



**City Council Meeting
City of Belleair Beach, Florida**

**Monday, April 8, 2024
Community Center, 6:00 PM**

**PUBLIC MEETING NOTICE
AGENDA**

Call to Order

Prayer of Invocation by Mayor Gattis

Pledge of Allegiance

Roll Call

1. Swearing in of Public Officials
2. Approval of Agenda
3. Citizens Comments. (Each speaker will be recognized once and will be limited to a (3) three-minute presentation on any subject that is not on the Agenda)
4. Presentation: Pinellas County Sheriff's Office
 - Law Enforcement monthly report
 - Code Enforcement monthly report
5. Presentation: Pinellas Suncoast Fire & Rescue District.
6. Presentation: FEMA Lookback Period/Cumulative Substantial Improvement for Beach Communities
 - Sean Haydon, St. Petersburg College Student
7. Quarterly Board Reports
 - Board of Adjustment (no report)
 - Citizens Advisory Committee (no report)
 - Park and Recreation Board
 - Planning and Zoning Board (no report)
8. City Attorney Report
9. City Manager Report
10. City Clerk Report

Consent Agenda

11. Approval of March 4, 2024, City Council Meeting Minutes
12. Approval of March 18, 2024, City Council Work Session Minutes
13. City Council Acceptance of the 2024 Pinellas County Multi-Jurisdictional Community Rating System Annual Report For Program For Public Information, Flood Insurance Improvement Plan and Flood Response Plan

- This annual report presents the ongoing status of Pinellas County's Program for Public Information (PPI), which includes the Flood Warning and Response
14. Consideration of Approval of a new Statewide Mutual Aid Agreement (SMAA) with the State of Florida, Division of Emergency Management

Regular Agenda

15. Consideration of Applicants to Fill One (1) Vacant City Council Seat to a term ending November 2026
- Doug Prescott, Jr.
 - David Tennian
 - Anders Wellings
16. Nomination and Election of Vice Mayor by Ballot
17. Consideration of a Selecting Councilmembers as Alternate Voting Delegate #1 and Alternate Voting Delegate #2 for the Barrier Islands Governmental Council (BIG C)
- Nominate and elect alternate voting delegates
18. Consideration of Appointment/Reappointment of Citizens Advisory Committee Members
19. Consideration of Reappointment of Park and Recreation Board Member
20. Consideration of Reappointment of Planning and Zoning Board Members
21. Consideration of Reappointment of Board of Adjustment Members
22. Consider Authorizing an Amendment to Piggyback Agreement for Consulting Services Related to Utility Undergrounding and Approval to Execute Purchase Order
23. Consider Authorizing the Execution of a Purchase Order with Charter Communications Holdings, LLC
24. Unfinished Business
25. City Council Comments

Adjournment

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes 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 based. The law does not require the City Clerk to transcribe verbatim minutes, therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-595-4646 or fax a written request to 727-593-1409.

Renee Rose, CMC
City Clerk

Upcoming Meetings and Events
as of April 4, 2024

Planning and Zoning Board Meeting
Wednesday, April 10, 2024
2:00pm

City-Wide Yard Sale
Saturday, April 13, 2024
8:00am – 2:00pm

Audit Committee Meeting
Tuesday, April 16, 2024
5:00pm

City Council Work Session
Monday, April 22, 2024
6:00pm

Park and Recreation Board Meeting
Thursday, April 25, 2024
2:00pm

City Council Meeting
Monday, May 6, 2024
6:00pm



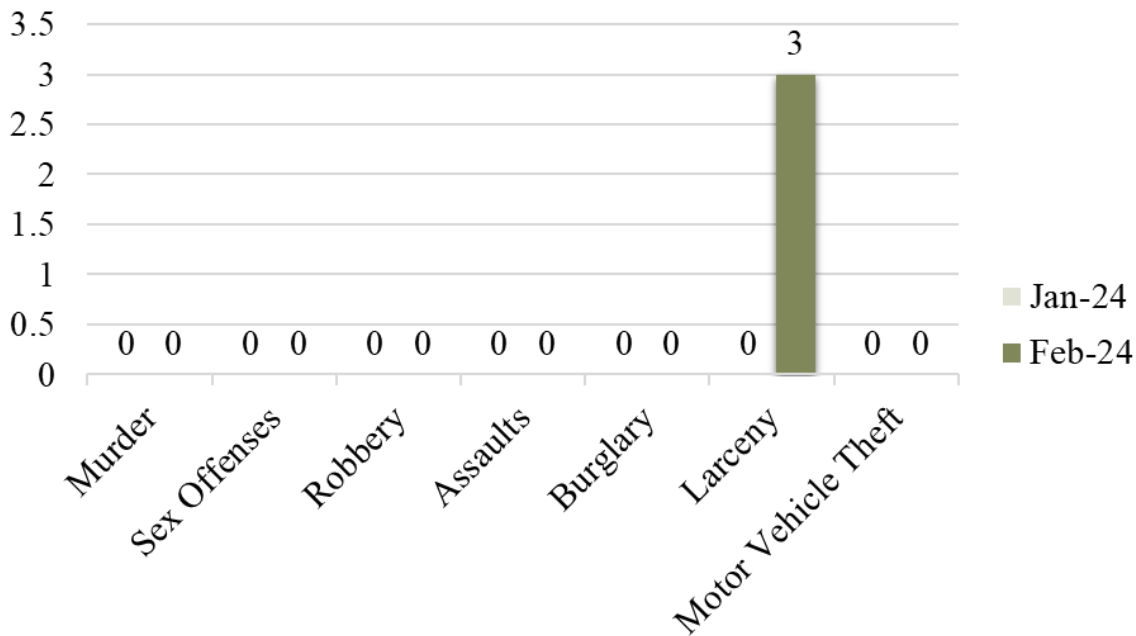
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

February 2024

Select UCR Property & Person Crimes	January 2024	February 2024	February 2023 YTD	February 2024 YTD
Murder	0	0	0	0
Sex Offenses	0	0	0	0
Robbery	0	0	0	0
Assaults	0	0	2	0
Burglary	0	0	0	0
Larceny	0	3	0	3
Motor Vehicle Theft	0	0	0	0
GRAND TOTAL	0	3	2	3



Arrests

February 2024

There was a total of **4** people arrested in the City of Belleair Beach during the month of February resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
Warrant	1
Warrant Arrest	1
Traffic Misdemeanor	4
Driver's License Suspended/Revoked-2nd Conviction	2
Driving Under The Influence	2
Grand Total	5

*Information provided reflects the number of arrests (persons arrested) as well as the total charges associated with those arrests.

Deputy Activity

There was a total of **519** events in the City of Belleair Beach during the month of February resulting in **603** units responding.

The table below reflects the top twenty-five events to include both self-initiated and dispatched calls in the City of Belleair Beach for the month of February. **CAD data is filtered by problem type.*

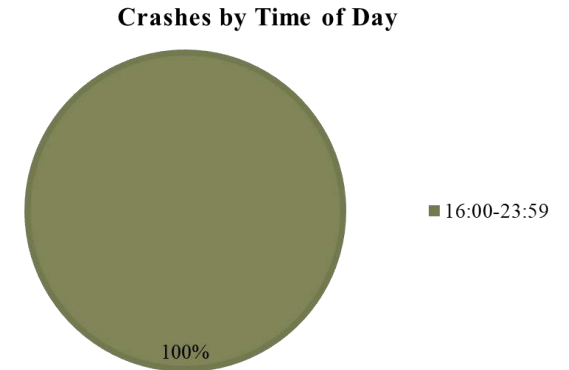
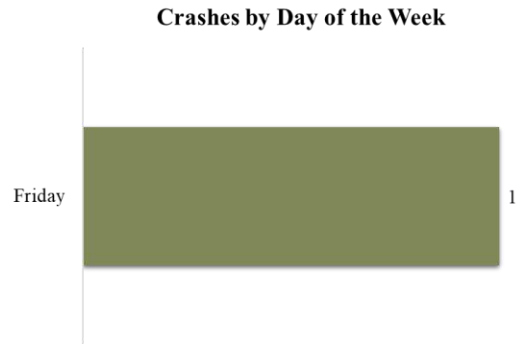
February 2024

DEPUTY ACTIVITY	TOTAL
Directed Patrol	168
Traffic Stop	133
Vehicle Abandoned/Illegally Parked	42
Traffic Control	32
Ordinance Violation	23
Contact	20
House Check	17
Area Check	9
Assist Citizen	7
911 Hangup Or Open Line	7
Alarm	5
Suspicious Vehicle	5
Information/Other	5
Transport Prisoner	4
Traffic Violation	4
Suspicious Person	4
Open Door/Window	4
Assist Other Agency	3
Noise	3
Warrant Service/Attempt	3
Traffic/DWLSR	2
Trespass	2
DUI	2
Boating Vessel Stop	2
Assist Motorist	1

Crash & Citation Analysis

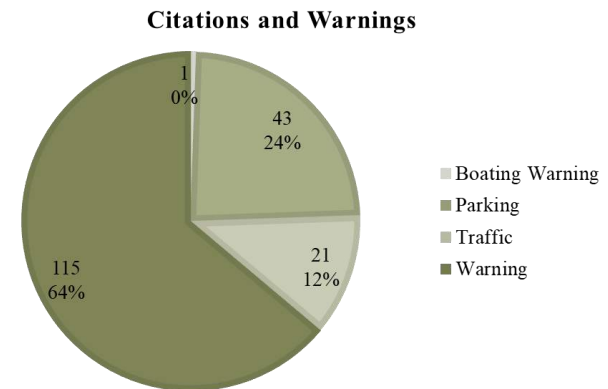
There was **1** crash in the City of Belleair Beach during February 2024. *Crash data is filtered by disposition type and may include “accident and hit and run” problem types.

CRASH LOCATIONS	TOTAL
Gulf Blvd/13 th St	1



There were a total of **180** citations and warnings issued in the City of Belleair Beach during February 2024.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
Gulf Blvd & 13th St	3
Gulf Blvd & Causeway Blvd	2
0 Belleair Beach Causeway	2
Harbor Drive & 1st St	2
Gulf Blvd & 7th St	1
12th St & Gulf Blvd	1
444 Causeway Blvd	1
22nd St & Bayshore Drive	1
702-1840 Dolphin Drive	1
Gulf Blvd & 8th St	1

