



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

**Monday, July 10, 2023
Community Center, 6:00 PM**

**PUBLIC MEETING NOTICE
AGENDA**

Call to Order
Prayer of Invocation by Vice Mayor Jody Shirley
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: Pinellas Suncoast Fire & Rescue District.
5. Presentation: Award of Distinguished Service to Rudy Davis.
6. Quarterly Board Reports.
 - Board of Adjustment
 - Citizens Advisory Committee
 - Park and Recreation Board
 - Planning and Zoning Board
7. City Attorney Report.
8. City Manager Report.
9. City Clerk Report.

Consent Agenda

10. Approval of April 17, 2023, City Council Work Session Minutes.
11. Approval of May 22, 2023, City Council Work Session Minutes.
12. Approval of June 5, 2023, City Council Meeting Minutes.
13. Approval of June 19, 2023, Budget Workshop Minutes.
14. Approval of June 21, 2023, City Council Meeting Minutes.

Regular Agenda

15. Consideration of Appointments to the Park and Recreation Board.
 - Susan Conti
 - Michael Leeks
16. Consideration of Resolution 2023-04, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Approving The Fiscal Year 2023-24 Non-Ad Valorem Assessment Roll For The Bellevue Estates Island Assessment Area; Directing Certification Of The Assessment Roll To The Pinellas County Tax Collector; And Providing An Effective Date.
17. Authorize the City Manager to Execute the Contract for Law Enforcement Services with the Pinellas County Sheriff for FY 2023-24.
18. Unfinished Business.
19. 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 July 6, 2023

Audit Committee Meeting

Wednesday, July 12, 2023

5:00pm

Park and Recreation Board Meeting

Thursday, July 13, 2023

2:00pm

City Council Budget Workshop

Monday, July 17, 2023

6:00pm

Special City Council Meeting

Monday, July 17, 2023

Immediately following Budget Workshop



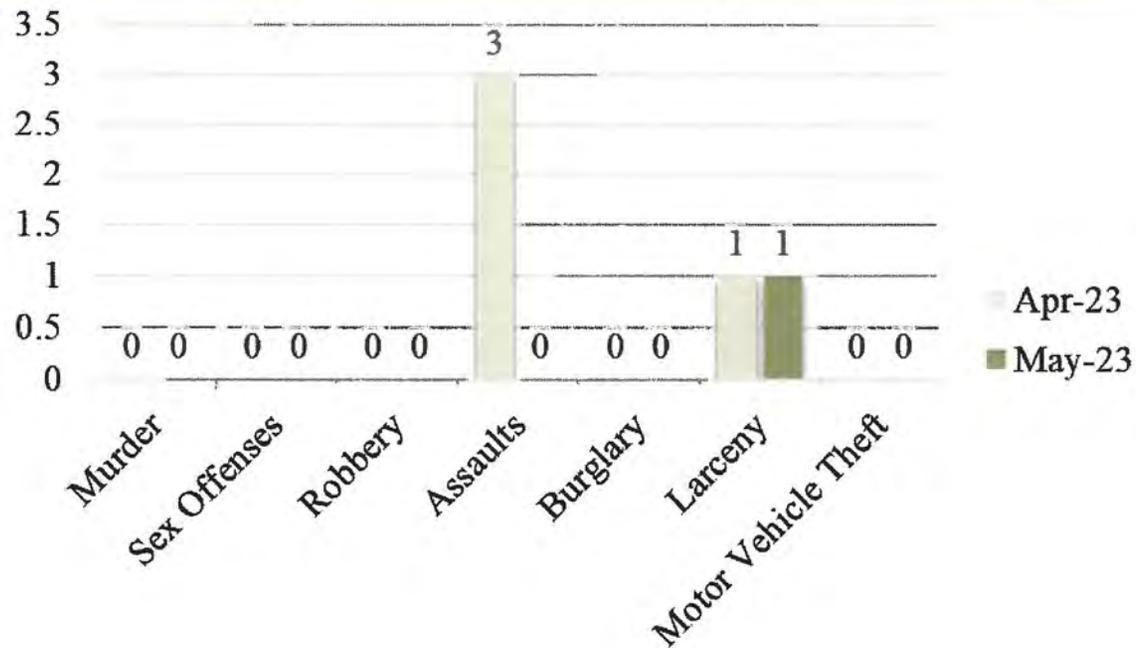
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

May 2023

Select UCR Property & Person Crimes	April 2023	May 2023	May 2022 YTD	May 2023 YTD
Murder	0	0	0	0
Sex Offenses	0	0	1	0
Robbery	0	0	0	0
Assaults	3	0	4	6
Burglary	0	0	2	0
Larceny	1	1	7	2
Motor Vehicle Theft	0	0	0	0
GRAND TOTAL	4	1	14	8



Arrests

May 2023

There was a total of 3 people arrested in the City of Belleair Beach during the month of May resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
Misdemeanor	2
Resist/Obstruct LEO Without Violation	1
Violation Of Probation/Community Control-Adult	1
Warrant	1
Warrant Arrest	1
Traffic Misdemeanor	2
Driver's License Suspended/Revoked-1st Conviction	1
Driving Under The Influence	1
Grand Total	5

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

Deputy Activity

There was a total of **825** events in the City of Belleair Beach during the month of May resulting in **909** 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 May. *CAD data is filtered by problem type.

