



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

**Monday, October 10, 2022
Community Center, 6:00 PM**

**PUBLIC MEETING NOTICE
AGENDA**

Call to Order
Pledge of Allegiance
Roll Call

1. Approval of Agenda.
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)
3. Presentation: Pinellas County Sheriff's Office.
 - Law Enforcement monthly report
 - Code Enforcement monthly report
4. Presentation: Certificates of Completion For IEMO II. The Florida League of Cities Institute for Elected Municipal Officials II Provides An Advanced Program on Municipal Government for Elected Officials.
 - Councilmember Jody Shirley
 - Councilmember Mike Zabel
5. Quarterly Board Reports
 - Board of Adjustment
 - Citizens Advisory Committee
 - Park and Recreation Board
 - Planning and Zoning Board
6. City Attorney Report.
7. City Manager Report.
8. City Clerk Report.

Consent Agenda

9. Approval of July 19, 2022, Special City Council City Manager Search Meeting Minutes.
10. Approval of July 28, 2022, Special City Council City Manager Search Meeting Minutes.
11. Approval of August 1, 2022, Special City Council City Manager Search Meeting Minutes.
12. Approval of September 7, 2022, City Council Meeting Minutes.
13. Approval of September 19, City Council Work Session Minutes.
14. Authorization to Execute the Interlocal Agreement Between Pinellas County and the City of Belleair Beach Providing for Joint Control of Pollutants Within Pinellas County. (Interim City Manager Riefler)
 - Establishing each party as a permittee/co-permittee to a NPDES permit for regulating municipal stormwater in a continuing series of agreements

Regular Agenda

15. Consideration of Ordinance 22-04, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Amending The City's Code Of Ordinances, To Repeal Provisions Establishing A "Gulf Of Mexico Safety Zone" In Order To Conform To Applicable State Laws And Regulations; Establishing A "Vessel-Exclusion Zone" Designated As A "Public Bathing Beach" Restricted To Manually Propelled Vessels Only; Providing For The Installation Of Regulatory Markers; Establishing Violations Relating To The Public Bathing Beach; Establishing The Means Of Enforcement; Providing For The Incorporation Of Recitals; Providing Administrative Direction To Implement This Ordinance; Providing For Severability; Providing For An Effective Date. Goal 1, Goal 5 (First Reading)
 - To establish a "vessel-exclusion zone" designated as a "public bathing beach"
16. Consideration of Resolution 2022-07, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Ratifying The State Of Local Emergency In Belleair Beach Declared By The Mayor Due To Tropical Depression Nine/Tropical Storm Ian/Hurricane Ian And Its Potential Threat Of Harm To The Residents And Property Of The City Of Belleair Beach; And Providing For An Effective Date And Termination Date. Goal 1 (Interim City Manager Riefler)
 - To ratify the Proclamation of Emergency
 - To terminate the state of local emergency

17. Consideration of Resolution 2022-08, A Resolution Of The City Council Of The City Of Belleair Beach Delegating To The City Manager The Administrative Authority To Authorize The Use Of The City Seal Under Certain Conditions; Making Related Findings; Providing For Severability; And Providing For An Effective Date. (Interim City Manager Riefler)
 - Providing for limited powers of delegation by the City Manager to grant permission to written requests for use of the City Seal
18. Nomination and Election of Vice Mayor by Ballot.
 - Nominate and elect a vice mayor following the resignation of Glenn Gunn from the Vice Mayor position. Councilmembers who have expressed interest are:
 - Leslie Notaro
 - Jody Shirley
 - Mike Zabel
19. Consideration of Appointment of Park and Recreation Board Alternate Member to Member.
 - Deborah DiCosimo
20. Consideration of Agreement Between the Belleair Beach Community Foundation and the City of Belleair Beach for an Engraved Brick Program. Goal 3 (Interim City Manager Riefler)
 - A program to recognize and honor persons, organizations, and events related to the City of Belleair Beach
21. Authorization to Approve Proposal for Plan Review Services. Goal 2 (Interim City Manager Riefler)
 - Request authorization to contract with Madrid CPWG Services to review new building plans for compliance with City codes
22. Consideration to Execute Service Agreement with Victor Burianek for City Council Meeting Video Recordings. Goal 4 (Interim City Manager Riefler)
 - Continue video recording services with current contractor
23. Consideration Of Councilmember Zabel's Proposed Communication Procedures - Goal 4. (Councilmember Zabel)
 - Develop work list for myself and the City regarding Citizens concerns
 - Recommend all agenda items be tagged with the Strategic Plan ID with end of year roll-up under the Strategic Plan ID, and a page on the City website showing the list
 - Recommend names and email addresses of all Councilmembers be on all agendas
 - Recommend a disclaimer for all Councilmembers' emails
 - Recommend postcard from City requesting Citizen email addresses for City notifications

- 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.

Patricia A. Gentry, CMC
City Clerk

Upcoming Meetings and Events

as of October 10, 2022

Board of Adjustment Hearing

Thursday, October 13, 2022
6:00pm



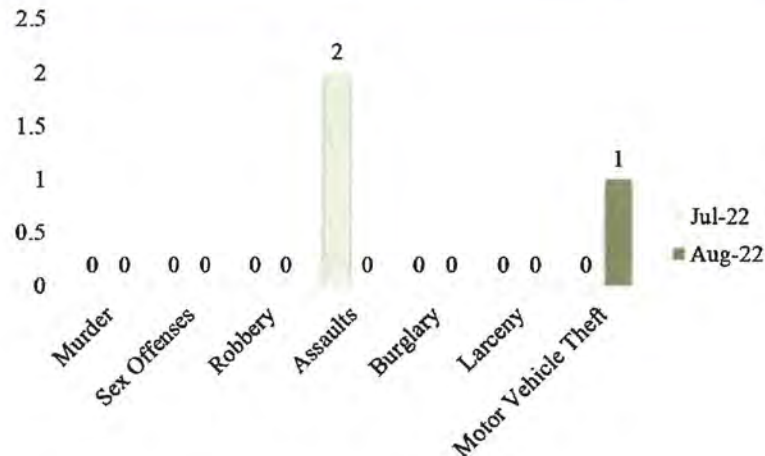
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

August 2022

Select UCR Property & Person Crimes	July 2022	August 2022	August 2021 YTD	August 2022 YTD
Murder	0	0	0	0
Sex Offenses	0	0	0	1
Robbery	0	0	0	0
Assaults	2	0	7	9
Burglary	0	0	1	3
Larceny	0	0	4	9
Motor Vehicle Theft	0	1	0	1
GRAND TOTAL	2	1	12	23



Prepared by: Casey Taylor

Data Source: ACISS: UCR Offenses with Occurred Address, Arrested Subjects

CAD: Crime Analysis Views, Crime Analysis Incident History (Dispo- 7) Vehicle Abandoned/Illegally Parked

Arrests

August 2022

There were a total of 9 people arrested in the City of Belleair Beach during the month of August 2022 resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
Misdemeanor	1
False Name Or Id By Per Arrest	1
Warrant	1
Warrant Arrest	1
Traffic Felony	2
Driver's License Suspended/Revoked	2
Traffic Misdemeanor	8
Driver's License Suspended/Revoked	1
Driving Under The Influence	2
Leave Scene (With Damage)	1
No Valid Driver's License	3
No/Expired Tag	1
Grand Total	12

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

Deputy Activity

There were a total of **940** events in the City of Belleair Beach during the month of August resulting in **1,070** 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 August. *CAD data is filtered by problem type.

August 2022	
DEPUTY ACTIVITY	TOTAL
Directed Patrol	307
House Check	198
Traffic Stop	168
Contact	49
Ordinance Violation	41
Vehicle Abandoned/Illegally Parked	36
Assist Citizen	15
Suspicious Person	13
Traffic Violation	11
Alarm	11
Information/Other	10
Area Check	8
Traffic Control	7
Suspicious Vehicle	7
Transport Prisoner	7
911 Hang-up Or Open Line	6
Assist Motorist	5
Boating Vessel Stop	4
Traffic Hazard/Obstruction	3
Building Check Business	3
Special Detail	3
Supplement	3
Animal Call	2
Accident	2
Neighbor Problem	2

Prepared by: Casey Taylor

Data Source: ACISS: UCR Offenses with Occurred Address, Arrested Subjects

CAD: Crime Analysis Views, Crime Analysis Incident History (Dispo- 7) Vehicle Abandoned/Illegally Parked

- 3 -

9/13/2022

Crash & Citation Analysis

There was 1 crash in the City of Belleair Beach during August 2022. *Crash data is filtered by disposition type and may include "accident and hit and run" problem types.

CRASH LOCATION	TOTAL
Gulf Blvd/Howard Drive	1

Crashes by Day of the Week



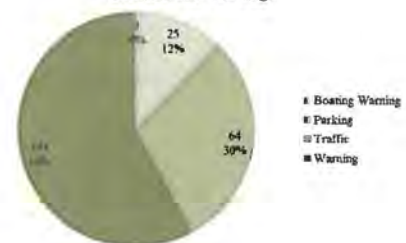
Crashes by Time of Day



There were a total of 214 citations and warnings issued in the City of Belleair Beach during August 2022.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
Gulf Blvd & Causeway Blvd	10
Gulf Blvd & Morgan Drive	8
0 Belleair Beach Causeway	7
Gulf Blvd & 18th St	4
Gulf Blvd & 12th St	3
Gulf Blvd & 1st St	3
600 Gulf Blvd	2
501 Gulf Blvd	2
621 Belle Isle Ave	2
Gulf Blvd & 6th St	2

Citations and Warnings



Prepared by: Casey Taylor

Data Source: ACISS: UCR Offenses with Occurred Address, Arrested Subjects

CAD: Crime Analysis Views, Crime Analysis Incident History (Dispo- 7) Vehicle Abandoned/Illegally Parked

- 4 -

9/13/2022



CATEGORY										
LANDSCAP	PARKING	DOCKS	RENTAL	PERMIT	TRASH	NUISANCE	SIGNS	VIOLATION	OTHER	

Monthly Code Enforcement Report

Start DATE	Closed DATE	DAYS OPEN									#	Street Name	SOURCE	COMMENTS
9/2/2022	9/2/2022	1	X								1021	Spruce Dr	Comp	Follow up Ord 22-34 Case Closed
9/2/2022	9/2/2022	1	X								201	Gulf Blvd	On view	Follow up Ord 22-34 Case Closed
9/2/2022	9/2/2022	1								X	100	Aleta Drive	Comp	Ref to City Hall for Permit (Boat Detail)
9/2/2022	9/2/2022	1									209	Harrison Drive	Comp	Follow up Green Pool, Resolved Case Closed
9/5/2022	9/5/2022	1												Holiday
9/6/2022	9/6/2022	1	X								103	7th Street	On view	Follow up ref 22-34 Case Closed
9/6/2022	9/6/2022	1				X					132	Aleta Drive	On view	Stop Work Order / Re-model
9/6/2022	9/6/2022	1				X					135	Aleta Drive	On view	Stop Work Order / A/C Install
9/6/2022	9/6/2022	1								X	100	Aleta Drive	On view	Boat and Trailer in driveway/ 5 Day Notice
9/7/2022	9/7/2022	1								X	2199	Louisa Dr	On view	Road Obstruction/ Moved Case Closed
9/7/2022	9/7/2022	1				X					135	Aleta Drive	On view	Follow up A/c Permit / Valid Case Closed
9/7/2022	9/7/2022	1	X								235	Howard Drive	On view	2nd Notice ref Ord 22-34 / Letter Sent to H.O.
9/8/2022	9/8/2022	1								X	100	Aleta Drive	On view	Follow up Boats Removed/ Case Closed
9/8/2022	9/8/2022	1									424	22nd Street	On view	Inspection Report / ref Inlet Protection
9/9/2022	9/9/2022	1	X								1020	Spruce Dr	On view	Follow up ref 22-34 Pending
9/9/2022	9/9/2022	1	X								116	Causeway Blvd	On view	Follow up ref 22-34 Case Closed
9/9/2022	9/9/2022	1	X								1020	Palm Drive	On view	Follow up ref 22-34 Pending
9/9/2022	9/9/2022	1	X								2400	Bayshore Drive	On view	Follow up ref 22-34 Letter Violation Sent
9/11/2022	9/11/2022	1								X	102	3rd Street	On view	Stop Work Order No Work on Sunday
9/11/2022	9/11/2022	1									117	7th Street	On view	Boat and Trailer in driveway/ 5 Day Notice
9/11/2022	9/11/2022	1									921	Cedar Drive	On view	Trailer in Driveway/ Owner Removed
9/11/2022	9/11/2022	1								X	620	Belle Isle	On view	Stop Work Order No Work on Sunday
9/11/2022	9/11/2022	1		X							2650	Gulf Blvd	On view	Parking Violation Citation 13932 Issued
9/12/2022	9/12/2022	1				X					501	Harbor Drive	On view	Stop Work Order / No Permit
9/12/2022	9/12/2022	1								X	103	3rd Street	On view	Follow up Shed / Fence Permit Case Closed
9/12/2022	9/12/2022	1								X	106	23rd Street	Comp	Ref Ord 22-34 Information / Case Closed