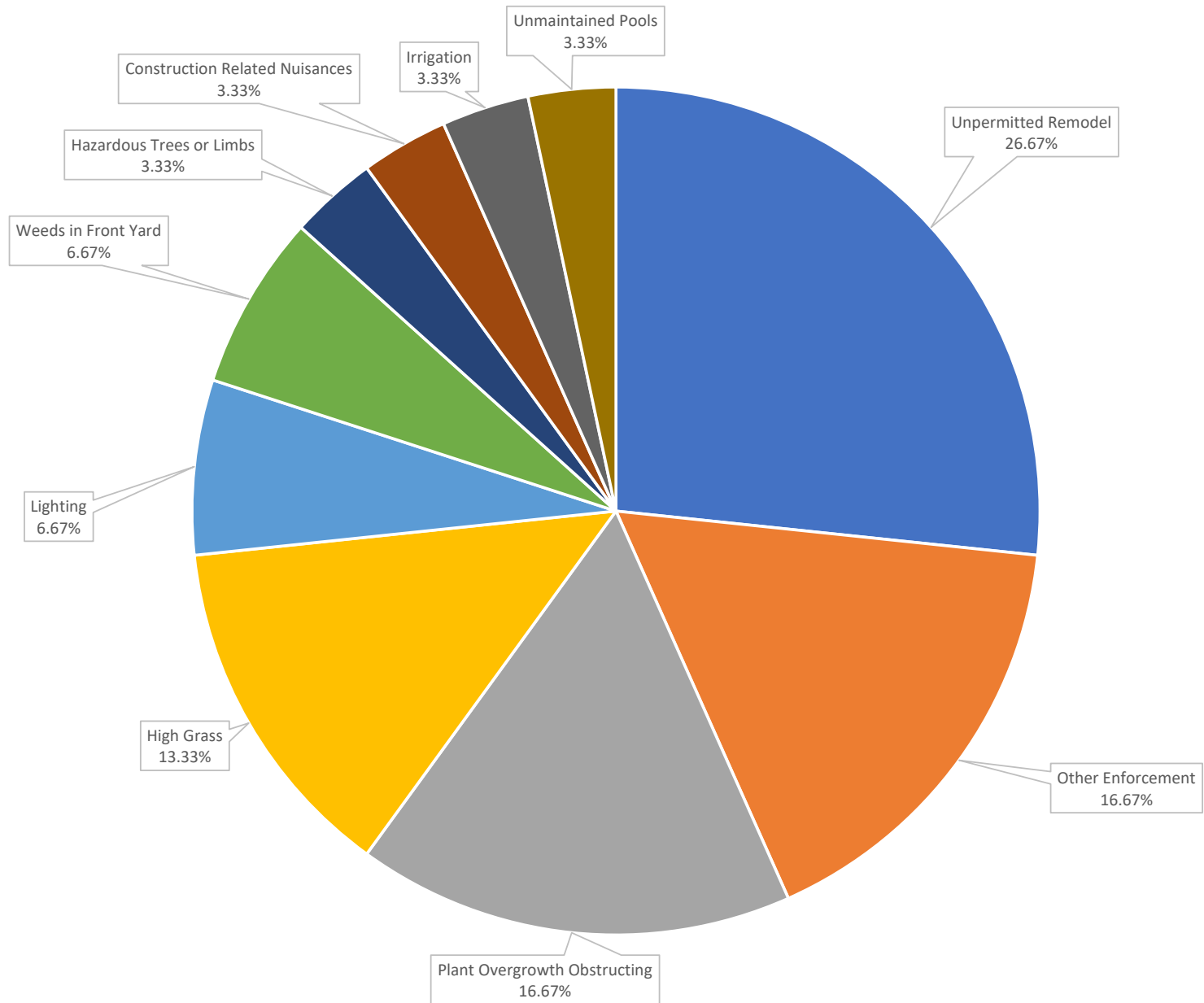




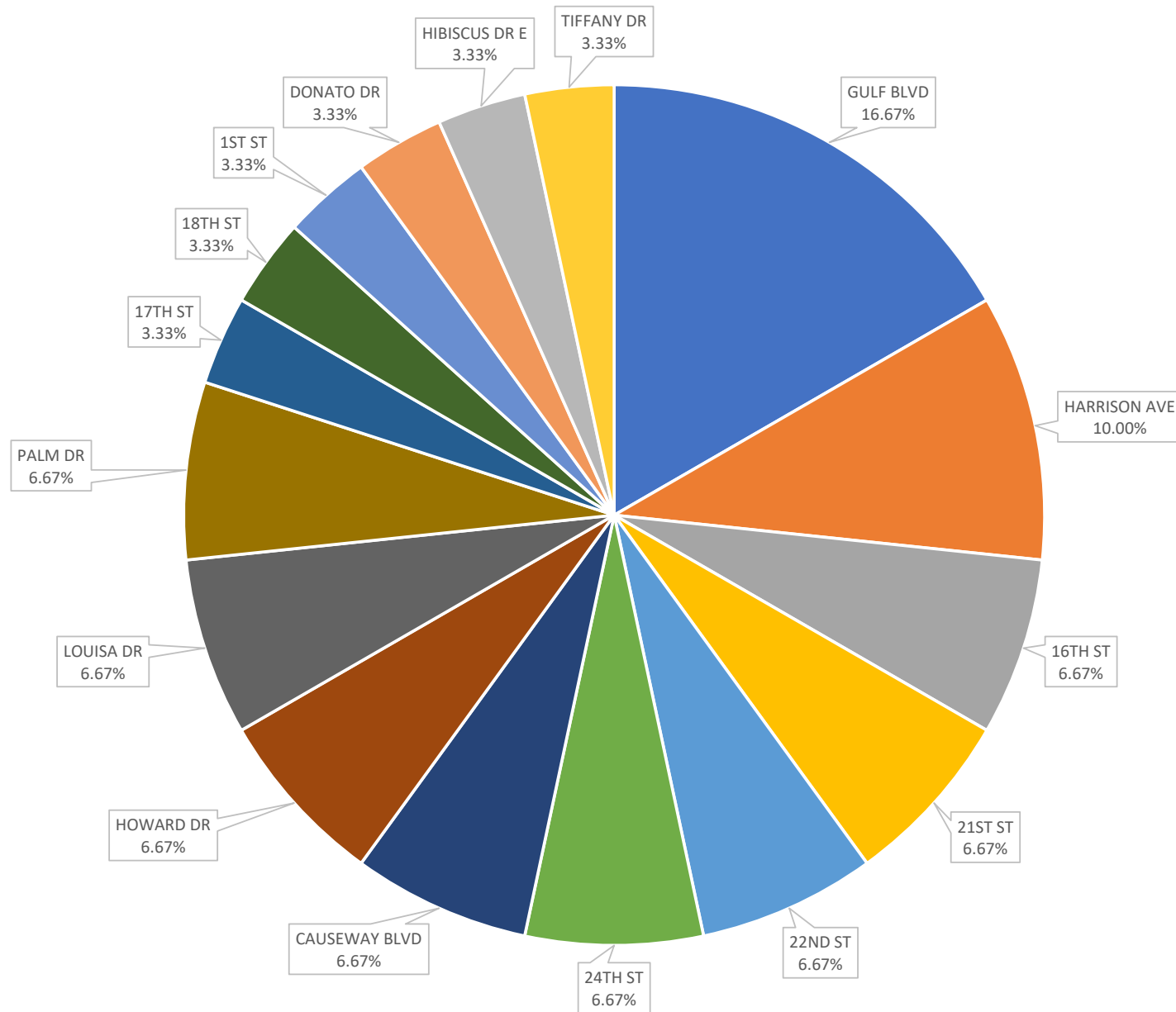
MONTHLY CODE ENFORCEMENT REPORT

Category	Action DATE	Open DATE	Closed DATE	DAYS OPEN	#	Street	SOURCE	STAFF	COMMENTS
Weeds in Front Yard	3/1/2024	2/20/2024	3/3/2024	12	1041	PALM DR	Complaint	PCSO	Closed F/U ref Notice - some trimming - still overgrown - clsd ref City letter
Unpermitted Remodel	3/1/2024	2/16/2024	2/23/2024	7	110	18TH ST	On view	PCSO	Closed - F/U SWO Unpermitted remodel - Permits issued and posted
Unmaintained Pools	3/1/2024	2/28/2024	3/1/2024	2	209	HARRISON AVE	On view	PCSO	F/U regarding unmaintained pool - No change- prev notice - Clsd City Letter
Other Enforcement	3/1/2024	3/1/2024	3/1/2024	0	2650	GULF BLVD	On view	PCSO	NEW CLOSED - 68DQZ - Parking warning issued - No entry Park Mobile
Plant Overgrowth Obstructing	3/1/2024	3/1/2024	3/1/2024	0	3201	HIBISCUS DR E	On view	PCSO	F/U REF unmain pool - water 1/2 full but clear - some overgrowth / ref to City
Plant Overgrowth Obstructing	3/1/2024	3/1/2024	3/1/2024	0	101	16TH ST	On view	PCSO	F/U regard trees 104 17th St - Vcmail to Complaint ref tree removal approx 03/18
Other Enforcement	3/4/2024	3/4/2024	3/4/2024	0	200	HOWARD DR	On view	PCSO	Assist Citizen - Elderly resident with garbage can over by birds
Irrigation	3/4/2024	3/4/2024	3/4/2024	0	101	16TH ST	Complaint	PCSO	Clsd - Complaint regarding sprinklers spraying over fence / contact at 1681 GB - will fix
Unpermitted Remodel	3/6/2024	3/6/2024	3/25/2024	19	3100	GULF BLVD	Complaint	PCSO	New - Complaint from PCCE regarding unpermitted remodel SWO issued const observed
Unpermitted Remodel	3/8/2024	3/8/2024	OPEN	24	2169	LOUISA DR	On view	PCSO	New - Complaint regarding fountain being constructed - No permit - Vio Setback - SWO issued
High Grass	3/11/2024	3/11/2024	3/17/2024	6	209	HARRISON AVE	On view	PCSO	New - Grass and weeds in yard over 7" - 5 Day Notice issued - Photos to City
Other Enforcement	3/11/2024	3/11/2024	3/11/2024	0	417	22ND ST	On view	PCSO	New Clsd - Open trash not in approved containers with lids - Notice issued
Unpermitted Remodel	3/12/2024	3/8/2024	OPEN	24	2169	LOUISA DR	On view	PCSO	Follow Up with contractor ref unpermitted waterfall - requested further measurements
Lighting	3/14/2024	3/14/2024	3/18/2024	4	104	24TH ST	Complaint	PCSO	New - Complaint from 105 23rd St regarding nuisance lighting - 5 Day notice Photo to City
Plant Overgrowth Obstructing	3/17/2024	3/11/2024	3/17/2024	6	209	HARRISON AVE	On view	PCSO	F/U - Clsd - follow up regarding yard and pool - Yard cut and pool was pumped dry
Unpermitted Remodel	3/17/2024	3/6/2024	3/25/2024	19	3100	GULF BLVD	On view	PCSO	F/U regarding unpermitted remodel - Contractor called City advised will apply for permits
Other Enforcement	3/17/2024	3/17/2024	3/17/2024	0	444	CAUSEWAY BLVD	On view	PCSO	Beach Patrol on Polaris ATV - Several citizen contacts - No Violations to report
Lighting	3/18/2024	3/14/2024	3/18/2024	4	104	24TH ST	On view	PCSO	Clsd - F/U regarding light nuisance in rear yard - Complaint advised offender is Complying
Weeds in Front Yard	3/18/2024	3/1/2024	3/18/2024	17	1041	PALM DR	Complaint	PCSO	F/U - Clsd - follow up ref weeds and overgrowth - Clsd per City at this time will monitor
Hazardous Trees or Limbs	3/18/2024	1/19/2024	3/18/2024	59	104	17TH ST	Complaint	PCSO	F/U - Closed - regarding overgrown trees on vacant lot - O'Neill's tree service cut trees down
Other Enforcement	3/22/2024	3/22/2024	3/22/2024	0	444	CAUSEWAY BLVD	On view	PCSO	New - Clsd - Back Up Belleair Beach Patrol Unit Traffic Stop
Unpermitted Remodel	3/22/2024	3/6/2024	3/25/2024	19	3100	GULF BLVD	On view	PCSO	F/U regarding unpermitted remodel - SWO in place - Check that SWO still in place
Unpermitted Remodel	3/22/2024	3/22/2024	3/22/2024	0	3108	TIFFANY DR	On view	PCSO	Contact reference obvious construction at loc and no permits posted - All valid permits in place
High Grass	3/22/2024	3/22/2024	3/22/2024	0	235	HOWARD DR	On view	PCSO	New - Clsd letter Complaint by City - Vacant lot high weeds and grass - Letter issued by Mail
High Grass	3/22/2024	3/22/2024	OPEN	10	103	21ST ST	On view	PCSO	New - regarding observed high weeds and grass - landscp rock in bag - 5 Day Notice issued
Plant Overgrowth Obstructing	3/22/2024	3/22/2024	3/22/2024	0	107	21ST ST	On view	PCSO	F/U - Clsd - Update Follow up regarding plant overgrowth and debris in yard - Photos to City
High Grass	3/22/2024	3/22/2024	3/22/2024	0	2204	DONATO DR	Complaint	PCSO	New - Clsd letter Complaint by City - Vacant lot high weeds and grass - Letter issued by Mail
Plant Overgrowth Obstructing	3/25/2024	3/25/2024	3/25/2024	0	428	22ND ST	Complaint	PCSO	New - Clsd letter Complaint by City - Vacant lot high weeds and grass - Letter issued by Mail
Unpermitted Remodel	3/25/2024	3/6/2024	3/25/2024	19	3100	GULF BLVD	Complaint	PCSO	F/U - Closed - regarding unpermitted remodel - Contractor obtained permits as required
Construction Related Nuisances	3/25/2024	3/25/2024	3/25/2024	0	110	1ST ST	Complaint	PCSO	New - Closed letter by City - Complaint of debris and trash surrounding res - Letter of Complaint by

Categories



Streets



OUTSTANDING CODE VIOLATIONS

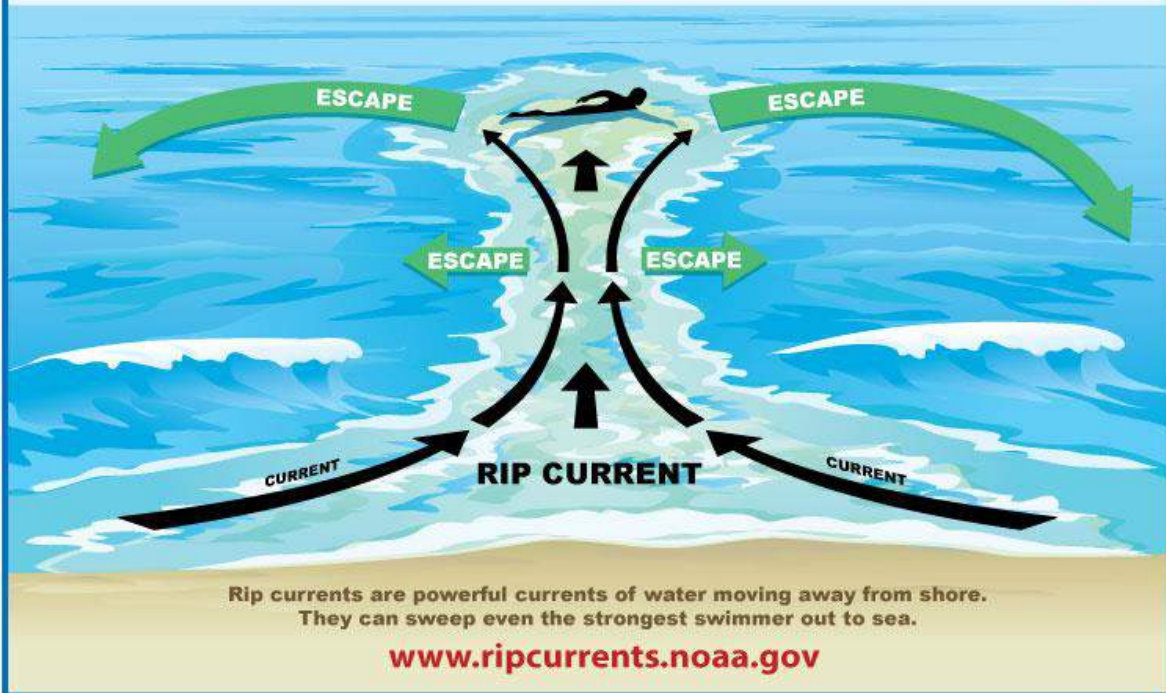
Violation Category	#	STREET NAME	START DATE	DAYS OPEN	COMMENTS
Plant Overgrowth Obstructing	107	21st Street	6/28/23	278	Approximately \$47,500.00 in unpaid fines.



- There were 18 calls for Fire and Emergency Medical Services into Belleair Beach in March: 13 EMS and 5 Fire related, to include a vehicle fire, a water rescue, and a trauma alert due to a motor vehicle crash.
- The District is moving forward with the purchase of land on the northern end of Indian Rocks Beach, to better serve Belleair Beach. This will greatly improve our response time and the current plans are to house an Advanced Life Support Fire Suppression Unit there with 3 firefighter/paramedics.
- We have obtained a transport capable rescue unit from the County to be utilized when staffing permits over the next year. A new Rescue Unit will be purchased and reimbursed by the County, with a written agreement forthcoming. We are also working with the County to obtain additional EMS funding to make this a permanent full-time unit. The Unit, Rescue 27 was staffed full time during spring break, and handled 24 medical emergencies throughout the District.
- The District is awarding a contract to build the Fire Station/Emergency Operations Center on the mainland, with an anticipated completion date of August 2025. This building will replace the 58-year-old fire station and serve as our Emergency Operations Center. Our design kick-off meeting is scheduled for April 5th.
- A jet ski with a rescue sled has been purchased by the District, funded by a very generous donation to the District. As you know, PSFRD has the busiest marine rescue program in the County, and the additional unit will assure rapid access to victims in the water. The unit is being outfitted and training being provided to our members, with an anticipated in-service in May.
- With the recent tragedies occurring along the beaches with rip currents, the District is launching an educational campaign on rip currents and water safety. I have a graphic for a sign that I recommend be put up at the public access. (attached)
- Our Firefighters and Paramedics complete 902 hours of Fire and EMS Training in the Month of March.
- The District, in conjunction with the City of Belleair Beach, is hosting a Hurricane and Water Safety Expo on April 3rd, at Belleair Beach City Hall from 6:30 p.m. to 8:30 p.m. (attached)

RIP CURRENTS

Break the Grip of the Rip![®]



IF CAUGHT IN A RIP CURRENT

- ◆ Don't fight the current
- ◆ Swim out of the current, then to shore
- ◆ If you can't escape, float or tread water
- ◆ If you need help, call or wave for assistance

SAFETY

- ◆ Know how to swim
- ◆ Never swim alone
- ◆ If in doubt, don't go out

More information about rip currents can be found at the following web sites:

www.ripcurrents.noaa.gov
www.usla.org



**PINELLAS SUNCOAST FIRE & RESCUE DISTRICT
AND THE CITY OF BELLEAIR BEACH PRESENTS:**

HURRICANE & WATER SAFETY EXPO

Free Public Information Event

APRIL 3

6:30-8:30PM

**BELLEAIR BEACH CITY HALL
444 CAUSEWAY BLVD**

**FEMA - Hazard Mitigation
FM&I Insurance Crew**

6:30 PM

**Bay News 9 - Chief
Meteorologist Mike Clay**

7:00 PM

**Pinellas County - Emergency
Management**

7:20 PM

**Pinellas County - Floodplain
Management**

7:40 PM

**Harr & Associates Insurance-
Kim Harr**

8:00 PM

- *Free life jacket giveaway*
- *Local professionals*
- *Beach, boat, summer safety tips and more!*





**City Manager Report
April 2024**

Project / Discussion Item	Key Dates	Assistance Required	Status
Gulf Blvd Undergrounding		None	City Attorney is drafting an amendment to the Indian Rocks Beach piggyback agreement to allow Utility Consultants of Florida to install the conduit for Spectrum Communication lines at a lower price than Spectrum and the current agreement rates.
Stormwater Improvement Projects	March 19 th – City placed door hangers notifying the residents.	None	Contractor is scheduled to start at the northern most streets and move south.
Code Review Services	April 15 th – City Council Workshop to review recommendations for the remaining six chapters of the Land Development Code.	None	Chapter 70. Concurrency Management. Chapter 74. Floodplain Management. Chapter 78. Planning. Chapter 82. Satellite Antennas. Chapter 86. Signs. Chapter 90. Subdivisions.
RFP for Auditing Services	April 4 th – Audit Committee meeting to review and approve ACFR Draft for FYE 2023 and Auditor RFP.	None	



City Clerk Report March 2024

Item	Description
2 Council Meetings	Regular, Work Session
	Prepared agendas
	Prepared meeting minutes
	Prepared meeting agenda and materials for Park and Recreation board meeting
Communications	Continued to enhance new website, sent city emails as needed, drafted newsletter
Human Resources	Onboarding for new Administrative Assistant
Election	Coordinated with Supervisor of Elections staff for the March 19 Municipal Election
	Back-up front desk as needed



**City Council Meeting
City of Belleair Beach, Florida**

**Monday, March 4, 2024
Community Center, 6:00 PM**

PUBLIC MEETING MINUTES

Councilmember Lloyd Roberts joined the meeting late. Due to a lack of quorum, the meeting was not able to begin until all members were seated. The meeting was called to order at 6:16pm by Mayor Dave Gattis. The invocation was given by Councilmember Lloyd Roberts followed by a Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present were Councilmembers Frank Bankard, Lloyd Roberts, and Kim Shaw Elliott; Mayor Dave Gattis; City Manager Kyle Riefler, City Attorney Randy D. Mora, and City Clerk Renee Rose

For continuity, items are listed in agenda order although not necessarily discussed in that order.

1. Approval of Agenda.

MOTION was made by Councilmember Bankard and seconded by Councilmember Roberts to approve the agenda.

Motion passed 4-0.

2. Citizens Comments. (Each speaker will be recognized once and will be limited to a (3) three-minute presentation on any subject that is not on the Agenda)

Randy Lebedz, 13th St., said a friend visiting him received a parking citation. He questioned the inconsistent size of the 'no parking' signs on his and other streets.

3. Presentation: Recognition of Chief Davidson.

Mayor Gattis presented an award to Pinellas Suncoast Fire & Rescue Chief Jeffrey Davidson for his lifesaving actions on January 18, 2024.

4. Presentation: Pinellas Suncoast Fire & Rescue District.

Chief Davidson's report included, in part:

- 15 calls for service in February
- Moving forward with the land purchase on the north end of Indian Rocks Beach, which will better serve Belleair Beach. The station will house an advanced life support fire suppression engine with three firefighter paramedics
- Obtained a transport capable rescue unit from the county
- Awarding a contract to build a fire station and emergency operations center on the mainland to be completed by August 2025
- Purchased a jet ski with a rescue sled funded by donations

- Fire department staff participated in the January causeway clean up and plan to participate in future events
- Planning a hurricane expo with the city
- Staff completed 860 hours of firefighter and EMS training

Councilmember Elliott asked what a transport capable rescue vehicle is. Chief Davidson said it's an ambulance capable of transport to the hospital and summarized the first responder process in Pinellas County. Councilmember Roberts asked if the land being purchased has a facility on it. Davidson said no, it's a portion of vacant land. They will build using the same contractor building the facility on the mainland. Mayor Gattis asked what moving the firehouse the new location will do for response time for Belleair Beach. Davidson said the average response time will be 2-4 minutes.

5. Presentation: Pinellas County Sheriff's Office.

- **Law Enforcement monthly report**

Corporal Deerman shared that two people were arrested on misdemeanors within the city. Deputies have been doing direct patrols as requested by the city. They conducted 118 traffic stops and issued 26 parking citations in January. There were two traffic crashes.

Councilmember Bankard noted the citizen comment about sign inconsistencies and asked if parking signs should meet regulations. Cpl. Deerman said all roadway signage does have FDOT regulations. The city would be responsible for changing the sign if it doesn't meet regulations. Councilmember Elliott asked about enforcement of pedestrian crossings. Deerman said they've recently conducted traffic initiatives for pedestrian crosswalks for violations of pedestrians and motorists. It was mostly educational. Deputies are sitting near the crosswalks to observe and provide more enforcement. Mayor Gattis suggested watching pedestrians as well. Deerman said they are equally enforcing violations with pedestrians and motorists. Gattis asked about motorcycles that use excessive speed on shoulders and weave in between cars. Deerman said they have a difficult time stopping them and will call in to inform other deputies in the area or track them by helicopter. Enforcement still happens.

- **Code Enforcement monthly report**

Deputy Trump reviewed the code enforcement monthly report. Violations are down. There were 33 entries across a variation of ordinances. He advised residents to make sure they use licensed contractors and receive written contracts.

6. City Attorney Report.

City Attorney Randy Mora said this should be the last week of the legislative session. He will provide an end of session report. Council has begun the land development code review. Mora will monitor election results closely and provide an update on next steps post-election.

Councilmember Bankard asked about the short-term rental law being discussed. Attorney Mora said it preserves the language in codes for any restriction adopted before June 2011. The city's LDC governing duration and frequency predate 2011. Mayor Gattis asked about a possible amendment exempting those currently serving from Form 6. Mora is unaware of it but will look into it.

7. City Manager Report.

City Manager Kyle Riefler responded to the comment by Mr. Lebedz that they downsized the signs in 2018, but he will check the requirements. He reminded residents that they can request on-street parking for special events.

Riefler's updates included, in part:

- Gulf Blvd undergrounding continues with easement work on the north side
- Stormwater project will start on March 18
- Code review project will continue this month with Chapter 94
- Draft audit will be reviewed by audit committee later this month
- New website launched last week
- Interviewing for Administrative Assistant – the position is advertised at \$18/hr. Riefler asked for consensus to raise it to \$20/hr. Consensus was achieved.
- Hurricane Expo is April 3 from 6:30-8:30pm

Councilmember Roberts asked about the plan for the stormwater project regarding which streets will be started first. Manager Riefler said they haven't had a preconstruction meeting yet, but the contractor is agreeable to what the city needs. If they receive the stormwater study in time, the 9th Street area is crucial before the storm season. The contractor will be using door hangers and interacting directly with residents. Councilmember Elliott asked if the study can be presented at the next work session. Mayor Gattis said it may not be complete, but they should receive the study when complete and look at it on their own time. Gattis asked about the causeway bridge lane closures. Riefler will request more information from the county.

8. City Clerk Report.

Consent Agenda

9. Approval of February 5, 2024, City Council Meeting Minutes.

10. Approval of February 27, 2024, City Council Work Session Minutes.

MOTION was made by Councilmember Bankard and seconded by Councilmember Roberts to approve the Consent Agenda.

Motion passed 4-0.

Public Hearing–Second Reading and Final Hearing on Proposed Ordinances

11. Consideration of Ordinance 24-01, An Ordinance Of The City Council Of The City Of Belleair Beach Amending Chapter 2 – “Administration”, Article II – “City Council” Division 1 – “Generally”, To Create Section 2-31 Of The City’s Code Of Ordinances, Entitled “Compensation Of Council” To Establish An Annual Salary For Members Of The City Council And Guidelines Governing Reimbursement; Providing For The Implementation Of Administrative Actions; Providing For Codification; Providing For Severability; And Providing An Effective Date. (Second Reading) (City Attorney Mora)

City Attorney Mora read Ordinance 24-01 by Title only.

MOTION was made by Councilmember Roberts and seconded by Councilmember Elliott to adopt Ordinance 24-01.

Councilmember Roberts said they've discussed the benefit of this change to drive interest in serving the city. It's a minimal amount. Mayor Gattis noted this ordinance won't impact current council members.

Councilmember Bankard	Yes
Councilmember Roberts	Yes
Councilmember Shaw Elliott	Yes
Mayor Gattis	Yes

Motion passed 4-0.

12. Unfinished Business.

None

13. City Council Comments.

Councilmember Bankard appreciated council for the stormwater study. Flooding affects residents in the southern end of the city. Many residents are frustrated over the 50% rule. Home values aren't accurate.

Councilmember Roberts noted the four amendments up for vote on March 19. He recommends residents take the time to read the items. If anyone has any questions, they can contact anyone on council. He will be going door to door to talk to residents about the amendments. It's an important set of changes being proposed.

Councilmember Elliott is privileged to live in Belleair Beach. Because it's a coastal community, she is interested in environmental issues and will be looking closely at the stormwater improvement project. She's attending a meeting reporting on St. Petersburg's stormwater improvement project and will bring back information. Elliott said they are losing another set of neighbors because of the 50% rule. The owners are constrained by the rule. Mayor Gattis said if they move forward in reducing the rule to one year, it won't solve all the problems, but will provide a more manageable timeline.

Mayor Gattis shared: "Four charter amendments on the ballot address the recent intrusive legislation designed to keep good candidates out of local government. I, and countless others, believe that local government is best run by the people who live within its boundaries. Tallahassee preemptions and overregulation tear away at the thread of our unique, friendly, and beautiful community. As residents of Belleair Beach, it's up to us to demonstrate that only we know what's best for our community. These amendments will reduce the number of council members and send a clear message to Tallahassee that we are a strong community willing to adapt to protect our island way of life. On March 19, please join me in voting yes for amendments 1 through 4."

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Elliott to adjourn at 7:23pm.

Motion passed 4-0.

_____	APPROVED: _____
Date Approved	Dave Gattis, Mayor

ATTEST: _____
City Clerk



**City Council Work Session
City of Belleair Beach, Florida**

**Monday, March 18, 2024
Community Center, 6:00 PM**

PUBLIC MEETING MINUTES

The meeting was called to order at 6:00pm by Mayor Dave Gattis followed by a Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present were Councilmembers Frank Bankard, Lloyd Roberts, Kim Shaw Elliott, Mayor Dave Gattis, City Manager Kyle Riefler, City Attorney Randy Mora, and City Clerk Renee Rose.

For continuity, items are listed in agenda order although not necessarily discussed in that order.

