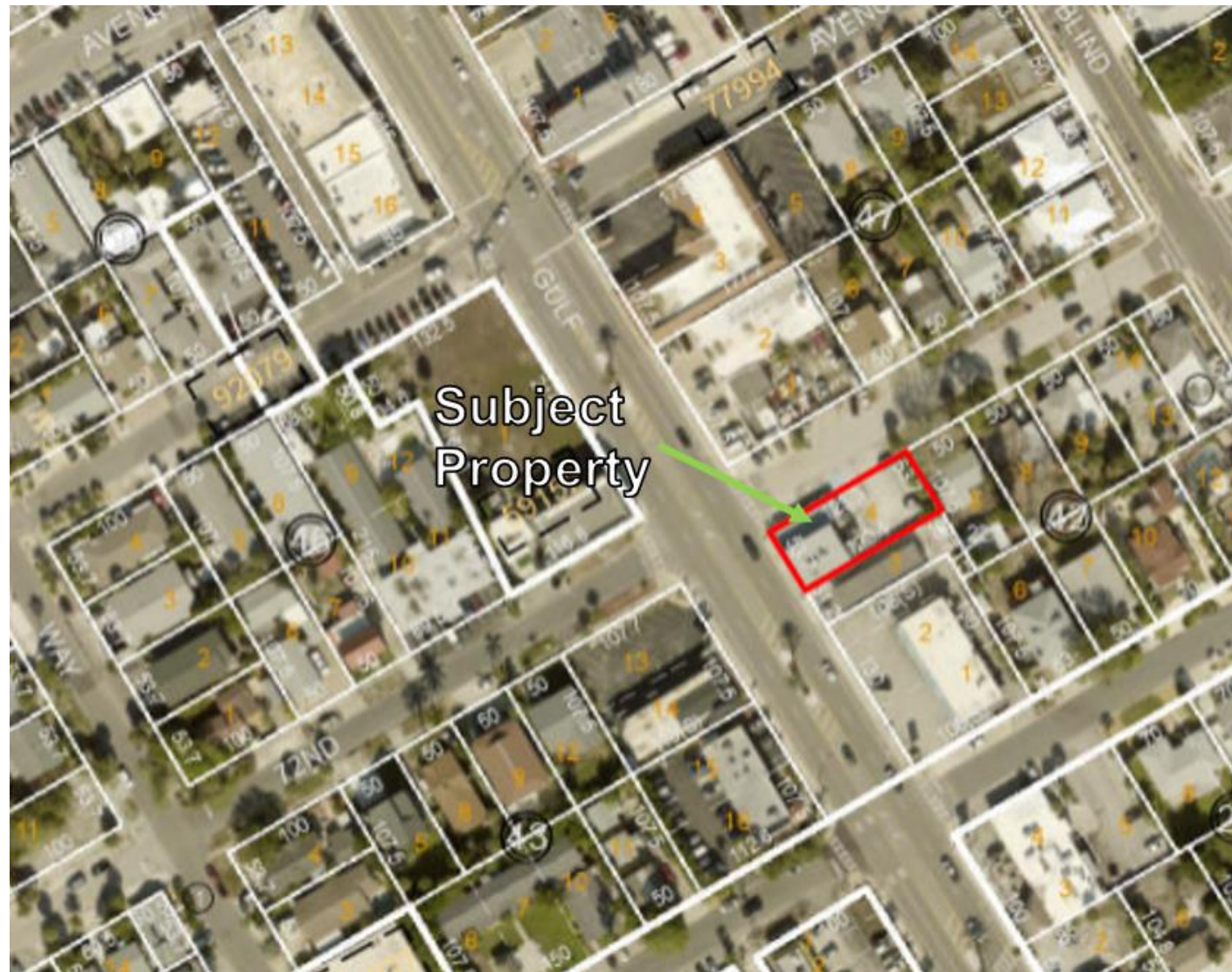
Request: *Conditional Use Permit:* Establishment of live music in an existing outdoor dining and drinking area from 12:30 through 9:30 PM Sunday through Thursday, and 12:30 through 10:30 PM Friday through Saturday, weekly (LDC Sec. 33.4.(g)).



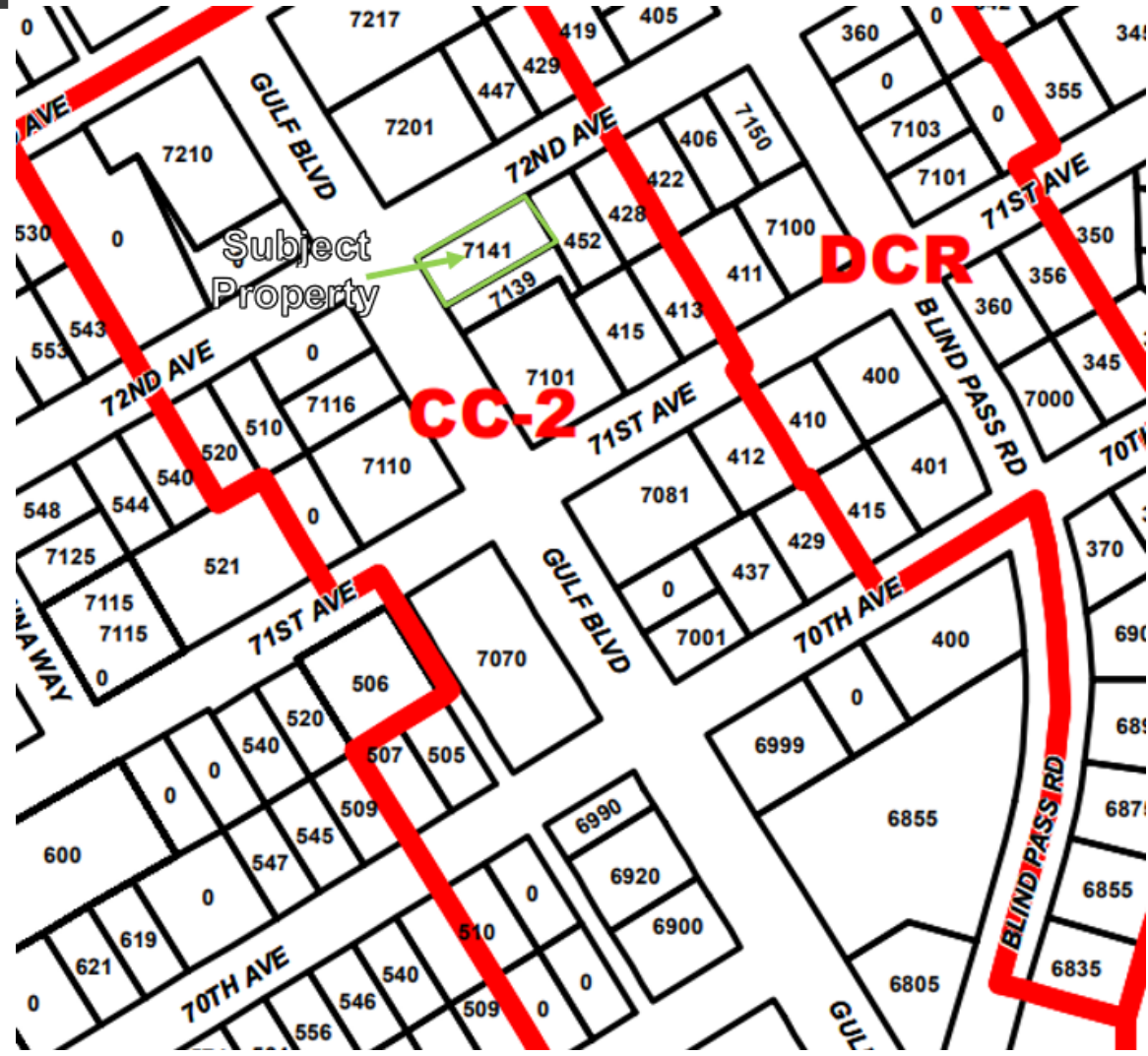
Listing of Exhibits

- Aerial
- Zoning Map
- Survey/Site Plan
- Request Details
- Summary of Findings
- Basis for Approval with Conditions
- Basis for Denial in This Location
- Recommended Staff Conditions
- Action Options