CATEGORY										
LANDSCAP	PARKING	DOCKS	RENTAL	PERMIT	TRASH	NUISANCE	SIGNS	VIOLATION	OTHER	

Monthly Code Enforcement Report

Start DATE	Closed DATE	DAYS OPEN									#	Street Name	SOURCE	COMMENTS
9/13/2022	9/13/2022	1				X					103	7th Street	On view	Follow up ref Short Term Rental / No Violation
9/13/2022	9/13/2022	1								X	117	7th Street	On view	Follow up Ref Boat in Driveway/No Violation
9/13/2022	9/13/2022	1	X								1020	Palm Drive	On view	Follow up Ref Ord 22-34 / No Violation
9/13/2022	9/13/2022	1				X					277	Howard Drive	On view	Follow up Permit / Valid
9/14/2022	9/14/2022	1			X						616	Belle Isle	On view	Follow up Dock repair /Case Closed
9/16/2022	9/16/2022	1	X								2204	Donato Drive	On view	Ref 22-34 Photos sent to City Hall / Pending
9/20/2022	9/20/2022	1								X	444	Causeway Blvd	On view	Community Meeting
9/21/2022	9/21/2022	1				X					3400	Gulf Blvd Unit 308	Comp	Permit Check / Valid
9/21/2022	9/21/2022	1				X					501	Harbor Drive	On view	Permit Check / Applied for
9/21/2022	9/21/2022	1	X								2601	Bayshore Drive	On view	Ord Violation 22-34
9/21/2022	9/21/2022	1						X			127	Aleta Drive	Comp	Loose Animal / Warning
9/21/2022	9/21/2022	1	X								2204	Donato Drive	On view	Follow up / No Violation
9/21/2022	9/21/2022	1				X					3141	West Hibiscus Dr	On view	Permit Check A/C Valid
9/22/2022	9/22/2022	1								X	110	14th Street	On view	Ord Violation / Car parked in front yard
9/22/2022	9/22/2022	1	X								103	17th Street	On view	Ord 22-34 5 Day notice
9/22/2022	9/22/2022	1	X								2234	Donato Drive	On view	Ord 22-34 5 Day notice
9/22/2022	9/22/2022	1								X	2227	Donato Drive	On view	Ord trailer in driveway / 5 Day notice
9/22/2022	9/22/2022	1		X							2650	Gulf Blvd	On view	Parking Violation Citation 13934
9/22/2022	9/22/2022	1				X					132	Aleta Drive	On view	Follow up / Valid Permit
9/26/2022	9/26/2022	1	X								104	17th Street	On view	Follow up Case Closed
9/26/2022	9/26/2022	1	X								2505	Hibiscus Dr	On view	5 Day Notice ord 22-34
9/26/2022	9/26/2022	1	X								2601	Bayshore Drive	On view	Follow up Case Closed
9/26/2022	9/26/2022	1	X								235	Howard Drive	On view	Follow up Case Closed
9/26/2022	9/26/2022	1				X					3111	Gulf Blvd	On view	Pod in Driveway/No permit
9/27/2022	9/27/2022	1								X	444	Causeway Blvd	On view	City Hall / EOC
9/28/2022	9/28/2022	1								X	444	Causeway Blvd	On view	City Hall / EOC
9/29/2022	9/29/2022	1								X	444	Causeway Blvd	On view	Damage Assessment
9/30/2022	9/30/2022	1				X					301	Harbor Drive	On view	Stop Work Order / Re-Model No Permit



September 19, 2022

Councilmember Jody Shirley
City of Belleair Beach
444 Causeway Blvd
Belleair Beach, FL 33786-3326

The Honorable Councilmember Jody Shirley,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials II in Fort Myers on September 16-17, 2022.

It is our sincere hope that you found the program challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

Lynn S. Tipton
Director, FLC University
Florida League of Cities





IEMO II

Certificate of Completion

September 16-17, 2022 • Fort Myers, FL

Presented to

The Honorable Jody Shirley

Councilmember

City of Belleair Beach



September 19, 2022

Councilmember Mike Zabel
City of Belleair Beach
444 Causeway Blvd
Belleair Beach, FL 33786-3326

The Honorable Councilmember Mike Zabel,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials II in Fort Myers on September 16-17, 2022.

It is our sincere hope that you found the program challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

A handwritten signature in black ink that reads "Lynn S. Tipton".

Lynn S. Tipton
Director, FLC University
Florida League of Cities



 **FLC UNIVERSITY**

IEMO II

Certificate of Completion

September 16-17, 2022 • Fort Myers, FL

Presented to

The Honorable Mike Zabel

Councilmember

City of Belleair Beach



Interim City Manager Report October 2022

Project	Key Dates	Unforeseen Issues	Assistance Required	Status
B22-01: 12th/13th Street & Bay Drive – BMP 7&8	Projected Start Date – October 3 (delayed by Hurricane Ian)	Utility conflicts discovered after breaking ground	Engineer is working on field adjustments	Pinellas County has decided not to upgrade the existing utilities within the City project limits.
Gulf Blvd Undergrounding	City Council Approved – September 7	None	None	Utility Consultants of Florida is obtaining required easements along Gulf Blvd.
B22-02: 7th Street Seawall Renovation, 7th Street Boat Ramp Replacement, and 16th Street Seawall Renovation	Projected Start Date – September 12	None	None	Installing vinyl sheet piling and anchors at both sites.
17th and 18th Street (BMP 10 & 11) Stormwater Improvement Project	Received proposal from Deuel & Associates for project design and engineering services – September 14	None	None	Requesting additional proposals from Madrid CPWG and Cardno for comparison.
Code Enforcement Analysis Project	First Meeting – September 6 Resident Survey – Sending out week of October 10	None	None	Project staff include Councilmember Roberts, Interim City Manager, Executive Assistant, Code Enforcement Officer, and PCSO Sergeant.
City Hall Seawall Project	Bid – November 2022	None	None	\$30,000.00 budgeted in Capital Projects Fund FY 2022-23.
Children's Playground Replacement	Install – February 2023.	None	None	New equipment is on back order. Demolition by January 2023.



City Clerk Report

October 2022

	Key Dates	Unforeseen Issues	Assistance Required	Status
Hurricane Ian Packing, Moving, Unpacking	October 27 & 29			Complete
Board of Adjustment Hearing to Appeal a Decision made that is consistent with the City Code: <ul style="list-style-type: none">In order to build a single-family home with three habitable floors	Hearing Date: October 13, 2022	N/A	N/A	Pending
Satisfaction of Liens Filed Upon Receipt of Payment: <ol style="list-style-type: none">114 16th Street1041 Gulf Boulevard2302 Bayshore Drive				<ol style="list-style-type: none">Release PendingCompleteComplete



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

**Tuesday, July 19, 2022
Community Center, 5:00pm**

PUBLIC MEETING MINUTES

The meeting was called to order by Mayor Dave Gattis at 5:02pm, followed by a Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present were Councilmembers Frank Bankard, Leslie Notaro, Lloyd Roberts, and Mike Zabel; Mayor Dave Gattis, Vice Mayor Glenn Gunn, City Clerk Patricia Gentry, and City Attorney Randy Mora. Councilmember Jody Shirley attended a portion of the meeting via Zoom.

POINT OF ORDER was called by Councilmember Notaro for correction of the date.

Mayor Gattis stated that City Council would interview each Candidate for 20 minutes followed by a 10-minute discussion of each Candidate by Council. Council would then take a ballot vote for two Candidates to return the following week for in-person interviews.

City Attorney Mora reviewed a list of dos and don'ts for interviewing.

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

1. City Manager Candidate Interviews.

- **#11 Kenneth Griffin**
- **#15 Peter Cavalli**
- **#20 Kyle Riefler**
- **#28 Robert Daniels**

Each Candidate introduced themselves and gave an overview of their work experience and goals, followed by a question-and-answer from Council.

Councilmember Bankard left the meeting at 6:40pm prior to Mr. Daniels' interview.

Break from 7:41pm to 7:51pm.

MOTION was made by Councilmember Zabel and seconded by Councilmember Roberts to move forward on voting for two Candidates to progress to the next level of interviews.

Vote to select two Candidates followed City Council and Public comments.

Vice Mayor Gunn voted for:	Kenneth Griffin and Robert Daniels
Mayor Gattis voted for:	Kenneth Griffin and Robert Daniels
Councilmember Roberts voted for:	Kenneth Griffin and Robert Daniels
Councilmember Notaro voted for:	Peter Cavalli and Robert Daniels
Councilmember Bankard voted for:	Kyle Riefler only
Councilmember Zabel voted for:	Kenneth Griffin and Robert Daniels

Mayor Gattis stated that the top two Candidates were Mr. Griffin and Mr. Daniels.

A meeting was proposed for July 28th to interview the two Candidates.

ADJOURN

MOTION was made by Councilmember Notaro and seconded by Vice Mayor Gunn to adjourn at 8:17pm.

Motion passed 5-0.

_____	APPROVED: _____
Date Approved	Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Thursday, July 28, 2022
Community Center, 5:00pm**

PUBLIC MEETING MINUTES

The meeting was called to order by Mayor Dave Gattis, followed by a Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present were Councilmembers Leslie Notaro, Lloyd Roberts, Jody Shirley, and Mike Zabel; Mayor Dave Gattis, Vice Mayor Glenn Gunn, Interim City Manager Kyle Riefler, and City Clerk Patricia Gentry. Councilmember Frank Bankard and City Attorney Randy Mora attended via Zoom.

Mayor Gattis advised:

- This meeting is not to hire a city manager
- If Council selects Kenneth Griffin, this will move Council into the contract negotiation phase with Mr. Griffin
- The second candidate, Robert Daniels, has accepted another job offer, leaving Kenneth Griffin as the only candidate
- Once the interview is completed, Mr. Griffin will be asked to leave the room during Council discussion and be brought back for the vote. He will be able to hear Council's discussion from outside of the Chamber

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

1. City Manager Candidate Interviews and Final Selection.

- **Kenneth Griffin**

Discussion with Mr. Griffin included, in part:

- The disparity in his current salary and the salary being offered
- His job history
- His motivation to leave his current position
- His intended length of employment with the City
- What he believes the priorities for the City should be
- His practicable and hands-on experience for the requirements of the job
- His experience with:
 - Grants
 - Stormwater issues
 - Waterfront communities
 - Current technology
 - Relationships with local agencies

MOTION was made by Councilmember Roberts and seconded by Councilmember Zabel to take a vote for the single Candidate.

Following Council discussion and Public comment Mr. Griffin was called back into the Chamber for further discussion.

Vote to move forward with the negotiation phase following Council discussion, Public Comment, and further discussion with Mr. Griffin:

Councilmember Notaro	No
Councilmember Roberts	Yes
Mayor Gattis	Yes
Vice Mayor Gunn	Yes
Councilmember Shirley	No
Councilmember Zabel	Yes
Councilmember Bankard	No

Motion passed 4-3.

Mayor Gattis stated that the negotiation phase would now move forward.

Consensus of Council:

- City Attorney Mora will negotiate a contract with Mr. Griffin for Council's final approval
- Mr. Griffin will supply verification of his current salary to City Attorney Mora
- Vice Mayor Gunn will prepare a draft of expectations for Council to monitor and gauge Mr. Griffin's performance
- City Attorney Mora will prepare an employment agreement for Council's review

A work session was scheduled for the upcoming Monday to set contract parameters for City Attorney Mora to discuss with Mr. Griffin.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Notaro to adjourn at 6:50pm.

Motion passed 7-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Monday, August 1, 2022
Community Center, 5:00pm**

The meeting was called to order 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, Leslie Notaro, Lloyd Roberts, Jody Shirley, and Mike Zabel; Mayor Dave Gattis, Vice Mayor Glenn Gunn, Interim City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy Mora.

1. Discuss Contract Negotiation Parameters for City Manager Candidate.

At the previous meeting Vice Mayor Gunn had volunteered to work on a list of initial expectations and methods of tracking progress for the new city manager.

Vice Mayor Gunn reviewed the goals, and near-term and long-term objectives in part:

BACKGROUND: The City of Belleair Beach will likely exceed its projected budget for a new City Manager. Therefore, justification should rely on obtaining a satisfactory Return On Investment. With this goal in mind, the Council should consider setting the below expectations/objectives.

OBJECTIVES: Within the first 100 days of employment, the new Belleair Beach City Manager shall report back to the City Council regarding a Plan of Action for the following areas:

- 1) Establish and implement a structured Grant Policy/Process.
- 2) Develop and integrate a City of Belleair Beach "dashboard" or "scorecard".
- 3) Review and update the City of Belleair Beach Personnel Policy.
- 4) Review the Capital Improvement Plan.
- 5) Continue to embrace technology wherever feasible.
- 6) Continue progress for improving Gulf Boulevard aesthetics and resiliency.

Council discussion followed.

POINT OF ORDER was called by Mayor Gattis to Councilmember Bankard to remain on the topic of the contract negotiation parameters.

Council discussion included, in part:

- Mr. Griffin to provide verification of his current salary
- The maximum base salary offered would be \$140,000
- Health insurance, pension, 401K, car allowance, and separation package

Consensus of Council was for City Attorney Mora to negotiate terms with Mr. Griffin based on the parameters discussed.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Shirley to adjourn at 5:50pm.

Motion passed 7-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Wednesday, September 7, 2022
Community Center, 6:00 PM**

PUBLIC MEETING MINUTES

The meeting was called to order 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, Leslie Notaro, Jody Shirley, and Mike Zabel; Mayor Dave Gattis, Vice Mayor Glenn Gunn, Interim City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy Mora. Councilmember Lloyd Roberts attended by Zoom.

Mayor Gattis asked for a moment of silence for those who lost their lives on September 11, 2001, in a coordinated attack on the World Trade Center, the US Pentagon, and United Airlines flight 93. He advised that on September 11th at 8:00am the PSFRD will host the 9/11 Memorial Beach Walk to honor the fallen. The Walk will begin at the Belleair Beach Community Center - all are invited to join the Firefighters in the Walk. Information about this event is on the City website and the PSFRD website.

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 Zabel to approve the Agenda.

MOTION to AMEND the Agenda to move Item number 17 to the Regular Agenda was made by Councilmember Bankard and seconded by Councilmember Shirley.

Motion to AMEND the Agenda passed 7-0.

Motion to approve the Agenda as AMENDED passed 7-0.

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)

Citizens Comments included, in part:

- Tammie Levenda, Park and Recreation Board Chair, reviewed upcoming events and stated that details are on the City website:
 - October Pets and Pals Halloween Costume Contest
 - November Holiday Food Drive
 - November Chili Cook-Off
 - January Health & Wellness Fair
- Victor Burianek, videographer, spoke regarding the quality of his recordings versus Zoom recordings, and his fees
- Paving of the walking easement in the City

3. Presentation: Pinellas County Sheriff's Office.

- **Law Enforcement monthly report**

Sergeant McKnight reviewed the monthly report.

- **Code Enforcement monthly report**

Deputy Klapka reviewed the monthly report.