1. Codes Review – Chapter 94

City Manager Kyle Riefler opened the discussion. Councilmember Roberts questioned the 5-year look back. Mayor Gattis expressed concerns about Councilmember Bankard's suggestion of striking out the entire look-back period. Bankard said the 5-year 50% rule causes residents to tear down their homes and suggested there be no look back. Riefler said the 50% rule would then be per event or per permit. Mayor Gattis suggested a 1-year look back. City Attorney Mora explained the federal floodplain regulation known as the 50% rule as it pertains to flood insurance. If improvements or repairs meet or exceed 50% of the structure's value, the owner needs to bring the structure up to modern floodplain regulations for compliance. Noncompliance may affect insurance ratings with the federal floodplain program. Roberts asked what the risk is to the city if they have no look-back. Mora said residents would phase their projects in such a way that no one would exceed the 50% rule. Bankard said residents can fix their homes in the 50% mark with multiple permits, but the city gets the taxes and benefit from each permit. Bankard's concerns are for homes with major damage. Gattis said there are provisions in the code for emergencies. Councilmember Elliott asked if the city's rating leads to penalties or if the rating impacts commercial carriers' ratings. Mora said if it affects the city's rating, it can affect insurance policies. Mr. Serna said it's a point system, and the better the rating, the better the insurance rates for a community. Bankard said FEMA hasn't proven these rates are helping communities. Gattis doesn't support no look-back because there will be abuse and will impact staff but does support trialing a 1-year look-back. Bankard said the code changes won't go to council until the fall, and he recommended bringing this code change separately and before the storm season. Consensus was achieved to modify the look-back period to one year. Mora will confirm if the code change needs to go before the Planning and Zoning Board before Council approval.

Mayor Gattis raised concerns about Section 94-6 Landscaping, specifically the damage created by mulch during storm events. City Attorney Mora said they don't currently regulate the substrate, and if they do going forward, it could be perceived as a more restrictive Land Development regulation within SB 250 and cannot be passed until after October 2024. They will need to determine how to administer a change and handle the dozens of properties currently with mulch that would be nonconforming. Councilmember Bankard said it clogs storm drains, goes into the bay, and most are now dyed which is an ecology issue. Gattis said it's useful and inexpensive, but asked how they will regulate it when everyone already has it. City Manager Riefler said it would be difficult to police. Councilmember Elliott suggested more communication and education over creating more laws. Most don't think of the hazards so they need educational material published to

the community. Gattis said it would be less code than what they have now. Mora reminded the council about enforceability from staff. Council should stand by and behind what decision they make so they aren't putting staff in a difficult position. Gattis said the mulch does create a problem and in the code they are giving instructions to residents. If it's about education and they don't want residents to use it, then he suggests removing it completely. Councilmember Roberts suggested a pamphlet to new homeowners and something published on the city's website about what they recommend and why, rather than an enforceable code. Gattis suggested continuing the discussion at a future work session.

Mayor Gattis continued, recommending changes to 94-209, Heights. He suggested changing two to three habitable stories alongside a garage or storage area to make use of the space not supposed to be used in a three-story home and inserting two over a garage or storage area so the house is still limited to three stories even if the bottom story is not habitable. The overall height remains the same but increases the taxable square footage in the existing box. City Manager Riefler said the overall height changed when they adopted the Florida Building Code for 1 ft freeboard. The height code is based on base flood elevation (BFE). There's BFE and there's design flood elevation (DFE) that's included in the freeboard. They can adjust the height code to be based on the DFE as opposed to the BFE. The language would be 35 feet above the DFE. Mr. Serna said that most communities use DFE.

Councilmember Roberts said they addressed artificial turf recently and asked if staff had any issues since. City Manager Riefler said no; he's been following two new homes using artificial turf. There is a section in the code that if it was already installed, there was a timeline to bring it up to the new code. Roberts asked why the code states that if artificial turf is used in the front yard it can only be in 4" maximum spaces between pavers. There is a resident who is allergic to grass. Riefler said it was due to aesthetics. Mayor Gattis said they are creating a certain look.

Councilmember Roberts questioned the fence code. City Manager Riefler said if it's a repair or to replace some of the boards, it doesn't need a permit, but if the material is changed or height is changed, then it should be permitted. Mayor Gattis agreed; a resident can make repairs, but it should be put back the way it was inspected. Changes to the fence needs a permit. Riefler recommends residents get a survey for the property lines before working on fences.

Councilmember Shaw Elliott asked several general questions. She asked if the city had any issues with sheds. City Manager Riefler said there haven't been issues with the code they have on the books currently. Elliott asked about 94-206 stating that a wood frame building can be constructed with what a third party, like a structural engineer or licensed architect says is okay. Riefler said the city hasn't had any issues. Engineers are licensed and if they sign off, it's on them. Elliott asked earth berms are prohibited. Riefler said it's related to drainage. Elliott asked if there's anything in the code that addresses xeriscaping. Mayor Gattis said there are several lawns in town; it's a reduction in water usage. Elliott noted 94-255 requires an appraisal if a project exceeds \$20,000. Riefler supports getting rid of that as they are already tracking it. If the house is worth a lot, and the residents wants to replace windows, it's reasonable to use the property appraiser value for the FEMA 50% rule. Gattis asked how staff tracks the value of the upgrade. Riefler said the value of the project is on the permit. Elliott asked if they are going to discuss antennas and towers. City Attorney Mora spoke with the resident's attorney to gather information to be considered regarding revisions. Federal law requires clear criteria to reasonably accommodate amateur antenna radios. They need to craft it in a way that is compliant with modern state and federal standards. Elliott asked if there are prohibitions on leasing space on the antenna. Mora said it would no longer be considered an amateur radio antenna. The code can be improved and made compliant with modern regulations.

City Manager Riefler briefly discussed issues he shared with Mr. Serna regarding nonstructural fill, flag poles, hedges and plants in front setbacks in cul-de-sacs, and basic guidelines of holiday decorations. There was discussion on holiday decorations, and City Attorney Mora cautioned council about regulating aesthetics. Riefler is also looking into better defining floor area ratios, generators, side setback exceptions in Bellevue Estates Island for docks. Mayor Gattis

said it's likely the 12 ft setback is to prevent conflict if two neighbors have large boats. Riefler said there was an issue recently with a very large boat blocking a neighbor's view. There are no code violations, but council may consider code revisions. Councilmember Bankard asked about littoral rights on the bay. Mora said the city does not regulate the waterway. There is no right to view left and right of a resident's property, and the right to view straight out ends at the property line. Gattis said they could consider clearance issues regarding boat sizes on the small harbors. Riefler continued with the issue of fences on multifamily lots. The code currently states that a fence on such property should end before the seawall cap. About half go all the way to the cap. Other communities allow that, and it would prevent people from crossing through properties. Gattis supports it because people have pets to be contained. Riefler discussed using a flat roof to have an observation or access. This has not been allowed because if there is an electrical outlet or other utility on the roof, it's considered to be a habitable space. Some residents are proposing building houses with access to the roof but without any utility. Gattis said that exceeds the height limit. Riefler said there's nothing in the code prohibiting a flat roof, but there is nothing addressing it as an observation point. Gattis supports putting a cap on how high a structure can be and what can be done with it once it's built to the height limit. Councilmember Elliott expressed safety concerns with people on top of a flat top roof. Gattis suggested if they build the full three stories, they can't use the roof as a standing surface. If they build two stories, they can use the roof.

2. General Business.

Mayor Gattis said there were two applicants for city council seats. They won't know how many seats will need filled until after the election. The application period is still open until tomorrow. At the next meeting, they can appoint for whatever is required. City Attorney Mora explained that if the charter amendments pass, they will not take effect immediately. They will be phased in. The council will still be a body of seven until the election in 2026. This council can choose to fill one or three seats, but it will still have seven seats until the next election. Mora will send out a summary once the election is over and they know which amendments pass. Gattis said if the charter amendments pass, he would support seating one new council member and operate as a body of five. Councilmember Bankard noted that one of the proposed amendments changes the requirement for a quorum. Mora said the proposed change is that three members shall constitute a quorum, and they need a majority vote of the seated council to approve a measure. Mora advised that a discussion on how they move forward would be best served once they know what amendments pass.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Roberts to adjourn at 7:38 pm.

Motion passed 4-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
City Clerk

**PINELLAS COUNTY
MULTI-JURISDICTIONAL
COMMUNITY RATING SYSTEM ANNUAL REPORT
FOR
PROGRAM FOR PUBLIC INFORMATION,
FLOOD INSURANCE IMPROVEMENT PLAN, AND FLOOD
RESPONSE PLAN**

Pinellas County | January, 2024



**PINELLAS COUNTY
MULTI-JURISDICTIONAL
COMMUNITY RATING SYSTEM ANNUAL REPORT**

Prepared for:

Pinellas County and Participating Municipalities

22211 US Hwy. 19 N.

Clearwater, FL 33765

January, 2024

TABLE OF CONTENTS

1 INTRODUCTION AND PLANNING COMMITTEE.....	2
2 ASSESSMENT OF PUBLIC INFORMATION NEEDS AND TARGET AUDIENCES.....	6
3 MESSAGES AND OUTCOMES	7
4 PROGRAM FOR PUBLIC INFORMATION (PPI) PROJECTS.....	8
FRMPIWG SharePoint Toolkit.....	8
Flood Response Plan	9
5 FLOOD INSURANCE IMPROVEMENT PLAN.....	9

LIST OF TABLES

Table 1-1	FRMPIWG Core Members	3
Table 1-2	FRMPIWG Additional Support.....	4
Table 2-1	PPI Meetings	6

APPENDICES

Appendix A – Status of PPI Projects
Appendix B – Flood Insurance Improvement Plan

1 INTRODUCTION AND PLANNING COMMITTEE

This annual report presents the ongoing status of Pinellas County's Program for Public Information (PPI), which includes the flood insurance and flood response plans. This program is the floodplain management outreach arm of the Countywide Local Mitigation Strategy (LMS). The PPI includes all unincorporated areas of Pinellas County as well as 17 of its partner municipalities. Participating municipalities are listed below. In 2023, the City of Safety Harbor joined the program.

- Town of Belleair
- City of Belleair Beach
- City of Clearwater
- City of Gulfport
- City of Indian Rocks Beach
- Town of Indian Shores
- City of Madeira Beach
- City of Oldsmar
- City of Pinellas Park
- Town of Redington Beach
- Town of Redington Shores
- City of Safety Harbor
- City of South Pasadena
- City of St. Petersburg
- City of St. Pete Beach
- City of Tarpon Springs
- City of Treasure Island

Staff and stakeholders from these jurisdictions comprise the Pinellas County Flood Risk and Mitigation Public Information Working Group (FRMPIWG), which serves as the PPI committee as well as the stakeholder working group for the LMS. Having the same group of staff and stakeholders for both results in better coordination and consistency in messaging countywide and avoids duplication of efforts among the various initiatives to reduce flood risk and damage. Not only does this committee meet the basic CRS PPI requirements, but they also evaluate Flood Insurance Coverage, Floodplain Management, Flood Warning and Response, and provide input to the multi-jurisdictional LMS. The FRMPIWG Core Members and Additional Support tables were updated to reflect personnel changes (Table 1-1 and Table 1-2).

Table 1-1 FRMPIWG Core Members

Jurisdiction Represented	Staff/Stakeholder	Name	Affiliation
Pinellas County	Staff	John Carkeet	Pinellas County Marketing & Communications – PIO
Pinellas County	Staff	Maxine Moore	Floodplain Technician
Pinellas County	Stakeholder	Ashley Tharp	Wright Flood, Corporate Agent Training Manager
Pinellas County	Stakeholder	Cece McKiernan	Florida Floodplain Managers Association, Executive Director
Belleair	Staff	Greg Lauda	Floodplain Manager
Belleair	Stakeholder	Tom Shelly	Florida Real Estate Broker
Belleair Beach	Staff	Kyle Riefler	City Manager
Belleair Beach	Stakeholder	Marv Behm	Resident
Clearwater	Staff	Sarah Kessler	Lead Environmental Specialist & CRS
Clearwater	Stakeholder	Bill Jonson	Resident
Gulfport	Staff	Michael Taylor	Community Development Principal Planner
Gulfport	Stakeholder	Mike Whitman	WhitCo Insurance Agency
Indian Rocks Beach	Staff	Dean Scharmen	Public Works Director
Indian Rocks Beach	Stakeholder	Ron Sacara	Resident
Indian Shores	Staff	William Jones	Building Clerk
Indian Shores	Stakeholder	Katrena Hales-Claver	Calusa Vacations LTD
Madeira Beach	Staff	Marci Forbes	Community Development Engineer
Madeira Beach	Stakeholder	Chuck Dillon	Neighborhood Construction
Oldsmar	Staff	Deb Vitrali	Public Communications Supervisor
Oldsmar	Stakeholder	Paula Saracki	Resident/Business Owner
Pinellas Park	Staff	Derek Reeves	Long Range Planning Manager
Pinellas Park	Stakeholder	Linda Yang	FL Strategic Insurance
Redington Beach	Staff	Adriana Nieves	Town Clerk
Redington Beach	Stakeholder	Thomas Dorgan	Resident
Redington Shores	Staff	Jolie Patterson	Deputy Town Clerk
Redington Shores	Stakeholder	Kimberly Harr	Harr & Associates, Inc.
Safety Harbor	Staff	Troy Wilcox	Civil Designer
Safety Harbor	Stakeholder	Damon Lister	Southern Life Realty
South Pasadena	Staff	Terri Sullivan	Building Official
South Pasadena	Stakeholder	Collin Baranick	Elance at Pasadena
St. Petersburg	Staff	Hannah Rebholz	Floodplain Coordinator
St. Petersburg	Stakeholder	Jake Holehouse	HH Insurance
St. Pete Beach	Staff	Mark Vasquez	Building Official
St. Pete Beach	Stakeholder	Chris Hollands	Local Business Owner

Jurisdiction Represented	Staff/Stakeholder	Name	Affiliation
Tarpon Springs	Staff	Megan Araya	Emergency Management Coordinator/Floodplain Administrator
Tarpon Springs	Stakeholder	Barbara Mamouzelos	Resident
Treasure Island	Staff	Jesse Miller	Principal Planner
Treasure Island	Stakeholder	Clyde Smith	Bilmar Resort General Manager

Table 1-2 FRMPIWG Additional Support

Jurisdiction Represented	Name	Affiliation
Pinellas County	Ali Rieman	Pinellas County – Project Coordinator
Pinellas County	Anamarie Rivera	Pinellas County - Environmental Management
Pinellas County	Brian Ellis	Tampa Bay Regional Planning Council
Pinellas County	Cara Serra	Tampa Bay Regional Planning Council
Pinellas County	Cheryl Morales	Pinellas Public Library Cooperative (PPLC)
Pinellas County	CJ Reynolds	Florida Housing Coalition
Pinellas County	David Connor	Pinellas County – Marketing & Communications
Pinellas County	Dawn Forrest	Wright Flood
Pinellas County	Gerry Evenwel	National Flood Experts
Pinellas County	Jessica McKracken	Pinellas County – Emergency Management
Pinellas County	Joe Farrell	Pinellas/Pasco Realtor Organization (PRO)
Pinellas County	John Hibbard	Weisner Insurance
Pinellas County	Kelsey Grentzer	Pinellas County – Marketing & Communications
Pinellas County	Lindsey O'Donnell	Florida Best Quote Insurance
Pinellas County	Lisa Foster	Pinellas County – Floodplain Administrator
Pinellas County	Marty Sorensen	Resident
Pinellas County	Mary Burrell	Pinellas County - Emergency Management
Pinellas County	Marq Caughell	Pinellas County – Public Works Communications
Pinellas County	Scott Nappier	Beach Access – Real Estate Brokerage
Pinellas County	Smita Ambadi	Pinellas County - Planning
Pinellas County	Zahra Andalib	National Flood Experts
Pinellas County	Zorana Kojic	StormSensor
Belleair	Debbie Darling	Belleair CC
Belleair	Keith Bodeker	Belleair - Town of Belleair
Belleair Beach	Aaron Glanz	Belleair Beach – Community Services Administrator
Belleair Beach	Frank Bankard	Resident
Clearwater	Derek Smith	Clearwater – Emergency Management
Clearwater	Jared Leane	Resident
Clearwater	Steve Kessler	Resident
Dunedin	Michelle Montecarlo	City of Dunedin
Gulfport	Clark Streicher	Gulfport - Building Official
Gulfport	Karen Brodeur	WhitCo Insurance Agency
Hillsborough County	Christine Hummel	Hillsborough County – CRS Coordinator
Indian Rocks Beach	Coleen Olson	Indian Rocks Beach – Public Works Administrative Assistant

Jurisdiction Represented	Name	Affiliation
Indian Rocks Beach	Diane Flagg	Resident
Indian Shores	Brian Rusu	Indian Shores - Building Official
Indian Shores	Robert E. Lyons	Sunwest Construction LLC
Madeira Beach	Jenny Rowan	Madeira Beach – Community Development Director
Madeira Beach	Lisa Sheuermann	Madeira Beach – Community Development Program Coordinator
Madeira Beach	Vincent Gadrix	Gulf Beaches Public Library Director
Oldsmar	Daniel Simpson	Oldsmar – Public Works Director
Oldsmar	Doug Bevis	Resident/Realtor
Oldsmar	Felicia Donnelly	Oldsmar – City Manager
Oldsmar	Gregg Silliman	Oldsmar - Code Enforcement Officer
Oldsmar	James Wagner	Oldsmar – Planning & Zoning
Oldsmar	Mandi Clark	Oldsmar – Floodplain & Building Coordinator
Oldsmar	Matt Jackson	Oldsmar – Principal Planner
Oldsmar	Mike Bolan	Mike’s Weather Page
Oldsmar	Tatiana Childress	Oldsmar – Planning & Redevelopment Director
Pinellas Park	Erica Lindquist	Pinellas Park – Planning & Development Services Director
Pinellas Park	Housh Ghovae	Gateway Chamber of Commerce
Pinellas Park	Suzanne Boisvert	Pinellas Park – Emergency Management Coordinator
Pinellas Park	Terry England	Gateway Chamber of Commerce
Pinellas Park	Tiffany Menard	Pinellas Park – Senior Planner
Redington Beach	Annie Fleeting	Next Home Beach Time Realty
Redington Beach	Barry Scarr	Insurance Professional
Redington Beach	Pat English	Resident
Redington Beach	Tim Thompson	JPM Chase
Redington Shores	Bill Blackburn	Blackburn Coastal Realty
Redington Shores	Brian McClure	Charter
Redington Shores	Christy Herig	Resident
Redington Shores	Cynthia Hoyt	Resident
Redington Shores	Dave Motley	Resident
Redington Shores	Michael McGlothlin	Redington Shores – Town Administrator
Safety Harbor	Jessica Wilson	Brightway Insurance
Safety Harbor	Marcie Stenmark	Safety Harbor – Community Development Coordinator
South Pasadena	David Mixson	South Pasadena – Fire Chief
South Pasadena	Robin Miller	Tampa Bay Beaches Chamber of Commerce
St. Petersburg	Angie Phillips	St. Petersburg – Acting Floodplain Administrator
St. Petersburg	Brandi Gabbard	City Council & Real Estate Broker
St. Petersburg	Chris Dailey	Shore Acres Civic Association
St. Petersburg	Frank Malowany	Smith & Associates
St. Petersburg	John Mason	St. Petersburg Council of Neighborhood Associations
St. Pete Beach	Julie Anderson	St. Pete Beach – Building Division Manager
St. Pete Beach	Michael Welch	Resident
St. Pete Beach	Mike Clarke	St. Pete Beach – Public Works Director
Tarpon Springs	David Gilson	Tarpon Springs - Building Official
Tarpon Springs	Joan Jennings	Resident

Jurisdiction Represented	Name	Affiliation
Tarpon Springs	Susan DeCoste	Resident
Treasure Island	Brian Ford	Insurance Resources
Treasure Island	Maryellen Edwards	Treasure Island – Assistant Director
Consultant	Chris Zambito	Atkins
Consultant	Joan Van Stone	CRS Max, Inc.
Consultant	Khan Boupha	Jones Edmunds

2 ASSESSMENT OF PUBLIC INFORMATION NEEDS AND TARGET AUDIENCES

The PPI continues to be implemented for Pinellas County and its 17 participating communities. The committee members met three times in 2023 to evaluate the outreach initiatives and update the plan report, as well as provide input on the LMS. Table 2-1 describes the committee meetings. FRMPIWG meetings are advertised on the County’s website (pinellas.gov/boards-councils-and-committees/flood-risk-and-mitigation-public-information-working-group/) and are open to the public.