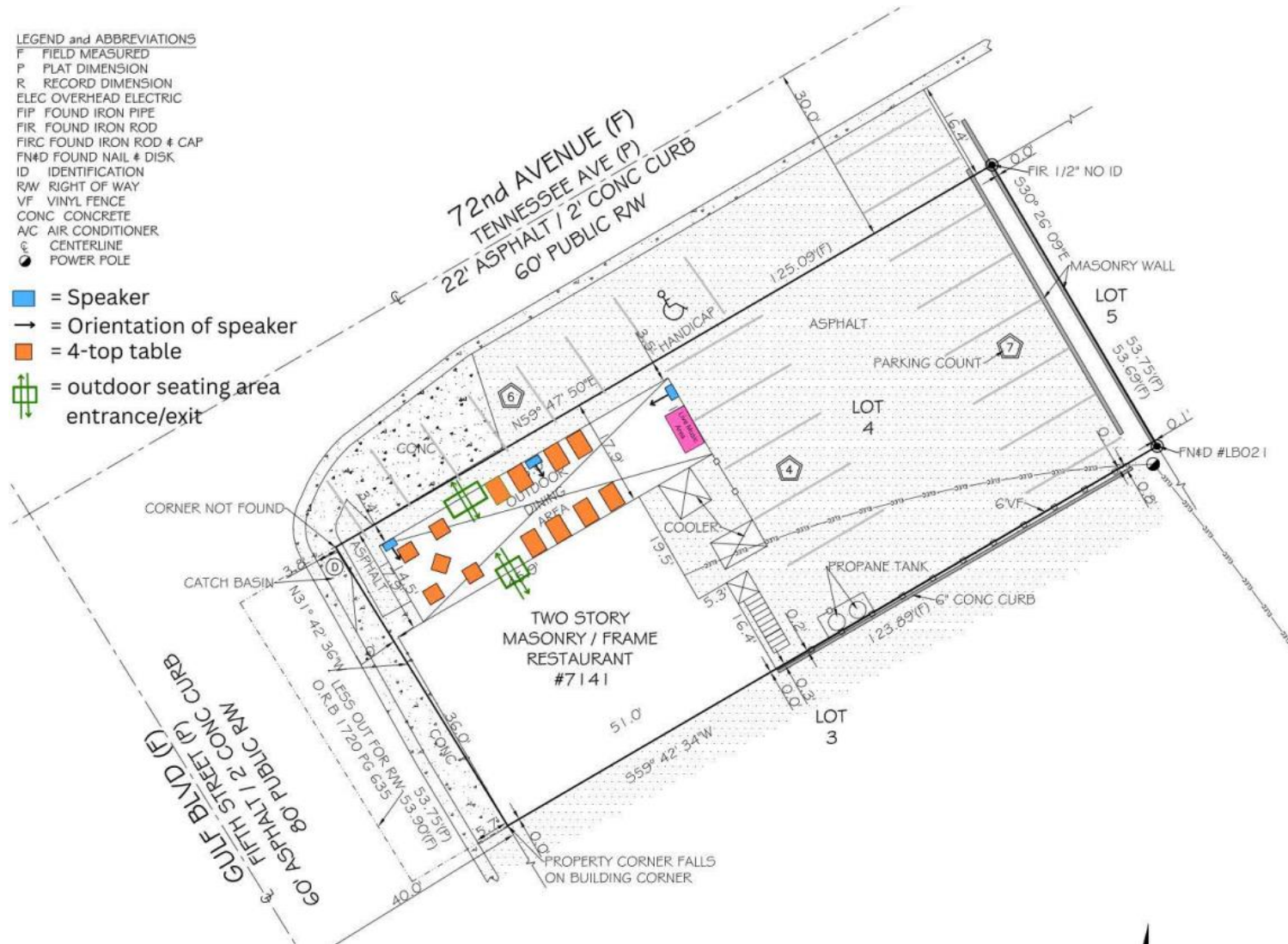
Aerial



Zoning Map



Survey/Site Plan



Request Details

LDC Sec. 33.4.(g): Outdoor music in outdoor eating and drinking areas are subject to conditional use requirements.

- Subject to Sec. 4.4 & 4.12 criteria (SPA1)
- Request for small (~25 sq. ft.) stage area to be used for live and recorded music:
 - Recorded music
 - 12:30-9:30 Sunday-Thursday
 - 12:30-10:30 Friday-Saturday
 - Occasional acoustic live music
 - 12:30-9:30 Sunday
 - 12:30-10:30 Friday and Saturday



Summary

- Property is located in a commercial district but is near properties in use as detached residences.
- Applicant requests ability to play acoustic music.
 - Not a perpetual limitation (runs with land).
 - Speakers are permanent and will be decibel-limited.
- Stage and speakers oriented toward Gulf Boulevard or the restaurant, but property is ~70 feet from residential property.
- Owner has agreed to general Staff conditions on:
 - Automatic volume limiters with management-only access.
 - Sound testing to ensure noise is not audible at surrounding residences.

Basis for Approval with Conditions

- Property has been vacant for several years and applicant has reinvested in the business, with the use appropriate for the category to the extent the music is not adverse to residential character (FLU Goal 1).
- Request constitutes a continuation of a neighborhood-level business use (DRD Objective 1.8).
- If adequate conditions are applied, the use should not be adverse to:
 - LDC Sec. 4.4.(a)(2)d. & 4.4.(a)(5): Owner has agreed to regulate music to not be audible from neighboring residences.
 - LDC Sec. 4.12.(a)(6): Noise would be abated through speaker orientation and electronic means (sound governor).

Basis for Denial in This Location

- Hours for live music specifically, or location generally, could be adverse to protection of residential areas from encroachment of incompatible uses (FLU Policies 1.1.4. & 1.1.5.) if music or other externalities are created.
- While City has introduced a condition regulating dBC (low bass tones), the City cannot regulate content-based restrictions on:
 - Type of music
 - Instruments to be played
- Despite applicant requesting acoustic music only, this restriction would not limit future operators.
- Lack of adequate controls could be adverse to LDC Sec. 4.4.(a)(1) & (2)(c)-(d).

Recommended Conditions

- 1) Outdoor recorded music allowed daily, no later than 10 PM (9:30 weekdays).
- 2) Outdoor live music allowed Friday through Sunday, no later than 10 PM (9:30 Sunday).
- 3) Speakers shall be limited in sensitivity and wattage, equipped with sound governor, and all amplification equipment shall be permanently-installed.
- 4) Decibel limitations shall not exceed 3 dBA above background or 5 dBC above source-present dBA.
- 5) Two substantiated violations shall require this approval to be returned to the Commission for reconsideration.
- 6) Protection for the stage area shall be maintained on east side of seating area.
- 7) A copy of Resolution 2025-14 shall be kept on site at all times.
- 8) Violation of conditions shall allow the City Commission to rescind or modify this approval.
- 9) The City Commission may periodically review this request to determine compliance.

Action Options

“Motion to **[approve / approve with conditions / deny / continue to [specify date]]** Conditional Use Permit Number 25058 for 7141 Gulf Boulevard.”

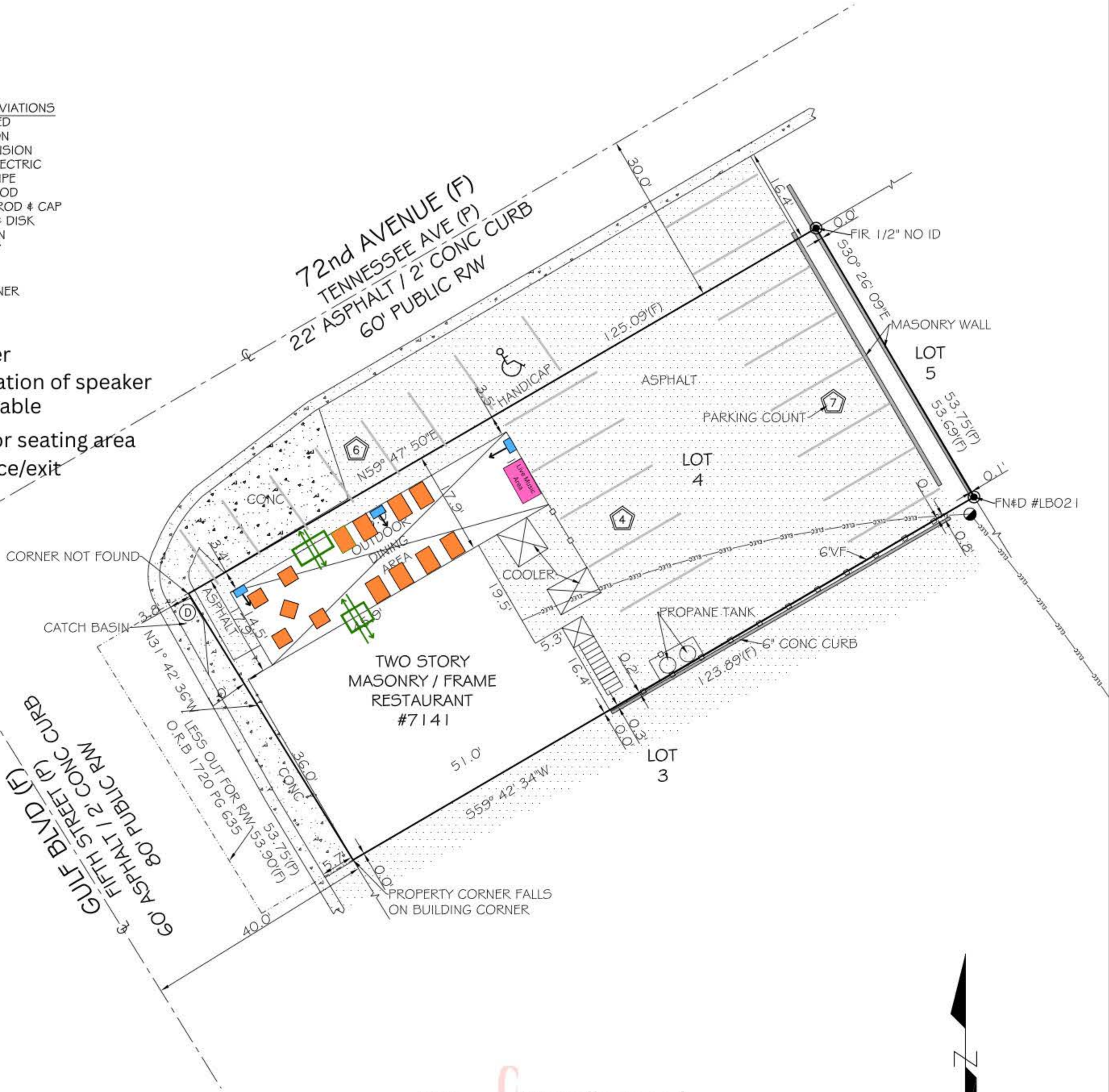
PROPERTY ADDRESS;
7141 GULF BLVD
ST. PETE BEACH FL 33706

SECTION 36 TOWNSHIP 31 S RANGE 15 E
A BOUNDARY SURVEY OF:
BLOCK 42, LOT 4, LESS R/W FOR GULF BLVD ON SW
ST. PETERSBURG BEACH REPLAT
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5
PAGE 28 OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA

LEGEND and ABBREVIATIONS

- F FIELD MEASURED
P PLAT DIMENSION
R RECORD DIMENSION
ELEC OVERHEAD ELECTRIC
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
FIRC FOUND IRON ROD & CAP
FN&D FOUND NAIL & DISK
ID IDENTIFICATION
R/W RIGHT OF WAY
VF VINYL FENCE
CONC CONCRETE
A/C AIR CONDITIONER
CL CENTERLINE
P POWER POLE

-  = Speaker
 = Orientation of speaker
 = 4-top table
 = outdoor seating area entrance/exit



FLOOD PLAIN
PER THE FEDERAL INSURANCE ADMINISTRATION
FLOOD INSURANCE RATE MAP COMMUNITY NUMBER
125149 SUBJECT PROPERTY APPEARS LOCATED IN
ZONE "AE" BASE FLOOD ELEVATION= 10.0 FEET AS
REFERENCED TO THE FIRM (FLOOD INSURANCE RATE
MAP) 12103C0257H EFFECTIVE DATE 08/24/2021

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS
SUBJECT TO ALL EASEMENTS RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD
UNDERGROUND IMPROVEMENTS NOT SHOWN

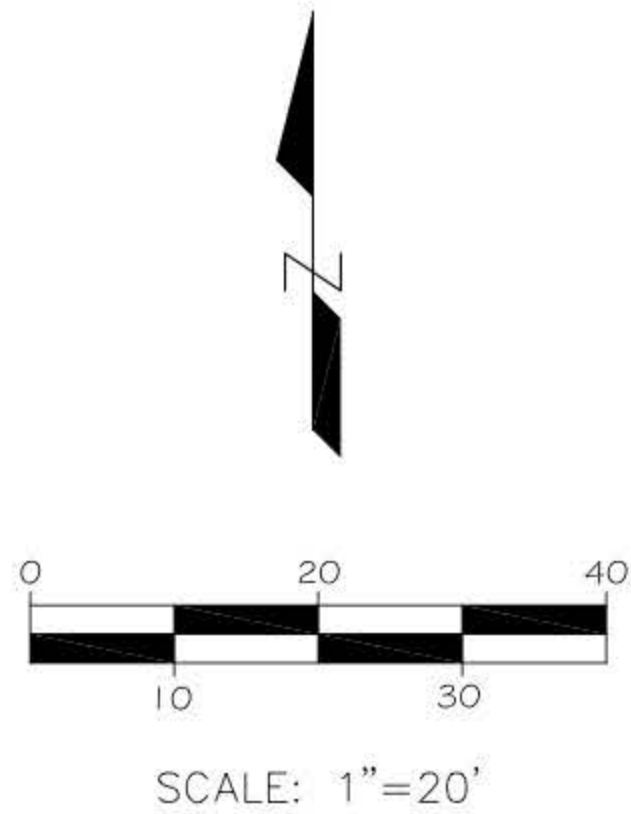
BASIS OF BEARINGS; NAD '83 FLORIDA STATE PLANE COORDINATES, WEST ZONE

IN COMPLETE ACCORDANCE WITH FLORIDA STATUTE 472.025 AND PURSUANT TO THE ELECTRONIC
SIGNATURE ACT OF 1996 OR FLORIDA STATUTE TITLE XXXIX CHAPTER 668 IF THIS DOCUMENT WAS
RECEIVED ELECTRONICALLY VIA PDF THEN IT HAS BEEN LAWFULLY ELECTRONICALLY SIGNED
THEREFORE THIS SURVEY PDF IF AUTHENTIC IS COMPLETELY OFFICIAL AND INSURABLE

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE
REQUIREMENTS OF CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE
PURSUANT TO SECTION 472.027 FLORIDA STATUTES

CHRISTOPHER J. NOYES PSM FLORIDA SURVEYOR REGISTRATION # 6381

Digitally signed
by Christopher
J Noyes
Date:
2025.03.28
10:23:26 -04'00'



CERTIFIED TO:
GREEK BEACH LLC

DRAWN BY:	CN	SURVEY DATE:	3/25/25
CHECKED BY:	RS	DRAWING NO.:	1
JOB NO.:	25-101	SHEET	1 OF 1

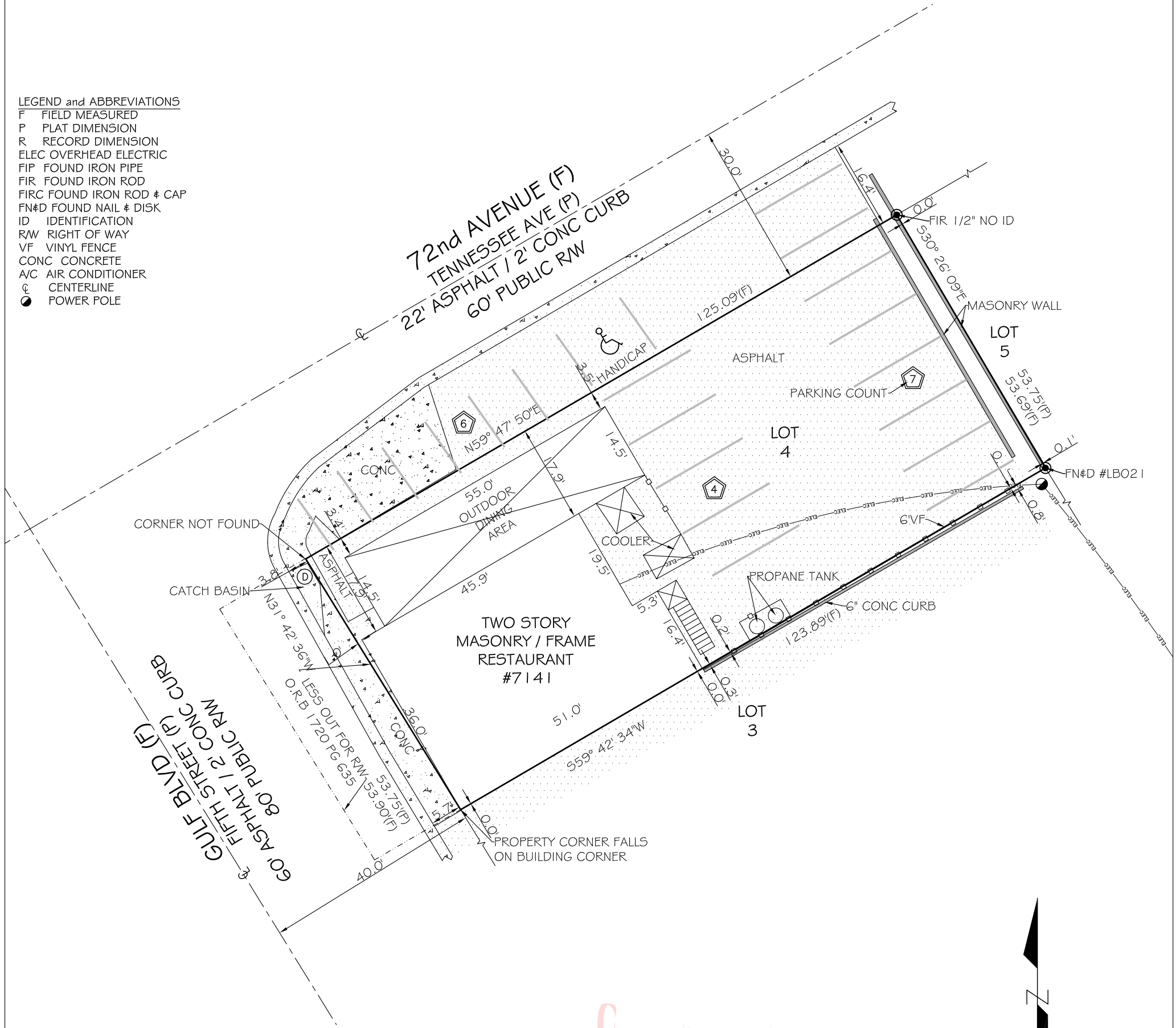
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED
SEAL OR AN ELECTRONIC EQUIVALENT OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

PREPARED BY:
CHRISTOPHER J. NOYES PSM, LLC
LS 6381
7168 65TH STREET NORTH
PINELLAS PARK, FLORIDA 33781
PHONE (727) 545-9777
CHRISPSM6381@GMAIL.COM

PROPERTY ADDRESS;
7141 GULF BLVD
ST. PETE BEACH FL 33706

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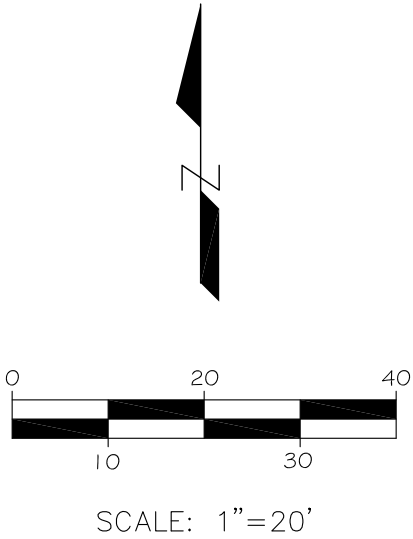
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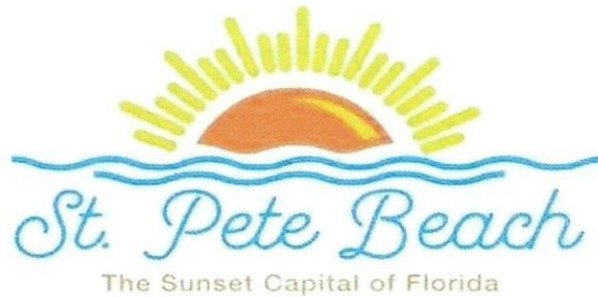
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PHONE (727) 545-9777
CHRISPSM6381@GMAIL.COM



INFORMATION ON THE CONDITIONAL USE

What is a Conditional Use? A conditional use is a use that has operational, physical and other characteristics that may be different from those of the predominant permitted uses in a zoning district, but which is a use that compliments or may otherwise be compatible with the intended overall development within a district, provided the specified standards are met.