4. City Attorney Report.

City Attorney Mora advised:

- He will have a draft ordinance regarding the buoys at the end of the week
- He will have a cost estimate for him to review and rewrite the City Code by next week
- City Manager Search Candidate Kenneth Griffin had advised him that he was interested in accepting the original offer from City Council that he had declined

5. City Manager Report.

Interim City Manager Riefler reviewed his monthly report in the Agenda Packet.

6. City Clerk Report.

City Clerk Gentry reviewed her monthly report in the Agenda Packet.

Consent Agenda

7. Approval of June 20, 2022, Special City Council Meeting Minutes.

8. Approval of June 20, 2022, City Council Budget Workshop Minutes.

- 9. Approval of July 5, 2022, City Council Meeting Minutes.**
- 10. Approval of July 12, 2022, Special City Council Meeting Minutes.**
- 11. Approval of July 18, 2022, City Council Budget Workshop Minutes.**
- 12. Approval of July 18, 2022, Special City Council Meeting Minutes.**
- 13. Approval of August 1, 2022, City Council Meeting Minutes.**
- 14. Approval of August 15, 2022, City Council Work Session Minutes.**
- 15. Approval of August 22, 2022, City Council Work Session Minutes.**
- 16. Approval of August 22, 2022, Special City Council Meeting Minutes.**

The Consent Agenda passed 7-0.

- 17. Authorize the Interim City Manager to Execute the Contract for Code Enforcement Services with the Pinellas County Sheriff for Fiscal Year 2022/23. (Interim City Manager Riefler)**
 - Authorize contract with PCSO for code enforcement services [Moved to the Regular Agenda]**

MOTION was made by Councilmember Zabel and seconded by Councilmember Bankard.

Councilmember Shirley	Aye
Councilmember Zabel	Aye
Councilmember Bankard	Aye
Councilmember Roberts	Aye
Councilmember Notaro	Aye
Vice Mayor Gunn	Aye
Mayor Gattis	Aye

Motion passed 7-0.

Regular Agenda

- 18. Consideration of Adopting the Proposed Ad Valorem Millage Rate for FY 2022-2023. (Interim City Manager Riefler)**
 - First Public Hearing on Setting Proposed Final Millage Rate for FY 2022-2023**

MOTION was made by Councilmember Notaro and seconded by Councilmember Shirley.

Councilmember Bankard	No
Councilmember Notaro	Yes
Councilmember Roberts	Yes
Councilmember Shirley	Aye
Councilmember Zabel	Aye
Vice Mayor Gunn	Aye
Mayor Gattis	Aye

Motion passed 6-1.

Mayor Gattis stated that the proposed millage rate of 2.0394 mills, which is higher than the rolled-back rate by 13.83%, is to fund the expenses of the General Fund for the Fiscal Year commencing October 1, 2022 and ending September 30, 2023. The final approved millage rate for the City of Belleair Beach will be presented at a second and final public hearing that will be held on Monday, September 19, 2022, at 5:05 P.M.

19. **Consideration of Approving the City of Belleair Beach Budget, Making Appropriations for Certain Expenditures, Expenses, Capital Improvements and Certain Indebtedness for the Year Beginning October 1, 2022, and Ending September 30, 2023. (Interim City Manager Riefler)**
- **Submittal of the proposed budget**

MOTION was made by Vice Mayor Gunn and seconded by Councilmember Zabel.

Councilmember Zabel	Aye
Councilmember Shirley	Aye
Councilmember Roberts	Yes
Councilmember Notaro	Aye
Councilmember Bankard	Yes
Vice Mayor Gunn	Aye
Mayor Gattis	Aye

Motion passed 7-0.

Mayor Gattis stated that the final approved Budget for Fiscal Year 2022-2023 for the City of Belleair Beach will be presented at a second and final public hearing that will be held at the Community Center on Monday, September 19, 2022, at 5:05 P.M.

20. **Consideration of Appointment of an Alternate Member to the Citizens Advisory Committee.**
- **Tim Holic**

MOTION was made by Councilmember Shirley and seconded by Councilmember Zabel.

Motion passed 7-0.

21. **Authorize the Interim City Manager to Execute an Agreement Addendum with Waste Management Inc. of Florida for Residential Single Family & Multi Family Residential Complex's Solid Waste Collection Services. (Interim City Manager Riefler)**
- **Execute Addendum #4 increasing the agreement amount from \$304,380.58 to \$330,985.90 annually**

MOTION was made by Councilmember Shirley and seconded by Councilmember Zabel.

POINT OF ORDER was called by Mayor Gattis to Councilmember Bankard's interruption to Councilmember Zabel comments stating - it should not be a 'back-and-forth'. Councilmember Zabel continued with his comments.

Councilmember Bankard	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Aye
Councilmember Shirley	Aye
Councilmember Zabel	Aye
Vice Mayor Gunn	Aye
Mayor Gattis	Aye

Motion passed 7-0.

22. **Approval of Piggyback Agreement for Consulting Services Related to Utility Undergrounding and Authorization to Execute a Purchase Order with Utility Consultants of Florida. (Interim City Manager Riefler)**
- **To underground utilities on the east side of Gulf Boulevard – Phase I for \$847,424.50 and Phase II for \$1,136,081.20**

MOTION was made by Councilmember Zabel and seconded by Vice Mayor Gunn.

Councilmember Zabel	Aye
Councilmember Shirley	Aye
Councilmember Roberts	Aye
Councilmember Notaro	Aye

Councilmember Bankard	No
Vice Mayor Gunn	Aye
Mayor Gattis	Aye

Motion passed 6-1.**23. Authorization to Execute Underground Conversion Agreements and Purchase Orders with Duke Energy Florida, LLC. (Interim City Manager Riefler)**

- **To underground utilities on the east side of Gulf Boulevard – Phase I for \$1,129,159.09 and Phase II for \$2,036,392.83**

MOTION was made by Councilmember Shirley and seconded by Councilmember Notaro.

POINT OF ORDER was called by Mayor Gattis to Councilmember Bankard and Councilmember Shirley stating - it should not be a 'back-and-forth', but one speaker at a time.

Councilmember Bankard	No
Councilmember Notaro	Yes
Councilmember Roberts	Aye
Councilmember Shirley	Aye
Councilmember Zabel	Aye
Vice Mayor Gunn	Aye
Mayor Gattis	Aye

Motion passed 6-1.**24. Unfinished Business.**

Discussion included, in part:

- Agreement for City Attorney Mora to advise City Manager Search Candidate Kenneth Griffin that City Council did not wish to re-extend their original offer to him
- Council will have further discussion at the next work session for the direction the search will take

25. City Council Comments.

Councilmember Roberts stated all options should be pursued when the City Manager search begins again.

Councilmember Shirley thanked Interim City Manager Riefler for doing a great job, being a great support, and for everything he has done during the transition to keep the buoy issue and the undergrounding project moving forward.

Councilmember Zabel spoke regarding the recent passing of a Belleair Beach resident and asked that all be aware in case a neighbor needs help.

Councilmember Bankard spoke opposing paving the walking easements at this time; and Interim City Manager Riefler and City Attorney Mora did an excellent job representing the City at the recent Hearing for a code violation.

Councilmember Notaro had no further comments.

Vice Mayor Gunn spoke regarding the City Manager Search process; displaying information onscreen during Zoom meetings; the County stormwater pond on Causeway Boulevard; and asked for further discussion of funding for the Gulf Boulevard undergrounding.

Mayor Gattis spoke regarding the planning and execution for the City Manager Search process, and for discussion of city and county code issues at the next work session. He thanked all who attended in person and via Zoom and thanked City Council and Staff for their dedication to the City.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Shirley to adjourn at 7:45pm.

Motion passed 7-0.

Date Approved

APPROVED: _____

Dave Gattis, Mayor

ATTEST: _____

Patricia A. Gentry, City Clerk



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

**Monday, September 19, 2022
Community Center
Immediately following
5:05pm Final Public Budget Hearing**

PUBLIC MEETING MINUTES

The meeting was called to order at 5:17pm by Mayor Dave Gattis, followed by a Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present were Councilmembers Leslie Notaro, Lloyd Roberts, Jody Shirley, and Mike Zabel; Mayor Dave Gattis, Interim City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy Mora. Vice Mayor Glenn Gunn and Councilmember Frank Bankard attended by Zoom.

1. Discuss and Review Proposed Ordinance to Establish a "Vessel-Exclusion Zone" Designated as a "Public Bathing Beach" (Interim City Manager Riefler)

Discussion included, in part:

- To establish a vessel-exclusion zone
- Distance between markers
- Markers will be 100 yards from shore

Consensus of Council was to move forward with the proposed ordinance for a first reading.

2. Discuss City Manager Search Parameters. (Mayor Gattis)

Discussion included, in part:

- Any resumes received will be sent to City Council
- The pros and cons of suspending the search for now
- Interim City Manager Riefler is handling both the job of City Manager and Public Works for the time being
- The FLC Senior Advisor Program can establish a training program and mentoring for Interim City Manager Riefler

Consensus of Council was for City Attorney Mora to contact the FLC ICMA Senior Advisor Program for their recommendation of next steps for the City to move forward.

3. Discuss Guidelines for Residents Regarding Handyman Work and Licensed Contractor Work. (Mayor Gattis)

Discussion included, in part:

- The difference between handyman work and contractor work
- What are the priorities for code enforcement in the City
- To establish structure, direction, and guidelines for the PCSO code enforcement officer

4. Discuss City and County Code Issues. (Mayor Gattis)

Agenda Item Number 4 was discussed in Item 3.

5. Discuss Proposed Walking Easement Path. (Interim City Manager Riefler)

Discussion included, in part:

- This section would tie in with the 12th and 13th Street Stormwater Project - this would be the time to request a quote for asphalt paving from the contractor
- Options for different paving materials
- There are many tree roots along the path that will have an effect on any type of paving material
- Increasing the walkability of the City versus privacy of homeowners along the path
- Feedback from Residents has been both in favor of, and opposed
- Some property owners have encroached on portions of the path with plantings, etc
- \$20,000 is in this year's budget as a savings plan towards the paving

Consensus of Council was for the Park and Recreation Board to survey the Residents for their input and report back to Council.

6. Discuss Regulation of Dead and Decaying Trees in City Code. (Mayor Gattis)

Discussion followed with advice from City Attorney Mora regarding process.

Consensus of Council was for Interim City Manager Riefler to determine the process for addressing individual trees, and trees city-wide.

7. Update for Quote from City Attorney Mora to Review the City Code. (Mayor Gattis)

Discussion of a comprehensive review and potential revision of Subpart A of the City's Code of Ordinances by City Attorney Mora, with the priority being the sign code.

Break 7:51pm to 7:59pm

Consensus of Council was for City Attorney Mora to move forward with the review and revision of the sign ordinance portion of the City Code.

8. Discuss Continuing Services with Videographer and Advertising for a Zoom Meeting Facilitator. (Mayor Gattis)

Mayor Gattis clarified that he was suggesting a hybrid of videographer Victor Burianek to record meetings and a volunteer to facilitate the Zoom side of meetings.

Mr. Burianek will have a revised quote for his services at the next meeting.

9. General Business.

Councilmember Zabel had provided a handout for the work session. Each item was reviewed and discussed:

- Agenda items as they relate to the Strategic Plan
- The County stormwater pond
- Parking Station maintenance costs, increasing the parking fees, and the ParkMobile app
- Discuss impact fees with the City of Clearwater and their businesses because of the effect traffic to their city has on the City of Belleair Beach
- Pumps to alleviate the flooding and standing water on City streets
- Attach floating docks to the docks at each City park

Vice Mayor Gunn advised that he is going to 'step down' as vice mayor, and requested that the election of a new vice mayor be on the next meeting agenda.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Zabel to adjourn at 8:54pm.

Motion passed 7-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk

*PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW*



**INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT DISCHARGES WITHIN
PINELLAS COUNTY**

AGREEMENT PREPARED BY
PINELLAS COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT
OCTOBER 2022

TABLE OF CONTENTS

SECTION	PAGE
1 RECITALS	5
2 PURPOSE	5
3 DUTIES	5
4 NOTICES	6
5 FILING AND TERM	8
6 WITHDRAWAL	9
7 REMOVAL FROM MS4 PERMIT	9
8 AMENDMENT	9
9 NON-APPROPRIATIONS	9
10 LIABILITY AND THIRD PARTIES	10
11 SEVERABILITY	10
12 APPLICABLE LAW	10
13 ENTIRE AGREEMENT	10

**INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT
DISCHARGES WITHIN PINELLAS COUNTY**

THIS INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY (hereinafter referred to as this "Agreement"), is entered into on this _____ day of _____, 2022, among: (1) Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island, all of which are municipal corporations of the State of Florida (hereinafter—although separate parties hereto—collectively referred to as the "Cities"); and (2) Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as the "County"); and (3) the Florida Department of Transportation, an agency of the State of Florida (hereinafter referred to as "FDOT"). The Cities, County, FDOT are individually referred to as "Party," or collectively referred to as the "Parties," herein.

WITNESSETH:

WHEREAS, this Agreement is made and entered into between the Parties pursuant to the "Florida Interlocal Cooperation Act of 1969," codified at Section 163.01 of the Florida Statutes;

WHEREAS, pursuant to Section 402 of the Federal Clean Water Act and regulations adopted in accordance therewith, each Party is required to be a permittee or co-permittee to a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for discharges of municipal stormwater to Waters of State;

WHEREAS, pursuant to Section 403.0885 of the Florida Statutes and regulations adopted in accordance therewith, the State of Florida has been delegated authority by the Federal Government

to issue NPDES Permits, including MS4 Permits;

WHEREAS, the Parties are co-permittees of MS4 Permit (FLS000005-004) (the “MS4 Permit”), which expires on June 30, 2023;

WHEREAS, notwithstanding the Parties being co-permittees to the MS4 Permit, each party hereto owns and operates its own MS4;

WHEREAS, Section I.C.1.a. of the MS4 Permit provides that each Party must comply with MS4 Permit conditions for its own MS4;

WHEREAS, Section II.E of the MS4 Permit provides that each Party must ensure legal authority to control discharges to and from its own MS4;

WHEREAS, Section II.A.7.a. of the MS4 Permit provides that each Party must effectively prohibit illicit discharges (i.e., non-stormwater discharges, subject to limited exceptions explained in Section II.A.7.a.) to its own MS4 through inspections, ordinances, and enforcement;

WHEREAS, in Section 2.1.3 of the Parties – initial application for an MS4 permit dated May 17, 1993, the Parties represented to the U.S. Environmental Protection Agency (EPA) that, consistent with Section (d)(2)(i)(D) of Part 40 of the Code of Federal Regulations, “it is anticipated that an interlocal agreement [addressing the joint control of illicit discharges] acceptable to each [Party] and EPA will be completed by May 1994;” Note that Town of Indian Shores was an applicant for the initial MS4 Permit application, but is not Party to this Agreement.