Table 2-1 PPI Meetings

Date	Discussion Topics
January 17, 2023	The committee reviewed the status of the LMS and Multi-Jurisdictional PPI; revisited priority audiences and projects; discussed other public information efforts such as new audiences and projects; and reviewed the status of each outreach project for the municipalities. Other notable discussions include the Flood Insurance Community Meeting held by Redington Shores and the landscapers in-person training being altered due to recent legislation, as well as updated messaging for hurricane season. The group also agreed to form a Messaging Task Force which will be a smaller group of existing members who meet once a month to analyze the identified key messages more in-depth and provide recommended changes to the rest of the group for approval and implementation.
May 19, 2023	The committee reviewed the status of the LMS and Multi-Jurisdictional PPI, along with their adoption status. The attendee’s list was discussed and updated for the year to reflect any staff or stakeholder changes, as well as the possibility of the City of Safety Harbor and the City of Dunedin joining the group. Other outreach project initiatives were discussed including standardizing outreach messages for social media campaigns throughout the year, updates to the Real Estate Disclosure Program, and dissemination of Repetitive Loss Area mailouts, as well as Annual Hurricane Preparedness Summits and storm surge signage updates. The changes to the Pinellas County website were discussed and the possible update of the New Homeowner brochure and flyer.

Date	Discussion Topics
October 20, 2023	The committee reviewed the status of the PPI and potential updates to the report, including revising existing messages, creating new projects, adding new topics with accompanying messages such as Resiliency and Sustainability, and the status of the outreach projects. The committee also discussed the LMS for messaging consistency and discussed the annual update. The committee will review the LMS in detail and provide additional comments to County staff to be incorporated into the LMS annual review.

During the meetings, the committee reviewed the types of flooding across the County and how each is being addressed through outreach and mitigation. The priority audiences and messages were also discussed and revised to better reflect new opportunities for reaching audiences and educating them about flood risks.

3 TARGET AUDIENCES

The committee evaluated the previously identified target audiences, which includes residents and businesses for which outreach projects are developed for. The following table outlines the updated list of target audiences.

Table 4-1 Target Audiences

	Audience(s)	Flood Insurance Plan Audience
1	Residents and businesses in Repetitive Loss Areas (RLAs)	Yes
2	Real Estate Professionals	Yes
3	Buyers of Real Estate	Yes
4	Residents and businesses in the Storm Surge (Cat 2), but outside of the FEMA SFHA (X & Surge)	Yes
5	Home Inspectors	Yes
6	County/City Building Inspectors	Yes
7	Architects/Designers/Contractors/Builders	Yes
8	County/City Call Center staff	Yes
9	Landscapers	No
10	Surveyors	Yes
11	Customers of Pinellas County and City services	Yes
12	English Speakers of Other Languages (ESOL)	Yes
13	Doctors, dialysis staff, home healthcare providers	No
14	Residents and businesses in Flood Response Hazard Areas	No
15	Owners of substantially damaged buildings	Yes
16	Residents and businesses affected by flood map changes	Yes
17	County/City staff	Yes
18	Sea Level Rise impacted areas	No
19	Boat Owners/Marinas	No
20	Pet owners	No
21	Seasonal residents	Yes
22	Insurance providers	Yes
23	Condo Association Management Companies	Yes
24	Homeowners Association (HOA)	Yes
25	Universities, Colleges, and Vocational Programs (trade schools)	Yes
26	FDIC insured banks/Lenders/Mortgage	Yes

	Audience(s)	Flood Insurance Plan Audience
27	Local Bar Association - Legal	No
28	Large Companies (e.g., HSN, Valpak, Jabil, etc.)	No
29	Public school students, faculty, staff, parents	No
30	PSTA/Trolley	No
31	St. Pete/Clearwater Airport	No
32	Veterinarians	No
33	Renters	Yes
34	Mobile Homes/Mobile Parks	Yes
35	Churches/Houses of Worship	No
36	Community-Based Groups (VFW, American, Elks, etc.)	No
37	Private Schools	No
38	Daycare Facilities	No
39	Aquarium	No
40	Girl Scouts/Boy Scouts	No
41	Property Appraisers	No

Note: The green highlighted rows are audiences that were added, and the yellow highlighted rows are audiences that were modified.

4 MESSAGES AND OUTCOMES

Outreach campaign messages must be accurate and concise to result in action and positive outcomes. This year, the committee established a task force to evaluate existing key messages and identify any updates to be agreed upon by the entire committee. The committee plans to approve the updated key messages for use in 2024.

5 PROGRAM FOR PUBLIC INFORMATION (PPI) PROJECTS

In addition to discussing the effectiveness of each outreach initiative and message, new projects, such as the Tampa Bay News inserts, were also developed to streamline the coordination of messaging and better communicate to the public. Appendix B details the projects and includes the status of each.

FRMPIWG SHAREPOINT TOOLKIT

The FRMPIWG SharePoint toolkit, maintained by Pinellas County, allows the participating communities to access PPI and LMS resources, including outreach project templates. Communities can also upload completed project documentation. The toolkit addresses the needs of the participating communities to better coordinate messages and projects. Communities can view outreach messages of other communities as well as edit and upload their own content. The toolkit also provides templates for brochures, community newsletters, repetitive loss area letters and other valuable tools they can use to better communicate with residents about flood hazards and measures they can take to reduce risks. The toolkit also serves as a means to document and track the status of outreach initiatives.

Since its inception in 2020, the committee has updated the toolkit with a more modern, user-friendly interface. The toolkit has evolved beyond outreach to meet further needs of the participating communities by providing calendar notifications of pertinent outreach events and allowing the download of other documents, such as LMS documentation and the Flood Warning and Response Plan.

FLOOD RESPONSE PLAN

The committee has identified a two-part update for the Flood Response Toolkit. Part One is updating the messaging to reflect concise actions by the municipalities and direct messaging to the public. Part Two will allow for better organization and easier searching capabilities. Part One is planned to be completed before the 2024 Hurricane Season. Part Two is planned to be completed by the end of 2024. In addition, a new 2023 Hurricane Preparedness Guide was developed by the County, in conjunction with Tampa Bay Times, to update emergency contact information, provide additional preparation guidelines for pets, and provide improved messaging geared towards timelines for impending storms.

This year, the County's Emergency Management Department completed an in-person, full activation hurricane exercise called "Hurricane Asher". The exercise included County employees as well as municipalities, utilities, shelters, and other partners. The Flood Response Plan was revised to reflect the lessons learned following the event.

6 FLOOD INSURANCE IMPROVEMENT PLAN

The committee reviewed and updated the flood insurance improvement plan. In October 2023, the County received the updated policy claims and repetitive loss information. Appendix B details the updates to the plan.

Appendix A

Status of PPI Project

[illegible]

330 OUTREACH PROJECTS WORKSHEET

Projects Implemented Countywide			Newly Implemented Projects					Identified but Not Implemented Projects																									
Project ID	Outreach Projects	Description	CPI?	Target Audience	STK?	Countywide Reach	Unincorp	Belleair	Belleair Beach	Belleair Bluffs	Belleair Shore	Clearwater	Dunedin	Gulfport	Indian Rocks Beach	Indian Shores	Kenneth City	Largo	Madeira Beach	North Redington Beach	Oldsmar	Pinellas Park	Redington Beach	Redington Shores	Safety Harbor	Seminole	South Pasadena	St. Pete Beach	St. Petersburg	Tarpon Springs	Treasure Island		
OP#15	Vehicle Wraps	Natural functions messages, such as Only Rain Down Drain are wrapped on vehicles. All vehicles can be see across the county and out of the county when vehicles are used for business travel.	N	No target audience	N	N	Y	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N		
OP#16	Bus Wraps	Natural functions messages, such as Only Rain Down Drain are wrapped on public transportation busses. All busses can be see across the county.	N	No target audience	Y	Y																											
OP#17	LMS and PPI Annual Update Press Release	LMS and PPI annual reports submitted to the governing body, released to the media, and made available to the public	N	No target audience	N	Y																											
OP#18	Scheduled Social Media Posts (Facebook)	Defined Social Media posts that cover all topics	Y	No target audience	N	N	Y	Y	N			N		N	Y	N			Y		Y	N	N	N	N	N	N	N	N	Y	Y	Y	
OP#19	Scheduled Social Media Posts (Instagram)	Defined Social Media posts that cover all topics	Y	No target audience	N	N	Y	Y	N			N		N	N	N			N		Y	N	N	N	N	N	N	N	N	Y	Y	Y	
OP#20	Scheduled Social Media Posts (Twitter)	Defined Social Media posts that cover all topics	Y	No target audience	N	N	Y	Y	N			N		N	Y	N			Y		Y	N	N	N	N	N	N	N	N	N	Y	Y	
OP#21	E-News/E-Lert	Email blasts from the community sent to citizens who opt-in. Topics may include floodplain management, environmental news, and public safety.	N	No target audience	N	N	Y	Y	Y	N	N	N	N	N	Y	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	Y	Y	Y	
OP#22	Newsletter(s)	Newsletter from the community distrubuted by multiple dissemination methods, such as email blasts, mailers, and articles in neighborhood newsletters/magazines	Y	Varies	N	N	N	Y	Y	N	N	N	N	N	Y	N	N	N	N	N	Y	Y	N	Y	N	N	N	N	N	Y	Y	Y	
OP#23	CRS Users Group Meetings	Meetings for community officials involved in, looking to be involved in, or just interest in learning about different topics related to CRS and best practices for accomplishing activities.	Y	No target audience	N	Y																											
OP#24	Pinellas County's Speakers Bureau	Organized events in neighborhoods or offices to learn more about your flood risk, flood insurance, property protection, preparedness and safety, and natural floodplains.	Y	Varies	N	Y																											
OP#25	New Homeowner Brochure	Brochure for new homeowners to introduce them to Pinellas County watersheds and flood risks.	Y	New Homeowners	N	N	Y	Y	N			N		N	N	N			N		N	N	Y	N	N	N	N	N	N	N	N	N	
OP#26	Hurricane Season Press Release	An annual press release reminding citizen of the upcoming Hurricane Season with preparation tips.	Y	No target audience	N	Y																											
OP#27	Parks & Recreation Educational Materials	Educational material placed in parks and recreational facilities about the watersheds and environmental aspects of the area.	N	No target audience	N	N	Y	N	Y			N		N	Y	Y			N		Y	N	Y	N	N		N	N	Y	Y	N		
OP#28	Informational Videos	Flood related informational videos for residents and businesses disseminated by various methods	Y	No target audience	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	Y	N	Y	N	N	N	N	N	N	N	Y	Y
OP#29	Homeowners Association Meetings	Meetings from Homeowners Associations	Y	Homeowner's Associations	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	Y	N	N	N	N	N	Y	N	N	
OP#30	Tampa Bay Newspapers Full-Page Spread	Flood related reminders, including for residents to review their insurance coverage and consider adding flood insurance, and promote flood insurance technical assistance. Other flood related messages are included.	Y	No target audience	N	N	Y	Y	Y	Y	Y	Y		Y	Y	Y		Y	Y		N	N	Y	Y	N		Y	Y	N	Y	Y		
OP#31	Community Workshops / Meetings	Flood related informational workshops or meetings (virtual or in-person) for residents and businesses held separately from Commission or Board meetings. Some examples are Citizen's Academy, City Council Flood Education Workshops, City Boards Flood Education Workshops, etc.	Y	Varies	N	N	Y	N	N			N		N	N	Y			Y		Y	N	Y	Y	N		N	N	Y	Y	Y		
OP#32	Only Rain Down the Drain Posted Signage	Posted Signage reminding residents and visitors Only Rain Down the Drain	N	No target audience	N	N	N	Y	N			N		N	N	Y			N		Y		N	N	N		N	N	Y	Y	N		

[illegible]

Appendix B

Flood Insurance Improvement Plan

**PINELLAS COUNTY
PROGRAM FOR PUBLIC INFORMATION
ANNUAL REPORT
FOR
FLOOD INSURANCE COVERAGE IMPROVEMENT PLAN**

Pinellas County | January, 2024



TABLE OF CONTENTS

TABLE OF CONTENTS I

LIST OF TABLES I

1 INTRODUCTION..... 1

2 FLOOD INSURANCE COVERAGE ASSESSMENT2-1

 Review of Flood Insurance Policy Data.....2-1

LIST OF TABLES

Table 1: Community NFIP PIF and Premium Summary 2021-2023 2

Table 2: Change in NFIP PIF 2021 to 2023..... 4

Table 3: Countywide NFIP PIF by FEMA Flood Zone and Structure Type 6

Table 4 Policies in Force by Jurisdiction and Building Type 8

1 INTRODUCTION

This annual report presents the ongoing status of the Pinellas County Flood Insurance Coverage Improvement Plan which is developed and coordinated by the multi-jurisdictional Pinellas County Flood Risk and Mitigation Public Information Working Group (FRMPIWG) who serves as the Flood Insurance Assessment and Improvement Plan Committee. The FRMPIWG is also responsible for developing and coordinating the efforts of the multi-jurisdictional Program for Public Information Program (PPI), Floodplain Management, Flood Warning and Response, and providing input to the multi-jurisdictional Local Mitigation Strategy (LMS). The FRMPIWG includes representatives from the community's floodplain management division and the public information office as well as representatives from local insurance agencies.

The Flood Insurance Coverage Improvement Plan includes all unincorporated areas of Pinellas County and the following municipalities who are represented in the committee members:

- Town of Belleair
- City of Belleair Beach
- City of Clearwater
- City of Gulfport
- City of Indian Rocks Beach
- Town of Indian Shores
- City of Madeira Beach
- City of Oldsmar
- City of Pinellas Park
- Town of Redington Beach
- Town of Redington Shores
- City of Safety Harbor
- City of South Pasadena
- City of St. Petersburg
- City of St. Pete Beach
- City of Tarpon Springs
- City of Treasure Island

Note: In 2023, the City of Safety Harbor joined the program.

2 FLOOD INSURANCE COVERAGE ASSESSMENT

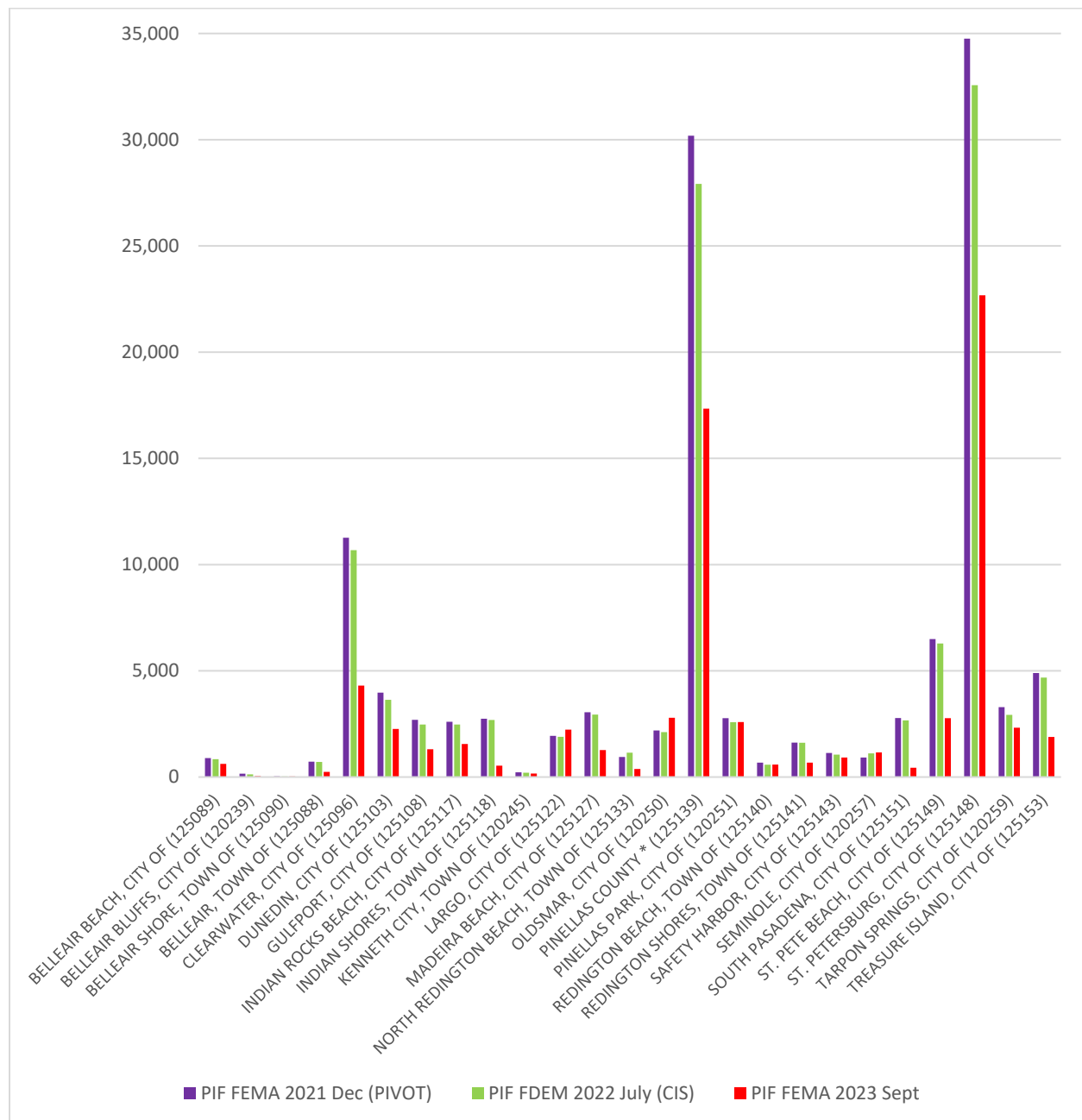
REVIEW OF FLOOD INSURANCE POLICY DATA

Flood insurance policy data was provided by FEMA to the County in October 2023. The provided data included the community's name, address, and policy effective date for active contracts. The 2023 data lacked additional information that was provided in past years, such as premium amounts. Additionally, there were 19,008 Policies in Force (PIF) with the community's name listed as 'UNKNOWN'. As such, these addresses were geocoded and spatially joined to parcel data to estimate the community. There were 1,721 provided addresses that were not located. A comparison of the active contracts for the past three years can be found in Table 1 and Figure 1. Note that the 2023 data is based on the assumed community from the address geolocation and does not include premium data.

Table 1: Community NFIP PIF and Premium Summary 2021-2023

Community Name (Number)	PIF FEMA Dec 2021	Premiums FEMA Dec 2021	PIF FDEM July 2022	Premiums FDEM July 2022	PIF FEMA Sept 2023 (geocoded community)	Premiums FEMA Sept 2023
Belleair Beach, City Of (125089)	893	\$1,560,881	841	\$1,345,584	621	No Data Provided By FEMA
Belleair Bluffs, City Of (120239)	158	\$56,996	126	\$39,031	40	No Data Provided By FEMA
Belleair Shore, Town Of (125090)	32	\$109,047	29	\$80,676	30	No Data Provided By FEMA
Belleair, Town Of (125088)	726	\$432,809	710	\$387,549	242	No Data Provided By FEMA
Clearwater, City Of (125096)	11,267	\$8,426,272	10,680	\$7,252,485	4,305	No Data Provided By FEMA
Dunedin, City Of (125103)	3,973	\$3,683,880	3,635	\$3,083,703	2,262	No Data Provided By FEMA
Gulfport, City Of (125108)	2,693	\$1,847,712	2,471	\$1,564,287	1,311	No Data Provided By FEMA
Indian Rocks Beach, City Of (125117)	2,599	\$2,472,764	2,475	\$2,216,738	1,554	No Data Provided By FEMA
Indian Shores, Town Of (125118)	2,742	\$1,610,169	2,687	\$1,374,573	538	No Data Provided By FEMA
Kenneth City, Town Of (120245)	225	\$147,271	206	\$130,062	162	No Data Provided By FEMA
Largo, City Of (125122)	1,939	\$1,362,598	1,896	\$1,338,335	2,234	No Data Provided By FEMA
Madeira Beach, City Of (125127)	3,049	\$3,483,043	2,937	\$3,142,950	1,268	No Data Provided By FEMA
North Redington Beach, Town Of (125133)	942	\$884,361	1,144	\$889,380	379	No Data Provided By FEMA
Oldsmar, City Of (120250)	2,192	\$1,977,153	2,116	\$1,924,680	2,793	No Data Provided By FEMA
Pinellas County * (125139)	30,187	\$20,997,595	27,917	\$17,524,450	17,341	No Data Provided By FEMA
Pinellas Park, City Of (120251)	2,771	\$1,999,020	2,582	\$1,749,831	2,586	No Data Provided By FEMA
Redington Beach, Town Of (125140)	677	\$1,371,739	583	\$1,223,179	585	No Data Provided By FEMA
Redington Shores, Town Of (125141)	1,622	\$1,196,693	1,611	\$1,126,617	679	No Data Provided By FEMA
Safety Harbor, City Of (125143)	1,132	\$630,994	1,057	\$585,077	917	No Data Provided By FEMA
Seminole, City Of (120257)	918	\$452,696	1,111	\$591,036	1,161	No Data Provided By FEMA
South Pasadena, City Of (125151)	2,777	\$2,123,167	2,665	\$1,839,217	438	No Data Provided By FEMA
St. Pete Beach, City Of (125149)	6,493	\$8,326,899	6,286	\$7,487,171	2,774	No Data Provided By FEMA
St. Petersburg, City Of (125148)	34,754	\$35,746,131	32,564	\$31,572,823	22,674	No Data Provided By FEMA
Tarpon Springs, City Of (120259)	3,291	\$2,978,912	2,928	\$2,583,057	2,322	No Data Provided By FEMA
Treasure Island, City Of (125153)	4,898	\$5,165,872	4,683	\$4,748,136	1,887	No Data Provided By FEMA

Figure 1: Community NFIP PIF Summary 2021-2023



Since Risk Rating 2.0 began in 2021, there has been a decrease in NFIP policy counts year to year for most of the Pinellas County communities (Table 2). It is unclear how many people dropped NFIP policies to purchase flood insurance through a private insurer or how many people chose to not renew their NFIP policies because of increased rates. The consistent decreasing number of NFIP policies is concerning and the working group will continue to identify, improve, and implement outreach to educate the public about the benefits of insurance coverage following a flood. Countywide, the majority of the PIF in 2023 were for single family homes in the FEMA Special Flood Hazard Area (SFHA) (Table 3). As such, a focus on outreach to residential properties will take precedence.