How do I apply for a Conditional Use? An applicant for conditional use must submit the following documents to the Community Development Department, based on the type of project proposed.

All Conditional Use Permits

- A complete and signed application. Incomplete applications will not be processed and will be returned. As such, all applicants are **STRONGLY ENCOURAGED** to meet with Community Development staff prior to submission deadlines to discuss plan submissions and the review process. Appointments can be made by calling 727.363.9229.
- A completed and signed agent authorization form if someone else will be representing the property owner at the public hearing.
- An accurate, legible, and appropriately scaled survey of the property including all existing improvements. The survey shall have been performed not more than one (10) years prior to the date of application and not less than two (2) 11"x17" copies of the survey are required for submittal. If improvements have been made to or altered on the property since the survey was performed, a new survey must be performed. Please note that an ALTA/ACSM survey completed within the past year must be submitted with application for a site plan if the conditional use permit request is approved. Applicants may wish to consider having an ALTA/ACSM survey performed at this stage to avoid unnecessary revisions during site plan submittal.
- Two scaled conceptual site plans depicting the request. The site plans can be sized from 8.5"x11" to a maximum of 24"x36" in size. These drawings are necessary to assist staff and the BOA or City Commission in the review of the request. The site plans shall contain a matrix showing the site's preliminary compliance with the zoning district's dimensional and area requirements, which can be found in the Land Development Code (LDC) under the property's zoning district. The matrix shall have a column listing the LDC requirements for setbacks, density (where applicable), intensity/FAR (where applicable), minimum lot area (where applicable) impervious surface ratio, and parking, with an additional column demonstrating how the plan will comply with those standards.
 - When the application involves new building construction, additions or expansions, new placement of parking, a change of use, or other construction that triggers heightened landscaping requirements in LDC Sec. 22.7., 22.8, or 39.10, a preliminary landscaping plan shall be submitted that references the LDC requirement(s) for the affected area(s) of the site and the installation of landscaping to meet such

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requirement(s). The plan may show specific species, caliper and planting height if known, or provide a schedule of landscaping to be installed if the conditional use permit request is approved.

- Cash or check made payable to the City of St. Pete Beach for the amount of the application plus mailing fees. The application fee is \$500. The mailing fee can be calculated for you when you turn in your application, or you can calculate it yourself by searching for your property on the Pinellas County Property Appraiser's office website (www.pcpao.gov), clicking on radius search at the top of the page, typing in 500 feet for the radius, and multiplying the number of properties times the current stamp price plus \$0.20.
- A completed Sign Posting Affidavit.
- Completed and filed lobbyist registration form(s), if relevant. Please submit these forms to the St. Pete Beach City Clerk's Office.
- Staff may request additional information, if necessary.

Applications for New Buildings, Expansions or Additions

In addition to the elements above, the following is required of all conditional use permits involving new building construction, or expansion of an existing building. This list is not comprehensive, and additional requests may be made to assess compatibility of the request with the Comprehensive Plan and Land Development Code.

- Elevations showing all sides of the building, in color, noting the following:
 - o Height from grade to the top of the roof and top of the highest element of the structure, inclusive of elevator shaft overruns, antennae, mechanical equipment, covered rooftops, and similar non-habitable spaces.
 - o Height from Base Flood Elevation to the top of the roof and top of the highest element of the structure.
 - o For properties in the Community Redevelopment District, preliminary notation demonstrating the ability of the new building or addition to comply with the design objectives of LDC Sec. 39.7. and 39.8.
 - o For properties in the Downtown Redevelopment District, preliminary notation demonstrating the ability of the new building or addition to comply with the design objectives of LDC Sec. 39.3, 39.7, and 39.8.
- When the project takes place within the Community Redevelopment District, a site plan shall be submitted noting the following. This can be depicted on the site plan required under the prior section if legible, or as a separate plan.
 - o Streetscape and site design elements of LDC Sec. 39.10., 39.11., and 39.12., as well as LDC Sec 39.15. when the development abuts single-family, two-family, RU-1, or RU-2 zoned properties.
 - o In addition to the preceding, any new buildings or additions within the Downtown Redevelopment District shall note compliance with the relevant elements of LDC Sec. 39.3. and 39.4. (where applicable).
- When the project is estimated to generate 51 or more peak hour trips based on the latest Institute of Transportation Engineers Parking Generation Manual or other professionally-accepted estimates, the applicant shall submit a transportation study methodology and draft transportation management plan (TMP) for review if requested by the City. Projects estimated to generate more than 300 peak hour trips are required to submit a transportation study methodology and TMP for review. Methodologies shall contain a table showing the expected traffic impact at peak hour for the new development.
 - When the new building or addition exceeds 5,000 square feet, at least one rendering shall be provided showing the frontage of the building facing any public thoroughfare, and the rear of any building facing a public waterway or the beach. If the development site cannot be captured in one rendering, additional

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renderings shall be required to depict the new building(s) or addition(s) within the context of the entire development site.

- When the development is in the Community Redevelopment District and proposes a new building or is undergoing major renovation, an explanation of how the development will comply with the requirements of LDC Sec. 39.9.
- When the development is a multi-building project, or one with multiple uses in the same building, a preliminary site layout plan shall be provided identifying the uses provided within each building or portion thereof.
- A preliminary sign permit package, showing any proposed new signage for the property.

Applications for New and Expanded Temporary Lodging Developments

In addition to the elements in the preceding two sections, any new or expanded temporary lodging use shall provide the following. This list is not comprehensive, and additional requests may be made to assess compatibility of the request with the Comprehensive Plan and Land Development Code.

- Demonstration of compliance with the floor area standard of LDC Sec. 6.6.
- For properties in the Community Redevelopment District, demonstration of compliance with LDC Sec. 39.6.
- For large scale redevelopment projects in the Community Redevelopment District, site plan references to required beach walks, mean high water line easements, and any other public easement proffered under the development request.
- For large scale redevelopment projects in the Community Redevelopment District that contain at least one building exceeding 50 feet, a shade study at the equinox and solstices, showing at least one morning, afternoon and evening rendering.
- A to-scale dune installation or maintenance plan, where required.

Can I ask for Variance with my Conditional Use application? It is not uncommon for projects that require conditional use approval to also seek variance approvals. The City Commission is authorized to hear both types of request at the same time. Accordingly, variance requests may be included as part of the Conditional Use request. An additional application form is included in this packet for this purpose.

Who decides if the Conditional Use should be granted? The City Commission is authorized to hear and make final determinations on all conditional use requests. Conditional use applications may also include variance requests as part of a conditional use application. In those cases, the City Commission also makes the final determination.

What is the City Commission and when do they meet? The City Commission is the elected body of officials who have overall responsibility for establishing policies and procedures for the operations of the City of St. Pete Beach. The Commission meetings are normally held two times a month on the second and fourth Tuesday at 6:00pm, in the City Commission Chambers at 155 Corey Avenue (City Hall).

What do I do after my Conditional Use is granted? You will receive a notice from the City immediately following your hearing. This notice is called a Development Order (DO) and it will summarize the results of the hearing including the decision to deny, approve, or approve with conditions. If approved, the owner/applicant will have one (1) year from the date the development order is signed to obtain a building permit for the proposed work. The permit must remain active during the life of the project. If a permit is not obtained within a year or if a permit does not remain active, the conditional use will expire.

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https://stpetebeach-my.sharepoint.com/personal/itd_stpetebeach_org/Documents/Network-Shares/Q-CommunityDevelopment/Admin Docs/Application Forms/Conditional Use/Conditional_Use App 2025.doc 3

What happens if my approved Conditional Use is appealed? Although rare, sometimes a neighbor or other affected party will appeal the Commission decision to the Circuit Court. Any such appeal must be taken within 30-days from the date of the decision. Should this occur, the City is normally removed from the appeal process and has no control over the timeframe or decision of the Court. The one-year timeframe for permit issuance noted above would begin from the Court's final decision date provided the applicant has properly advised the City of said appeal.

What can I do if my Conditional Use is not granted? You may correct your plans to meet current code requirements or you may file an appeal to the Pinellas County Circuit Court with 30-days of the final decision.

How are my application fees used? The application fee is primarily used to cover staff review costs. A conditional use application will typically involve reviews from multiple City agencies and may include County, State, or even Federal reviews depending on the nature of the request. All conditional use applications are required to be properly advertised and require notification to adjacent property owners. The mailing fees are used offset the cost incurred in meeting these requirements including the preparation of a legal ad and mailing costs associated to adjacent property owner notice. The City shall re-advertise a request, at no expense to the applicant, if a scheduled application is not heard due to an error by the City (i.e. lack of a quorum). Otherwise, the applicant will be responsible for any additional costs incurred as a result of his or her own (in)action.