May 2023

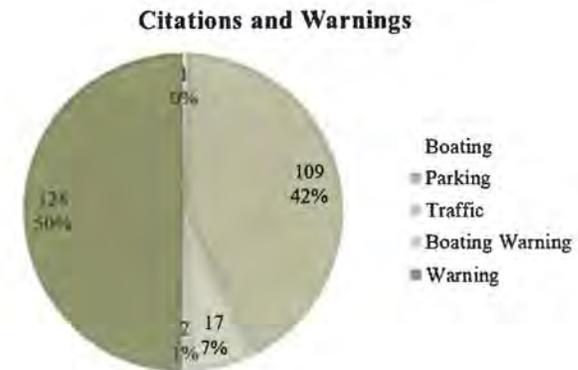
DEPUTY ACTIVITY	TOTAL
Directed Patrol	250
Traffic Stop	133
Vehicle Abandoned/Illegally Parked	122
House Check	109
Contact	37
Area Check	34
Traffic Control	26
Ordinance Violation	22
911 Hang-up Or Open Line	20
Assist Citizen	15
Information/Other	8
Suspicious Vehicle	5
Lost/Found/Abandoned Property	5
Alarm	4
Suspicious Person	4
Animal Call	3
Boating Vessel Stop	3
Traffic Violation	2
Assist Motorist	2
Transport Prisoner	2
Open Door/Window	2
Special Detail	2
Assist Other Agency	1
Neighbor Problem	1
Fraud/Forgery-Not In Progress	1

Crash & Citation Analysis

There was **NO** crashes in the City of Belleair Beach during May 2023. *Crash data is filtered by disposition type and may include "accident and hit and run" problem types.

There were a total of **257** citations and warnings issued in the City of Belleair Beach during May 2023.

TRAFFIC CITATION LOCATIONS	TOTAL
Gulf Blvd & 22nd St	2
Gulf Blvd & 9th St	2
444 Causeway Blvd	2
Gulf Blvd & 12th St	2
1st St & Gulf Blvd	2
Belleair Beach Causeway	1
Gulf Blvd & 7th St	1
Gulf Blvd & 5th St	1
22nd St & Bayshore Drive	1