Table 2: Change in NFIP PIF 2021 to 2023

Community Name (Number)	PIF FEMA Dec 2021	PIF FDEM July 2022	PIF FEMA Sept 2023 (geocoded community)	PIF Change 2021 to 2023 (geocode not raw data)
Belleair Beach, City Of (125089)	893	841	621	-272
Belleair Bluffs, City Of (120239)	158	126	40	-118
Belleair Shore, Town Of (125090)	32	29	30	-2
Belleair, Town Of (125088)	726	710	242	-484
Clearwater, City Of (125096)	11,267	10,680	4,305	-6,962
Dunedin, City Of (125103)	3,973	3,635	2,262	-1,711
Gulfport, City Of (125108)	2,693	2,471	1,311	-1,382
Indian Rocks Beach, City Of (125117)	2,599	2,475	1,554	-1,045
Indian Shores, Town Of (125118)	2,742	2,687	538	-2,204
Kenneth City, Town Of (120245)	225	206	162	-63
Largo, City Of (125122)	1,939	1,896	2,234	295
Madeira Beach, City Of (125127)	3,049	2,937	1,268	-1,781
North Redington Beach, Town Of (125133)	942	1,144	379	-563
Oldsmar, City Of (120250)	2,192	2,116	2,793	601
Pinellas County * (125139)	30,187	27,917	17,341	-12,846
Pinellas Park, City Of (120251)	2,771	2,582	2,586	-185
Redington Beach, Town Of (125140)	677	583	585	-92
Redington Shores, Town Of (125141)	1,622	1,611	679	-943
Safety Harbor, City Of (125143)	1,132	1,057	917	-215
Seminole, City Of (120257)	918	1,111	1,161	243
South Pasadena, City Of (125151)	2,777	2,665	438	-2,339
St. Pete Beach, City Of (125149)	6,493	6,286	2,774	-3,719
St. Petersburg, City Of (125148)	34,754	32,564	22,674	-12,080
Tarpon Springs, City Of (120259)	3,291	2,928	2,322	-969
Treasure Island, City Of (125153)	4,898	4,683	1,887	-3,011

Figure 2: Countywide NFIP PIF by FEMA Flood Zone and Structure Type

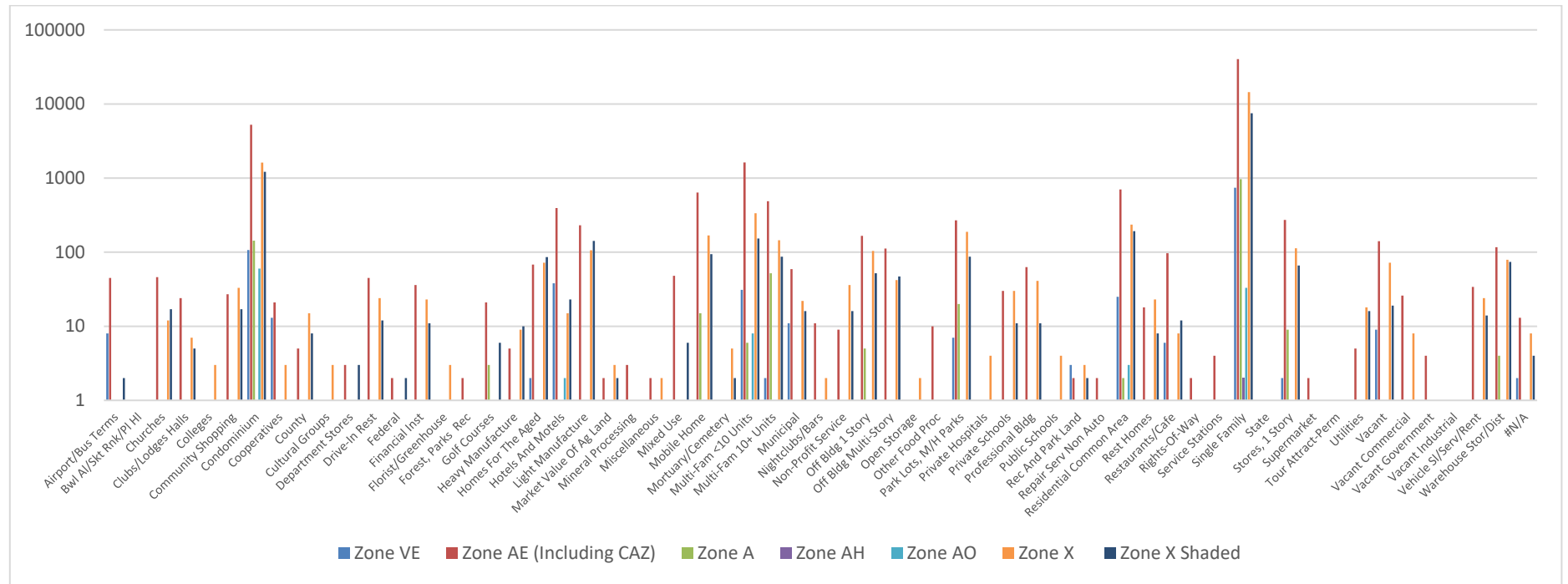


Table 3: Countywide NFIP PIF by FEMA Flood Zone and Structure Type

Use	Zone VE	Zone AE (Including CAZ)	Zone A	Zone AH	Zone AO	Zone X	Zone X Shaded
Airport/Bus Terms	8	45	0	0	0	0	2
Bwl Al/Skt Rnk/PI HI	0	1	0	0	0	0	1
Churches	0	46	0	0	0	12	17
Clubs/Lodges Halls	1	24	0	0	0	7	5
Colleges	0	0	0	0	0	3	0
Community Shopping	0	27	1	0	0	33	17
Condominium	107	5,250	143	0	60	1,620	1,218
Cooperatives	13	21	0	0	0	3	0
County	0	5	0	0	0	15	8
Cultural Groups	0	1	0	0	0	3	1
Department Stores	0	3	0	0	0	0	3
Drive-In Rest	0	45	0	0	0	24	12
Federal	0	2	0	0	0	0	2
Financial Inst	0	36	0	0	0	23	11
Florist/Greenhouse	0	1	0	0	0	3	0
Forest, Parks Rec	1	2	0	0	0	0	0
Golf Courses	0	21	3	0	0	1	6
Heavy Manufacture	0	5	0	0	0	9	10
Homes For the Aged	2	68	0	0	0	72	86
Hotels And Motels	38	395	0	0	2	15	23
Light Manufacture	0	231	1	0	0	106	142
Market Value of Ag Land	0	2	0	0	0	3	2
Mineral Processing	0	3	0	0	0	0	0
Miscellaneous	0	2	1	0	0	2	0
Mixed Use	0	48	0	0	0	1	6
Mobile Home	1	639	15	0	0	168	94
Mortuary/Cemetery	0	1	0	0	0	5	2
Multi-Fam <10 Units	31	1,628	6	0	8	335	153
Multi-Fam 10+ Units	2	488	52	0	0	145	87
Municipal	11	59	0	0	0	22	16
Nightclubs/Bars	0	11	0	0	0	2	1
Non-Profit Service	0	9	0	0	0	36	16
Off Bldg 1 Story	0	166	5	0	0	104	52

Use	Zone VE	Zone AE (Including CAZ)	Zone A	Zone AH	Zone AO	Zone X	Zone X Shaded
Off Bldg Multi-Story	0	112	0	0	0	42	47
Open Storage	0	0	0	0	0	2	0
Other Food Proc	0	10	0	0	0	0	0
Park Lots, M/H Parks	7	269	20	0	1	188	87
Private Hospitals	0	0	0	0	0	4	0
Private Schools	0	30	1	0	0	30	11
Professional Bldg	0	63	1	0	0	41	11
Public Schools	0	0	0	0	0	4	0
Rec And Park Land	3	2	0	0	0	3	2
Repair Serv Non-Auto	0	2	0	0	0	1	0
Residential Common Area	25	703	2	0	3	236	192
Rest Homes	1	18	0	0	0	23	8
Restaurants/Cafe	6	97	1	0	0	8	12
Rights-Of-Way	0	2	0	0	0	1	1
Service Stations	0	4	0	0	0	0	0
Single Family	742	40,292	966	2	33	14,470	72,505
State	0	1	0	0	0	0	0
Stores, 1 Story	2	273	9	0	1	113	66
Supermarket	0	2	0	0	0	1	0
Tour Attract-Perm	0	0	0	0	0	1	0
Utilities	0	5	0	0	0	18	16
Vacant	9	141	0	0	1	72	19
Vacant Commercial	0	26	0	0	0	8	1
Vacant Government	0	4	0	0	0	0	0
Vacant Industrial	0	0	0	0	0	1	0
Vehicle SI/Serv/Rent	0	34	1	0	0	24	14
Warehouse Stor/Dist	0	117	4	0	0	79	74
#N/A	2	13	0	0	0	8	4
Grand Total	1,012	51,505	1,232	2	109	18,150	10,063

Table 4 Policies in Force by Jurisdiction and Building Type

Use	Count per Community
BELLEAIR BEACH, CITY OF	621
Condominium	61
Hotels And Motels	5
Multi-Fam <10 Units	2
Municipal	3
Residential Common Area	20
Single Family	530
BELLEAIR BLUFFS, CITY OF	40
Condominium	13
Multi-Fam <10 Units	1
Off Bldg 1 Story	1
Single Family	23
Stores, 1 Story	2
BELLEAIR SHORE, TOWN OF	30
Single Family	30
BELLEAIR, TOWN OF	242
Condominium	28
Multi-Fam <10 Units	3
Professional Bldg	1
Residential Common Area	2
Single Family	207
Vacant	1
CLEARWATER, CITY OF	4,305
Airport/Bus Terms	2
Churches	4
Clubs/Lodges Halls	4
Community Shopping	10
Condominium	654
Cooperatives	2
Drive-In Rest	2
Financial Inst	5
Golf Courses	2
Homes For The Aged	1
Hotels And Motels	67
Light Manufacture	20
Miscellaneous	1
Mixed Use	18
Mobile Home	44
Multi-Fam <10 Units	147
Multi-Fam 10+ Units	127
Municipal	15
Nightclubs/Bars	1
Non-Profit Service	5
Off Bldg 1 Story	53
Off Bldg Multi-Story	13
Park Lots, M/H Parks	29
Private Schools	4
Professional Bldg	5
Residential Common Area	125

Use	Count per Community
Rest Homes	8
Restaurants/Cafe	17
Service Stations	2
Single Family	2,836
Stores, 1 Story	28
Utilities	2
Vacant	9
Vacant Commercial	9
Vehicle SI/Serv/Rent	6
Warehouse Stor/Dist	25
#N/A	3
DUNEDIN, CITY OF	2,262
Churches	2
Clubs/Lodges Halls	1
Community Shopping	5
Condominium	293
Drive-In Rest	1
Homes For The Aged	4
Hotels And Motels	7
Mobile Home	17
Multi-Fam <10 Units	59
Multi-Fam 10+ Units	6
Municipal	2
Off Bldg 1 Story	21
Park Lots, M/H Parks	44
Private Schools	1
Professional Bldg	3
Residential Common Area	42
Rest Homes	2
Restaurants/Cafe	1
Single Family	1,734
Stores, 1 Story	9
Vacant	3
Vacant Commercial	1
Vehicle SI/Serv/Rent	2
Warehouse Stor/Dist	2
GULFPORT, CITY OF	1,311
Airport/Bus Terms	2
Clubs/Lodges Halls	2
Colleges	1
Condominium	117
Hotels And Motels	1
Mixed Use	1
Multi-Fam <10 Units	91
Multi-Fam 10+ Units	10
Municipal	2
Off Bldg 1 Story	5
Private Schools	14
Residential Common Area	6
Restaurants/Cafe	3
Single Family	1,050

Use	Count per Community
Stores, 1 Story	3
Vacant	1
Warehouse Stor/Dist	1
#N/A	1
INDIAN ROCKS BEACH, CITY OF	1,554
Churches	1
Clubs/Lodges Halls	1
Condominium	281
Hotels And Motels	15
Mixed Use	3
Multi-Fam <10 Units	167
Multi-Fam 10+ Units	3
Municipal	2
Nightclubs/Bars	4
Off Bldg 1 Story	5
Residential Common Area	25
Restaurants/Cafe	9
Single Family	1,028
Stores, 1 Story	5
Vacant	4
Vacant Commercial	1
INDIAN SHORES, TOWN OF	538
Condominium	195
Golf Courses	1
Hotels And Motels	34
Mixed Use	1
Multi-Fam <10 Units	29
Municipal	1
Off Bldg 1 Story	4
Residential Common Area	50
Restaurants/Cafe	2
Single Family	213
Stores, 1 Story	2
Vacant	5
Vacant Commercial	1
KENNETH CITY, TOWN OF	162
Condominium	15
Drive-In Rest	1
Rest Homes	2
Restaurants/Cafe	1
Single Family	141
Stores, 1 Story	2
LARGO, CITY OF	2,234
Churches	4
Condominium	176
Drive-In Rest	8
Homes For The Aged	5
Hotels And Motels	1
Light Manufacture	18
Market Value Of Ag Land	1
Miscellaneous	1

Use	Count per Community
Mobile Home	110
Multi-Fam <10 Units	28
Multi-Fam 10+ Units	52
Non-Profit Service	6
Off Bldg 1 Story	10
Off Bldg Multi-Story	14
Park Lots, M/H Parks	72
Private Hospitals	1
Private Schools	2
Professional Bldg	7
Rec And Park Land	1
Residential Common Area	26
Rest Homes	3
Single Family	1,609
Stores, 1 Story	22
Vacant	40
Vacant Commercial	1
Vehicle Sl/Serv/Rent	7
Warehouse Stor/Dist	9
MADEIRA BEACH, CITY OF	1,268
Airport/Bus Terms	2
Clubs/Lodges Halls	2
Community Shopping	2
Condominium	143
Forest, Parks Rec	2
Golf Courses	1
Hotels And Motels	44
Mixed Use	3
Multi-Fam <10 Units	194
Multi-Fam 10+ Units	1
Municipal	6
Off Bldg 1 Story	6
Off Bldg Multi-Story	1
Other Food Proc	3
Professional Bldg	1
Residential Common Area	13
Restaurants/Cafe	7
Single Family	796
Stores, 1 Story	27
Vacant	12
Vacant Commercial	1
#N/A	1
NORTH REDINGTON BEACH, TOWN OF	379
Condominium	55
Hotels And Motels	11
Mixed Use	1
Multi-Fam <10 Units	3
Residential Common Area	12
Restaurants/Cafe	1
Single Family	291
Stores, 1 Story	3

Use	Count per Community
Vacant	2
OLDSMAR, CITY OF	2,793
Airport/Bus Terms	1
Clubs/Lodges Halls	1
Community Shopping	1
Condominium	1
Drive-In Rest	5
Financial Inst	5
Hotels And Motels	5
Light Manufacture	79
Mobile Home	252
Mortuary/Cemetery	1
Multi-Fam <10 Units	69
Multi-Fam 10+ Units	36
Municipal	12
Off Bldg 1 Story	25
Off Bldg Multi-Story	4
Park Lots, M/H Parks	1
Private Schools	2
Professional Bldg	5
Residential Common Area	6
Rest Homes	1
Single Family	2,221
Stores, 1 Story	26
Supermarket	1
Vacant	1
Vehicle Sl/Serv/Rent	3
Warehouse Stor/Dist	29
PINELLAS COUNTY *	17,341
Airport/Bus Terms	22
Churches	6
Clubs/Lodges Halls	8
Community Shopping	5
Condominium	1,637
County	20
Cultural Groups	2
Drive-In Rest	3
Federal	2
Financial Inst	15
Florist/Greenhouse	3
Golf Courses	10
Heavy Manufacture	3
Homes For The Aged	7
Hotels And Motels	22
Light Manufacture	73
Market Value Of Ag Land	3
Mineral Processing	3
Miscellaneous	1
Mixed Use	6
Mobile Home	179
Multi-Fam <10 Units	221

Use	Count per Community
Multi-Fam 10+ Units	53
Municipal	1
Nightclubs/Bars	1
Non-Profit Service	6
Off Bldg 1 Story	39
Off Bldg Multi-Story	17
Open Storage	2
Other Food Proc	1
Park Lots, M/H Parks	139
Private Schools	3
Professional Bldg	18
Public Schools	3
Rec And Park Land	7
Residential Common Area	174
Rest Homes	6
Restaurants/Cafe	11
Single Family	14,461
Stores, 1 Story	43
Supermarket	1
Utilities	1
Vacant	30
Vehicle Sl/Serv/Rent	23
Warehouse Stor/Dist	45
#N/A	5
PINELLAS PARK, CITY OF	2,586
Churches	7
Clubs/Lodges Halls	1
Community Shopping	12
Condominium	470
Drive-In Rest	3
Financial Inst	6
Heavy Manufacture	1
Homes For The Aged	2
Hotels And Motels	4
Light Manufacture	97
Market Value Of Ag Land	1
Mobile Home	28
Mortuary/Cemetery	2
Multi-Fam <10 Units	23
Multi-Fam 10+ Units	20
Municipal	5
Non-Profit Service	15
Off Bldg 1 Story	15
Off Bldg Multi-Story	1
Other Food Proc	1
Park Lots, M/H Parks	9
Private Schools	4
Professional Bldg	6
Residential Common Area	24
Rest Homes	1
Restaurants/Cafe	4

Use	Count per Community
Single Family	1,721
Stores, 1 Story	28
Vacant	19
Vacant Commercial	4
Vacant Industrial	1
Vehicle Sl/Serv/Rent	4
Warehouse Stor/Dist	47
REDINGTON BEACH, TOWN OF	585
Condominium	19
Cooperatives	3
Hotels And Motels	7
Multi-Fam <10 Units	3
Municipal	1
Off Bldg 1 Story	1
Single Family	542
Vacant	6
Vacant Government	3
REDINGTON SHORES, TOWN OF	679
Condominium	44
Hotels And Motels	11
Multi-Fam <10 Units	59
Municipal	1
Nightclubs/Bars	1
Off Bldg 1 Story	1
Residential Common Area	32
Restaurants/Cafe	2
Single Family	520
Stores, 1 Story	3
Vacant	5
SAFETY HARBOR, CITY OF	917
Condominium	28
Cultural Groups	1
Hotels And Motels	2
Light Manufacture	1
Miscellaneous	1
Mobile Home	34
Multi-Fam <10 Units	5
Off Bldg 1 Story	3
Off Bldg Multi-Story	2
Park Lots, M/H Parks	4
Residential Common Area	2
Single Family	827
Stores, 1 Story	6
Warehouse Stor/Dist	1
SEMINOLE, CITY OF	1,161
Bwl Al/Skt Rnk/Pl HI	1
Churches	1
Community Shopping	1
Condominium	233
Cooperatives	3
Department Stores	3