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CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

- h I understand that the City will not accept or process an incomplete application.
- h I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.
- h On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.
- h I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.
- h I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.
- h I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

h
Signature of Applicant

04/11/2025
Date

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https://stpetebeach-my.sharepoint.com/personal/itd_stpetebeach_org/Documents/Network-Shares/Q-CommunityDevelopment/Admin Docs/Application Forms/Conditional Use/Conditional_Use App 2025.doc 5



CONDITIONAL USE APPLICATION

Case Number: _____

PROPERTY OWNER: GREEK BEACH LLC

APPLICANT/AGENT (Attach agent authorization form)

Name: ALEXA ANDONIADES

Name: MIRCO SPOTTI

465 7TH AVE N

Address: 7141 GULF BLVD

Address: _____

City: SAINT PETERSBURG

State: FL

City: ST PETE BEACH

State: FL

Zip: 33701

Telephone: 248 760 5554

Zip: 33706

Telephone: (813) 451-3450

Email: ANDONALEXA@G MAIL.COM

Email: mircoflorida@gmail.com

SUBJECT PROPERTY:

Address: 7141 GULF B LVD, ST PETE BEACH, FL 33706

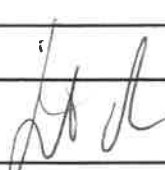
Current Name of Business: LA DOLCE VITA TRATTORIA

Parcel ID: 36-31-15-779 94-042-0040

Name of Project: LA DOLCE VITA TRATTORIA

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

Please see description on next page


Signature of Applicant/Agent

04/11/2025
Date

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https://stpetebeach-my.sharepoint.com/personal/itd_stpetebeach_org/Documents/Network-Shares/Q-CommunityDevelopment/Admin Docs/Application Forms/Conditional Use/Conditional_Use App 2025.doc 6

DETAILS OF THE REQUEST :

This application requests a Conditional Use Permit for music in the outdoor dining area of La Dolce Vita Trattoria located at 7141 Gulf Blvd, St. Pete Beach, FL 33706. The request is made pursuant to the following code sections:

- Sec. 38.4(f) of the City Code: "Eating and drinking establishments with outdoor dining and/or drinking areas that provide for outdoor music, roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable"
- Sec. 6.24(b)(6) regarding requirements for eating and drinking establishments providing outdoor music

The subject property is zoned Activity Center (AC) and the restaurant is an approved use within this zone. Per Sec. 38.4(f), outdoor music in eating and drinking establishments with outdoor dining areas requires conditional use approval.

The proposed background music will include:

- Daily ambient, Italian background music via radio/recorded music
- Occasional live music performances on weekends (acoustic acts)
- Be played at a volume not exceeding 65 decibels as prescribed by City code
- Operate during regular business hours only: Sunday through Thursday from 12:30 PM to 9:30 PM, and Friday and Saturday from 12:30 PM to 10:30 PM
- Be managed by staff to ensure it remains at appropriate levels
- Enhance the dining experience without creating disturbance to neighboring properties

No physical modifications to the property are proposed as part of this request, as the existing outdoor dining area is already established. Both recorded music systems and live performance areas will be arranged to direct sound away from adjacent properties to minimize any potential impact. Please see equipment details on next page.



Click image to open expanded view

STUDIOFINIX 6.5 Inch Indoor Outdoor Speakers Wired Waterproof, Wall Mount Passive Speakers, 800Watt Powerful Bass, for Home Patio Porch Garden Covered Deck (2Pairs, Black)

Visit the STUDIOFINIX Store

4.4 ★★★★★ 58 ratings | Search this page

-15% **\$168²⁹**

List Price: \$198.99

FREE Returns

Exclusive Prime price

Coupon: ☐ Apply \$15 coupon Shop items > | [Terms](#)

Sign in to redeem. **Up to 10% off** with code ZXT8ZRJJ if you qualify Shop items >

Get a \$80 Amazon Gift Card instantly upon approval for the Amazon Store Card. No annual fee.

Color: **Black**



\$168.29
~~\$198.99~~



\$169.09
~~\$189.99~~

Brand	STUDIOFINIX
Speaker Maximum Output Power	800 Watts
Connectivity	USB

6.5 Inch Outdoor Speaker

Superb Waterproof Design

Easy to Connect Speakers

Enjoy the music wherever

Black and White optional

• **ALL WEATHEPROOF (IP44 RATING)**



**TECHNICAL
SPECIFICATIONS**

**POWER
800W**

**SENSITIVITY
89db**

**IMPEDANCE
6 Ohms**

**SOLD AS PAIR
2 Pairs**

**COLOR
White or Black**

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

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

The requested conditional use for daily ambient background music and occasional weekend live music in the outdoor dining area is consistent with the Comprehensive Plan's goals of promoting vibrant commercial districts and enhancing visitor experiences in St. Pete Beach. The proposed music supports the Activity Center zoning district's purpose of creating lively, attractive dining establishments that contribute to the city's tourism economy while maintaining compatibility with surrounding uses. All music will be kept at moderate volume levels (not exceeding 65 decibels) to ensure it remains an amenity for restaurant patrons without impacting neighboring properties.

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

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

The addition of background recorded music and occasional live music will not significantly affect the overall appearance or function of the area. The existing outdoor dining area will remain unchanged physically.

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

There are no designated historic, scenic, archaeological, or cultural resources on the property or adjacent to it that would be affected by the proposed music.

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

The proposed music program will be compatible with adjacent development as it will be maintained at appropriate volume levels (not exceeding 65 decibels) and only during business hours (12:30 PM to 9:30 PM Sunday through Thursday, and 12:30 PM to 10:30 PM Friday and Saturday, never past 11:00 PM). This ensures the music enhances the dining experience while respecting neighboring businesses and residences.

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

The proposed music will not have significant adverse impacts on nearby land. Both recorded and live music will be limited to reasonable daytime and evening hours, kept at moderate volume levels, and confined to the outdoor dining area. No late-night operations are proposed, and the sound system and performance setup will be designed to minimize impacts beyond the dining area.

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

The addition of background and occasional live music to the existing outdoor dining area will not significantly change the transportation demands of the restaurant.

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

The existing off-street parking for the restaurant is sufficient and will not be significantly affected by the addition of music to the outdoor dining area. The conditional use request does not involve any increase in seating capacity or building area that would trigger additional parking requirements. The current parking arrangement will continue to function properly and safely.

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

The public health, safety, and welfare will be preserved with this conditional use permit. All music will be kept at reasonable volume levels (not exceeding 65 decibels) and limited to business hours. Staff will actively monitor and manage both recorded music and live performances to ensure sound remains at appropriate levels. The music will enhance the dining experience for patrons without creating noise pollution or disturbance to the surrounding area. The restaurant will continue to comply with all other applicable city regulations relating to public health and safety.

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

The applicant has the necessary financial and technical capacity to implement the proposed music program. The addition requires only minimal financial investment (approximately \$168) for equipment. The restaurant management has prior experience with these speakers and will monitor to ensure no breaching of volume restrictions.

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

The proposed music program complies with all additional standards in the Land Development Code. Specifically, it meets the requirements of Sec. 38.4(f) for eating and drinking establishments with outdoor dining areas that provide for outdoor music, and Sec. 6.24(b)(6) regarding requirements for outdoor music.

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

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.
2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.
3. Hydrological features and storm water management infrastructure.
4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.
Site landscaping, open space provision and impervious surface limitations.
- 5.

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6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.
7. Fire suppression and facility security.
8. Emergency management and hurricane evacuation provisions.
9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:
 - a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
 - b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

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Technical Review Committee Deadlines

The TRC generally meets the 1st and 3rd Wednesday of each month at 10:00am in the Community Development Department conference room. All conditional use permit applications must be reviewed by the Technical Review Committee.

Meeting Month	Application Deadline	Meeting Date
	30 days prior to meeting date	At 10:00am in the TRC room
Wednesday		
January	12/9/2024	1/8/2025
	12/23/2024	1/22/2025
February	1/6/2025	2/5/2025
	1/20/2025	2/19/2025
March	2/3/2025	3/5/2025
	2/17/2025	3/19/2025
April	3/3/2025	4/2/2025
	3/17/2025	4/16/2025
May	4/7/2025	5/7/2025
	4/21/2025	5/21/2025
June	5/5/2025	6/4/2025
	5/19/2025	6/18/2025
July	6/2/2025	7/2/2025
	6/16/2025	7/16/2025
August	7/7/2025	8/6/2025
	7/21/2025	8/20/2025
September	8/4/2025	9/3/2025
	8/18/2025	9/17/2025
October	9/1/2025	10/1/2025
	9/15/2025	10/15/2025
November	10/6/2025	11/5/2025
	10/20/2025	11/19/2025
December	11/3/2025	12/3/2025
	11/17/2025	12/17/2025

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155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

https://stpetebeach-my.sharepoint.com/personal/itd_stpetebeach_org/Documents/Network-Shares/Q-CommunityDevelopment/Admin Docs/Application Forms/Conditional Use/Conditional_Use App 2025.doc



Owner's Authorization for Agent

I/WE ALEXANDRA ANDONIADES
(print name of property owner)
hereby authorize MIRCO SPOTTI
(print name of agent)
to represent me/us in an application for CONDITIONAL USE
(type of application: variance, conditional use, zoning, etc.)



Signature of Owner

Signature of Owner

ALEXANDRA ANDONIADES

Print Name of Owner

Print Name of Owner

The forgoing instrument was acknowledged before me this 11th day of April 2025, by Alexandra Andoniades who is personally known as identification. or produced



(Notary Signature)

April 11th 2025
(Date)

My Commission Expires August 8, 2027



Timothy Daniel Calandrino
Comm.: HH 420776
Expires: Aug. 8, 2027
Notary Public - State of Florida

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PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, MIRCO SPOTTI, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): MIRCO SPOTTI

Address: 7141 GULF BLVD, ST PETE BEACH, FL 33706

[Signature] 04/11/2025
Signature Date

STATE OF FLORIDA)
PINELLAS COUNTY) SS:

The foregoing instrument was acknowledged before me this 11th day of April 2025 by

Micro Spotti, who appeared before me, and is personally known to me, or has produced [Signature] as identification, and did take an oath.

My commission expires: August 8, 2027



Timothy Daniel Calandrino
Comm.: HH 420776
Expires: Aug. 8, 2027
Notary Public - State of Florida

NOTARY: [Signature]
Print Name: Timothy Daniel Calandrino
Notary Public, State of Florida
(Notarial Seal)

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https://stpetebeach-my.sharepoint.com/personal/itd_stpetebeach_org/Documents/Network-Shares/Q-CommunityDevelopment/Admin Docs/Application Forms/Conditional Use/Conditional_Use App 2025.doc 13

DEAR APPLICANT:

PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN PUBLIC HEARING DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the public hearing. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board or withdrawn. Multiple sign postings cannot be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's representative not later than 24 hours following the final decision by the City Commission, Planning Board, Board of Adjustment, or Historic Preservation Board.