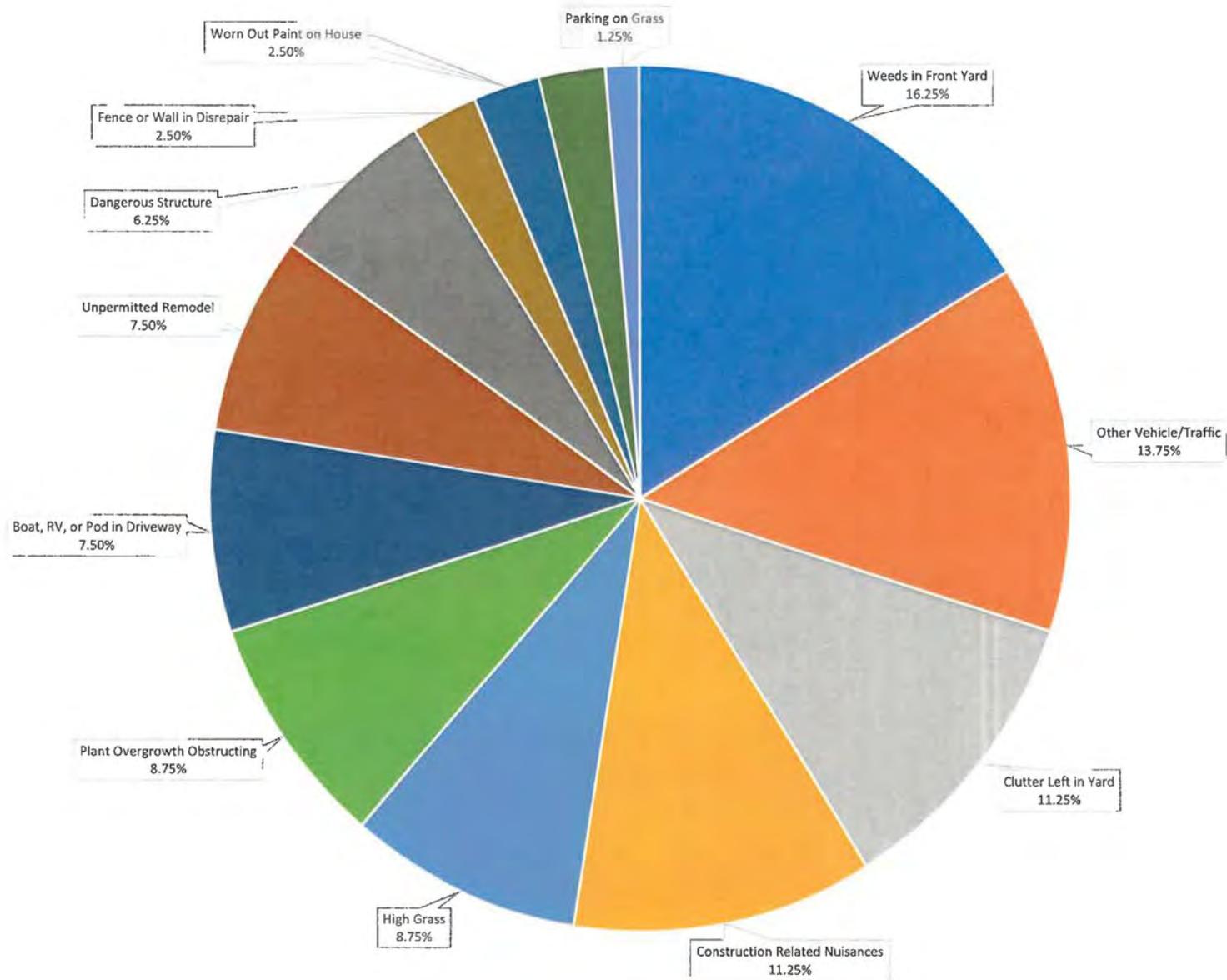


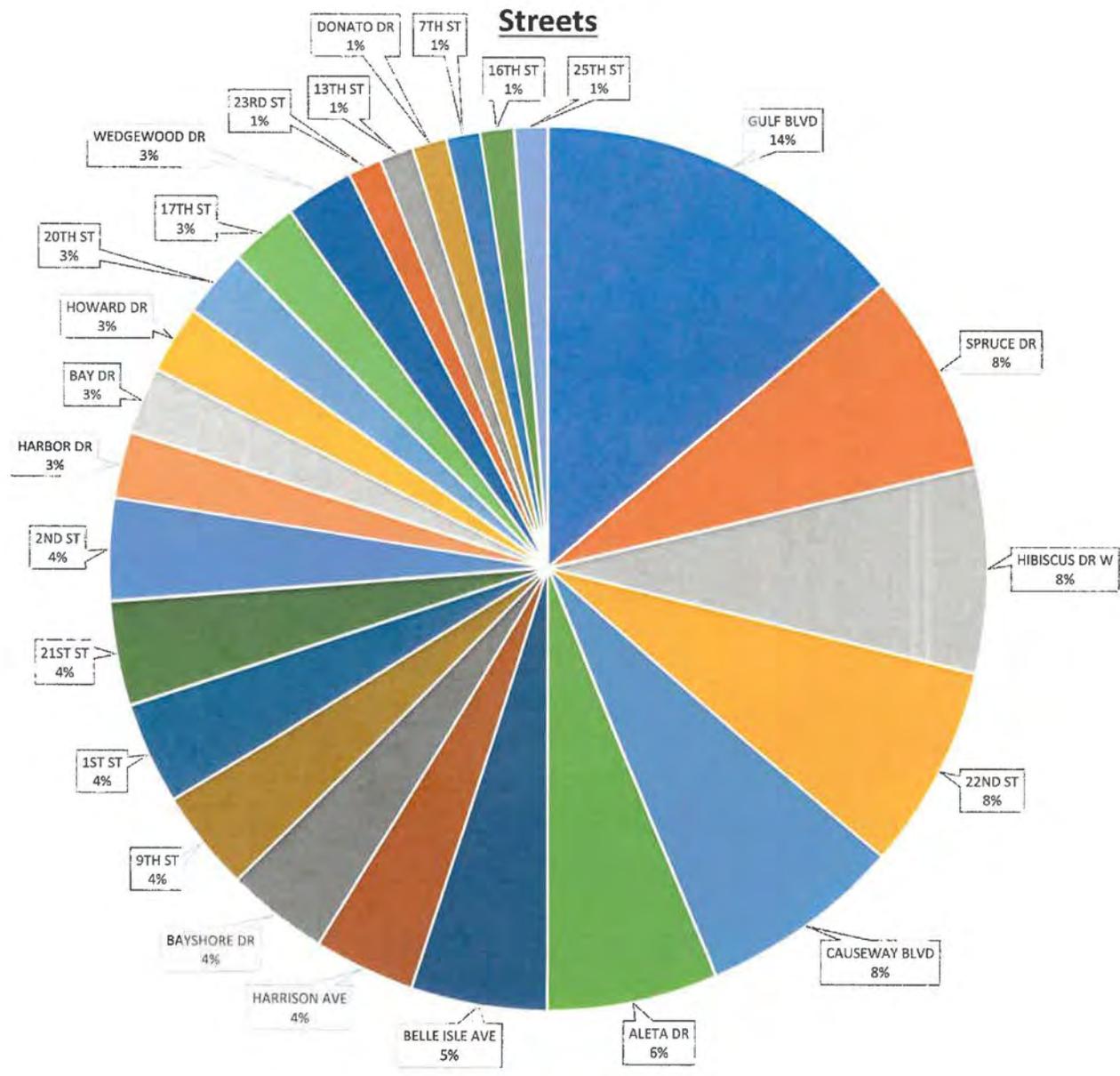
MONTHLY CODE ENFORCEMENT REPORT

Category	Action DATE	Open DATE	Closed DATE	DAYS OPEN	#	Street Name	SOURCE	STAFF	COMMENTS
Dangerous Structure	6/1/2023	3/13/2023	OPEN	119	2244	DONATO DR	On View	PCSO	Notice of Violation
Hazardous Trees or Limbs	6/1/2023	5/8/2023	6/1/2023	24	1205	GULF BLVD	On View	PCSO	Corrected
Construction Related Nuisances	6/1/2023	5/11/2023	6/1/2023	21	106	7TH ST	On View	PCSO	Fence Permit
Construction Related Nuisances	6/1/2023	5/31/2023	6/1/2023	1	102	9TH ST	On View	PCSO	Corrected
Parking on Grass	6/1/2023	6/1/2023	6/1/2023	0	701	GULF BLVD	On View	PCSO	Car Removed
Dangerous Structure	6/5/2023	12/10/2021	6/5/2023	542	115	ALETA DR	On View	PCSO	Dock / Corrected Closed
Construction Related Nuisances	6/5/2023	6/5/2023	6/6/2023	1	112	1ST ST	On View	PCSO	No Permit
Other Vehicle/Traffic	6/5/2023	6/5/2023	6/5/2023	0	GULF	20TH ST	On View	PCSO	Citation
Unpermitted Remodel	6/6/2023	6/5/2023	6/6/2023	1	112	1ST ST	On View	PCSO	Permit Applied for/Closed
Plant Overgrowth Obstructing	6/6/2023	6/6/2023	OPEN	34	107	21ST ST	On View	PCSO	5 Day Notice
Unpermitted Remodel	6/6/2023	6/6/2023	6/6/2023	0	221	HOWARD DR	On View	PCSO	Permit Applied for/Closed
Weeds in Front Yard	6/8/2023	6/8/2023	6/12/2023	4	941	SPRUCE DR	Comp	CSA	Corrected
Clutter Left in Yard	6/8/2023	6/8/2023	6/12/2023	4	941	SPRUCE DR	Comp	CSA	Corrected
Boat, RV, or Pod in Driveway	6/9/2023	5/31/2023	6/9/2023	9	318	BELLE ISLE AVE	On View	PCSO	Pod Removed Case Closed
Unpermitted Remodel	6/9/2023	4/11/2023	OPEN	90	2720	HIBISCUS DR W	On View	PCSO	Permit Pending
Other Vehicle/Traffic	6/9/2023	6/9/2023	6/9/2023	0	3221	GULF BLVD	Comp	PCSO	Roadway Obstruction /Cleared
Other Vehicle/Traffic	6/9/2023	6/9/2023	6/9/2023	0	GULF	CAUSEWAY BLVD	On View	PCSO	Vehicle removed from roadway
Dangerous Structure	6/11/2023	12/6/2022	6/11/2023	187	209	HARRISON AVE	On View	PCSO	Removed
Other Vehicle/Traffic	6/11/2023	6/11/2023	6/11/2023	0	GULF	CAUSEWAY BLVD	On View	PCSO	Accident No injuries
Clutter Left in Yard	6/11/2023	6/11/2023	6/12/2023	1	941	SPRUCE DR	On View	PCSO	Lawn/Trash