Use	Count per Community
Drive-In Rest	3
Golf Courses	3
Heavy Manufacture	1
Homes For The Aged	2
Hotels And Motels	1
Mobile Home	14
Multi-Fam <10 Units	3
Multi-Fam 10+ Units	2
Off Bldg 1 Story	2
Park Lots, M/H Parks	40
Private Schools	1
Professional Bldg	5
Residential Common Area	55
Rest Homes	1
Restaurants/Cafe	1
Single Family	766
Stores, 1 Story	11
Utilities	1
Vehicle Sl/Serv/Rent	2
Warehouse Stor/Dist	4
#N/A	1
SOUTH PASADENA, CITY OF	438
Community Shopping	1
Condominium	184
Cooperatives	3
Drive-In Rest	2
Financial Inst	2
Homes For The Aged	3
Multi-Fam <10 Units	4
Multi-Fam 10+ Units	12
Municipal	3
Off Bldg 1 Story	1
Off Bldg Multi-Story	3
Park Lots, M/H Parks	42
Repair Serv Non Auto	1
Residential Common Area	9
Rest Homes	2
Restaurants/Cafe	5
Single Family	151
Stores, 1 Story	8
Warehouse Stor/Dist	2
ST. PETE BEACH, CITY OF	2,774
Airport/Bus Terms	1
Churches	1
Community Shopping	2
Condominium	320
Cooperatives	6
Drive-In Rest	5
Financial Inst	9
Hotels And Motels	99
Mixed Use	7

Use	Count per Community
Multi-Fam <10 Units	205
Multi-Fam 10+ Units	18
Municipal	9
Nightclubs/Bars	1
Off Bldg 1 Story	7
Professional Bldg	5
Residential Common Area	32
Restaurants/Cafe	18
Single Family	1,973
Stores, 1 Story	38
Supermarket	1
Utilities	1
Vacant	10
Vacant Commercial	2
Vacant Government	1
Vehicle SI/Serv/Rent	2
Warehouse Stor/Dist	1
ST. PETERSBURG, CITY OF	22,674
Airport/Bus Terms	14
Churches	31
Clubs/Lodges Halls	7
Colleges	2
Community Shopping	18
Condominium	1,554
Cultural Groups	1
Drive-In Rest	32
Financial Inst	15
Florist/Greenhouse	1
Golf Courses	8
Heavy Manufacture	8
Homes For The Aged	115
Hotels And Motels	19
Light Manufacture	45
Miscellaneous	1
Mixed Use	6
Mobile Home	120
Mortuary/Cemetery	2
Multi-Fam <10 Units	455
Multi-Fam 10+ Units	323
Municipal	14
Nightclubs/Bars	1
Non-Profit Service	12
Off Bldg 1 Story	70
Off Bldg Multi-Story	97
Other Food Proc	2
Park Lots, M/H Parks	80
Private Schools	29
Professional Bldg	44
Public Schools	1
Repair Serv Non Auto	2
Residential Common Area	190

Use	Count per Community
Rest Homes	14
Restaurants/Cafe	12
Rights-Of-Way	2
Service Stations	2
Single Family	19,094
State	1
Stores, 1 Story	101
Tour Attract-Perm	1
Utilities	17
Vacant	56
Vacant Commercial	10
Vehicle Sl/Serv/Rent	9
Warehouse Stor/Dist	28
#N/A	8
TARPON SPRINGS, CITY OF	2,322
Airport/Bus Terms	2
Clubs/Lodges Halls	3
Community Shopping	4
Condominium	141
Drive-In Rest	2
Financial Inst	2
Forest, Parks Rec	1
Heavy Manufacture	1
Homes For The Aged	1
Light Manufacture	4
Mobile Home	24
Mortuary/Cemetery	1
Multi-Fam <10 Units	37
Multi-Fam 10+ Units	14
Municipal	5
Non-Profit Service	1
Off Bldg 1 Story	3
Off Bldg Multi-Story	2
Other Food Proc	3
Park Lots, M/H Parks	20
Private Hospitals	3
Private Schools	1
Professional Bldg	2
Residential Common Area	24
Rest Homes	1
Restaurants/Cafe	8
Rights-Of-Way	1
Single Family	1,988
Stores, 1 Story	15
Utilities	1
Vacant	1
Warehouse Stor/Dist	6
TREASURE ISLAND, CITY OF	1,887
Airport/Bus Terms	1
Churches	1
Clubs/Lodges Halls	1

Use	Count per Community
Condominium	389
Cooperatives	7
Drive-In Rest	2
Hotels And Motels	55
Light Manufacture	1
Mixed Use	3
Multi-Fam <10 Units	173
Multi-Fam 10+ Units	8
Municipal	4
Nightclubs/Bars	4
Off Bldg 1 Story	2
Professional Bldg	3
Residential Common Area	74
Restaurants/Cafe	4
Single Family	1,126
Stores, 1 Story	13
Vacant	9
Vacant Commercial	4
Vehicle Sl/Serv/Rent	1
#N/A	2
UNKNOWN COMMUNITY	1,721
Grand Total	72,824

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: March 28, 2024

SUBJECT: Statewide Mutual Aid Agreement with the State of Florida, Division of
Emergency Management

Recommendation:

Approval of a new Statewide Mutual Aid Agreement (SMAA) with the State of Florida, Division of Emergency Management.

History:

The SMAA provides local governments a standard compact for both giving and receiving assistance during and immediately following a disaster. Historically, Pinellas County extended coverage to the municipalities within its jurisdiction for mutual aid. The last SMAA was extended in 2018.

Background:

Chapter 252, Florida Statutes, provides each local government of the State of Florida, the authority to develop and enter into a mutual aid agreement with the State for reciprocal emergency aid. Under the new agreement (2023 version), all jurisdictions can sign the agreement, enabling direct payments to be processed directly to the jurisdictions. Due to changes in funding and payment mechanisms, this can prevent delays in mutual aid assignments to Belleair Beach.

Attachments:

1. STATEWIDE MUTUAL AID AGREEMENT - 2023



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

City of Belleair Beach

APRIL 8, 2024 – 6:00 PM



RECOMMENDATION:

Staff requests that Council use the process for appointment of the Councilmember as outlined

DATE: March 28, 2024
TO: Mayor and City Council
FROM: Renee Rose, City Clerk
SUBJECT: Appointment of City Councilmember

Background

The following residents have applied to fill the vacated council seats. Each applicant was verified through the Pinellas County Supervisor of Elections Office as a registered voter in the City of Belleair Beach immediately preceding the first day of qualification for election as stated in the City Charter. As per the City Charter the appointee shall hold office until the next election in the City on November 3, 2026.

- Doug Prescott, Jr., 108 22nd Street
- David Tennian, 105 15th Street
- Anders Wellings, 709 Harbor Drive

Discussion

Procedure to appoint Councilmember:

- The Mayor has the duty to maintain firm control of the meeting consistent with the provisions of the City Charter, City Code, and Roberts Rules of Order. The Mayor shall announce that the audience must refrain from any outward display of approval or disapproval of any applicant.
- The Mayor states that the seat being filled shall hold office until the next annual election in the city on November 3, 2026.
Charter Section 5.05(a)
- The Mayor shall confirm with each applicant that they are a qualifying registered voter; qualifying physical resident; qualifying permanent resident; and qualified by civil rights.
Section 2.01(a)
- Each applicant present, in alphabetic order, shall be allowed a three-minute presentation of their qualifications and desire to serve.
- Following each applicant's presentation, councilmembers may make inquiry of each applicant, after being recognized by the Mayor.

- After council has concluded its inquiry of the applicants, the floor shall be opened to the public with each being recognized by the Mayor. The city clerk shall be the timekeeper.

Section 2-64(a)(b)

- After the public addresses council, councilmembers shall vote by paper ballot with results announced that an applicant has attained a majority of the votes of the councilmembers voting. The city clerk shall announce the results.
- The Mayor will call for a motion to appoint the applicant who has received at least three votes.
- In the event of a tie, council may use an alternative method to decide the winner such as drawing lots or flipping a coin.

Charter Section 5.05(a)

Recommendation

Staff requests that City Council use this process for appointment of the Councilmember as outlined above.



CITY OF BELLEAIR BEACH

City Council Vacancy Application

(Please print clearly)

Name: Doug Prescott Jr
Address: 108 22ND ST, Belleair Bch FL 33786
Home Phone: 727-798-8390 Cell Phone: 727-798-8390
Email: dougjr1990@yahoo.com

Length of Residency in Belleair Beach: 33 years

Are you registered to vote in Belleair Beach? Yes

Voter Registration Date: Not Sure 6/9/2009

Reason you are interested in serving:

I want help out my city.

Community activities/involvement:

N/A

Applicable education, occupational, and specialized experience:

USF Buisness degree

Real Estate License

City Council Vacancy Application

Council members make recommendations and decisions that affect the entire community.

1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? ☐ Yes (Please explain) ☒ No

2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? ☐ Yes ☒ No (Please explain)

Have you represented any other private person, group or entity for compensation before the City Council or any board/committee of the City within the last two years? NO

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in any contracts with the City? NO

City Council Vacancy Application


Are there any days or evenings you are unavailable to meet?

☐ Yes (Please explain) ☒ No

I hereby apply for appointment to the vacant City Council seat and file this statement of candidacy. I declare that I meet all requirements to hold said office and that I agree to serve if appointed.

Signature: 

Date: 2-5-24

Received by: 

Date: 3-19-2024

Please Note: Any information given on this application is subject to the Public Records Law of Florida

**APPLICATIONS MUST BE SUBMITTED TO THE
OFFICE OF THE CITY CLERK NO LATER THAN
3:30PM MARCH 19, 2024**

Please return completed form and resume to:

Renee.Rose@CityofBelleairBeach.com

City of Belleair Beach
Attn: City Clerk
444 Causeway Boulevard
Belleair Beach, FL 33786
727-595-4646



CITY OF BELLEAIR BEACH

City Council Vacancy Application

(Please **print** clearly)

Name: David Keith Tennian

Address: 105 15th Street, Belleair Beach, FL 33786

Home Phone: 727-776-1545

Cell Phone: 727-776-1545

Email: dtennian@gmail.com

Length of Residency in Belleair Beach: 3 years

Are you registered to vote in Belleair Beach? Yes

Voter Registration Date: 06/07/2022

Reason you are interested in serving:

I was born and raised in Clearwater. I grew up here on our local beaches. Three years ago, my wife and I moved from Clearwater to Belleair Beach, and both immediately fell in love with this city. Having recently retired after over 30 years of serving the larger community as a public-school teacher and athletic coach, I now feel compelled to offer my services and considerable abilities to the local community we call home.

Community activities/involvement:

I am not currently committed nor obligated to any official organizations in Belleair Beach. I feel that this provides me with the distinct advantage of being completely objective and unbiased in making any decisions as a member of the council. I am beholden only to what I deem best for our community.

Applicable education, occupational, and specialized experience:

M.Ed. Educational Leadership, University of South Florida 2007

B.A. Education, University of South Florida 1990

B.S. Psychology, Florida State University 1988

High School Diploma, Clearwater High School 1984

*Too many Leadership Experiences to list here. Please see attached resume.

City Council Vacancy Application

Council members make recommendations and decisions that affect the entire community.

- 1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? ☐ Yes (Please explain) ☒ No

- 2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? ☒ Yes ☐ No (Please explain)

Have you represented any other private person, group or entity for compensation before the City Council or any board/committee of the City within the last two years? No!

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in any contracts with the City? No!

City Council Vacancy Application

Are there any days or evenings you are unavailable to meet?

☐ Yes (*Please explain*) ☒ No

I hereby apply for appointment to the vacant City Council seat and file this statement of candidacy. I declare that I meet all requirements to hold said office and that I agree to serve if appointed.

Signature: 

Date: 1/29/24

Received by: 

Date: 1/29/24

Please Note: Any information given on this application is subject to the Public Records Law of Florida

Please return completed form and resume to:

Renee.Rose@CityofBelleairBeach.com

City of Belleair Beach
Attn: City Clerk
444 Causeway Boulevard
Belleair Beach, FL 33786
727-595-4646

Mr. David Keith Tennian

105 15th Street

Belleair Beach, FL 33786

727-776-1545

dtennian@gmail.com



EDUCATION:

M.Ed. Educational Leadership – University of South Florida - 2007

B.A. Education - University of South Florida 1990

B.S. Psychology – Florida State University 1988

High School - Clearwater High School 1984

CERTIFICATIONS:

State of Florida Professional Educator's Certificate in Educational Leadership (All Levels) and Social Science (Grades 6-12); Department of Education number 645170

TEACHING EXPERIENCE:

Substitute Teacher – Pinellas County Schools 2023...

Social Studies Teacher – St. Petersburg High School 2001-2022

Social Studies Teacher – Bloomingdale High School 1990-2001

Internship – East Lake High School 1989-90

Substitute Teacher – Pinellas County Schools 1988-90

COURSES TAUGHT:

IB Psychology 1, IB Psychology 2, Pre IB Inquiry Skills, Pre IB American Government, Pre IB Philosophy, Advanced Placement Psychology, Psychology I, Psychology II, Law Studies, Court Procedures, Legal Systems and Concepts, Introduction to the Social Sciences, American Government (regular and honors), American History, Advanced Placement Biology, Biology Honors

COACHING EXPERIENCE:

St. Petersburg High School – Assistant Boy's Varsity Soccer Coach 2016-2018

Bloomington High School – Head Boy's Varsity Soccer Coach 1990-2001

East Lake High School – Head Girl's Varsity Soccer Coach 1989-1990

Clearwater High School – Assistant Girl's Varsity Soccer Coach 1988-1989

PROFESSIONAL HONORS/AWARDS:

2019 Bloomington High School *Athletic Hall of Fame* inductee

[Local teacher inducted into hall of fame | Schools | tbnweekly.com](#)

2016 Designated *Model Classroom* at SPHS

2007-2008 Pinellas County Schools *Outstanding Educator* nominee

2006-2007 SPHS *Faculty Yearbook Dedication Award* recipient

2005 SPHS National Honor Society *Honorary Faculty Initiate*

2005-2007 Carol Bellamy Endowed Scholarship recipient

2005 Progress Energy Scholarship recipient

Tampa Tribune 1990's High School Soccer Coach of the Decade

Tampa Tribune *Tampa Bay's All-Century Team* nominee (soccer)

NSCAA National High School Soccer Final Rankings: 1993 & 1995 (7th), 1998 & 1999 (5th)

State of Florida House of Representatives Resolution No. 9501 (1998) commending Coach David Tennian and BHS Soccer Team

St. Petersburg Times High School Soccer Coach of the Year: 1993, 1995, 1998

Tampa Tribune High School Soccer Coach of the Year: 1993, 1998

FHSAA State High School Soccer Championships: 1993, 1995, 1998

Ranked #1 in Florida in NSCAA All-Time Winning Percentage among high school boys' soccer coaches

Ranked #9 in USA in NSCAA All-Time Winning Percentage among high school boys' soccer coaches

LEADERSHIP EXPERIENCES:

SPHS Social Studies Department Chair

SPHS Site-based Mentor for First-year Teachers

SPHS Site-based Supervisor for USFSP Secondary Practicum students

SPHS Professional Education Facilitator

SPHS AVID Site Team member

SPHS representative at 2007 Washington, D.C., Model Schools Conference

USFSP – St. Petersburg College of Education Teacher Education Advisory Board member

PCS Teach-Pinellas Alternative Certification Program member of selection committee

PCS Transition to Teaching Program Mentor and member Board of Directors

PCS *Elevating Excellence* Summer Seminar Instructor

SPHS Graduation Processional Director and Name Card Reader

SPHS Student Court Faculty Sponsor/Judge

SPHS School Leadership Team – Social Studies Department Behavior Management Specialist

SPHS Student Awards Assembly Selection Committee

SPHS Technology Committee

SPHS Graduation Committee

BHS and SPHS Teen Court Faculty Sponsor

BHS Youth Crime Watch Faculty Sponsor

BHS Mock Trial Competition Faculty Sponsor

BHS School Improvement Team – School Security Team Chairman

OTHER:

Proficient in all relevant school/office-related technology

Strong written and verbal communication skills

Detail-oriented

Self-motivated

Proven motivator, leader and winner



CITY OF BELLEAIR BEACH

City Council Vacancy Application

(Please print clearly)

Name: Anders Wellings

Address: 709 Harbor Dr, Belleair Beach, FL 33786

Home Phone: (727) 223-4692

Cell Phone: (727) 741-2079

Email: anderswellings@gmail.com

Length of Residency in Belleair Beach: 8 years

Are you registered to vote in Belleair Beach? Yes

Voter Registration Date: 06/15/1995

Reason you are interested in serving:

I believe in the importance of serving our community and enjoy new challenges. I enjoy bringing new ideas to new and old problems. I work well in teams and have a demonstrated ability to successfully manage conflict with a willingness to compromise for the good of the community.

Community activities/involvement:

3 yrs - Upper Pinellas Soccer Board - 1 yr as president, 2 yrs as board member

Applicable education, occupational, and specialized experience:

1984 - BS Mechanical & Aerospace Engineering - University of Delaware

Corp. Exp.:

28 yrs - Baxter Healthcare Corp - Various medical devices - Skills: Technical, Project and Functional Leadership

10 yrs - DuPont Corp - Various medical devices - Skills: Technical, Project and Functional Leadership

City Council Vacancy Application

Council members make recommendations and decisions that affect the entire community.

1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? ☐ Yes (Please explain) ☒ No

2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? ☒ Yes ☐ No (Please explain)

Have you represented any other private person, group or entity for compensation before the City Council or any board/committee of the City within the last two years? No

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in any contracts with the City? No

City Council Vacancy Application

Are there any days or evenings you are unavailable to meet?

☒ Yes (Please explain) ☐ No

I'm currently employed, working from home. I'm generally available after 5pm on weekdays, but can be flexible. Weekends are generally available. I'm retiring in Q1 2025.

I hereby apply for appointment to the vacant City Council seat and file this statement of candidacy. I declare that I meet all requirements to hold said office and that I agree to serve if appointed.

Signature: _____

Date: 2/2/2024

Received by: _____

Date: 2/2/2024

Please Note: Any information given on this application is subject to the Public Records Law of Florida

**APPLICATIONS MUST BE SUBMITTED TO THE
OFFICE OF THE CITY CLERK NO LATER THAN
3:30PM MARCH 19, 2024**

Please return completed form and resume to:

Renee.Rose@CityofBelleairBeach.com

City of Belleair Beach
Attn: City Clerk
444 Causeway Boulevard
Belleair Beach, FL 33786
727-595-4646

NOMINATION AND ELECTION

OF

VICE MAYOR

BY BALLOT

OUR BARRIER ISLANDS

THE BIG C ISLANDS - ST. PETE BEACH, TREASURE ISLAND, MADEIRA BEACH, REDINGTON BEACH, NORTH REDINGTON BEACH, REDINGTON SHORES, INDIAN SHORES, INDIAN ROCKS BEACH, BELLEAIR SHORE, BELLEAIR BEACH AND THE CITY OF CLEARWATER

What is the Big C?

The Big C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater:

Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island

Why does the Big C Exist?

To stimulate communications between the barrier islands cities to focus on problems common to all, including but not limited to: tourism, recycling, public transportation, beach preservation, renourishment and access, marine environment, air and water quality, public safety, density management, waterway regulation, taxation based on permanent residents and average transient population, to unite and be able to have one voice addressing the County, State and Federal governments while respecting the individuality of each city.

We invite you to become acquainted with--and participate in--the Big C!



(<http://www.cityofbelleairbeach.com/>)



(<http://www.myclearwater.com/>)



(<http://www.indian-rocks-beach.com/>)



(<http://www.madeirabeachfl.gov/>)



(<http://townofnorthredingtonbeach.com/>)



<http://www.townofredingtonshores.com/>



(<http://www.stpetebeach.org/>)



(<http://www.mytreasureisland.org/>)



<http://www.townofredingtonbeach.com/>



(<http://belleairshore.com/>)



(<http://www.myindianshores.com/>)

The Barrier Islands Governmental Council By-Laws

ARTICLE I. NAME

The name of the organization shall be **THE BARRIER ISLANDS GOVERNMENTAL COUNCIL**; also referred to as "**THE BIG C**".

ARTICLE II. OBJECT

To stimulate communications between the barrier islands municipalities to focus on problems common to all, including but not limited to beach preservation, beach nourishment and access, tourism, marine environment, air and water quality, public safety, public transportation, density management, recycling, waterway regulation, and taxation based on permanent residents and average transient population. The overriding goal is to unite the municipalities and to be able to have one voice addressing the County, State and Federal Governments while respecting the individuality of each city.