A Notary Public is available in City Hall; 155 Corey Avenue.

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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.

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.

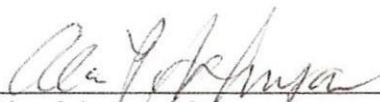
SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

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

SECTION 9. Effective Date. This ordinance shall take effect on September 1, 2022.

FIRST READING: **January 25, 2022**
PUBLISHED: **February 9, 2022**
SECOND READING: **February 22, 2022**
PUBLIC HEARING: **February 22, 2022**

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 22 day of February 2022.



Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Andrew Dickman, City Attorney



MEMORANDUM

To: Mirco Spotti for GREEK BEACH LLC

From: Brandon Berry, Planner
Community Development Department
City of St. Pete Beach - (727) 363-9229

Date: May 2, 2025

Re: **Conditional Use Permit #25058 – 7141 Gulf Blvd (La Dolce Vita Trattoria)**

The applicant C requests a Conditional Use Permit to provide recorded and live (acoustic) outdoor music in the existing outdoor seating area of an eating and drinking establishment from 12:30 to 9:30 PM Sunday through Thursday, and Friday through Saturday from 12:30 to 10:30 PM, weekly (LDC Sec. 33.4.(g))

The City's Technical Review Committee will meet on May 7, 2025 at 10 AM to discuss the following comments regarding the application. Additional comments may be shared at the meeting.

Public Works:

Comments have not been shared, but may be shared at the meeting.

Building:

Comments have not been shared, but may be shared at the meeting.

Code Enforcement:

Comments have not been shared, but may be shared at the meeting.

Recreation:

Comments have not been shared, but may be shared at the meeting.

Fire:

No concerns.

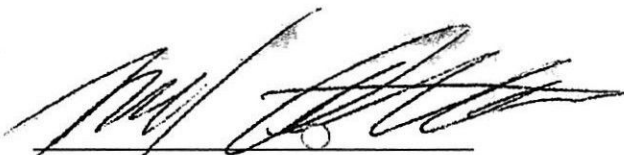
Planning & Zoning/Transportation:

1. The survey and layout provided show the covered outdoor seating area is approximately 800 sq. ft. and contains the main access to the restaurant in addition to a service area. Where would the live musicians be located, on the interior of the building and/or outside of the building? **As indicated by the pink box in the Updated Site Plan, live musicians would be situated towards the northeast end of the outside seating area. Musicians will perform in a designated area that does not obstruct the main entrance, service area, or traffic flow.**
2. The current layout of seating shows a total of 52 seats, is the area large enough to accommodate the proposed seating arrangement, service area and access to the building and possible live music? **Yes, the 800 square foot covered outdoor area is adequately sized to accommodate live music. As indicated on our site plan, we have designated a specific area for live music that is currently unutilized open space. ADA-compliant pathways to the main entrance and emergency egress routes remain unobstructed. The service area is efficiently positioned to allow staff movement without disrupting the dining experience or musical performances.**
3. The plan shows that three exterior speakers are to be installed. How would the sound be regulated and would they be used by both the live and recorded music? **As shown in the Site Plan, the speakers will be oriented to face inward toward the outdoor seating area. This is especially important for the eastern speaker, which will be positioned to ensure no music is projected outward toward the residential homes. Both live and recorded music will utilize the same three-speaker system. By having live music amplified through our speakers rather than using separate amplification, we can properly control the volume and direct the sound away from residential properties through strategic speaker orientation. Sound regulation will be managed through professional equipment with automatic volume limiters that will be preset by a certified technician to ensure compliance with city noise ordinances. The controls will be secured with access restricted to management personnel only.**
4. Directly to the east of the property are single-family residential homes. Are there any measures that could be taken to mitigate the sound traveling across the parking lot? **We have implemented multiple sound mitigation strategies to protect our residential neighbors. As shown in our updated site plan, all speakers are oriented westward toward Gulf Blvd, away from the residential properties to the east. We have conducted sound testing to verify that music remains inaudible at neighboring property lines. Our sound technician will install electronic noise restrictors on all speakers to ensure volume never exceeds acceptable limits.**
5. Speakers shall be oriented to not be audible at abutting residential property lines pursuant to LDC Sec. 39.5.(a). Prior to permanent operation, Staff requests a sound test at the neighboring property line to ensure this requirement is met. Staff also requests that volume controls be limited to a level reasonably inaudible to abutting property, and that such controls be accessible only to management. **OKAY.**
6. Due to the proximity of this development to residential property, Staff will request that all music cease at 10 PM. **OKAY.**



Owner's Authorization for Agent

I/WE Michael Andoniades
(print name of property owner)
hereby authorize Mirco Spotti
(print name of agent)
to represent me/us in an application for Conditional Use
(type of application: variance, conditional use, zoning, etc.)



Signature of Owner
Michael Andoniades

Print Name of Owner

Signature of Owner

Print Name of Owner

The forgoing instrument was acknowledged before me this 17th day of April 2025, by Michael Andoniades who is personally known or produced

as identification.



(Notary Signature)

04/17/25

(Date)

My Commission Expires August 8, 2027



Timothy Daniel Calandrino
Comm.: HH 420776
Expires: Aug. 8, 2027
Notary Public - State of Florida

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

https://stpetebeach-my.sharepoint.com/personal/itd_stpetebeach_org/Documents/Network-Shares/Q-CommunityDevelopment/Admin Docs/Application Forms/Conditional Use/Conditional_Use App 2025.doc 12

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

Agenda Report

Agenda Title Name: Resolution 2025-16: A Resolution Opposing Offshore Drilling

Action Request: Motion to approve Resolution 2025-16.

Strategic Objective: Economic Development and Smart Growth

Date: June 10, 2025

Prepared By: Kathleen Murray

Through: Adam Poirrier, District Chief

Summary of Issue: The Bureau of Ocean Energy Management (BOEM) is currently seeking public input on its upcoming 11th National Outer Continental Shelf Oil and Gas Leasing Program, which could expand offshore oil and gas drilling near our coast. Staff proposes the Commission pass a resolution objecting to such expansion.

Funding: N/A

Attachments: 1. Res 2025-16 Offshore Drilling Resolution Final

RESOLUTION 2025-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, OPPOSING OFFSHORE 011, DRILLING AND EXPLORATION ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach opposes offshore oil drilling and exploration activities; and

WHEREAS, the United States government has expressed an interest in opening the Atlantic Ocean and Eastern Gulf to offshore oil and gas development and exploration; and

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of an oil spill and leakage; and

WHEREAS, expansion of offshore drilling would require significant onshore infrastructure, such as pipelines or refineries, which could harm the character of the coast; and

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and

WHEREAS, it is our belief that despite technological advances in oil rig drilling technology, there is no positive assurance that catastrophic damage to our coastline, beaches, plant and fish life could be avoided during normal operating conditions or that sufficient inspections and controls are in place to maintain the safe operations of such oil drilling platforms and pipelines.

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

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

SECTION 2. The City Commission is hereby opposed to oil and gas development closer than 250 miles to Florida's coasts.

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

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST.
PETE BEACH, FLORIDA THIS _____ DAY OF _____, 2025.**

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

Adrian Petrilă, Mayor

ATTEST:

Renee Rose, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Ralf Brooks, City Attorney

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

Agenda Report

Agenda Title Name: Final reading of Ordinance 2025-12: Amendments to Land Development Code Divisions 16 - CG-2 COMMERCIAL DISTRICT and 33 - CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT

Action Request: Motion to adopt Ordinance 2025-12.

Strategic Objective: Development management

Date: June 10, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: No changes have been made to this ordinance since its first reading. A business impact statement is included as required by statute.

This ordinance is corrective in nature and intended to address development-related interpretation issues encountered by Staff in the wakes of Hurricane Helene and Milton. The ordinance accomplishes two purposes:

- 1) Permits full-service restaurant development and redevelopment in the CG-2 zoning district, which was intended during 2015 amendments but excluded by error.
- 2) Removing conflicting density language from the CC-2 zoning district regulations to reduce ambiguity. Amendments in 2017 removed single-family residences as an allowed use in the CC-2 district, but left ambiguous text in the density and intensity section of the district division.

Funding: N/A

Attachments:

1. Ordinance 2025-12 - Markup
2. Ordinance 2025-12 - Clean
3. Business Impact Statement - Ordinance 2025-12

Ordinance 2025-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA CORRECTING ERRORS IN PRIOR ORDINANCES BY AMENDING THE CITY'S LAND DEVELOPMENT CODE DIVISION 16 CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES TO RECOGNIZE AND ALLOW FULL-SERVICE RESTAURANTS, AND DIVISION 33 CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.7 DENSITY AND INTENSITY TO CLARIFY THAT SINGLE-FAMILY RESIDENCES ARE PROHIBITED; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, Staff, from time to time, finds errors or ambiguous standards in the Land Development Code that are in need of correction.

WHEREAS, as adopted, Ordinance 2015-21 intended to amend the permitted uses section of the CG-2 District regulations to allow for both full-service and limited-service restaurants, but erroneously left out full-service restaurants from the text amendments to that section.

WHEREAS, as adopted, Ordinance 2017-30 successfully removed single-family residential development from the permitted uses section of the CC-2 District in alignment with the Future Land Use regulations, but left in ambiguous references to allowable single-family development in the density and intensity section within the District Division that have led to confusion in interpretation.

WHEREAS, the effects of Hurricanes Helene and Milton have accelerated development and redevelopment interest in most areas of the City, including the CG-2 and CC-2 Districts, and these amendments are important to provide clarity to existing and future residents and businessowners in pursuing such projects.