Clutter Left in Yard	6/11/2023	6/11/2023	6/12/2023	1	1020	SPRUCE DR	On View	PCSO	Lawn/ Trash Cans
Dangerous Structure	6/11/2023	6/11/2023	6/22/2023	11	1205	BAY DR	On View	PCSO	Dock
Other Vehicle/Traffic	6/11/2023	6/11/2023	6/11/2023	0	GULF	CAUSEWAY BLVD	On View	PCSO	Citation
Other Vehicle/Traffic	6/11/2023	6/11/2023	6/11/2023	0	GULF	CAUSEWAY BLVD	On View	PCSO	Citation
Other Vehicle/Traffic	6/11/2023	6/11/2023	6/11/2023	0	GULF	CAUSEWAY BLVD	On View	PCSO	Citation
Clutter Left in Yard	6/12/2023	6/11/2023	6/12/2023	1	941	SPRUCE DR	On View	PCSO	Corrected case closed
Clutter Left in Yard	6/12/2023	6/11/2023	6/12/2023	1	1020	SPRUCE DR	On View	PCSO	Corrected case closed
Construction Related Nuisances	6/12/2023	6/11/2023	6/12/2023	1	3221	HIBISCUS DR W	On View	PCSO	Follow up No work on Sunday
Other Vehicle/Traffic	6/12/2023	6/12/2023	6/12/2023	0	GULF	HARRISON AVE	On View	PCSO	Citation
Construction Related Nuisances	6/12/2023	6/12/2023	6/16/2023	4	2720	HIBISCUS DR W	On View	PCSO	PDES Report
Weeds in Front Yard	6/13/2023	6/13/2023	OPEN	27	316	BELLE ISLE AVE	Comp	CSA	5 day notice
High Grass	6/14/2023	6/14/2023	6/29/2023	15	2505	HIBISCUS DR W	On View	CSA	Corrected
High Grass	6/15/2023	6/15/2023	6/19/2023	4	3141	GULF BLVD	On View	CSA	Abatement
Plant Overgrowth Obstructing	6/16/2023	5/13/2023	6/16/2023	34	101	GULF BLVD	On View	PCSO	Corrected case closed
Construction Related Nuisances	6/16/2023	6/12/2023	6/16/2023	4	2720	HIBISCUS DR W	On View	PCSO	Corrected case closed
Fence or Wall in Disrepair	6/16/2023	6/16/2023	6/16/2023	0	301	22ND ST	On View	PCSO	Fence No Permit
Weeds in Front Yard	6/16/2023	6/16/2023	6/21/2023	5	1903	BAYSHORE DR	On View	PCSO	5 day notice
Weeds in Front Yard	6/16/2023	6/16/2023	7/3/2023	17	106	2ND ST	On View	PCSO	5 day notice
Plant Overgrowth Obstructing	6/16/2023	6/16/2023	OPEN	24	1201	GULF BLVD	On View	PCSO	5 day notice
Clutter Left in Yard	6/19/2023	6/19/2023	6/19/2023	0	103	25TH ST	On View	PCSO	No Violation/Case Closed
Plant Overgrowth Obstructing	6/19/2023	6/19/2023	6/21/2023	2	305	GULF BLVD	On View	PCSO	5 day notice