ARTICLE III. MEMBERS

Section 1. Qualifications.

Membership is limited to the municipalities on the barrier islands consisting of the City of St. Pete Beach, the City of Treasure Island, the City of Madeira Beach, the Town of Redington Beach, the Town of North Redington Beach, the Town of Redington Shores, the Town of Indian Shores, the City of Indian Rocks Beach, the City of Belleair Shore, the City of Belleair Beach and the City of Clearwater.

Section 2. Representation.

All elected officials of each municipality shall be members of the Council, one of whom shall be designated by the municipality as the primary voting delegate. Each municipality may appoint other elected officials as first and second alternate voting delegates. Each municipality shall designate its delegates in writing.

Delegate #1 - Name - Voting delegate.

Delegate #2 - Name - Alternate to delegate # 1.

Delegate #3 - Name - Alternate to delegate #2.

An alternate delegate may vote when the primary delegate is absent. Each municipality is entitled to one vote.

Section 3. Dues.

In lieu of dues, the Executive Board, with the approval of a majority vote of the quorum at any scheduled meeting, may call for an assessment of each member municipality to offset the expenses of the BIG C. The assessment is payable upon invoicing by the Secretary/Treasurer and is considered delinquent sixty (60) days thereafter. If assessment payment is delinquent, voting rights shall be suspended until the assessment is paid.

ARTICLE IV. OFFICERS

Section 1. Qualifications.

Only elected officials appointed by the municipality member shall be qualified to serve as officers; the officers of the Council shall be a President, Vice President, and Secretary/Treasurer.

Section 2. Election and Term.

The officers shall be elected at-large by the voting members at the annual meeting and shall serve for a term of two (2) years or until their (respective) successors are elected.

Section 3. Duties.

1. The **President** shall preside at all meetings, appoint all committees with approval of the BIG C Membership, call special meetings when deemed necessary, be ex-officio of all committees except the nominating committee, prepare the agenda for meetings and adhere to them, and perform other duties as required.

2. The **Vice President** shall perform the duties of the President in his or her absence, or in the vacancy of that office, and shall perform such other duties as may be requested by the President or the Executive Board.

3. The **Secretary/Treasurer** shall keep the minutes and any official records, collect all monies and deposit them in a bank account in the name of the Council, pay all bills authorized by the Executive Board, keep an accurate record of receipts and disbursements, follow standard acceptable accounting practices, make a financial report at the end of the year and at each regular meeting and perform such other duties as may be required by the President or the Executive Board.

ARTICLE V. MEETINGS

Section 1. Regular

Regular membership meetings shall be held the last Wednesday of each month. The meeting held in April shall be called the Annual Meeting. The November/December Meeting may be combined due to the Holiday Season at the discretion of the President.

Section 2. Special

A special meeting for urgent matters may be called by any six (6) members by notifying the Secretary. The Secretary will follow-up and confirm the meeting in writing.

Section 3. Quorum.

A quorum shall consist of representatives of six (6) municipalities.

ARTICLE VI. EXECUTIVE BOARD

Section 1. Board Members. The members of the Executive Board shall consist of the elected officers and standing committee chairpersons.

Section 2. Meetings. The Executive Board shall meet not fewer than one (1) time annually, upon call of the President or by any two (2) members. A quorum shall be a majority of the Executive Board members.

Section 3. Duties. The Executive Board shall approve the appointment of the Chairperson of all standing and special committees and shall transact any emergency business of the Council between regular meetings and report at the next regular meeting.

ARTICLE VII. COMMITTEE

Section 1. Standing.

1. The Nominating Committee, consisting of a representative of each of three (3) municipalities, shall be appointed by the President three (3) months in advance of the annual meeting and shall present its report at the annual meeting. The committee shall nominate not more than one candidate for each office. Nominations from the floor will be called for on the day of the Annual Meeting.

2. The Audit Committee shall consist a representative of each of two (2) municipalities appointed by the President. The Audit Committee shall inspect the books of the Treasurer prior to the annual meeting and to give a report at the meeting on the state of the BIG C finances and financial record keeping.

Section 2. Special.

Special Committees and Sub-committees may be appointed by the President with approval of the BIG C delegate membership.

ARTICLE VIII. PARLIAMENTARY AUTHORITY

Rules for procedure shall be governed by Robert's Rules of Order. Newly Revised.

ARTICLE IX. DISSOLUTION

In the event that this Council is dissolved, any remaining funds in the Treasury shall be equally distributed to the eleven member municipalities of the BIG C.

ARTICLE X. AMENDMENT

These by-laws may be amended with prior notice at any regular meeting by a majority vote of a quorum of members present and voting.

SPECIAL RULES OF ORDER

In order to pass a BIG C Resolution, two-thirds (8) of the quorum of member municipalities present must vote in favor of a motion and second made to approve the resolution.

Amended: March 31, 2010.

City of Belleair Beach

APRIL 8, 2024 – 6:00 PM



RECOMMENDATION:

*Staff requests City Council
make appointments to the
Citizens Advisory Committee.*

DATE: March 28, 2024

TO: Mayor and City Council

FROM: Renee Rose, City Clerk

SUBJECT: Reappointments to the Citizens Advisory Committee

Background

The Citizens Advisory Committee was established in February 2021. City Council appointed members to the committee in May 2021, following an application period. The committee was established to have five members and two alternate members all serving 2-year terms. The members of the Citizens Advisory Committee also serve as members of the Audit Committee, along with one member of City Council.

Discussion

Committee members Ron Ciganek, Mark Goldman, John Handzuk, Robert Risberg, and Thomas Elliot are serving terms that have expired. There is one vacancy for an Alternate Member on the Citizens Advisory Committee.

There is one application for consideration of appointment from Tammie Levenda.

Recommendation

Staff requests City Council to make appointments to the Citizens Advisory Committee.



APPLICATION FOR APPOINTMENT

Board of Adjustment ☐

Park and Recreation Board ☐

Planning and Zoning Board ☐

Citizens Advisory Committee ☒

Please Note: Any information given on this application is subject to the Public Records Law of Florida

Name: Tammie Levenda

Email: tammie.levenda@gmail.com

Address: 97 Harbor Dr.

Home Phone: _____

Cell Phone: (219) 707. 3745

City/State: Belleair Beach, FL 33786

Voter
Registration
Date: 7.14.17

Educational Background:

BA

Teaching license

Rust Gt. license

esthetics license

Experience:

Park & Rec. Chair 3.5 yrs

Belleair Beach Community Foundation Chair

Why would you like to be considered as a candidate for service on this Board or Committee?

To be involved & of service in my community.

Would you consider serving on another Board or Committee other than the one you selected above? ☐ YES ☒ NO

Other Board(s) / Committee(s) in which you would be interested:

What Boards or Committees do you currently serve:

I have been a resident of the City of Belleair Beach for 7 years.

I am a qualified voter of the City of Belleair Beach. Voter registration date 7.14.17

Please attach a resume if available.


SIGNATURE

DATE 3.20.24

NOTE: Application is effective for **ONE YEAR** from date of submission.

If you have any questions, please call the City Clerk, Renee Rose, at 727-595-4646 ext 124, or renee.rose@cityofbelleairbeach.com

CITY BOARDS AND COMMITTEES

Appointments are made by City Council when an opening is available. Applications are available in the City Clerk's Office.

- The **Board of Adjustment***
- The **Planning and Zoning Board***
- The **Park and Recreation Board**
- The **Citizens Advisory Committee**

***Requires filing a financial disclosure form with the Supervisor of Elections within thirty (30) days of appointment**

Please Note: Any information given on this application is subject to the Public Records Law of Florida

City of Belleair Beach

APRIL 8, 2024 – 6:00 PM



RECOMMENDATION:

*Staff requests City Council
make the reappointment to the
Park and Recreation Board.*

DATE: March 28, 2024
TO: Mayor and City Council
FROM: Renee Rose, City Clerk
SUBJECT: Reappointment to the Park and Recreation Board

Background

Mr. John Wagner was appointed to the Park and Recreation Board in January 2023 to fulfill the remainder of a vacated term. The term has recently expired.

Discussion

Mr. Wagner has satisfactorily fulfilled his duties while on the board. There is currently a vacant seat on the Park and Recreation Board and no applicants have come forward.

Recommendation

Staff requests City Council reappoint John Wagner to the Park and Recreation Board.

City of Belleair Beach

APRIL 8, 2024 – 6:00 PM



RECOMMENDATION:

*Staff requests City Council
make the reappointments to the
Planning and Zoning Board.*

DATE: March 28, 2024

TO: Mayor and City Council

FROM: Renee Rose, City Clerk

SUBJECT: Reappointments to the Planning and Zoning Board

Background

Angela Berry serves on the Planning and Zoning Board. Her term expired at the end of 2023. Brenda Buonasera serves on the same board, and her term is set to expire this month.

Discussion

Ms. Berry and Ms. Buonasera have satisfactorily fulfilled their duties while on the board. There are currently two vacancies on the Planning and Zoning Board and no applicants have come forward.

Recommendation

Staff requests City Council reappoint Angela Berry and Brenda Buonasera to the Planning and Zoning Board.

City of Belleair Beach

APRIL 8, 2024 – 6:00 PM



RECOMMENDATION:

*Staff requests City Council
make the reappointments to the
Board of Adjustment.*

DATE: March 28, 2024

TO: Mayor and City Council

FROM: Renee Rose, City Clerk

SUBJECT: Reappointments to the Board of Adjustment

Background

Several members of the Board of Adjustment are serving terms either recently expired or set to expire next month.

Discussion

Mike Kelly, Jane Mason Goldman, David Gardella, and Alternate Member Gerald Wiszowaty are serving terms that have recently expired. Marv Behm is serving a term that expires next month. There is one vacancy for an Alternate Member on the Board of Adjustment and no applicants have come forward.

Recommendation

Staff requests City Council reappoint Mike Kelly, Jane Mason Goldman, David Gardella, Marv Behm and Alternate Member Gerald Wiszowaty to the Board of Adjustment.

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: April 4, 2024

SUBJECT: Amendment to Piggyback Agreement for Consulting Services Related to
Utility Undergrounding and Approval to Execute Purchase Order

Recommendation:

Authorize amendment to piggyback agreement and purchase order with Utility Consultants of Florida (UCF) for the installation of Spectrum Conduit on the east side of Gulf Blvd. north of Causeway Blvd. in the amount of \$88,358.25.

History:

On September 7, 2022, the City entered a piggybacking agreement with Utility Consultants of Florida. To assist the City, UCF is offering to install all of the Spectrum conduit North of Causeway Blvd. at a lower price than Spectrum's sub-contractor. Amending the piggyback agreement lowers the install cost/foot from \$24.15 to \$10.85.

Background:

As part of the Duke undergrounding project from Causeway to North of Harrison (Marina), Spectrum has attached aerial facilities. Similar to Duke, Spectrum allows the City's contractor to install the underground facilities. Upon completion of the newly installed undergrounded facilities Spectrum will pull their fiber & coax, make new terminations/connections, then wreck out their facilities allowing for Duke to remove the poles along the corridor.

Attachments:

1. First Amendment to Piggyback Agreement for Consulting Services Related to Utility Undergrounding.
2. Estimate for Installation of Spectrum Conduit.

**FIRST AMENDMENT TO PIGGYBACK
AGREEMENT FOR CONSULTING SERVICES
RELATED TO UTILITY UNDERGROUNDING
BETWEEN THE CITY OF BELLEAIR BEACH AND
UTILITY CONSULTANTS OF FLORIDA, LLC**

This is the First Amendment to the Piggyback Agreement for Consulting Services Related to Utility Undergrounding (“Agreement”) between the City of Belleair Beach, Florida (“City”) and Utility Consultants of Florida, LLC (“Consultant”), for the provision of consulting services related to the undergrounding of utility lines is entered into this 8th day of April, 2024 (“Effective Date”), as follows:

WHEREAS, on September 7th 2022, the City and Consultant entered into the Agreement; and

WHEREAS, the Agreement allows the City to acquire from the Consultant certain professional services related to the City’s project to underground utility lines which are currently located on utility poles and subject to damage and service interruption due to storms or other impacts on above-ground utility lines; and

WHEREAS, the Agreement incorporated certain pricing whereby the Consultant would cause the underground infrastructure to be installed if the City did not directly retain the utility to perform such work; and

WHEREAS, the City has now received a Binding Cost Estimate (BCE) from utility provider Spectrum for the undergrounding of that utility’s lines, which BCE contains pricing for the installation of the underground infrastructure which exceeds the costs for the Consultant to perform the work as set forth in the Agreement; and

WHEREAS, in light of prevailing market conditions, the Consultant has providing revised rates whereby it would install the underground infrastructure to allow the undergrounding of the Spectrum lines which rates are even lower than those set forth in the Agreement; and

WHEREAS, the City wishes to proceed with using Consultant to perform the undergrounding work by way of the Agreement, but under the revised, lower rates.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and further supported by the consideration set for in this First Amendment, the Parties hereby agree to amend the Agreement as follows:

1. The Schedule of Values originally incorporated by reference into the Agreement is hereby replaced with the new, lower Schedule of Values attached hereto and incorporated herein As **Exhibit “A”**.
2. Notwithstanding the actual date(s) of approval or execution, this First Amendment shall be effective upon the Effective Date set forth above.

3. Except as amended by this First Amendment, all other terms of the Agreement shall continue in full force and effect, and the Parties hereby ratify and confirm the Agreement as amended herein.
4. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this First Amendment to the Agreement.

Utility Consultants of Florida, LLC

City of Belleair Beach

By: _____
Melanie Porter, CEO

By: _____
David Gattis, Mayor

Exhibit A

ESTIMATED SCHEDULE OF VALUES				
Duke	EST QNTY	Unit	T Price	TOTAL
2-2"	7765	LF	\$ 10.85	\$ 84,250.25
				\$ 84,250.25
Incidentals				
Contingency	1	LS	\$ -	\$ -
Mobilization	1	LS	\$ -	\$ -
MOT	1	LS	\$ -	\$ -
Survey/Asbuilt	1	LS	\$ 2,400.00	\$ 2,400.00
Bonds	1	LS	\$ 1,708.00	\$ 1,708.00
				\$ 4,108.00
				\$ 88,358.25

**PIGGYBACK AGREEMENT FOR CONSULTING SERVICES
RELATED TO UTILITY UNDERGROUNDING**

This Agreement is made on this 7th day of September, 2022 (the "Effective Date"), by and between the **City of Belleair Beach**, a Florida municipal corporation (the "Client") and **Utility Consultants of Florida, LLC** (the "Consultant") (collectively, the "Parties").

WHEREAS, the Client has determined that it requires certain continuing Consultant services to facilitate its power line undergrounding project; and

WHEREAS, the City of Indian Rocks Beach, a Florida municipal corporation, ("City") issued a Request for Qualifications ("the RFQ") for the purpose of receiving statements of qualifications from registered professional engineer firms to provide Consultant services related to the City's need for work on its power utility undergrounding project, as more fully described in the RFQ (the "Services"); and

WHEREAS, the Consultant responded to the RFQ and City subsequently selected the Consultant as the most qualified proposer; and

WHEREAS, on September 7, 2022, the Consultant and City entered into an Agreement for Undergrounding Utilities Consultant Services (the "City Contract"), wherein the Consultant agreed to perform the Services for City in accordance with the terms and conditions described therein; and

WHEREAS, the procurement rules of Belleair Beach permit the Client to accept, in lieu of soliciting competitive proposals as otherwise required by Florida Statutes § 287.055, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than those of Belleair Beach; and

WHEREAS, the Client's legal counsel has analyzed the RFQ process used by City and has determined that it was conducted in compliance with Florida Statutes § 287.055, and was otherwise a competitive solicitation process able to be "piggybacked" pursuant to Belleair Beach's procurement rules; and

WHEREAS, the Client desires to piggyback onto the City Contract for the purposes of receiving the same Services from Consultant as are being provided to City under the City Contract; and

WHEREAS, the Client's administrative staff have obtained confirmation from an authorized representative of the Consultant that the Consultant consents to the formation of this contractual relationship by way of Client's piggybacking onto the City Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter, the Parties agree as follows:

1. Performance of the Services. The Consultant shall make available to Client, and provide to Client as requested, the same Services as are available and provided to City in accordance with the terms and conditions of the City Contract, at the prices specified therein. All references to the "City" or "Indian Rocks Beach" in the City Contract shall, for purposes of this Agreement, mean the Client.
2. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Consultant to City in the City Contract. The Parties understand that any other Consultant services Client may wish to acquire may or may not be acquired from Consultant, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.

3. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the City Contract, (ii) the RFQ, and (iii) the Consultant's Proposal to the City. Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the earlier-listed document shall prevail over conflicting terms in the subsequently listed document.
4. Term and Termination of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date as provided for in Article 2 of the City Contract, and may be terminated as provided for in Article 17 of the City Contract. In the event the City exercises its right to terminate the City Contract early, this Agreement shall survive through the termination date listed above unless the Client, independently, exercises its own termination rights under Section 17 of the City Contract.

The Town retains the right to exercise the renewal periods set forth in § 2.1 of the City Contract without regard to whether the City does or does not exercise this option for itself.
5. Staff Title References and Revisions to City Contract Provisions. The City Contract may make reference to a Project Manager, a City Representative, or certain other City officials or employees. The Parties agree that for purposes of this Agreement, references to these officials or employees shall mean the Belleair Beach City Manager, or her/his designee.
6. Terms Revised and Created. The following terms in the City Contract are revised/created as follows:

Art. 20: Notice to the Client shall be sent to:

Belleair Beach City Manager
444 Causeway Blvd.
Belleair Beach, FL 33786

Article 23 is replaced with the following:

PUBLIC RECORDS. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

- (a) Keep and maintain public records required by the Client to perform the services provided hereunder.
- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Consultant or keep and maintain public records required by the Client to perform the service. If the Consultant transfers all public records to the Client upon completion of the Agreement, the Consultant shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Consultant fails to comply with these requirements, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.229.8434), E-MAIL (PGentry@citvofbelleairbeach.com), OR MAIL (CITY OF BELLEAIR BEACH, OFFICE OF THE CITY CLERK, 444 Causeway Blvd., Belleair Beach, FL 33786.

A new Article 24 is created to read:

LICENSES. The Contractor must, by the effective date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

A new Article 25 is created to read:

Representations and Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.

A new Article 26 is created to read:

Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Consultant without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Consultant. Any assignment of this Agreement made by the Consultant without the express written consent of the Client shall be null and void and shall be grounds for the Town to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. Notwithstanding any provision of the City Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the delivery of the Consultant's Services to Client.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the Client and Consultant. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.

- j. Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:
- (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Consultant engages in business operations in Cuba or Syria; or
 - (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.
- k. By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.
- l. The Consultant shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Client within ten (10) days of the date of such occurrence.
- m. In the event the Client determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Consultant.
- n. Immigration Compliance; E-Verify. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.
- o. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Client cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Client that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ,

hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- p. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Belleair Beach, Florida

By:


David Gattis, Mayor

Utility Consultants of Florida, LLC

By:


Melanie Porter, CEO



PROFESSIONAL SERVICES AGREEMENT for UNDERGROUNDING UTILITIES ALONG GULF BOULEVARD-PHASE II WITHIN THE CITY OF INDIAN ROCKS BEACH

THIS PROFESSIONAL SERVICES AGREEMENT FOR UTILITY UNDERGROUNDING & PROJECT MANAGEMENT (hereinafter, the "Agreement") is entered into between the City of Indian Rocks Beach, Florida hereinafter referred to as "CITY", and Utility Consultants of Florida, hereinafter referred to as "CONTRACTOR", each hereinafter a "Party" and collectively the "Parties," in consideration of the mutual benefits, terms, and conditions hereinafter specified. WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY solicited responses to a Request for Qualifications in anticipation of entering into a non-exclusive contract to perform Project Management services, and

WHEREAS, the CITY issued a Request for Qualifications for INDIAN ROCKS BEACH UTILITY UNDERGROUNDING PROJECT (the "RFQ");
and

WHEREAS, the CITY determined that CONTRACTOR was qualified for appointment to perform the scope of services set forth in the RFQ; and

WHEREAS, the CITY Commission on August 10, 2021, determined that CONTRACTOR was qualified for engagement to perform the Scope of Services set forth in the RFQ and directed the City Manager to negotiate an agreement with the CONTRACTOR; and

WHEREAS, the City Manager, through his administrative staff, has successfully negotiated this Agreement with CONTRACTOR defining terms and conditions for the performance of consulting services within the scope of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, each of which is expressly incorporated below, the Parties agree as follows:

ARTICLE 1 – SERVICES

- 1.1 CONTRACTOR agrees to perform Utility Undergrounding Professional Services for the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies (the "PROJECT"). The specified scope or work and services in connection with the PROJECT which may be assigned to CONTRACTOR is set forth on Exhibit "A", which may from time to time be modified upon mutual agreement of the Parties.
- 1.2 The CITY's representative and point of contact during the performance of this Agreement shall be Dean Scharmen, Telephone (727) 595-6889.
- 1.3 The CONTRACTOR's representative and point of contact during the performance of this Agreement shall be Mark Porter, COO, Sr. Project Manager, Telephone (321) 287-8911.