WHEREAS, in light of the above cited provisions from the MS4 Permit and Original MS4 Permit Application, the Parties have entered into a series of interlocal agreements affirming each Party’s accountability for its own MS4, most recently on February 20, 2018 (the “2017 Interlocal Agreement”);

WHEREAS, the 2017 Interlocal Agreement expires on November 30, 2022; and

WHEREAS, due to the impending expiration of the 2017 Interlocal Agreement, and the high likelihood that the MS4 Permit will be renewed by the Florida Department of Environmental Protection (FDEP) with similar terms and conditions, the Parties desire to enter into a new interlocal agreement with similar terms and conditions to the 2017 Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

SECTION 1. RECITALS

The recitals above are incorporated herein.

SECTION 2. PURPOSE

The purpose of this Agreement is to establish that each Party is responsible for regulating illicit discharges within its respective territorial jurisdiction.

SECTION 3. DUTIES

Each Party recognizes that, unless otherwise established through a separate written agreement with another Party, it is responsible for regulating illicit discharges from public or private lands within its territorial jurisdiction to: (a) its MS4; (b) another Party's MS4; or (c) waters of the State. Such regulation includes, but is not limited to, inspection and enforcement. Each Party further recognizes that it is responsible for compliance with the MS4 Permit.

SECTION 4. NOTICES

All notices under this Agreement directed from one Party to another Party shall be in writing and delivered via USPS Certified Mail. Notice shall be considered delivered and received as reflected by certified mail delivery receipt. All notices to any Party shall be sent to the following respective addresses:

FDOT:

Mr. James Scott Stevens
Maintenance Environmental Specialist
FDOT District VII
11201 N. McKinley Drive M.S. 1200
Tampa, FL 33612-6456

Belleair Bluffs:

Mr. Russ Schmader
Public Works Supervisor
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Clearwater:

Ms. Sarah Kessler
Engineering Department
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Gulfport:

Mr. Tom Nichols
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707

Belleair:

Ashley Bernal
Town Manager Assistant
Town of Belleair
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Belleair Beach:

Mr. Kyle Riefler
Interim City Manager
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, FL 33786

Dunedin:

Ms. Michelle Montecarlo
Stormwater Program Coordinator
City of Dunedin
1405 County Road 1
Dunedin, FL 34698

Indian Rocks Beach:

Mr. Dean Scharmen
Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785-2899

Kenneth City:

Mr. Robert Duncan
Interim Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Madeira Beach:

Mr. Robin Ignacio Gomez
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

Mr. Daniel Simpson
Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677-3756

Redington Beach:

Ms. Adriana Nieves
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708-1519

Safety Harbor:

Mr. Matthew Spoor
City Manager
City of Safety Harbor
750 Main St.
Safety Harbor, FL 34695

Largo:

City Engineer
City of Largo
P.O. Box 296
Largo, FL 33779-0296

North Redington Beach:

Ms. Mari Campbell
Town Clerk
Town of N. Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Pinellas Park:

Mr. Daniel Hubbard
Transportation & Stormwater Div. Director
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Redington Shores:

Ms. Tracy Campbell
Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

South Pasadena:

Mr. Shawn Shimko
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707-2895

Seminole:

Mr. Rodney Due
Public Works Director
City of Seminole
9199 113th Street North
Seminole, FL 33772

St. Pete Beach:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Treasure Island:

Mr. Mike Helfrich
Public Works Director
City of Treasure Island
152 108th Ave.
Treasure Island, FL 33706

Tarpon Springs:

Mr. Anthony Mannello
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689

Pinellas County:

Ms. Melanie Weed
Division of Environmental Management
Director
Pinellas County
22211 US 19 N. Bldg. 10
Clearwater, FL 33756

SECTION 5. FILING AND TERM

The County shall file a fully executed version of this Agreement with the Clerk of the Circuit Court; pursuant to Section 163.01(11) of the Florida Statutes. This Agreement shall take effect upon the date of such filing. Promptly after such filing, the County shall deliver one certified copy of this Agreement to each of the Cities and FDOT. Subject to extension or termination in accordance with the terms herein, this Agreement shall remain effect until November 30, 2027.

SECTION 6. WITHDRAWAL

Any Party may withdraw from this Agreement at any time for any reason by giving thirty (30) days' notice to each of the other Parties. The withdrawal of any Party shall not terminate this Agreement or in any way alter the obligations hereunder of the remaining Parties; however, if every Party withdraws pursuant to this Section, this Agreement shall terminate.

SECTION 7. REMOVAL FROM MS4 PERMIT

If any Party is removed, either voluntarily or involuntarily, as a co-permittee of the MS4 Permit, that Party shall no longer be a Party to this Agreement and shall promptly notify all other Parties of same. If the MS4 Permit is not extended, renewed, or re-issued by FDEP, this Agreement shall terminate on the date of the MS4 Permit expiration.

SECTION 8. AMENDMENT

This Agreement may be amended, extended, or terminated by written agreement of all Parties at any time.

SECTION 9. NON-APPROPRIATION

Each Party recognizes that this Agreement is not a commitment of appropriations by any Party's governing body.

SECTION 10. LIABILITY AND THIRD PARTIES

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party, or to extend the liability of any Party beyond the limits set forth in Section 768.28 of the Florida Statutes. Nothing herein shall be construed as consent by any Party to be sued by any third party for any matter arising from this Agreement. Nothing herein is intended to abrogate the right of any Party to seek any available legal remedies against any third party for any illicit discharge originating within or outside of that Party's territorial jurisdiction.

SECTION 11. SEVERABILITY

If any word, clause, sentence, paragraph, or section of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

SECTION 12. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida.

SECTION 13. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties. There are no other communications between the Parties, whether oral or written, that alter the terms herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

PINELLAS COUNTY, by and through its
County Administrator

By: _____
Barry A. Burton

APPROVED AS TO FORM
By: Brendan Mackesey
Office of the County Attorney

(Other signature pages to be delivered to the other Parties separately)

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Belleair Beach

Dave Gattis
Mayor

Approved as to form:

Randy Mora
Attorney

Kyle Riefler
Interim City Manager

Attest:

[Seal]

Patricia A. Gentry
City Clerk

ORDINANCE 22-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, TO REPEAL PROVISIONS ESTABLISHING A "GULF OF MEXICO SAFETY ZONE" IN ORDER TO CONFORM TO APPLICABLE STATE LAWS AND REGULATIONS; ESTABLISHING A "VESSEL-EXCLUSION ZONE" DESIGNATED AS A "PUBLIC BATHING BEACH" RESTRICTED TO MANUALLY PROPELLED VESSELS ONLY; PROVIDING FOR THE INSTALLATION OF REGULATORY MARKERS; ESTABLISHING VIOLATIONS RELATING TO THE PUBLIC BATHING BEACH; ESTABLISHING THE MEANS OF ENFORCEMENT; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING ADMINISTRATIVE DIRECTION TO IMPLEMENT THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 30, Article IV, Section 30-141, entitled "Gulf of Mexico safety zone" of the Belleair Beach City Code sets forth regulations relating to the permissible activities within a defined area along the City's shoreline, and into the Gulf of Mexico; and

WHEREAS, Section 327.46 (1) (b) 3. a., Florida Statutes, provides municipalities and counties with authority to regulate the permitted uses in the coastal waters of the Gulf of Mexico by adopting an ordinance establishing a "vessel-exclusion zone," if the area is designated as a "public bathing beach" or "swim area"; and

WHEREAS, through the Florida Administrative Code ("FAC") the Fish and Wildlife Conservation Commission articulates rules, pursuant to its rulemaking authority in Fla. Stat. § 327.41, to establish the permissible parameters for uniform waterway regulatory markers; and

WHEREAS, F.A.C. 68D-23.103 (3) (f) defines a "vessel-exclusion zone" as "an area from which all vessels or certain classes of vessels are excluded"; and

WHEREAS, though a "public bathing beach" is a cognizable category of a "vessel - exclusion zone," neither Florida Statutes nor the FAC define a "public bathing beach"; and

WHEREAS, Section 166.021, Florida Statutes acknowledges the City's governmental, corporate, and proprietary powers enabling it to conduct municipal government, perform municipal functions, and render municipal services, and that the City may exercise those powers for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City's presently established "Gulf of Mexico Safety Zone," does not conform to a permitted category within the State of Florida's existing legal framework; and

WHEREAS, the City's "Gulf of Mexico Safety Zone" has historically restricted the operation of vessels at an accelerated speed in the area extending 100 yards from the City's shoreline along the Gulf of Mexico; and

WHEREAS, the City's "Gulf of Mexico Safety Zone" has historically been designated by a series of permitted regulatory markers and buoys visibly establishing its perimeter to advise mariners and the beachgoing public alike of its dimensions and the permissible activity therein; and

WHEREAS, in order to bring its local regulations into alignment with state statutes and regulations, while continuing to balance the interests of vessel operators and the beachgoing public the City must amend its code; and

WHEREAS, at an open and noticed meeting held on July 5, 2022, the City Council declined to advance a proposed ordinance establishing a series of designated swim areas in portions of the City extending from the shoreline into the Gulf of Mexico; and

WHEREAS, at an open and noticed meeting held on August 1, 2022, the City Council of considered and tabled a proposed ordinance calling for the abolition of the "Gulf of Mexico Safety Zone" and removal of all then-existing buoys,

WHEREAS, on August 15, 2022, the City Council of the City of Belleair Beach held a work session, attended by a staff member from the Fish and Wildlife Conservation Commission to discuss the regulatory options available for the City to amend its code in compliance with Florida's statutory and regulatory framework for uniform waterway markers while effectively protecting and preserving the public's health, safety, and welfare; and

WHEREAS, it is the desire of the City Council of the City of Belleair Beach to continue to protect against the operation of vessels at an accelerated speed in the vicinity of its coastline; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, THAT:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. That Section 30-141 of the Belleair Beach City Code, is amended to read as follows:

~~Sec. 30-141. —Gulf of Mexico safety zone.~~

~~(a) *Designated.* There is created a designated safety zone for restricted watercraft operation within the corporate boundaries of the city extending 100 yards from~~

~~the shoreline into the Gulf of Mexico, and running parallel to the city's shoreline along the Gulf of Mexico.~~

~~(b) *Operation of watercraft.* The operation of any watercraft within the safety zone that threatens persons, property, watercraft and the use of the waters of the Gulf of Mexico shall constitute a violation of this section; provided, however, that watercraft intending to anchor at a location within the defined safety zone area may proceed at idle speed. Such restriction shall not apply to any watercraft entering the safety zone as a result of an actual emergency; nor shall it apply to any official emergency vessels.~~

~~(c) *Mooring to markers or buoys.* The mooring of any watercraft to markers or buoys placed by the city or other authorized governmental body shall be prohibited.~~

~~(d) *Erection of signs or markers.* The city may erect, or cause to be erected, appropriate signs in designated safety zone areas within the city, subject to state and federal regulations.~~

~~(e) *Violation; penalties.* A violation of this section shall constitute a noncriminal infraction as set forth in F.S. § 327.73.~~

Section 30-141. Public Bathing Beach Area.

(a) *Purpose.* This section is enacted for the purpose of protecting public bathers from dangers caused by increased and accelerated vessel operations along the beaches and shorelines of the City of Belleair Beach. The purpose of this Section is to protect public bathers that bathe, wade, lounge, congregate, and engage in recreational activities in and on the shallow waters of the City of Belleair Beach. The city desires to ensure that such activities are conducted in a manner that is safe for any residents and visitors that engage in such activities, with protection from potential boating accidents, vessel congestion, and other navigational hazards. The City intends to designate the entire area extending 100 yards from the city's shoreline and into the Gulf of Mexico as a public bathing beach.

(b) *Definitions.* For purposes of this Section, the following terms, phrases, words, and derivations shall have the meaning given herein.

- 1) *Boating restricted area.* An area of the city's waters within which the operation of vessels is subject to specified restrictions or from which vessels, or certain classes of vessels, are excluded.
- 2) *Buoy.* Any device designed to float which is anchored in the water and used to convey a message, carry a sign, or support a mooring pennant.
- 3) *Manually Propelled Vessels Only.* All vessels other than those propelled by oars, paddles, or poles are prohibited from entering the marked area. Vessels equipped with sails or a mechanical means of propulsion may enter the marked area only if the sails or mechanical means of propulsion is not in use

and, if possible to do so, the mechanical means of propulsion is tilted or raised out of the water.

- 4) Regulatory Marker. A device used to alert mariners to various regulatory matters such as permissible horsepower, speed, wake, or entry restrictions.
- 5) Vessel-Exclusion Zone. An area from which all vessels or certain classes of vessels are excluded.

(c) Public Bathing Beach Permitting Manually Propelled Vessel Only.

- 1) Public Bathing Beach Established. There is created a boating restricted area designated as a public bathing beach, wherein only manually propelled vessels are permitted. This area shall extend 100 yards from the city's shoreline into the Gulf of Mexico, and run parallel along the entirety of the City's shoreline abutting the Gulf of Mexico.
- 2) Public Bathing Beach Markers. This boating restricted area shall be designated by regulatory markers affixed to buoys, which shall be designed, installed, replaced, and maintained in conformity with any applicable state and federal regulatory requirements. The City may install, replace, and maintain the requisite regulatory markers and buoys, or cause such activity to occur.

(d) Violations.