WHEREAS, the City finds these amendments exceed what is typically classified as a scrivener's error correction.

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 Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code 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.

Adrian Petrila, Mayor

I, Ginny Bodkin, Acting 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 _____, 2025.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT A

LAND DEVELOPMENT CODE

Sec. 16.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CG-2 Commercial District are as follows:

- (a) Commercial kitchen.
- (b) Eating and drinking establishments – Full-service restaurant, limited-service restaurant, or outdoor dining and/or drinking areas that do not provide for outdoor music, subject to Section 6.24 of this Code as may be applicable.
- (c) Financial institutions without drive-through service.
- (d) Offices.
- (e) Printing and copying services.
- (f) Retail sales.
- (g) Services, personal/business.

Sec. 33.7. Density and intensity.

- (a) Existing, legally-nonconforming residences on single residential lots that do not abut Gulf Blvd shall be limited to a density of 7.5 units per acre and regulated pursuant to Sec. 3.10.(c). Minimum lot width is 50 feet. ~~Lots of record that do not meet the minimum density standards may construct one single-family residential unit.~~
- (b) The multi-family residential density of mixed-use developments shall not exceed 12 units per acre, except as may be provided for in section 39.18 of this Code. Residential uses may only be established on lots that are a minimum of one-half acre in area, with commercial or office on the first floor at street level and residential use permitted on the second and third floors only shall not exceed a FAR of 0.90.
- (c) Single use or multi-tenant non-residential uses shall not exceed a FAR of 0.70.
- (d) Both maximum commercial FAR and maximum residential density shall be available based upon the entire site area, and the presence of one shall not limit the density or intensity of the other.

Ordinance 2025-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA CORRECTING ERRORS IN PRIOR ORDINANCES BY AMENDING THE CITY'S LAND DEVELOPMENT CODE DIVISION 16 CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES TO RECOGNIZE AND ALLOW FULL-SERVICE RESTAURANTS, AND DIVISION 33 CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.7 DENSITY AND INTENSITY TO CLARIFY THAT SINGLE-FAMILY RESIDENCES ARE PROHIBITED; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, Staff, from time to time, finds errors or ambiguous standards in the Land Development Code that are in need of correction.

WHEREAS, as adopted, Ordinance 2015-21 intended to amend the permitted uses section of the CG-2 District regulations to allow for both full-service and limited-service restaurants, but erroneously left out full-service restaurants from the text amendments to that section.

WHEREAS, as adopted, Ordinance 2017-30 successfully removed single-family residential development from the permitted uses section of the CC-2 District in alignment with the Future Land Use regulations, but left in ambiguous references to allowable single-family development in the density and intensity section within the District Division that have led to confusion in interpretation.

WHEREAS, the effects of Hurricanes Helene and Milton have accelerated development and redevelopment interest in most areas of the City, including the CG-2 and CC-2 Districts, and these amendments are important to provide clarity to existing and future residents and businessowners in pursuing such projects.

WHEREAS, the City finds these amendments exceed what is typically classified as a scrivener's error correction.

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 Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code 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.

Adrian Petrila, Mayor

I, Ginny Bodkin, Acting 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 _____, 2025.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT A

LAND DEVELOPMENT CODE

Sec. 16.2. Permitted principal uses and structures.

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- (c) Financial institutions without drive-through service.
- (d) Offices.
- (e) Printing and copying services.
- (f) Retail sales.
- (g) Services, personal/business.

Sec. 33.7. Density and intensity.

- (a) Existing, legally-nonconforming residences on single residential lots that do not abut Gulf Blvd shall be limited to a density of 7.5 units per acre and regulated pursuant to Sec. 3.10.(c). Minimum lot width is 50 feet.
- (b) The multi-family residential density of mixed-use developments shall not exceed 12 units per acre, except as may be provided for in section 39.18 of this Code. Residential uses may only be established on lots that are a minimum of one-half acre in area, with commercial or office on the first floor at street level and residential use permitted on the second and third floors only shall not exceed a FAR of 0.90.
- (c) Single use or multi-tenant non-residential uses shall not exceed a FAR of 0.70.
- (d) Both maximum commercial FAR and maximum residential density shall be available based upon the entire site area, and the presence of one shall not limit the density or intensity of the other.

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of St. Pete Beach has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of St. Pete Beach may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA CORRECTING ERRORS IN PRIOR ORDINANCES BY AMENDING THE CITY’S LAND DEVELOPMENT CODE DIVISION 16 CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES TO RECOGNIZE AND ALLOW FULL-SERVICE RESTAURANTS, AND DIVISION 33 CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.7 DENSITY AND INTENSITY TO CLARIFY THAT SINGLE-FAMILY RESIDENCES ARE PROHIBITED; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER’S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or

- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of St. Pete Beach hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This Ordinance is intended to clean up code that was amended in 2015 and 2017, in one case to correct an omission and in the other to remove conflicting language authorizing a use. It serves the public purpose by allowing property owners and potential purchasers of properties in the CG-2 and CC-2 zoning districts to have clarity in the uses they can develop on their properties, avoiding costly investment in preparing plans or arranging development proposals that could face denial without further amendment.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

Staff does not find there to be any direct compliance cost associated with this ordinance. The amendment to the CG-2 District allows for full-service restaurants as an allowable use as was intended in 2015 when the division was amended. The amendment to the CC-2 District clarifies that single-family is not allowed in the CC-2 District, which is consistent with both its zoning use standards and its future land use. Neither removes a right from a property owner.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

There are no new fees proposed in association with this change.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

No regulatory costs are expected to be incurred due to this ordinance.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

There are currently two property owners, one of which contains an active full-service restaurant business, that will benefit from this ordinance providing them an additional option to develop their property.

4. Additional information the governing body determines may be useful (if any):

Not applicable.

Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.

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

Agenda Report

Agenda Title Name: Final reading of Ordinance 2025-13 for an Amendment to FY25 Budget

Action Request: I move to Approve Ordinance 2025-13 Providing for an amendment to the budget for fiscal year 2025 by increasing appropriations for expenditure in the general fund, waste water fund, storm water fund, reclaimed water fund, capital projects fund; providing for codification; conflicts; severability; correction of scrivener's error; construction; publication; and an effective date.

Strategic Objective: Internal Services

Date: June 10, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: The 2025 Budget Amendment is requesting the Commission to approve Ordinance 2025-13, which provides for an amendment to the budget for fiscal year 2025. This amendment includes increasing appropriations for expenditures in the general fund, wastewater fund, stormwater fund, reclaimed water fund, and capital projects fund. It also provides for codification, addressing conflicts, severability, correcting scrivener's errors, construction, publication, and establishing an effective date. Financial impacts to each fund are detailed in the attached Exhibit A.

Funding: See Attachment A.

Attachments:

1. Exhibit A - FY 2025 Budget Amendment #1 Details
2. Ord 2025-13 FY 2025 Budget Amendment

Proposed FY 2025 Budget Amendment #1

Budget Comparison by Fund Fiscal Impact:

	General Budgeted	Building Budgeted	Capital Budgeted	Resiliency Budgeted	Wastewater Budgeted	Reclaimed Budgeted	Stormwater Budgeted	Budgeted Total
Fund balance 9/30/24 unaudited	11,808,939	3,771,466	10,448,508	1,329,492	903,929	113,232	1,624,320	29,999,886
Estimated beginning balance					903,929			903,929
Funding sources:								-
Revenue	32,919,900	1,325,000	11,365,000	650,000	9,455,530	1,658,000	2,570,000	59,943,430
Amendment	11,162,748							11,162,748
Transfers in	4,900,000				3,800,000	400,000	300,000	9,400,000
Repayment from Fund 102	60,815							60,815
Debt proceeds	-							-
Total funding sources (revenues)	49,043,463	1,325,000	11,365,000	650,000	13,255,530	# 2,058,000	2,870,000	80,566,993
Funding uses:								-
Expenditures	27,451,229	1,449,200	9,092,727	652,000	15,311,225	1,746,935	4,642,855	60,346,171
Encumbrance								-
Transfers out	11,821,000							11,821,000
Amendment	12,058,071	679,449	611,217	43,039	626,181	50,000	82,970	14,150,927
Repayment to General Fund	-							-
Total funding uses (expenditures)	51,330,300	2,128,649	9,703,944	695,039	15,937,406	# 1,796,935	4,725,825	86,318,098
To (from) fund balance	(2,286,837)	(1,739,700)	1,661,056	(45,039)	(2,681,876)	# 261,065	(1,855,825)	(6,687,155)
Estimated ending balance	9,522,102	2,031,766	12,109,564	1,284,454	(1,777,947)	# 374,297	(231,505)	23,312,731

Actual Comparison by Fund- Fiscal Impact:

	General YTD	Building YTD	Capital YTD	Resiliency YTD	Wastewater YTD	Reclaimed YTD	Stormwater YTD	Total YTD
Fund balance 9/30/24 unaudited	11,808,939	3,771,466	10,448,508	1,329,492	903,929	113,232	1,624,320	29,999,886
Estimated beginning balance					903,929			903,929
Funding sources:								-
Revenue	25,247,223	388,949	-	-	3,803,808	596,899	1,234,726	31,271,604
Amendment	11,162,748							11,162,748
Transfers in	-							-
Repayment from Fund 102	-							-
Debt proceeds	-							-
Total funding sources (revenues)	36,409,971	388,949	-	-	3,803,808	596,899	1,234,726	42,434,353
								-
Funding uses:								-
Expenditures	18,124,107	303,789	530,322	9,461	2,080,376	260,316	267,075	21,575,445
Encumbrance	7,323,163	4,007	366,311	30,378	6,780,904	560,045	26,344	15,091,153
Transfers out	-							-
Amendment	12,058,071	679,449	611,217	43,039	626,181	50,000	82,970	14,150,927
Repayment to General Fund	-							-
								-
Total funding uses (expenditures)	37,505,341	987,245	1,507,850	82,877	9,487,461	870,361	376,389	50,817,524
								-
To (from) fund balance	(1,095,370)	(987,245)	(1,507,850)	(82,877)	(5,683,653)	(273,462)	858,337	(8,772,120)
								-
Estimated ending balance	10,713,569	2,784,221	8,940,658	1,246,615	(4,779,724)	(160,229)	2,482,657	21,227,766