ARTICLE 2 - TERM

- 2.1 The CONTRACTOR shall be available to commence services immediately following City approval and execution of the Agreement by both Parties. The initial term of the Agreement shall be for a

(4)-year time period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein. The CITY reserves the right to renew this Agreement for (3) additional (2)-year periods under the same terms and conditions of the original Agreement. CONTRACTOR shall be available to make interim presentations to the City Manager and City Commission during the course of the PROJECT, it being understood that CITY and CONTRACTOR will work together on scheduling the contemplated meetings as efficiently as practicable. CONTRACTOR shall also be available to the CITY for consultation with the City Manager, City Commission, other CITY personnel and attorneys, agents, and representatives of all affected UTILITIES and other parties throughout the term of this Agreement, including any renewal periods or terms thereof.

ARTICLE 3 – TIME OF PERFORMANCE

- 3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONTRACTOR by way of purchase order.

ARTICLE 4 - PAYMENT

- 4.1 The CONTRACTOR shall be paid by the CITY for completed work and for services rendered under this Agreement as follows:
- a. Payment for the work provided by CONTRACTOR shall be in accordance with "Exhibit B" Fee Schedule which is attached hereto and made a part of this agreement.
 - b. The CONSULTANT shall be compensated for all services rendered under this Agreement in accordance with the provisions of each Phase, upon presentation of CONSULTANT's invoice based on approved scope and budget.
 - c. Except as may be addressed in the initiating Contract, the compensation for services shall be invoiced by the CONSULTANT and paid by the CITY once each month. Such invoices shall be due and payable as per the Florida Statutes, Part VII Local Government Prompt Payment Act – F.S. 218.70 – 218.80.
 - d. Final payment of any balance due the CONTRACTOR of the total contract price earned for each phase of the PROJECT will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.
 - e. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work and CONTRACTOR shall have no other recourse against the CITY.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

- 5.1 All documents, and other materials produced by the CONTRACTOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONTRACTOR's endeavors.

ARTICLE 6 - FUNDING

- 6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement. Funds have been allocated by Pinellas County to the City of Indian Rocks Beach as outlined in the Penny IV Interlocal Agreement – Document # 293088. This Agreement is expressly subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

- 7.1 CONTRACTOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified

professionals to all assigned tasks, elements, and components of the PROJECT during the term of this Agreement. CONTRACTOR's services shall meet a standard of care for project management and related services equal to or exceeding the standards for working practices under similar conditions. In submitting its response to the RFQ, CONTRACTOR has represented to CITY that certain individuals employed by CONTRACTOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONTRACTOR shall not change the designated Project Manager for any phase of the PROJECT without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

- 8.1 CONTRACTOR shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

- 9.1 CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR. Neither Party to this Agreement shall be liable to any third party claiming directly or through the other respective Party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

- 10.1 During the performance of the services under this Contract, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and all such policies shall be written by an insurance company authorized to do business in Florida.
- 10.1.1 Worker's Compensation Insurance: The CONTRACTOR shall procure and maintain continuously for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONTRACTORS or sub-CONTRACTORS that do not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY, executed by the insurance company.
- 10.1.2 Comprehensive General Liability: The CONTRACTOR shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. CONTRACTOR shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage and \$2,000,000 general aggregate and \$2,000,000 for products. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon less than thirty (30) days prior written notice to the CITY.
- 10.1.3 Business Automobile Liability: The CONTRACTOR shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONTRACTOR shall procure and maintain for the life of this Contract Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

10.2 It shall be the responsibility of the CONTRACTOR to ensure that all sub-CONTRACTORS comply with the same insurance requirements referenced above.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONTRACTOR and the CITY agree that the CONTRACTOR is an independent CONTRACTOR with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of the CONTRACTOR.

11.2 CONTRACTOR acknowledges and understands that, as an independent CONTRACTOR pursuant to this Agreement, CONTRACTOR shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONTRACTOR's obligation includes but is not limited to CONTRACTOR's obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Agreement by the CONTRACTOR shall act, constitute, and serve as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

13.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS.

ARTICLE 14 - DISCRIMINATION PROHIBITED

14.1 The CONTRACTOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies. The CONTRACTOR shall be responsible for assuring that providers of services performed comply with all applicable local, state and federal directives, orders and laws,

including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE) and Occupational Safety and Health Administration (OSHA).

ARTICLE 15 - ASSIGNMENT

15.1 The CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

16.1 A waiver by either CITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – ARTICLE TERMINATION

17.1 Termination for Convenience: This Agreement may be terminated by the CITY for convenience, upon ten (10) days of written notice by the CITY to the CONTRACTOR for such termination in which event the CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against all loss, including but not limited to incidental loss, pertaining to such termination.

17.2 Termination for Default: In addition to all other remedies available to the CITY, this Agreement shall be subject to termination by the CITY for cause, should the CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The CITY shall, in its absolute and sole discretion, determine whether the neglect or failure has been remedied at the end of the 30-day cure period.

ARTICLE 18 - DISPUTES

18.1 Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the state courts of Pinellas County, Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing Party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.

19.2 Neither Party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing Party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other Party describing the

circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the City of Indian Rocks Beach shall be sent to the following address:

City of Indian Rocks Beach
Attn: Dean Scharmen, Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, FL 33785

Notices to CONTRACTOR shall be sent to the following address:

Utility Consultants of Florida
Attn: Melanie Porter, CEO
14800 Walsingham Road #102
Largo, FL 33774

ARTICLE 21 - INTEGRATED AGREEMENT

21.1 This Agreement, together with the RFQ and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

ARTICLE 22 - SOVEREIGN IMMUNITY

22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided by any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided to the State's subdivisions by state law.

22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its own costs and attorney's fees through and including any appeals and any post judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law, unless otherwise agreed to by the Parties.

ARTICLE 23 – PUBLIC RECORDS

23.1 If the CONTRACTOR has questions regarding the application of Chapter 119, FL Statutes, to the CONTRACTOR's duty to provide public records relating to this contract, contact the custodian of public records at the City Clerk's Office, (727) 595.2517, 1507 Bay Palm Blvd, Indian Rocks Beach, FL 33785.

Specifically, the CONTRACTOR must:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY agency to perform the service.
5. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 28 day of October, 2021

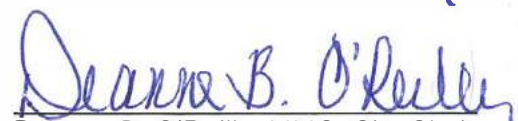
CONTRACTOR
Utility Consultants of Florida LLC



Melanie Porter, CEO


CITY OF INDIAN ROCKS BEACH
Brently Gregg Mims, City Manager

Attest/Authenticated


Deanne B. O'Reilly, MMC, City Clerk
(Corporate Seal)

Approved as to Form:


Randy D. Mora, Esq., B.C.S., City Attorney

EXHIBIT A

TO

MASTER CONTRACTOR AGREEMENT

INDIAN ROCKS BEACH UTILITY UNDERGROUNDING PROJECT

PROJECTED SCOPE OF SERVICES

City of Indian Rocks Beach Utility Undergrounding Project Management

The range of services includes but is not limited to the comprehensive management and coordination of the City's conversion of overhead to underground utilities. Services are expected to be completed in segments. The following is the anticipated services include, but not limited to:

- Project management and administrative services
- Producing cost estimates
- Project liaison with citizens, elected officials, regulatory agencies and City staff
- Coordination with electric, telephone, communications, regulatory agencies and City staff
- Coordination with consultants, contractors and vendors
- Constructability reviews
- Utility coordination
- Support of DUKE and communication attachments for the project
- Public information and outreach
- Cost estimating for various portions of the City
- Construction management services
- Construction inspection services
- General construction oversight
- Opinions of construction cost
- Easement coordination and acquisition
- Bid documentation preparation and evaluation assistance
- Contractor evaluation services
- Project as-builts and related surveying
- Project & construction scheduling

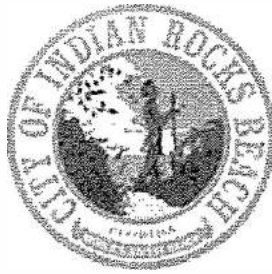


EXHIBIT B

UNDERGROUNDING GULF DRIVE – INDIAN ROCKS BEACH **Not to exceed approved funding**

1. COORDINATION PHASE

- a. Meeting with CITY staff and other Key Stakeholder's to discuss project advancement, funding strategy, desired overall timeline, and next steps.
- b. Develop coordination plan with CITY staff, Utilities (DUKE), Frontier Spectrum, and other Key Stakeholders on overall process for the City's UG Project, including goals, objectives, and timelines. "Project design kick-off".
- c. Define project limits based on design considerations and budgetary limits. Identify and confirm logistical limits for the undergrounding project; includes conceptual identification/layout.
- d. Review overall sequencing of the several Utilities' components of the UG Project and CIF's within the establish for planning and initiation of utility designs.
- e. Utility coordination efforts with aerial facilities as part of the underground conversion. Review and identify all existing aerial infrastructure that will be part of the underground conversion. Conduct coordination meetings and site visits after data collection with the UAO's to identify projected scope and considerations/needs for their respective designs. Establish utility owners design timelines. Includes coordination with the respective utility owners to initiate BCE's and determine the survey/files needed for the UAO's to begin their designs and support coordination efforts.
- f. Identify survey plan recommendation as determined from utility provider needs. (Survey files needed to initiate BCE's).
- g. Discuss determination of potential credits - Governmental Adjustment Factor (GAF's)/Contribution in Aid of Construction (CIAC) as identified in Tariff.

FEE SCHEDULE FOR COORDINATION PHASE

These are forecast projections and may fluctuate based on project needs.

City of Indian Rocks Beach Undergrounding Scope of Services to be Performed "COORDINATION PHASE" EST 4 to 5 Months				
Underground Project Management (COORDINATION)				
Guld Drive	Consultants Costs			EST HOURS/WEEK
Project Management	Hours	2021 Rate	Fee	
Sr Project Manager	126	\$ 171.00	\$21,546.00	7
Project Manager	342	\$ 151.00	\$51,642.00	19
Assistant PM/ Project Administrator	0	\$ 128.00	\$0.00	If Needed
Scheduler	0	\$ 151.00	\$0.00	If Needed
Funding Specialist	0	\$ 155.00	\$0.00	If Needed
Public Information	0	\$ 102.00	\$0.00	If Needed
Project Administrator	0	\$ 132.00	\$0.00	If Needed
Inspector Aide/Intern	0	\$ 61.00	\$0.00	If Needed
Inspector	0	\$ 113.00	\$0.00	If Needed
Contract Support Specialist	0	\$ 96.00	\$0.00	If Needed
Administrative	100	\$ 58.00	\$5,800.00	5
			\$78,988.00	

2. DESIGN PHASE/PRE-CONSTRUCTION PHASE

- a. Final review of all binding cost estimates, collection of utility plans and specifications from UAO's for contractor bid package.
- b. Coordination efforts with determination of BCE's and overall utility conversion costs. This includes potential credits that are often associated with the undergrounding – Governmental Adjustment Factor (GAF's)/Contribution in Aid of Construction (CIAC) as identified in Tariff.
- c. Development of procurement package with City, initial contractor meetings, utility & contractor negotiations/coordination prior to project advancement. Schedule advance potential contractor solicitation prior to procurement.
- d. Create master schedule/project timeline.
- e. Initial public outreach, regarding the project schedule and specifics moving forward.
- f. Coordinate with respective property owners to get consent to obtain required easements. Identify survey needs for required easements. Support contractor selection, negotiations, schedule-of-values and contract terms.

City of Indian Rocks Beach Undergrounding Scope of Services to be Performed "DESIGN/PLANNING/PRE-CONSTRUCTION PHASE" EST 3 to 4 Months				
Underground Project Management (COORDINATION)				
Gulf Drive	Consultants Costs			EST HOURS/WEEK
Project Management	Hours	2021 Rate	Fee	
Sr Project Manager	120	\$ 171.00	\$20,520.00	8
Project Manager	375	\$ 151.00	\$56,625.00	25
Assistant PM/ Project Administrator	0	\$ 128.00	\$0.00	If Needed
Scheduler	44	\$ 151.00	\$6,644.00	4
Funding Specialist	0	\$ 155.00	\$0.00	If Needed
Public Information	0	\$ 102.00	\$0.00	If Needed
Project Administrator	0	\$ 132.00	\$0.00	If Needed
Inspector Aide/Intern	0	\$ 61.00	\$0.00	If Needed
Inspector	0	\$ 113.00	\$0.00	If Needed
Contract Support Specialist	0	\$ 96.00	\$0.00	If Needed
Administrative	60	\$ 58.00	\$3,480.00	5
			\$87,269.00	

3. CONSTRUCTION PHASE

- a. Establish project kick-off and routine meetings with all parties.
- b. Project management/oversight & inspection.
- c. Project document controls/daily report of work activities.
- d. Schedule updates.
- e. Public outreach.
- f. Review of Contractor pay applications, quantity tracking, bore logs, utility as-builts.
- g. Coordinate work with utility owners and City contractor.
- h. Provide routine updates and report to City staff.
- i. Confirm and support easement documentation (survey separate)
- j. Coordinate switching orders.
- k. Project close-out.

City of Indian Rocks Beach Undergrounding Scope of Services to be Performed "CONSTRUCTION & CLOSE-OUT PHASE" EST 15 to 24 Months				
Underground Project Management (CONSTRUCTION)				
Gulf Drive	Consultants Costs			EST HOURS/WEEK
Project Management	Hours	2021 Rate	Fee	
Sr Project Manager	292	\$ 171.00	\$49,932.00	4
Project Manager	1436	\$ 151.00	\$216,836.00	20
Assistant PM/ Project Administrator	0	\$ 128.00	\$0.00	0
Scheduler	55	\$ 151.00	\$8,305.00	1
Funding Specialist	0	\$ 155.00	\$0.00	0
Public Information	0	\$ 102.00	\$0.00	0
Project Administrator	0	\$ 132.00	\$0.00	0
Inspector Aide/Intern	0	\$ 61.00	\$0.00	0
Inspector	1680	\$ 113.00	\$189,840.00	24
Contract Support Specialist	0	\$ 96.00	\$0.00	0
Administrative	249	\$ 58.00	\$14,442.00	3
			\$479,355.00	

4. **CONSTRUCTION (TBD)** Current estimate will be defined during design

City of Indian Rocks Beach Undergrounding Scope of Services to be Performed "CONSTRUCTION" EST 15 to 24 Months				
ESTIMATED SCHEDULE OF VALUES				
Duke	QNTY	Unit	T Price	IRB TOTAL
1-1.5"	0	LF	\$ 19.31	\$ -
1-2.5"	1250	LF	\$ 20.99	\$ 26,234.38
1-3"	5000	LF	\$ 23.58	\$ 117,875.00
1-4"	7250	LF	\$ 25.30	\$ 183,425.00
1-6"	6250	LF	\$ 29.90	\$ 186,875.00
2-3"	5500	LF	\$ 32.20	\$ 177,100.00
2-4"	3500	LF	\$ 33.35	\$ 116,725.00
2-6"	2500	LF	\$ 51.75	\$ 129,375.00
Switch Cabinet	8	EA	\$ 1,207.50	\$ 9,660.00
Delta Bank	5	EA	\$ 891.25	\$ 4,456.25
1PH TX	35	EA	\$ 460.00	\$ 16,100.00
3ph TX	10	EA	\$ 874.00	\$ 8,740.00
Primary Splice Box	30	EA	\$ 1,725.00	\$ 51,750.00
Feeder Box	5	EA	\$ 2,300.00	\$ 11,500.00
DUKE BCE	1	EA	\$ 2,100,000.00	\$ 2,100,000.00
				\$ 3,139,815.63
Spectrum				
2-2"	7000	LF	\$ 24.15	\$ 169,050.00
Pedistal location	20	EA	\$ 143.75	\$ 2,875.00
Spectrum BCE	1	EA	\$ 393,750.00	\$ 393,750.00
				\$ 565,675.00
Incidentals				
General Conditions	1	LS	\$ 28,750.00	\$ 28,750.00
Mobalization	1	LS	\$ 46,000.00	\$ 46,000.00
Concrete remove/replace	1	LS	\$ 143,750.00	\$ 143,750.00
Asphalt remove/replace	1	LS	\$ 57,500.00	\$ 57,500.00
General Restoration	1	LS	\$ 28,750.00	\$ 28,750.00
MOT	275	LS	\$ 1,610.00	\$ 442,750.00
Dewatering	1	LS	\$ 23,000.00	\$ 23,000.00
Yard Expense	1	LS	\$ -	\$ -
Survey/Asbuilt	1	LS	\$ 48,000.00	\$ 48,000.00
Bonds	1	LS	\$ 190,000.00	\$ 145,000.00
				\$ 963,500.00
				\$ 4,668,990.63



UNDERGROUNDING GULF DRIVE – North of Causeway Installation of Spectrum Conduit

1. BACKGROUND & SCOPE

- a. As part of the Duke undergrounding project from Causeway to North of Harrison (Marina) Spectrum has attached aerial facilities. Similar to Duke, Spectrum allows the city's contractor to install the underground facilities. Upon completion of the newly installed undergrounded facilities Spectrum will pull their fiber & coax, make new terminations/connections, then wreck out their facilities allowing for Duke to remove the poles along the corridor.
- b. Undergrounding contractor will install the Spectrum provided conduit consistent with the Spectrum plans.
- c. Spectrum will require conduit along Gulf Blvd from the Causeway to North of Harrison. This will include necessary conduit extensions for laterals to align with Duke removals.
- d. Contractor will perform the conduit via directional bore in majority of all areas expect for small extensions from the mainline that may require minor trenching.
- e. Contractor will install the facilities with respect to the current Pinellas County permit.
- f. Contractor will coordinate and provide redline asbuilts to Spectrum following completion of the conduit.

ESTIMATED SCHEDULE OF VALUES				
Duke	EST QNTY	Unit	T Price	TOTAL
2-2"	7765	LF	\$ 10.85	\$ 84,250.25
				\$ 84,250.25
Incidentals				
Contingency	1	LS	\$ -	\$ -
Mobilization	1	LS	\$ -	\$ -
MOT	1	LS	\$ -	\$ -
Survey/Asbuilt	1	LS	\$ 2,400.00	\$ 2,400.00
Bonds	1	LS	\$ 1,708.00	\$ 1,708.00
				\$ 4,108.00
				\$ 88,358.25

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: April 4, 2024

SUBJECT: Authorization to Execute Purchase Order with Charter Communications Holdings, LLC

Recommendation:

Authorize the City Manager to execute a purchase order with Charter Communications Holding, LLC (Spectrum) for the undergrounding of wire on the east side of Gulf Blvd. north of Causeway Blvd. in the amount of \$146,580.59.

History:

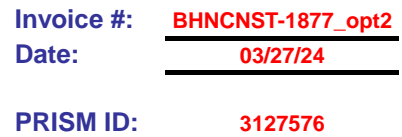
To assist the City, Utility Consultants of Florida (UCF) is offering to install all of the Spectrum conduit North of Causeway Blvd. at a price of \$88,358.25. UCF's price is \$1,641.75 lower than Spectrum's sub-contractor price of \$90,0000.00.

Background:

Upon completion of the newly installed undergrounded facilities by UCF, Spectrum will pull their fiber & coax, make new terminations/connections, then wreck out their facilities allowing for Duke to remove the poles along the corridor. Spectrum is the sole source utility provider for the communication lines.

Attachments:

1. Charter Communications Holding LLC Binding Cost Estimate.

**Invoice**

Mail To:
Spectrum
Attn: Diana McDowell
2251 Lucien Way
Maitland, FL 32751

[illegible]

Supervisor
Andrew Holtzhause
727-329-2839
Andrew.Holtzhause@charter.com