Category	Action DATE	Open DATE	Closed DATE	DAYS OPEN	#	Street Name	SOURCE	STAFF	COMMENTS
Weeds in Front Yard	6/19/2023	6/19/2023	6/21/2023	2	444	22ND ST	On View	PCSO	5 day notice
Construction Related Nuisances	6/19/2023	6/19/2023	6/30/2023	11	450	22ND ST	On View	PCSO	5 day notice
Unpermitted Remodel	6/19/2023	6/19/2023	OPEN	21	109	16TH ST	On View	PCSO	Stop Work Order
Weeds in Front Yard	6/20/2023	6/20/2023	6/23/2023	3	444	22ND ST	On View	CSA	Corrected
Worn Out Paint on House	6/21/2023	5/11/2023	OPEN	60	102	13TH ST	On View	PCSO	Notice of Violation
Weeds in Front Yard	6/21/2023	6/16/2023	6/21/2023	5	1903	BAYSHORE DR	On View	PCSO	Corrected case closed
Plant Overgrowth Obstructing	6/21/2023	6/19/2023	6/21/2023	2	305	GULF BLVD	On View	PCSO	Corrected case closed
Weeds in Front Yard	6/21/2023	6/19/2023	6/21/2023	2	444	22ND ST	On View	PCSO	Corrected case closed
Unpermitted Remodel	6/21/2023	6/21/2023	6/21/2023	0	104	20TH ST	On View	PCSO	Water Heater / No Permit PCB
Plant Overgrowth Obstructing	6/21/2023	6/21/2023	OPEN	19	2221	GULF BLVD	On View	PCSO	5 Day Notice
Dangerous Structure	6/22/2023	6/11/2023	6/22/2023	11	1205	BAY DR	On View	PCSO	Corrected case closed
Boat, RV, or Pod in Driveway	6/22/2023	6/22/2023	6/22/2023	0	121	9TH ST	On View	PCSO	Removed from Driveway
Construction Related Nuisances	6/22/2023	6/22/2023	6/22/2023	0	127	ALETA DR	Comp	PCSO	Outdoor Kitchen/No Violation
Other Vehicle/Traffic	6/22/2023	6/22/2023	6/22/2023	0	On Street	BELLE ISLE AVE	On View	PCSO	Solicitations/ Warning Issued
Boat, RV, or Pod in Driveway	6/22/2023	6/22/2023	6/26/2023	4	120	ALETA DR	On View	PCSO	Commercial Van 5 Day Notice
Unpermitted Remodel	6/22/2023	6/22/2023	6/30/2023	8	3107	WEDGEWOOD DR	On View	PCSO	Stop Work Order
Clutter Left in Yard	6/22/2023	6/22/2023	7/5/2023	18	301	22ND ST	On View	PCSO	Corrected
Hazardous Trees or Limbs	6/22/2023	6/22/2023	OPEN	18	617	BELLE ISLE AVE	On View	PCSO	5 Day Notice
High Grass	6/23/2023	6/23/2023	6/26/2023	3	235	HOWARD DR	On View	CSA	Abatement
Weeds in Front Yard	6/23/2023	6/23/2023	6/28/2023	5	2204	BAYSHORE DR	On View	CSA	Corrected
Weeds in Front Yard	6/26/2023	6/16/2023	7/3/2023	17	106	2ND ST	On View	PCSO	Pending
Other Vehicle/Traffic	6/26/2023	6/26/2023	6/26/2023	0	BAYSIDE	HARBOR DR	On View	PCSO	Bayside Park Citation
Other Vehicle/Traffic	6/26/2023	6/26/2023	6/26/2023	0	120	ALETA DR	On View	PCSO	Violation Corrected
Weeds in Front Yard	6/26/2023	6/26/2023	6/28/2023	2	209	HARRISON AVE	On View	CSA	Corrected
High Grass	6/26/2023	6/26/2023	OPEN	14	102	17TH ST	On View	PCSO	Notice of Violation
Worn Out Paint on House	6/26/2023	6/26/2023	OPEN	14	111	23RD ST	On View	PCSO	5 Day Notice
Fence or Wall in Disrepair	6/27/2023	6/27/2023	6/27/2023	0	108	1ST ST	On View	PCSO	Fence Install Permit
Plant Overgrowth Obstructing	6/27/2023	6/16/2023	OPEN	24	107	21ST ST	On View	PCSO	Notice of Violation
Boat, RV, or Pod in Driveway	6/29/2023	6/29/2023	6/30/2023	1	3103	WEDGEWOOD DR	On View	CSA	Corrected
Weeds in Front Yard	6/30/2023	6/16/2023	7/3/2023	17	106	2ND ST	On View	PCSO	Still in Violation
Boat, RV, or Pod in Driveway	6/30/2023	6/30/2023	6/30/2023	0	113	9TH ST	On View	PCSO	Boat Removed
Construction Related Nuisances	6/30/2023	6/30/2023	6/30/2023	0	3321	HIBISCUS DR W	On View	PCSO	Posted Court Hearing
Weeds in Front Yard	6/30/2023	6/30/2023	OPEN	10	703	HARBOR DR	On View	PCSO	5 Day Notice
Clutter Left in Yard	6/30/2023	6/30/2023	6/30/2023	10	105	CAUSEWAY BLVD	On View	PCSO	Corrected
Clutter Left in Yard	6/30/2023	6/30/2023	6/30/2023	10	113	17TH ST	On View	PCSO	Corrected
High Grass	6/30/2023	6/30/2023	6/30/2023	10	103	21ST ST	On View	PCSO	Corrected
Boat, RV, or Pod in Driveway	6/30/2023	6/30/2023	OPEN	10	116	ALETA DR	On View	PCSO	5 Day Notice
High Grass	6/30/2023	6/30/2023	7/3/2023	10	3001	GULF BLVD	On View	CSA	Corrected
High Grass	6/30/2023	6/30/2023	7/3/2023	10	2941	GULF BLVD	On View	CSA	Corrected