- 1) Any operator or person in command of any motorized, wind-powered, or other artificially propelled vessel who intentionally or negligently navigates into the designated public bathing beach shall be deemed to have violated the restrictions set forth in this Section, which shall constitute a noncriminal infraction as set forth in F.S. § 327.73. Such restriction shall not apply to any watercraft entering the vessel-exclusion zone as a result of an emergency or to any official emergency vessels.
- 2) The mooring of any vessel, watercraft, or other foreign object to markers or buoys placed by the city or other authorized governmental body shall be prohibited and punishable by a fine pursuant to Section 1-15 of the city's code of ordinances.

- (e) Enforcement. Enforcement of the restrictions relating to the operation of any motorized, wind-powered or other artificially propelled vessel shall be by law enforcement officers from the Florida Fish and Wildlife Conservation Commission or County Sheriff Department, using the Uniform Boating Citation as provided for by applicable Florida law. Any other violations of this Section may be enforced by a city code enforcement inspector.

SECTION 3. City administration is hereby directed to submit all necessary administrative applications and documentation to all applicable government agencies and entities to lawfully re-design, alter, replace, install or maintain any regulatory markers or buoys establishing the vessel-exclusion zone established by this Ordinance.

SECTION 4. If any section, subsection, paragraph, sentence, clause or phrase in this Ordinance is held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions of this Ordinance.

SECTION 5. This Ordinance shall become effective upon final adoption by the City Council of the City of Belleair Beach, Florida.

PASSED on first reading in a meeting of the City Council of the City of Belleair Beach, Florida, on the _____ day of _____, 2022.

PUBLISHED ____ day of _____ 2022 in the Tampa Bay Times newspaper.

PASSED and ADOPTED on second reading in a meeting of the City Council of the City of Belleair Beach, Florida, this _____ day of _____ 2022.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

RESOLUTION 2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, RATIFYING THE STATE OF LOCAL EMERGENCY IN BELLEAIR BEACH DECLARED BY THE MAYOR DUE TO TROPICAL DEPRESSION NINE/TROPICAL STORM IAN/HURRICANE IAN AND ITS POTENTIAL THREAT OF HARM TO THE RESIDENTS AND PROPERTY OF THE CITY OF BELLEAIR BEACH; AND PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE.

WHEREAS, as of September 25, 2022, Tropical Depression Nine/Tropical Storm Ian/Hurricane Ian posed a serious potential threat to the residents and property of Belleair Beach; and

WHEREAS, Tropical Depression Nine/Tropical Storm Ian/Hurricane Ian had the potential to cause extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, it was therefore necessary for the City of Belleair Beach to take protective measures to ensure the safety of its residents; and

WHEREAS, on September 23, 2022, the Governor of the State of Florida promulgated Executive Order 22-218 declaring a State of Emergency as a result of Tropical Depression Nine/Tropical Storm Ian/Hurricane Ian; and

WHEREAS, the Pinellas County Board of County Commissioners declared a State of Emergency effective on Saturday, September 24, 2022; and

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political subdivision such as the City of Belleair Beach to declare a State of Emergency allowing the City to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the community.
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation of supplies, materials and facilities;

8. Appropriation and expenditures of public funds.

WHEREAS, the Mayor of the City of Belleair Beach issued a Proclamation of Emergency on September 25, 2022, providing for declaration of a state of emergency within the City of Belleair Beach.

WHEREAS, Hurricane Ian made landfall as a Category 4 Hurricane near Cayo Costa, Florida on the morning of Wednesday, September 28, 2022; and

WHEREAS, as of the date of this Resolution, the conditions causing the State of Local Emergency to be declared regarding Tropical Depression Nine/Tropical Storm Ian/Hurricane Ian are no longer present in the City of Belleair Beach; and

WHEREAS, while the City experienced severe weather conditions, the City's emergency response and various departments have been able to manage the situation and no extraordinary powers are expected to be needed as of the date of this Resolution

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, DULY ASSEMBLED THAT:

Section 1. Each of the above recitals are incorporated herein as the findings of the City Council.

Section 2. A State of Local Emergency presented by Tropical Depression Nine/Tropical Storm Ian/Hurricane Ian existed effective September 25, 2022, for all territory within the legal boundaries of the City of Belleair Beach, Florida.

Section 3. The City Council hereby ratifies the Mayor's proclamation of emergency and the waiver of any procedures and formalities as provided in Chapter 252, Florida Statutes, including any measures taken by the Interim City Manager to respond to the emergency.

Section 4. The State of Local Emergency presented by Tropical Depression Nine/Tropical Storm Ian/Hurricane Ian is hereby terminated effective _____ p.m. on _____.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, THIS _____ day of October 2022.

Dave Gattis, Mayor

ATTEST:

Approved as to form:

Patricia A. Gentry, CMC, City Clerk

Randol D. Mora, City Attorney

RESOLUTION 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH DELEGATING TO THE CITY MANAGER THE ADMINISTRATIVE AUTHORITY TO AUTHORIZE THE USE OF THE CITY SEAL UNDER CERTAIN CONDITIONS; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council previously designated an Official Seal of City of Belleair Beach, as set forth in Section 1-16 of the City's Code of Ordinances; and

WHEREAS, pursuant to Section 1-16 of the City's Code of Ordinances no person may use, display or reproduce the municipal seal, without the express approval of the city council; and

WHEREAS, Florida Statutes § 165.043 provides that it is a second degree misdemeanor for any person, other than a city official or employee performing official duties, to manufacture, use, display or employ a facsimile or reproduction of an official city seal without the express approval of the governing body; and

WHEREAS, the City of Belleair Beach periodically receives requests from other governmental entities, non-profits, community groups or commercial entities to make use of the City Seal; and

WHEREAS, such requests are often not controversial, are occasionally time sensitive, and are often supported by the administration as a positive partnership, promotional, or marketing opportunity for the City; and

WHEREAS, requiring the creation of agenda items seeking formal approval from the City Council for requests to use the City Seal is not an efficient use of staff time and can lead to delay in obtaining approval for time-sensitive requests; and

WHEREAS, the City Council finds that it is in the best interests of the City to adopt this policy of limited delegation to the City Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Belleair Beach, Florida:

SECTION 1. The image depicted below is hereby acknowledged as the official seal of the City of Belleair Beach:



SECTION 2. The City Manager is authorized to approve individual requests to use the City Seal, in a signed writing, where the individual or entity establishes to the satisfaction of the Manager that the use of the Seal will place the City in a positive light, that the Seal will be faithfully reproduced both in terms of quality and scale, that there be no actual or implied attempt to represent that the City endorses any commercial or other product or cause other than in instances in which the City is co-sponsoring an event, and that the event or publication in which the Seal is to be used does not discriminate based on race, gender, color, national origin, religion, age or disability. Any approval granted by the City Manager shall specify the topical and temporal limitations associated with such use.

SECTION 3. Applications for administrative approval of the use of the City Seal shall be made in writing on a request form to be developed by the City Manager's Office and made pursuant to such administrative procedures as may be adopted by the Manager to implement the terms of this Resolution.

SECTION 4. Notwithstanding the foregoing, vendors submitting bids or proposals to the City are authorized to incorporate the City Seal into their submissions to the City without needing to seek prior authorization. In addition, the City Manager is authorized to provide approval for any use of the City Seal by vendors currently under contract with the City, including in designing materials for public presentations or on-line marketing efforts, where such use would reflect favorably upon the City and would not create any foreseeable risk of public confusion, the perception of City endorsement of products or services, or financial or legal liability for the City.

SECTION 5. Any non-profit corporation which receives a financial grant or other free or reduced-cost services or assistance from the City is authorized to incorporate the City Seal in any electronic or printed materials demonstrating the sources of funding or support for the agency in relationship to the grant without needing to seek prior authorization. This shall not, however, grant the entity the unrestricted ability to incorporate the City Seal in materials wholly unrelated to the City's financial grant or cost services assistance. Additionally, the City's authorization for an entity's use

of the City Seal shall not be construed as a license or permission for individual members to manufacture, use, display or employ a facsimile or reproduction of the City Seal for self-promotion or publication.

SECTION 6. The grant of permission to use the City Seal, either by the City Council or City Manager, shall not create a property interest in such use, and the Council or Manager are authorized at any time to require any person or entity to cease using or displaying the City Seal where such use is inconsistent with the terms and conditions of this Resolution, with general law, or is otherwise no longer in the best interests of the City, as determined by the City manager or a majority of the City Council. The manufacture, use, display or other employment of the official City Seal remains subject to the limitations and criminal sanctions contained in Florida Statutes § 165.043.

SECTION 7. This Resolution shall take effect immediately upon adoption.

SECTION 8. The provisions of this Resolution are severable and the invalidity of any one provision shall not operate to invalidate any other provision.

ADOPTED in open session, with a quorum present and voting, this ____ day of _____, 2022.

ATTEST:

CITY COUNCIL OF BELLEAIR BEACH

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

Approved as to form:

Randol D. Mora, City Attorney

NOMINATION AND ELECTION

OF

VICE MAYOR

BY BALLOT

City of Belleair Beach Council Agenda

OCTOBER 3, 2022 – 6:00 PM



RECOMMENDATION:

*Staff requests Council appoint
Ms. Deborah DiCosimo to
fulfill the remaining term of
Mr. Oertel as Park and
Recreation Board Member.*

DATE: September 12, 2022

TO: Mayor and City Council

FROM: Patricia A. Gentry, City Clerk

SUBJECT: Park and Recreation Board Appointment from Alternate Member to Member

Background

The two-year term of Park and Recreation Board Member George Oertel will expire on September 1, 2023.

Discussion

Mr. Oertel has submitted his resignation from the Board. Park and Recreation Alternate Member Ms. Deborah DiCosimo, 105 Harbor Drive, has expressed an interest in being appointed to the Board as a Member from an Alternate Member.

Recommendation

Staff requests Council appoint Ms. Deborah DiCosimo to fulfill the remaining term of Mr. Oertel as Park and Recreation Board Member.



**APPLICATION
FOR
APPOINTMENT**

X

Board of Adjustment

Park and Recreation Board *Alternate*

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: Deborah DiCosimo Email: dadicosimo@gmail.com
Address: 105 Harbor Dr. BB Home Phone: _____
Cell Phone: 512-699-0813

City/State: Belleair Beach, FL 33786

Voter
Registration
Date: 2018 02-20-18

Educational Background:

College Graduate - BBA Iona College
New Rochelle, NY

Experience:

15 years law firm experience
27 years raising three boys + managing the household
Worked and Organized many fundraisers.
Volunteer Work.
Currently taking care of aging parents.

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

Yes, Please for Parks & Recreation
and for the new non profit BB organization
that is in progress.

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:

The non-profit committee

What Boards or Committees do you currently serve:

Currently - none

I have been a resident of the City of Belleair Beach for 5 years.

I am a qualified voter of the City of Belleair Beach. Voter registration date 2018

Please attach a resume if available.

SIGNATURE Deborah A. DiCesario

DATE 6/6/22

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

If you have any questions, please call the City Clerk, Patricia A. Gentry, at 727-595-4646 ext 124.

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

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, Interim City Manager

DATE: October 6, 2022

SUBJECT: Approve Agreement with Belleair Beach Community Foundation for Engraved Brick Program

STRATEGIC PLAN: AESTHETICS AND COMMUNITY

Recommendation:

Request City Council approval of an Agreement Relating to the Sale and Installation of Engraved Bricks in the City of Belleair Beach.

History:

Belleair Beach Community Foundation (BBCF) is a newly formed 501c3 public charity that addresses the needs of the beach community and its residents. The BBCF mission is to foster a healthy, beautiful and thriving environment through good works, community improvement projects and social gatherings to enhance the lives of the residents.

Background:

The BBCF Engraved Brick Program has been recommended for City Council approval by the Park and Recreation Advisory Board. Two different locations on the Community Center property have been suggested for brick installation.

Attachments:

1. AGREEMENT RELATING TO THE SALE AND INSTALLATION OF ENGRAVED BRICKS IN THE CITY OF BELLEAIR BEACH
2. BBCF Engraved Brick Program Order Form
3. Suggested Location 1 Plan: Sidewalk Edge
4. Suggested Location 2 Plan: Inside Sidewalk



BELLEAIR BEACH COMMUNITY FOUNDATION

ENGRAVED BRICK PROGRAM

Be a part of our
COMMUNITY
WALKWAY

Add Clip Art
for only
\$25 more!



4" x 8"
Donation: \$100



↑
ORDER ONLINE!

Donor's Name: _____ Date: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Please engrave our personalized brick as follows:

4" x 8" bricks can be personalized with up to 3 lines of text, 20 characters per line without logo or 16 characters with logo
ANY SYMBOL IS CONSIDERED ONE SPACE (PERIOD, COMMA, DASH). ALL TEXT IS CENTERED.

Line 1 (20 spaces total)

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Line 2 (20 spaces total)

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Line 3 (20 spaces total)

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Line 4 (20 spaces total)

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8"x8" Only

Line 5 (20 spaces total)

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8"x8" Only

☐ Clipart Add \$25 ☐ Add ____ Mini Replica Brick(s) \$30 each



☐ CITY LOGO



☐ FDN LOGO



☐ SEAGULL



☐ SAILING



☐ FLIP FLOPS



☐ SUNSET



☐ HEART



☐ SEA SHELL



☐ PAW PRINT

*Completed forms can be dropped off or mailed along with your tax deductible check to:
Belleair Beach Community Foundation, 444 Causeway Boulevard, Belleair Beach, FL 33786
Please make checks payable to: "BBCF".

If you have questions, please Email: tammie.levenda@gmail.com

AGREEMENT RELATING TO THE SALE AND INSTALLATION OF ENGRAVED BRICKS IN THE CITY OF BELLEAIR BEACH

This Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Government of the State of Florida, namely the City of Belleair Beach (hereinafter called "the City"), and the Belleair Beach Community Foundation, a tax exempt entity, whose mission is to foster a healthy, beautiful and thriving environment through good works, community improvements projects and social gatherings to enhance the lives of our residents. (hereinafter be known as "the BBCF").