General Fund, Department, Division Summary of Changes:

Fund/ Department	Increase (Decrease)	Amended Budget	Purpose
General Fund/ Community Development	59,449	371,849	Planning Manager Addition
General Fund/ Information Technology	110,000	160,000	Submitted with FY2025 budget was \$160000 so not sure why that is not reflected here. \$40000 - IT Support/Meeting Support \$20,000 - GIS support Interlocal with TI \$100000 - MSP and Staff Hire IT Specialist \$1600Sig Change unplanned
General Fund/ Information Technology	7,400	412,400	\$700 Adobe Licenses+\$700 O365 licenses+\$6000 MDM 3 year term renewal
General Fund/ Information Technology	55,300	97,100	3.5K Camera + 21K storm recovery computers +2K Supplies+3K door cards+\$600 FS22 printer+\$2600 Comm Center,\$2600 FS23 Printer +20K for New Hires and contractors
General Fund/ Fire	75,000	75,000	2018 Chevy Tahoe assigned to District 23
General Fund/ EMS	302,499	1,706,099	Add three (3) EMS Captain positions to EMS (5801) Personnel Budget
General Fund/ EMS	75,000	150,000	to EMS (5802) Vehicles (5641) budget line for purchase of vehicle assigned to LR23
General Fund/ Nondepartmental	9,404,342	9,404,342	FEMA HURRICANE HELENE
General Fund/ Nondepartmental	1,758,407	1,758,407	FEMA HURRICANE MILTON
General Fund/ Library	38,798	492,098	Library Temporary Employment 2 Part Time / 1 Full Time
General Fund/ Non-departmental	8,400	73,400	Payments to Waste Connections
General Fund/ Facilities	128,603	331,003	RFB - Custodial services (\$200k)
General Fund/ Facilities	2,874	5,874	New vehicles oil changes & equipment (\$2k)
General Fund/ Parks	1,000	4,000	Add for equipment: Equipment rentals for a stump grinder (quarterly) and a trencher for irrigation projects.
General Fund/ Parks	8,000	20,000	Add for interlocal with Treasure Island
General Fund/ Road Streets	(40,000)	20,000	Transfer, not needed, \$20k requested, \$15k in budget book
General Fund/ Road Streets	49,000	60,000	Add for concrete repairs, \$60k requested, \$40k in budget book
General Fund/ Road Streets	14,000	14,000	Add for sign replacement, \$15k in budget book

Wastewater Fund Summary of Changes:

Fund/ Department	Increase/ Decrease	Amended Budget	Department Comment
Wastewater	17,564	37,564	Add to balance
Wastewater			Budget transfer submitted 3/24; SCADA monitoring, FOG software
	10,000	10,000	
Wastewater			Budget transfer submitted 3/24; Add for equipment (pipe camera, crane truck for pumps)
	7,000	10,000	
Wastewater	36,617	56,617	Add to balance + \$5k
Wastewater	180,000	380,000	Add based on prior FY spending

Stormwater Fund Summary of Changes:

Fund/ Department	Increase/ Decrease	Amended Budget	Department Comment
Stormwater	8,000	18,000	Add for NPDES permit consultant
			Halff Associates - 45th Ave
Stormwater	74,970	74,970	Drainage Improvements design

Building Fund Summary of Changes:

Fund/ Department	Increase/ Decrease	Amendment	Department Comment
Building	50,000	125,000	Current workload and account for Large projects coming online prior to FY 26
Building	289,449	1,089,449	A portion of Planning Manager 6 permit tech positions and a request to fill a limited-term Administrative Assistant at the same pay rate
Building	40,000	41,000	Overtime is still needed- transfer from salaries and wages
Building	300,000	350,000	Building Official Contract and Deputy Building Official contract

Ordinance 2025-13

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2025 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, WASTEWATER, RECLAIMED WATER FUND, STORMWATER FUND AND CONSTRUCTION PROJECT FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2025 budget includes revenue and expenditures as adopted by Ordinance 2024-05 on September 23, 2024

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2025 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 adopt an amendment to the Fiscal Year 2025 Budget.

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 2025 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.

Adrian Petrila, 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 _____, 2025.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

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

Agenda Report

Agenda Title Name: Final reading of Ordinance 2025-14 Sunset Library Advisory Committee

Action Request: Motion to approve second and final reading of Ordinance 2025-14.

Strategic Objective:

Date: June 10, 2025

Prepared By: Cathleen Bowley

Through: Frances Robustelli, City Manager

Summary of Issue: At the May 13, 2025 City Commission meeting, Commissioners approved the first reading of Ordinance 2025-14.

Funding:

Attachments: 1. Ord 2025-14 FINAL

Ordinance 2025-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE TO SUNSET AND END ALL DUTIES OF THE LIBRARY ADVISORY COMMITTEE BY DELETING CHAPTER 22 BOARDS, COMMITTEES, COMMISSIONS ARTICLE V. LIBRARY ADVISORY COMMITTEE CODE SECTIONS 22-136 THROUGH 22-144; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that the Library Advisory Committee has successfully concluded its work; and

WHEREAS, the City Commission finds the tasks of the Library Advisory Committee are now being efficiently handled by city staff and volunteers who can continue to participate in support of the library through the not for profit Friends of the Library organization; and

WHEREAS, the City Commission finds these amendments to assist in the efficiency of the city, and the preservation and maintenance the public health, safety, and welfare.

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 Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code 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, word, 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, words, 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.

Adrian Petrila, Mayor

I, Renee Rose, 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 _____, 2025.

City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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.

PART II - CODE OF ORDINANCES
Chapter 22 - BOARDS, COMMITTEES, COMMISSIONS
ARTICLE V. LIBRARY ADVISORY COMMITTEE

EXHIBIT A

PART II - CODE OF ORDINANCES

Chapter 22 - BOARDS, COMMITTEES, COMMISSIONS

~~ARTICLE V. LIBRARY ADVISORY COMMITTEE~~

~~Code Sections 22-136 through 22-144~~

~~ARTICLE V. LIBRARY ADVISORY COMMITTEE~~

~~Sec. 22-136. Created.~~

~~There is hereby created a permanent board to be known as the library advisory committee.~~

~~(Ord. No. 05-13, § 1, 3-22-05)~~

~~Sec. 22-137. Number of members; compensation.~~

~~(a) The library advisory committee shall consist of five regular members.~~

~~(b) Members shall serve without compensation.~~

~~(Ord. No. 05-13, § 1, 3-22-05)~~

~~Sec. 22-138. Appointment of members.~~

~~(a) The mayor and each city commissioner shall appoint one regular member to serve on the library advisory committee.~~

~~(b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.~~

~~(c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.~~

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.

~~(d) Appointments by commission members shall not be restricted by commissioner district boundaries.~~

~~(Ord. No. 05-13, § 1, 3-22-05)~~

~~Sec. 22-139. Term of office of members.~~

~~The terms of office of the members of the library advisory committee shall run concurrently with the term of the mayor or commissioner appointing that member.~~

~~(Ord. No. 05-13, § 1, 3-22-05)~~

~~Sec. 22-140. Qualifications of members.~~

~~(a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.~~

~~(b) No member shall hold any other public position in the city.~~

~~(c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.~~

~~(d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.~~

~~Sec. 22-141. Removal from office.~~

~~(a) Members of the library advisory committee shall serve at the pleasure of the appointing commission member.~~

~~(b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee.~~

~~(c) If any member of the committee resigns, or for any other reason ceases to be a member of the committee, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.~~

~~Sec. 22-142. Powers and duties generally.~~

~~(a) The library advisory committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.~~

~~(b) The committee shall review the various cultural, informational and educational programs offered by the city's public library and shall make recommendations to the city commission and the city manager concerning methods for improving the programs. Additionally, this committee shall advise the city commission and the city manager's office in developing additional library programs to be offered to the citizens of the city. The committee shall~~

~~perform such other duties in connection with library programs offered by the city as may be assigned to it by the city commission.~~

~~Sec. 22-143. Election of officers; conduct of meetings.~~

- ~~(a) The library advisory committee shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice chairman and such other officers as may be necessary from among its members.~~
- ~~(b) The committee shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.~~
- ~~(c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.~~
- ~~(d) A quorum for the conduct of business shall not be less than three members.~~
- ~~(e) A majority of committee members present shall be required to make any determination required by the committee.~~

~~Sec. 22-144. Staff participation and responsibilities.~~

~~The city shall make available staff to assist the library advisory committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.~~

~~(Ord. No. 08-28, § 2, 8-12-08)~~

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of St. Pete Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **ORDINANCE 2025-14, AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE CODE TO SUNSET AND END ALL DUTIES OF THE LIBRARY ADVISORY COMMITTEE BY DELETING CHAPTER 22 BOARDS, COMMITTEES, COMMISSIONS ARTICLE V. LIBRARY ADVISORY COMMITTEE CODE SECTIONS 22-136 THROUGH 22-144; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St. Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of St. Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of St. Pete Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance sunsets and ends all duties of the Library Advisory Board.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Pete Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of St. Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and does not affect only businesses. There is no direct compliance cost that businesses will incur and there is no new charge or fee imposed by the proposed Ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses); therefore, the proposed ordinance does not affect only businesses.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses); therefore, the proposed ordinance does not affect only businesses.