Categories





OUTSTANDING CODE VIOLATIONS

Violation Category	#	STREET NAME	START DATE	DAYS OPEN	COMMENTS
Construction Related Nuisances	103	25th Street	1/22/21	899	Approximately \$270,000.00 in unpaid fines.
Dangerous Structure	105	8th Street	6/12/2022	393	Owner has submitted a permit application to Pinellas County for a full independent assessment.
Short-Term Rental	109	13th Street	12/27/2022	195	\$17,359.45 in fines owed. House is in foreclosure. City Attorney monitoring case for fine recovery.



**City Manager Report
July 2023**

Project	Key Dates	Unforeseen Issues	Assistance Required	Status
FY2023-24 Budget	<p>July 17th – Budget Workshop at 6:00 PM.</p> <p>July 17th – Special Council Meeting immediately following to adopt tentative millage rate.</p>	None	None	Council to make decision on renegotiating Waste Management contract or advertise RFP.
Gulf Blvd Undergrounding	July 10 th – UCF contractor starting construction of Phase I.	None	None	UCF is acquiring easements for Phase II to determine final design.
Stormwater Improvement Projects	July – Designing for 9th St., Harbor Dr., Cedar Dr., Spruce Dr., Palm Dr., 14th St., 15th St., and 16th St. underway.	None	None	George A Shimp II & Associates collecting survey data for remaining streets.
Personnel Policy Manual	June 19 th – Received reviewed draft from City Attorney with comments and additions.	None	None	Manager is working through recommendations with City Attorney. The City has historically adopted personnel policies via ordinance. Attorney recommends adopting a new ordinance to supersede previous ordinances and allow for revisions by resolution.



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

**Monday, April 17, 2023
Community Center, 6:00pm**

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 Frank Bankard, Belinda Livingstone, Leslie Notaro, Lloyd Roberts and Mike Zabel; Mayor Dave Gattis, Vice Mayor Jody Shirley, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy D. Mora.

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

- 1. Discussion of Draft Ordinance for City Code Section 38-87. - Picnic or public gathering permit. (City Attorney Mora will email the draft ordinance to City Council)**

Consensus of Council was for City Attorney Mora to continue to work with the F.I.R.E. legal counsel.

- 2. Discussion on Strategic Plan Scorecard. (City Manager Riefler)**

City Manager Riefler advised that the Scorecard will be updated monthly, and the Strategic Plan will be on the next work session.

- 3. Discussion on Triton Diesel Generator for the Community Center. (City Manager Riefler)**

Consensus of Council was to not move forward with a generator and to direct the funds elsewhere.

- 4. Discussion of Merit Increase for City Manager. (Councilmember Zabel)**

Consensus of Council was to revisit at City Manager Riefler's contract time.

Break from 7:17pm to 7:23pm

5. Discussion of Sending Letter from the City of Belleair Beach to the Hoteliers of Clearwater Regarding Traffic and Congestion. (Councilmember Zabel)

Consensus of Council was to not send the letter at this time.

6. Discussion to Evaluate the City Council Representation to the Pinellas County Flood Risk and Mitigation Public Information Working Group (FRMPIWG). (Councilmember Zabel)

Consensus of Council was to have the City representative give a report after each meeting, for Community Services Administrator Aaron Glanz and Councilmember Bankard to be added to the Group, and for Councilmember Bankard to reach out to the current representative, Mary Behm.

7. General Business.

Discussion included, in part:

- Form 6 financial disclosures
- Consideration of a smaller number of City Councilmembers
- Consideration of nominal compensation for Councilmembers
- The placement of Councilmember portraits in the lobby
- Councilmember Roberts and City Manager Riefler will meet with Tom Washburn of Pinellas County Transportation

ADJOURN

MOTION was made and duly seconded to adjourn the meeting at 8:29pm.

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, May 22, 2023
Community Center, 6:00pm**

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 Frank Bankard, Belinda Livingstone, Leslie Notaro, Lloyd Roberts and Mike Zabel; Mayor Dave Gattis, Vice Mayor Jody Shirley, City Manager Kyle Riefler, and City Attorney Randy D. Mora.

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

1. Review the 2023 Comprehensive Plan Review Recommendations from the Planning and Zoning Board. (City Attorney Mora)

City Attorney Mora will check the language in the Flood Peril Act as discussed.

2. Review the 2019 Strategic Plan. (City Manager Riefler)

Council reviewed the first half of the Strategic Plan.

Consensus of Council was to address each one of the remaining goals at subsequent meetings.

3. Discussion of Marina Rental Policies. (Mayor Gattis)

Consensus of Council was for further consideration to optimize options in the Marina.

4. Discussion of Administrative Policy #19: Grant Procedures. (City Manager Riefler).

Consensus of Council was to accept Administrative Policy Number 19 as proposed.

5. Discussion of changing banks from Truist to Valley. (City Manager Riefler).

Consensus of Council was to move forward with a resolution at the next meeting to change banks.

6. General Business.

None.