Recitals

WHEREAS, the BBCF established the Engraved Brick Program to recognize and honor persons, organizations, and events related to the City of Belleair Beach, and

WHEREAS, the BBCF wishes to establish a partnership with the City whereby BBCF funds will support a multitude of other BBCF programs for the benefit of the City, such as park improvements, community events, and preservation of historical landmarks, and

WHEREAS, the City has expressed its desire to partner with and form a positive working relationship with the newly formed BBCF through a formal agreement, and

WHEREAS, the BBCF Engraved Brick Program supports the City's Mission Statement that: "We will create a high level of resident satisfaction by focusing on a beautiful, friendly, safe, well-managed waterfront community," and

WHEREAS, the Parties, acting by and through their respective designated authorities, do hereby adopt and find the foregoing premises and findings,

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases in this Agreement shall have the following meaning:

Donor: A person(s) who donates a set dollar amount to the BBCF in order to purchase and locate the brick(s) on City property in dedication to a family member, the military service of a veteran, a business who supports Belleair Beach, or other approved figure, organization, or event.

Liability Form: A Statement, included in the Engraved Brick Order Form, signed by Donors to release the City of Belleair Beach from liability for maintenance, text, or other issues relating to the bricks other than the irreparable damage or destruction of the bricks as a direct result of action by the City.

Engraved Brick: A brick purchased by a Donor and installed by the City. The bricks are ordered by the BBCF through a professional brick engraving company in the size of 4"x8" with text that identifies a person(s) or business being recognized and honored for positive association with Belleair Beach, or other approved figure, organization, or event.

ARTICLE II PURPOSE

The purpose of this Agreement is to outline the roles and responsibilities of the BBCF and the City with respect to the Engraved Brick Program with the assurance and agreement that the BBCF Engraved Brick Committee will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status (Active, Reserve, Retired, etc.) in any of its operations.

ARTICLE III TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement (Effective Date). This Agreement shall be reviewed 5 years from the Effective Date with the option to renew the Agreement for additional 5-year terms.

ARTICLE IV GUIDELINES AND RESPONSIBILITIES

- A. **Brick Program Management:** BBCF agrees to take responsibility for the Engraved Brick Program in its entirety including selling, ordering, receiving funds, approving brick text, maintaining records of funds, maintenance of bricks. BBCF shall be responsible for every aspect of the Engraved Brick Program with the exception of the initial installation of bricks.
- B. **Examination of Requests for Engraved Bricks:** BBCF, upon receipt of a request (Order Form) for a Engraved Brick(s), will perform a due diligence background investigation of the person(s), organization or historical events to be honored/memorialized. BBCF will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status in any of its operations. BBCF will permit all requests for memorialization except those that fall under the Brick Text Exclusions.
- C. **Brick Text Exclusions:** BBCF will not accept a donation for any Engraved Brick that recognizes any person convicted of a felony, as defined by state or federal law, or persons convicted of war crimes or genocide. Such requests will be returned to the Donor with an explanation for the rejection and explain the Appeals process.
- D. **Dispute:** Should a donor wish to appeal a decision by the BBCF Engraved Brick Committee, a BBCF representative(s) will meet with a person(s) designated by the City to review the original request and will render a final decision on the appeal which will be forwarded to the donor.
- E. **Installation:** The City agrees to install bricks when a minimum of six bricks have been purchased, delivered, and are ready to install in order to limit repeated requests for assistance. BBCF will not request brick installation more than one (1) time per six (6) months.

- F. **Coordination:** The BBCF will coordinate directly with the City of Belleair Beach Public Works Department to schedule installation of approved bricks; not fewer than six at a time. A BBCF representative will be present during installation to ensure proper placement of bricks.
- G. **Removal:** In the event that Engraved Bricks must be removed for repair, maintenance, or installation of City or County utilities, fiber optics, or other reasons, the City will perform the excavation and re-installation and will take all reasonable care to avoid damage to the bricks. A BBCF representative will be present, if possible, at such excavation work and will be present to assist with proper placement during the re-installation process.
- H. **Damage:** If an Engraved Brick is irreparably damaged or destroyed as a direct result of the City actions, the City shall bear the cost of replacing (through the BBCF) and re-installing the Engraved Bricks in a timely manner. The City shall not be responsible for the replacement of bricks damaged by natural deterioration, weathering, storms, flooding or the acts of third parties. The BBCF will bear the responsibility of all other maintenance and repair costs.
- I. **Sole Agents:** The BBCF shall be the sole agent for the sale of Engraved Bricks to be located on City of Belleair Beach owned property. The City shall be the sole agent to install, excavate, and re-install Engraved Bricks on the City-owned property.
- J. **Contact Information:**

*City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, FL 33786*

*Belleair Beach Community Foundation
444 Causeway Blvd.
Belleair Beach, FL 33786*

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

Belleair Beach Community Foundation

By: _____
David Gattis, Mayor

By: _____
Tammie Levenda, Chair

- **Exhibit A: BBCF Engraved Brick Program Order Form**

See Attached

4EverBricks.com

401 E 4th St Bldg #2
Bridgeport, PA 19405

800-955-8247 FAX: 888-870-1500
Local: 484-322-5151
info@4EverBricks.com



BELLEAIR BEACH COMMUNITY FOUNDATION

ENGRAVED BRICK PROGRAM

*Be a part of our
COMMUNITY
WALKWAY*

PROFIT CALCULATION for 100 BRICK SALES

<u>PRODUCT</u>	<u>DONATION</u>	<u>COST</u>	<u>YOUR PROFIT</u>
4" x 8" BRICK (TEXT ONLY)	\$100.00	\$19.50	\$ 55.50
4" x 8" BRICK (WITH GRAPHIC)	\$125.00	\$28.50	\$ 71.50
8" x 8" BRICK (TEXT ONLY)	\$200.00	\$29.50	\$ 120.50
8" x 8" BRICK (WITH GRAPHIC)	\$225.00	\$38.50	\$ 136.50

Typically, 80% of sales are 4" x 8" bricks and 20% are 8" x 8" bricks
and 40% of the donors choose clipart.

**Your campaign profit would be \$10,490.00
for 100 brick donations!**

BELLEAIR BEACH



COMMUNITY WALKWAY Brick Program

Order Today!





MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, Interim City Manager

DATE: October 6, 2022

SUBJECT: Authorization to Approve Proposal for Plan Review Services.

STRATEGIC PLAN: BEST VALUE FOR THE TAXPAYER DOLLAR

Recommendation:

Request City Council authorization for Interim City Manager to approve Madrid CPWG's proposal for plan review services.

History:

City of Belleair Beach executed an agreement for professional services with Cribb Philbeck Weaver Group, Inc (CPWG) on September 6, 2019. Madrid Engineering Group (MEG) merged with CPWG in November 2019.

Background:

Following RFQ19-02 Engineering Services, City Council authorized agreements for miscellaneous engineering services with the top five rated firms. Engineering Sciences Group provided plan review services until 2021. Unforeseen circumstances led to Deuel & Associates undertaking plan review services up to present day. Over the past 6 months, the average turnaround time for engineering review and comments on new construction projects has exceeded four weeks. Madrid CPWG is proposing to review new construction plans and comment inside of a two-week period. The Project Manager estimates that all projects will take under four billing hours ensuring the City is offsetting charges with the current new construction pre-permit application fee of \$800.

Attachments:

1. CPWG Agreement for Professional Services
2. Madrid CPWG Proposal for Plan Review Services



September 23, 2022

Mr. Kyle Riefler, CFM, CRP
City Manager
City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, Fl. 33786

Subject: New Plans Review Task
Proposal for Plan Review Services

Dear Mr. Riefler,

Madrid CPWG (ENGINEER) proposes to provide professional services to review new building plans for the City of Belleair Beach (CITY). This proposal is in accordance with the Agreement for Professional Services (Agreement) dated September 6, 2019. This Task Order will become a part of the AGREEMENT.

The City receives between 5 and 10 building permit applications in any given month with some seasonal variation. The City wants ENGINEER to review the new plans submitted with the building permit applications for compliance with City code. These reviews will not include structural, electrical, mechanical, plumbing and other site reviews which will be done by Pinellas County. Pinellas County is responsible for inspections as well.

Based on our conversations and our experience we anticipate that it will take anywhere from 4 to 6 hours per review depending on the quality and size of the submittal package. All submittals are expected to be single-family residences.

We propose the following fee structure for these reviews:

Description	Fee
Project Manager (PM)	\$210
Professional Engineer (PE)	\$175
Technician (Tech)	\$145
Administrative Support (Admin)	\$100

We have several resources available to assist in these reviews. I will act as the Project Manager resolve any issues as they arise. Mr. David Greene, who has experience as a certified plans reviewer, will provide direction and verification that reviews are complete.

ENGINEER shall be compensated on a time and materials basis for the reviews. ENGINEER will invoice the CITY on a regular basis (monthly) and will notify the City immediately if we find a review will take longer than four (4) manhours to review. We will not proceed on these "long" reviews without approval from the CITY.

We will make every attempt at completing our reviews within 2 work weeks. To that end, we will notify the City if we think a submittal is incomplete or unreviewable immediately upon receipt. The City will be responsible for distributing the permit application package to us and Pinellas County. We do NOT anticipate any coordination needed between our review for City code compliance and the County's review for their code compliance.

Sincerely,



Michael P. Smith, P.E. | Project Manager



12950 Race Track Rd. Suite 206
Tampa, FL 33626
e: smithmp@grissomsmith.com
c: 813-843-7169

Approval:

Name

Printed Name

Date



**CITY OF BELLEAIR BEACH
AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT is made and entered into on the 6th day of September 2019 by and between the City of Belleair Beach, FL (the "CITY"), 444 Causeway Blvd. Belleair Beach Florida 33786 and Cribb Philbeck Weaver Group, Inc, a Florida corporation, (the "ENGINEER") whose address is 3918 N. Highland Avenue, Tampa, Florida, 33603.

WITNESSETH:

WHEREAS the CITY desires to engage the ENGINEER to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS the ENGINEER desires to provide such professional services in accordance with the Agreement; and

WHEREAS the CITY selected the ENGINEER in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the ENGINEER in a proposal dated June 18, 2019;

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of the Agreement, it is mutually understood and agreed as follows:

1.0 GENERAL SCOPE OF THE AGREEMENT

The relationship of the ENGINEER to the CITY will be that of a professional consultant, and the ENGINEER will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

2.0 PROFESSIONAL TECHNICAL SERVICES

- 2.1 It shall be the responsibility of the ENGINEER to work with and for the CITY toward solutions to engineering problems and the approach or technique to be used toward accomplishment of the CITY's objective for each project or assignment. The engineering services may include, but not limited to site plan reviews, general civil engineering services, designs, specifications bid administration, construction services, municipal planning, transportation/traffic

engineering, land surveying, environmental/hazardous materials services and other consulting services as may be required by the CITY.

2.2

The engineering services under this Agreement will be provided under Work Orders. Generally, each Work Order will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints. Total compensation for all services shall not exceed \$20,000 per work Order unless specifically authorized by the City Council.

2.3

The ENGINEER shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required engineering services hereunder, and shall diligently execute the work to meet the completion time established.

2.4

The CITY reserves the right to enter in contracts with other engineering firms or similar services. The ENGINEER will, when directed to do so by the CITY, coordinate and work with other engineering firms retained by the CITY.

3.0 PERIOD OF SERVICE

3.1

The ENGINEER shall begin work promptly after receipt of a fully executed copy of each Work Order, in accordance with Paragraph 2.2, above.

3.2

If the ENGINEER's services called for under any Work Order are delayed for reasons beyond the ENGINEER's control, the time of performance shall be adjusted as appropriate.

3.3

It is the intent of the parties hereto that this is a continuing Agreement as allowed by Florida Statutes 287.055, subject to the provisions for termination contained herein. Assignments that are in progress at the Agreement termination date will be completed by the ENGINEER unless specifically terminated by the CITY.

3.4

In the event of any conflict between or among the terms of any of the contract documents, the terms of the Work Order(s) shall take precedence over the terms of all other Contract Documents except the terms of any Change Order(s) shall take precedence over the previously-executed contract documents.

4.0 INSURANCE REQUIREMENTS

4.1

Workers Compensation and Employers Liability. The ENGINEER shall procure and maintain, for the life of this Agreement, Workers Compensation Insurance covering all employees with limits meeting all applicable state and federal laws.

- 4.2 General Liability. The ENGINEER shall procure and maintain, for the life of this Agreement, General Liability Insurance. Coverage shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. Coverage shall be no more restrictive than the latest edition of the Commercial General Liability policies of the Insurance Services Office (ISO).

The policy shall provide coverage for death, bodily injury, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The minimum limits of coverage shall be \$500,000 per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

The CITY shall be included and identified as an "Additional Insured" under the policy/certificate of insurance.

- 4.3 Business Automobile Liability. The ENGINEER shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. Coverage shall be no more restrictive than the latest edition of the Business Automobile Practices of the Insurance Services Office (ISO).

The CITY shall be included and identified as an Additional insured under the policy/certificate of insurance.

- 4.4 Professional Liability Insurance. The ENGINEER shall procure and maintain for the life of this Agreement, Professional Liability Insurance. This insurance shall provide coverage against negligent acts, errors or omissions by the ENGINEER in the performance of this contract. The minimum limits of coverage shall be \$1,000,000.

- 4.5 Indemnify. In consideration of the sum of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is acknowledge, payable as part of the first payment for services, the ENGINEER agrees to defend, save and hold the CITY, its agents assigns and employees, harmless from all claims or causes of action, including costs and attorney's fees, and all arising out of any negligent act or omission, or the violation of any federal, state or local law or regulations by the ENGINEER, its subcontractors, agents, assigns, invitees or employees in connection with this Agreement. The ENGINEER agrees to indemnify and hold harmless the CITY from losses, damages or lawsuits resulting from the ENGINEER's intentional misconduct or intentional torts committed during the performance of this contract.

- 4.6 Hazardous Substances. It is understood and agreed that in seeking the professional services of the ENGINEER under this Agreement, the CITY does not request the ENGINEER to undertake uninsurable or potentially uninsurable obligations for the CITY's benefit involving or related in any manner to hazardous substances. Therefore, the ENGINEER undertakes no such obligation hereunder.
- 4.7 Supplemental Provisions. The insurance coverages and conditions afforded by the above mentioned policies shall not be suspended, voided, canceled or coverage reduced except after thirty (30) days prior written notice by certified mail return receipt requested has been giving to both the City Engineer and the Risk Management offices of the CITY.