ADJOURN

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

Motion passed 7-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Monday, June 5, 2023
Community Center, 6:00 PM**

PUBLIC MEETING MINUTES

The meeting was called to order by Vice Mayor Jody Shirley. The invocation was given by Councilmember Lloyd Roberts followed by a Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present were Councilmembers Frank Bankard, Belinda Livingstone, Leslie Notaro, Lloyd Roberts, and Mike Zabel; Vice Mayor Jody Shirley, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy D. Mora. Mayor Dave Gattis was unable to attend.

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 Notaro to approve the Agenda.

Motion passed 6-0.

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)

None

3. Presentation: Pinellas County Sheriff's Office.

- **Law Enforcement monthly report**
The PCSO Representative reviewed the monthly report.
- **Code Enforcement monthly report**
Deputy Klapka reviewed the monthly report.

4. Presentation: Pinellas Suncoast Fire & Rescue District.

Chief Davidson reviewed the request he had made to the Pinellas County Board of County Commissioners to fund an additional station closer to Belleair Beach for improved response times. He stated he had

advised them that the PSFRD would fund the station if the County would fund the paramedics needed. He reviewed the amount of taxes Belleair Beach residents paid to the County and the dollar amount of the County's reserves. He asked for the City Council and Resident's help by contacting the Pinellas County Emergency Medical Services Authority and the Board of County Commissioners.

5. City Attorney Report.

City Attorney Mora reviewed pending Senate Bills 170 and 250.

6. City Manager Report.

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

He advised that there had only been one bid for the Marina Renovation Project which was substantially higher than expected. He requested to bring the issue to a work session to discuss other options based on the vision for the Marina.

Consensus of Council for upcoming meetings:

- June 19 – Budget Workshop
- June 21 – Work Session
- July 10 – City Council Meeting

7. City Clerk Report.

City Clerk Gentry advised that the Planning and Zoning Board would be meeting to review the draft sign ordinance.

Consent Agenda

8. Approval of May 1, 2023, City Council Meeting Minutes.

9. Consideration of Accepting the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending September 30, 2022, as recommended by the Audit Committee on May 3, 2023. (City Manager Riefler)

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

Motion passed 6-0.

Regular Agenda

10. Consideration of Ordinance 23-03, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Amending The City Of Belleair Beach Comprehensive Plan, Pursuant To The

Evaluation And Appraisal Process Of Section 163.3191, Florida Statutes, And The Amendment Process Of Section 163.3184, Florida Statutes, Adopting New Goals, Objectives, And Policies, And Maps As Presented Herein Below; Providing For A Copy To Be Kept On File; Providing For Severability; Providing For The Repeal Of All Ordinances In Conflict Herewith; And Providing For An Effective Date. (First Reading by Title only – City Attorney Mora)(Presentation by Linda Fisher, Forward Pinellas Principal Planner)

- **Amending the City Comprehensive Plan**

City Attorney Mora read Ordinance 23-03 by Title only.

MOTION was made by Councilmember Notaro and seconded by Councilmember Livingstone for Ordinance 23-03.

Linda Fisher, Forward Pinellas, gave a presentation on the Comprehensive Plan Review process. She advised that if the Council accepts the recommended changes and additions made by the Planning and Zoning Board the amended Plan will be sent to the Department of Economic Opportunity (DEO) for their review. Copies will also be sent to state agencies, regional agencies, and adjacent local governments who will all have the option to weigh in. The DEO will then issue an Objections, Recommendations, and Comments (ORC) Report to the City for their response.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Yes
Councilmember Zabel	Yes
Vice Mayor Shirley	Aye

Motion passed 6-0.

- 11. Consideration of Resolution 2023-03, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Authorizing The City To Switch Financial Institutions, Authorizing Signatures Which Are To Appear For All City Check And Draft Writing, And Instructing Any Financial Institution To Accept Any Certified Copy Of This Resolution As Evidence Of Legal Authority Over City Financial Accounts; Resolving Conflicts Herewith And Establishing An Effective Date. (City Manager Riefler)**

City Attorney Mora read Resolution 2023-03 by Title only.

MOTION was made by Councilmember Notaro and seconded by Councilmember Zabel for Resolution 2023-03.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Aye
Councilmember Zabel	Aye
Vice Mayor Shirley	Aye

Motion passed 6-0.

12. Consideration of Appointment to the Planning and Zoning Board.

- **Applicant Kim Shaw Elliott**

MOTION was made by Councilmember Bankard and seconded by Councilmember Zabel to appoint Kim Shaw Elliott to the Planning and Zoning Board.

Motion passed 6-0.

13. Consideration to Approve the Adopt A Park Program Agreement of the City of Belleair Beach, in Association with the Belleair Beach Community Foundation, for Beautification Programs. (City Manager Riefler)

- **Programs to enhance City of Belleair Beach parks**

MOTION was made by Councilmember Bankard and seconded by Councilmember Roberts to approve the Adopt A Park Program Agreement.

Motion passed 6-0.

14. Unfinished Business.

None.

15. City Council Comments.

Councilmember Notaro had no further comments.

Councilmember Livingstone thanked Ms. Shaw Elliott for volunteering.

Councilmember Bankard gave an update on the flood and wind insurance issue.

Councilmember Zabel had no further comments.

Councilmember Roberts had no further comments.

Vice Mayor Shirley had no further comments.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Notaro to adjourn at 7:08pm.