Certificates of Insurance meeting the specific required insurance provisions specified within the Contract/Agreement shall be forwarded to both the City Engineer and Risk Management Offices of the CITY and approved prior to the start of any work. After review, the Certificate will be filed with the City Clerk as part of the official contract file.

Receipt and acceptance of the ENGINEER's Certificate of Insurance, or other similar document does not constitute acceptance or approval of amounts or types of coverages which may be less than required by this Agreement.

In lieu of providing the CITY with copies of its insurance policies, the ENGINEER agrees, within ten (10) days of a written request of the CITY, to make available for inspection and the taking of notes any original policy of insurance that is required by the terms of this Agreement. Any of the following CITY representatives will be permitted to inspect the policies of insurance: any member of the CITY's legal staff or the CITY COUNCIL. The policies of insurance to be produced will be made available at the offices of the ENGINEER in Tampa, Florida during normal business hours of 8:00 AM to 4:30PM.

All insurance policies required within this contract shall provide full coverage from the first dollar of exposure unless otherwise stipulated. No deductible will be accepted without prior approval from the CITY.

- 4.8 Safety and Health Requirements. It is the ENGINEER's sole duty to provide safe and healthful working conditions to its employees on and about the site of Agreement performance. The CITY assumes no duty for supervision of the ENGINEERING staff. The ENGINEER will provide a "Drug Free" workplace in accordance with Chapter 287, Florida Statutes.

The CITY may, without any liability to ENGINEER, order that the work stop at the site of Agreement performance if a condition of immediate danger to CITY employees, CITY equipment, citizens or property damage exists. This provision

shall not shift responsibility for any risk of loss for injuries or damage sustained from the ENGINEER to the CITY, and the ENGINEER will remain solely responsible for compliance with all safety requirements and for safety of all persons and property at the site of Agreement Performance until the beginning of construction, which arises out of the ENGINEER's negligence.

The ENGINEER shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security, and all other appropriate federal, state and local regulations or City safety and health standards.

5.0 GENERAL CONSIDERATIONS

- 5.1 All documents including field books, drawings, specifications, calculations, etc., supplied by the ENGINEER shall become the property of the CITY. The CITY acknowledges that such documents are not intended or represented to be suitable for use by the CITY or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaption by the ENGINEER for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the ENGINEER.
- 5.2 When authorized, the ENGINEER shall prepare a final estimate of probable construction costs, following CITY approval of the bid documents and other prebid activities. The CITY hereby acknowledges that estimates of probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise that designed facilities will not exceed a cost limitation. Should the lowest, responsive and acceptable bid prices received by the CITY within three (3) months from the dates of the CITY's approval of the bid documents exceed the ENGINEER's final cost estimate by more than ten percent (10%), the ENGINEER shall perform a detailed evaluation of the low bid. The evaluation will review the bid prices on a line item basis, identifying areas of disagreement and providing a rationale for the difference.
- 5.3 The ENGINEER will provide expert witnesses, if required, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the CITY and the ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.
- 5.4 The ENGINEER and CITY each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement; and, neither the CITY nor the ENGINEER will assign or transfer its interest in this Agreement without written consent of the other.

- 5.5 The CITY and the ENGINEER each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of either other party, in respect to all covenants of this Agreement; and, neither the CITY nor the ENGINEER will assign or transfer its interest in the Agreement without written consent of the other.
- 5.6 The ENGINEER hereby agrees to indemnify, defend, save and hold harmless the CITY from all claims, demands, liabilities and suits caused by any negligent act, error or omission of the ENGINEER, the ENGINEER's subcontractors, agents or employees in rendering the professional services called for herein. It is specifically understood and agreed, however, that this indemnification agreement does not cover or indemnify the CITY for its own negligence. The ENGINEER hereby further agrees to indemnify, defend, save and hold harmless the CITY from any and all fines, costs, and expenses caused by, directly or indirectly, with the ENGINEER's failure to comply with any applicable laws, statutes, ordinances, or government regulations.
- 5.7 The ENGINEER agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.
- 5.8 Key personnel assigned to CITY projects by the ENGINEER shall not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified:
- Principal in Charge : Steve Tarte
 - Site Plan Review Agent : Rolando Raymundo
 - Site Inspectors: J. Greg Hass
- 5.9 The ENGINEER shall execute the appropriate State of Florida sworn statement under Section 287.133(3) (a), Florida Statutes, and Public Entity Crimes prior to the execution of the Agreement.
- 5.10 The ENGINEER shall attach a brief status report on the project(s) with each request for payment.
- 5.11 The ENGINEER shall provide a Certificate regarding a "Drug Free Workplace."
- 5.12 The CITY reserves the right to contract with other consultants at any time during the period of this Agreement.
- 5.13 The ENGINEER will commit to respond within 30 minutes to emergency site visit requests made by the City, during normal work hours, Monday through Friday, 8 am to 4:30 pm.

- 5.14 ENGINEER (specifically Principal-in-Charge, Project Manager and Site Plan Reviews Agents) shall read and understand the City's LDRs and Comprehensive Plan at no cost to the City before providing services to the City.
- 5.15 The Project Manager/City Manager shall have the authority on behalf of the CITY to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the CITY's Purchasing Policy and accompanying administrative procedures.

6.0 COMPENSATION

- 6.1 The ENGINEER shall be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Order, upon presentation of ENGINEER's invoice. An hourly rate schedule and typical methods of compensation are attached hereto as Exhibit A.
- 6.2 Except as may be addressed in the initiating Work Order, the compensation for services shall be invoiced by the ENGINEER and paid by the CITY once each month. Such invoices shall be due and payable upon receipt.
- 6.3 The ENGINEER agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the CITY.

7.0 PROHIBITION AGAINST CONTINGENT FEES.

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the ENGINEER any fee, omission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid in accordance with the provision of the outstanding Work Orders for all work performed up to the date of termination.

9.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Order is suspended, canceled, or abandoned by the CITY, without affecting any other Work Order or this Agreement, the ENGINEER shall

be given five (5) days prior written notice of such action and shall be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

10.0 TERMINATION OF CONVENIENCE

Either the CITY or the ENGINEER may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the CITY as provided herein, the ENGINEER will be paid for services rendered through the date of termination.

11.0 REMEDIES

- 11.1 **Pre-Suit Mediation.** Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Pinellas County, Florida shall be selected. The parties agree to mediate in good faith, be bound by the Mediation Settlement Agreement (if a settlement is reached), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.
- 11.2 **Claims, Counter-Claims, Disputes, Etc.** All claims, counter-claims, disputes, and other matters in questions between the ENGINEER and the CITY will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.
- 11.3 **Governing Laws.** This agreement shall be governed by the laws of the State of Florida.
- 11.4 **Attorney's Fees and Costs.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

12.0 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the CITY may employ additional or other professional engineering firms to perform work contemplated by this agreement without liability to the CITY.

13.0. CLOSING

- 13.1. **Validity, Severability and Reformation** Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
- 13.2. **Headings** The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.
- 13.3. **Entire Agreement.** This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

14.0 PUBLIC RECORDS

The parties acknowledge that CITY is a "public agency" and ENGINEER is a "contractor" as defined in Section 119.0701, Florida Statutes, and that ENGINEER must comply with public records laws, and specifically to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Patrica Gentry, CMC, City Clerk
City of Belleair Beach
444 Causeway Boulevard
Belleair Beach, FL 33786
727.595.4646 ext 124
727.593.1409 fax
pgentry@cityofbelleairbeach.com

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on the date and year first above written

WITNESS

SLTant

Print Name: Steve Tanta

By: Shit Sark

Title: President

Date: 8/21/19

ATTEST

Patricia A. Gentry
Patricia A. Gentry CMC
City Clerk

City of Belleair Beach, Florida

By: Joseph Manzo
Joseph Manzo, Mayor

APPROVED:

Lynn Rives
Lynn Rives, City Manager

Approved as to form and sufficiency:

Fred Reilly
Fred Reilly, City Attorney

**EXHIBIT A
PROVISION OF PAYMENT**

BASIS FOR PAYMENT

The OWNER shall pay Cribb Philbeck Weaver Group, Inc. and Cribb Philbeck Weaver Group, Inc. agrees to accept as full compensation for its engineering services (as established by Work Order) compensation as computed by one of the following methods.

METHOD A – HOURLY RATE

Compensation in the form of actual costs time determined by the following:


Agreed upon hourly rate for principal engineer submitted on a line-item basis showing the actual time devoted to a specific task, excluding travel time to and from the job site.

Subconsultant Costs are actual costs incurred times a factor of 1.00. Actual cost shall be based on billing rates for required labor classifications.

Other Direct Costs are actual costs incurred for travel outside the Tampa Bay area, printing, coping, times a factor of 1.00.

METHOD B – LUMP SUM

Compensation in the form of "lump sum" shall be determined by mutual agreement between the Cribb Philbeck Weaver Group, Inc. and the CITY. The lump sum amount shall be negotiated based upon a scope of services developed by the Engineer and approved by the CITY.


Initials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2019

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

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

PRODUCER Talbert Insurance Services 3473 Satellite Blvd, Suite 114 Duluth, GA 30096	CONTACT NAME: Tammy Hyder	
	PHONE: (770)497-9400 FAX: (770)813-8535	
	E-MAIL: thyder@talbertservices.com	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto Owners Insurance	10190
	INSURER B: Auto Owners Insurance	18988
	INSURER C: Allianz Global Corporate & Specialty SE	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 00000000-1572280 **REVISION NUMBER:** 152

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	80149474	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY HIRED <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOMATIC ADX INSURED STATUS		5037622000	06/03/2019	06/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5037624900	06/03/2019	06/03/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ FOLLOWS FORM \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	80040655	06/03/2019	06/03/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	TOOLS/ EQUIPMENT		80149474	10/31/2019	10/31/2020	DEDUCT \$500 \$37,600
C	AIRCRAFT HULL & LIAB		UAV1237219	05/30/2019	05/30/2020	COMBINED SINGLE LIM 3,000,000

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

The City of Belleair Beach is an additional insured in regards to general liability.

Third Party Employee Dishonesty Bond. \$5,000,000 limit \$50,000 Deductible

GENERAL LIABILITY INCLUDES BLANKET ADDITIONAL INSURED (FORM #55373 01/07). GENERAL LIABILITY INCLUDES BLANKET WAIVER OF SUBROGATION (FORM #55091 10/08)

CERTIFICATE HOLDER**CANCELLATION**

City of Belleair Beach 444 Causeway Blvd. Belleair Beach, FL 33786	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Tammy Hyder</i> (THY)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2019

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

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

PRODUCER Iron Ridge Insurance 4971 Royal Gulf Circle Fort Myers FL 33966		CONTACT NAME: Karen Brinkley PHONE (A/C No. Ext.): (800) 775-8526 FAX (A/C No.): (239) 288-7544 E-MAIL ADDRESS: kbrinkley@ironridgeinsurance.com	
INSURED Cribb Philbeck Weaver Group, Inc. 3918 North Highland Ave Tampa FL 33603		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Underwriters, Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19917	

COVERAGES **CERTIFICATE NUMBER:** CL196404624 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEXNYABFENW003	06/03/2019	06/03/2020	Per Claim \$2,000,000 Aggregate \$4,000,000

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

Professional Liability is written on a claims-made basis

CERTIFICATE HOLDER

City of Belleair Beach 444 Causeway Blvd. Belleair Beach FL 33786

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, Interim City Manager

DATE: October 6, 2022

SUBJECT: Authorization to Execute Service Agreement with Victor Burianek

STRATEGIC PLAN: COMMUNICATIONS

Recommendation:

Request City Council to authorize Interim City Manager to execute service Agreement with Victor Burianek for Council Meeting video recordings.

History:

Mr. Burianek has contracted services with the City of Belleair Beach for 7 years. During this period, Mr. Burianek has maintained a professional relationship while providing high quality meeting videos for public viewing.

Background:

In the past year, the City has transitioned to broadcasting council meetings through Zoom software. Although a video can be recorded through using the Zoom software, it has been determined that the quality is not at an acceptable standard for viewers. Continuing services with Victor Burianek will provide high quality videos for the community.

Attachment:

1. SERVICE AGREEMENT 2022

SERVICE AGREEMENT

1. PARTIES:

The parties to this agreement are: CITY OF BELLEAIR BEACH (hereinafter referred to as "CBB"), whose business address is 444 Causeway Boulevard Belleair Beach, Florida and Victor Burianek (hereinafter referred to as "Burianek"), whose business address is P.O. Box 4563, Seminole, Florida.

2. TYPE OF SERVICES:

BURIANEK hereby agrees to record the City's monthly commission meetings. BURIANEK may agree to record additional meetings upon request at an additional fee, with at least 3 weeks prior written notice.

During each video recording, BURIANEK agrees to provide one videographer, to record during any requested meeting.

BURIANEK will perform all necessary formatting, editing, and finalization, by placing the video recording on YouTube or other requested media. Video will be available within 24-36 hours after the close of each meeting.

3. TERM:

The term of service agreement is for a period of twelve (12) months, from October 1, 2022 to September 30, 2023. At the conclusion of the initial twelve month term, this agreement will automatically renew unless either party notify the other of their intention not to renew the agreement at least sixty (60) days prior to the expiration of the current contract in writing.

4. FEE:

CBB agrees to promptly pay BURIANEK a monthly fee of \$ 595.00 (five hundred and ninety five) dollars. This fee includes two hours of video recording time and two hours of video editing and uploading time as well as two hours of set up and teardown before and after every meeting. If further services are requested in writing, BURIANEK agrees to perform such services at an hourly rate of \$195 per hour. Additional fees to set up and service equipment not provided by BURIANEK may apply.

5. EARLY TERMINATION FEE

CBB may terminate this agreement for any reason. In the event of such early termination, CBB agrees to pay BURIANEK for all fees, charges, and other amounts previously incurred and due. In addition, CBB agrees to pay BURIANEK an early termination fee (ETF). The ETF is: 80% of total contract value minus 5% for each full month completed under this service agreement.

6. LIABILITY:

BURIANEK is responsible to provide all equipment required. BURIANEK is not responsible for any equipment issues that occur with equipment belonging to CBB. If equipment issues arise preventing any scheduled recording, BURIANEK will not be held responsible.

If equipment issues arise with CBB's equipment and BURIANEK is capable of resolving such technical issues, additional troubleshooting costs of \$195.00 (one hundred and ninety-five) dollars per hour may be assessed if any equipment needs to be recalibrated or configured. This charge shall not apply to equipment provided by BURIANEK.

7. TIME IS OF THE ESSENCE:

BURIANEK will promptly notify CBB regarding any service needs: viral, web, video, or photography as listed in this agreement. If the City of Belleair Beach does not respond in a timely manner there may be a delay in the productivity and response time of marketing.

8. PRE-EXISTING AGREEMENTS:

It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this agreement. This agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

9. SEVERABILITY OF PROVISIONS

If any of the provisions of this agreement are deemed unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions remain in full force and effect to the extent permitted by law.

10. GOVERNING LAW

This agreement shall be construed in accordance with the laws of the State of Florida. Should litigation on any matters related to this agreement ensue, both Parties agree to litigate such matters in Pinellas County Florida.

11. INSURANCE

BURIANEK shall provide City with a copy of its Certificate of Insurance, identifying the City as an additional insured for the effective term of this Agreement. BURIANEK shall carry a minimum of \$300,000 in general liability insurance.

11. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727)-229-8434, Pgentry@cityofbelleairebeach.com, and 444 Causeway Boulevard Belleair Beach, Florida.

The contractor agrees, where applicable, to comply with the public records law and to:

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

**ON BEHALF OF THE
CITY OF BELLEAIR BEACH**

Mayor David Gattis

ON BEHALF OF BURIANEK

Victor Burianek

Attest: _____

October 10 Council Meeting

- **Approval Of Proposed Communication Procedures (Zabel) Goal 4**
 - Develop work list for myself and the city so that citizens know their concerns are acknowledged instead of being forgotten or ignored.
 - Recommend All Agenda Items be tagged with the Strategic Plan ID. End of the year, Roll-up under Strategic Plan ID.
 - Place a page on the city website that shows this list, so that all citizens can send an email to their Councilmember regarding an item and know that that idea has at least been recognized.
 - Recommend emails and names of all council members be placed on all agendas, for all to see, without going to the website.
 - Recommend a disclaimer for all council members for their emails.
 - Investigate Postcard from city requesting accurate email addresses for notifications.

Belleair Beach City Councilman Mike Zabel Work List

- | # | Strat Plan | Initial Date | Item | POC and Contact Info |
|----|----------------------|--------------|--|----------------------|
| | | | | I.D. |
| 1. | Goal 3: Objective 2 | 9/23/22 | POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com
Develop work list for myself and the city so that citizens know their concerns are acknowledged instead of being forgotten or ignored. See number 3. Started. See below | (301) 943-3443 |
| 2. | Goal 3: Objective 2. | 9/23/22 | POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com
Recommend All Agenda Items be tagged with the Strategic Plan ID. End of the year, Roll-up under Strategic Plan ID. This has now started, as shown by the Strategic Plan I.D. I'm showing for these items. | (301) 943-3443 |
| 3. | Goal 3: Objective 2. | 9/23/22 | POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com
Place a page on the city website that shows this list, so that all citizens can send an email to their Councilmember regarding an item and know that that idea has at least been recognized. This list, (Looking like work list) is an amalgamation of all citizen requests as forwarded to their councilmembers or staff. This is the one stop location for seeing your wishes represented and the associated actions. This is also a "Lessons Learned" site. In the military we don't want to reinvent the wheel or learn from previous attempts, so we refer to a Lessons Learned list. This is that list. A large button on the front page to go directly to this list. | (301) 943-3443 |
| 4. | Goal 3: Objective 2. | 9/23/22 | POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com
Recommend emails and names of all council members be placed on all agendas, for all to see, without going to the website. On the website place a large button on the front to go directly to our email addresses and if agreed to, phone numbers. Another button to take you directly to the City Work List, See item Number 3 above. | (301) 943-3443 |
| 5. | Goal 3: Objective 2. | 9/23/22 | POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com
Recommend a disclaimer for all council members for their emails. I asked the City Attorney to look at one for us. | (301) 943-3443 |
| 6. | Goal 4: Objective 1. | 9/23/22 | POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com
Recommend County Pond-Install Fountain. Plants around the pond, potentially remove fence. Monthly gardening, removal of fronds and mowing. | (301) 943-3443 |

Belleair Beach City Councilman Mike Zabel Work List

#	Strat Plan	Initial Date	Item	POC and Contact Info
			I.D.	
7.	Goal 2: Objective 2.	9/23/22	Investigate Replace parking machines with park mobile.	POC: Councilman Zabel (301) 943-3443 Councilman Zabel to contact Parkmobile for test.
	mike.zabel@cityofbelleairbeach.com			
8.	Goal 2: Objective 2.	9/23/22	Investigate Clearwater or Clearwater Hotel Impact fees.	POC: Councilman Zabel (301) 943-3443
	mike.zabel@cityofbelleairbeach.com			
9.	Goal 1: Objective 1.	9/23/22	Recommend purchase of additional dewatering pump and hose. Pump out flooded streets as required.	POC: Councilman Zabel (301) 943-3443
	mike.zabel@cityofbelleairbeach.com			
10.	Goal 4: Objective 1.	9/23/22	Recommend installation of Floating Kayak docks.	POC: Councilman Zabel (301) 943-3443
	mike.zabel@cityofbelleairbeach.com			
11.	Goal 2: Objective 2.	9/23/22	Investigate Bundle like items in the budget. Specifically Parking Revenue and expenses. Cost of free City Owner Passes.	POC: Councilman Zabel (301) 943-3443
	mike.zabel@cityofbelleairbeach.com			
12.	Goal 4: Objective 1.	9/23/22	Investigate City Garden Project	POC: Councilman Zabel (301) 943-3443
	mike.zabel@cityofbelleairbeach.com			
13.	Goal 1: Objective 2.	9/23/22	Investigate Potential Cell Tower/Flagpole at Corner Park on causeway.	POC: Councilman Zabel (301) 943-3443
	mike.zabel@cityofbelleairbeach.com			
14.	Goal 2: Objective 2.	9/23/22	Investigate an Increase of parking fees to outside parkers. This may provide funds for us to no longer charge citizens for parking fees. Send two passes annually to all property owners. Must be affixed to vehicle, no placards. No need for registration since they are affixed to the car. Send along with annual notices in one package. Charging for a parking pass is like charging citizens twice for living here. Once for the park and again to allow access to the park while Outsiders only must pay one fee to use our parks and that's for parking.	POC: Councilman Zabel (301) 943-3443
	mike.zabel@cityofbelleairbeach.com			

Belleair Beach City Councilman Mike Zabel Work List

Strat Plan Initial Date Item POC and Contact Info
I.D.

15. Goal 3: Objective 2. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443
Investigate Postcard from city requesting accurate email addresses for notifications.
16. Goal 1: Objective 1. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443
Investigate Code enforcement, should be focusing on care and upkeep of property.
Unpainted pressure treated wood on houses, too much blight, storing items such as large ladders outside against your house with no fencing to hide them. Crumbling curbs on spruce, cedar, palm and 9th street. Trees need trimming. Allocate additional funds for code review.
17. Goal 4: Objective 1. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443
Investigate Spruce Street trash, trash cans, landscaping pallets, general upkeep.
18. Goal 1: Objective 2. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443
Investigate Enforcement on intercoastal waterway.
19. Goal 1: Objective 2. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443
Vessel Exclusion Zone-Buoy project completion.
20. Goal 1: Objective 1. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443
Investigate that all valves on at least a monthly inspection and verification schedule.
21. Goal 1: Objective 1. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443
Hurricane prep issues. Emergency meeting of council and announcement. Quadruple sand allotment and double number of bags to citizens to 40. Add another three sand pits. Emergency plan, twice daily communications to residents. Ensure we have all residents on email. Need a dedicated hurricane prep page with videos on how to prepare, how to properly sandbag, etc. Caution that current one has the potential to lead to flooding of 9th street.

Belleair Beach City Councilman Mike Zabel Work List

Strat Plan Initial Date Item POC and Contact Info
I.D.

22. Goal 1: Objective 1. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443

Sandbag area. Every time you open up the sandbag area and 9th Street is flooded and the trucks come down the road the properties flood to the point that on some homes sandbags have to be placed in front of the Garage and front door. Suggested to move the sandbag area to the parking lot next to city hall but that doesn't seem to be an alternative.

23. Goal 1: Objective 1. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443

Add council meeting agenda item for the management and improvements of the city cross-street easements. In 2018, the city spent a considerable amount of time and money to have all the city's easements surveyed and markers installed. Part of the impetus was to clearly define city boundaries and to eliminate potential encroachment of fences/hedges and landscaping from adjoining properties. The short-term view was to correct any encroachment issues and the long-term view was to develop an easement strategy to maintain and improve as a city-wide resource for the residents access to parks and recreation resources, The easements @ 14/15 and 13/14 streets have become almost unpassable e.g., single file and ducking. The easement at 15/16 is continuously flooded due to pool drainage from an adjoining property. There is a marked difference on each side of the causeway as the 1st through 8th street easements are well marked and easy to traverse. Which compared to the 13th through 18th street easements are not.

24. Goal 1: Objective 1. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443

Investigate the use of Florida inmates to fill sandbags.

25. Goal 1: Objective 1. 9/23/22 POC: Councilman Zabel
mike.zabel@cityofbelleairbeach.com (301) 943-3443

Ensure non-resident owners know about the sandbag situation. I have had complaints that non-resident property owners cannot fill sandbags. I believe the answer is that the occupant of that unit has the claim to the bags and not the owner since those sandbags may not be used for the property in Belleair Beach, leaving that property unprotected. We need a policy in writing on our hurricane prep page.

Belleair Beach City Councilman Mike Zabel Work List

Strat Plan Initial Date Item POC and Contact Info
I.D.

26. **Goal 1: Objective 1.** 9/23/22 **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Additional Hurricane Preparedness. Maybe the city should do some 'How To Videos' on sand bag placement and put it on our website. Send out a postcard at the beginning of hurricane season advising people to check out the website. People placing their sandbags around their tires, placing sandbags at the corners of their garage, placing sandbags around curbs. We need to do a better job of educating as well as assisting our citizens. **Also maybe put together a volunteer group to help some of our older residents get sandbags and place them.**
27. **Goal 1:** 9/23/22 **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
City Hall Utilization Master plan for social events and evaluation for better use of the City Hall property. A total reconfiguration of the property infrastructure based on input from the community. Lot of wasted parking and underutilized facilities.
28. **Goal 1:** 9/23/22 **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Crosswalk Safety: Crosswalk sirens or larger visible crossing lights.
29. **Goal 4:** 9/23/22 **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Building code enforcement; seems to me some new structures are out of character for our community.
30. **Goal 2:** 9/23/22 **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Grants Committee: Investigate forming a grant money acquisition committee to search and acquire grants from the state and federal government
31. **Goal 4:** 9/23/22 **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Dogs on Beach: Should dogs licensed by Belleair Beach residents be allowed on the beach between listed hours?
32. **Goal 1:** 9/23/22 **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Annual Tree Trimming around all overhead lines: Hurricane Ian toppled branches on 113 5th street causing power loss to 30 homes approximately. Could have been avoided with tree trimming.

Belleair Beach City Councilman Mike Zabel Work List

Strat Plan Initial Date Item POC and Contact Info
I.D.

33. **Goal 1:** **9/23/22** **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Low Power Lines: 117 5th street, the power lines are within 7 feet of the ground.

34. **Goal 1:** **9/23/22** **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Move Sandbag Distribution to Marina including the sand storage: The sand storage behind city hall contributes to 9th street flooding. Sand delivery at the end of a single street causes a large backup for the citizens. Recommending moving it to the Marina, where we can snake the cars in the lot, eases distribution, and reclaims park space for the city.

35. **Goal 1:** **9/23/22** **POC: Councilman Zabel**
mike.zabel@cityofbelleairbeach.com **(301) 943-3443**
Form Citizens Sandbag brigade to fill, and emplace sandbags for the elderly or handicapped. 1some of our citizens cannot physically fill, or place bags accurately. Recommend we gather a list of these persons and their addresses. Immediately at the opening of the sand bank, this crew forms and fills the bags. And delivers the bags emplacing them. Then removing them at the end of the storm period. Should allow this team to fill their bags first so they can then provide for their own properties.

Strategic Plan

1. **Goal 1: Provide a safe and healthy environment for our residents.**
 - a. Objective 1: Address and mitigate street flooding issues.
 - b. Objective 2: Emergency Generator funding and installation.
2. **Goal 2: Deliver the best value for the taxpayer dollar. Prioritize and manage based on "Targeted outcomes."**
 - a. Objective 1: City manager selection and hiring process.
 - b. Objective 2: Revisit economic impacts on CIP and Reserve funds.
3. **Goal 3: Credible, timely, and transparent information and feedback between the city and its residents. Engender "Pride of Ownership", inclusion and civility.**
 - a. Objective 1: Gulf Blvd traffic monitor island/X-Walk @ 12th street.
 - b. Objective 2: Council A/V remote access. Website overhaul.

Belleair Beach City Councilman Mike Zabel Work List

**# Strat Plan Initial Date Item POC and Contact Info
I.D.**

- 4. Goal 4: Create a vibrant, well-planned, well-maintained appearance for the city that denotes our sense of “Community” and our quality of life.**
 - a. Objective 1: Gulf Blvd-beautification, cable cross wire and undergrounding.
 - b. Objective 2: Playground decision.
 - c. Objective 3: Walking easement breakout.

- 5. Goal 5: Preserve and protect our city’s natural beach and waterfront environments.**
 - a. Objective 1: Buoys decision and ordinance?
 - b. Objective 2: Beach renourishment (IRB Issues), Alternatives