Motion passed 6-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk

**CITY COUNCIL BUDGET WORKSHOP
CITY OF BELLEAIR BEACH
June 19, 2023
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, Lloyd Roberts and Mike Zabel; Mayor Dave Gattis, Vice Mayor Jody Shirley, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy D. Mora, and Finance Consultant Heather Guadagnoli. Councilmember Belinda Livingstone joined by Zoom at 6:05pm.

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

1. Discussion and Review of Fiscal Year 2023-2024 Budget.

- **Please bring the DRAFT budget that was delivered to your home on Tuesday June 6, 2023.**

Discussion items included, in part:

- Waste Management contract would be going up 25% - based on their excellent service to the City, it was suggested that they be given the opportunity to go over their figures to determine if they could bring the cost down.

Consensus of Council was to have Waste Management come back with a revised proposal.

- Reduction in PCSO code enforcement hours to be picked up by non-departmental personnel
- Property insurance to increase by 75%

ADJOURN

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

Motion passed 7-0.

ADJOURN

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Wednesday, June 21, 2023
Community Center, 6:00pm**

PUBLIC MEETING MINUTES

The meeting was called to order by Vice Mayor Jody Shirley at 6:02pm 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; City Clerk Patricia Gentry, and City Attorney Randy D. Mora. Mayor Dave Gattis, Councilmember Belinda Livingstone and City Manager Kyle Riefler attended by Zoom.

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

1. Discussion (Continuation) of the Strategic Plan. (City Manager Riefler)

Consensus of Council was to move ADA functionality of the website to the top of the list.

Consensus of Council was to move any lamppost decorations to Goal 4 Gulf Boulevard Beautification.

Discussion of options for beach nourishment.

Consensus of Council was to add a line item to the budget to begin saving for a code enforcement boat.

Consensus of Council was for further discussion of the Strategic Plan goals during the budget workshop.

Break from 7:10pm to 7:17pm.

2. Discussion of Moving the Sandbag Station to the Marina. (Councilmember Zabel)

Consensus of Council was for Councilmember Zabel and City Manager Riefler to work together and bring a solution back to Council for consideration.

3. Discussion of Term Limits for City Councilmembers. (Councilmember Roberts)

Consensus of Council was for City Manager Riefler and City Attorney Mora to come back to Council with a recommendation of a process for a Charter Review Committee.

4. Discussion of Salary for City Councilmembers. (Councilmember Roberts)

Consensus of Council was for City Attorney Mora to bring the recent compensation study done by his firm, and a draft ordinance to the next work session.

5. Discussion of Full-Time Administrative Assistant Position. (Councilmember Roberts)

Consensus of Council was for City Manager Riefler to begin advertising for a full-time administrative assistant position.

6. General Business.

Discussion included, in part:

- Library reimbursement
- The proposal for the Marina Wait List will be discussed at the next work session

Consensus of Council was for City Manager Riefler to bring the cost and job duties for an additional public works employee to the budget workshop.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Zabel to adjourn at 8:29pm.

Motion passed 7-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk

City of Belleair Beach

JULY10, 2023 - 6:00 PM



DATE: June 28, 2023
TO: Mayor and City Council
FROM: Patricia A. Gentry, City Clerk
SUBJECT: Appointments to the Park and Recreation Board

RECOMMENDATION:

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

Background

There are currently two Board Member openings and one Alternate Board Member opening. One position has been vacant and is for the full two-year term. The second Board Member position is to fulfill a term until September 2023.

Discussion

Ms. Susan Conti, 117 15th Street, and Mr. Michael Leeks, 2900 Gulf Boulevard, have expressed interest in being appointed to the Board.

Recommendation

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



APPLICATION FOR APPOINTMENT

Board of Adjustment
Park and Recreation Board
Planning and Zoning Board
Citizens Advisory Committee

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

Name: Susan Conti **Email:** susanconti@designingleader.com
Address: 117 15th St, Belleair Beach, FL 33786 **Home Phone:** _____
Cell Phone: 949-878-1965
City/State: Belleair Beach, FL 33786 **Voter Registration Date:** January, 2020 ^{12.04.09} ✓

Educational Background:

High School graduate and some college attending Southern Illinois University - Edwardsville

Professional Certifications as Master Certified Executive Coach (MCEC) with the Association Corporate Executive Coaches

Certifications from: Coaches Training Institute, Marshall Goldsmith and Gallup Strengths

Experience:

35 years as an executive in Human Resources working across 9 industries

Currently, owner and founder of a business (registered in Missouri) called Designing Leaders, Inc.

8 years as business owner, executive leadership performance coach and senior advisor

Clients are in both the National and Global business sectors

8 years working as a Coach/volunteer for the Honor Foundation - a not for profit

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

I enjoy serving in a leadership capacity in my community, leveraging my strengths to help others and

and to share my strengths to help others, to help my community and the added benefit to

meet my neighbors, make new friends and help wherever I can be of service

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:

Open. I most recently served as Vice President of our HOA Board of Directors (Bella Rosa, Sand Key)

What Boards or Committees do you currently serve:

I have been a resident of the City of Belleair Beach for 1 MONTH years.

I am a qualified voter of the City of Belleair Beach. Voter registration date January, 2020

Please attach a resume if available.

SIGNATURE *Susan Conti*

DATE JUNE 27, 2023

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

Susan Conti, MCEC

Ph: 949-878-1965

susanconti@designingleader.com

<https://www.linkedin.com/in/susanleadercoach>

Professional Experience

Designing Leaders, Inc.

2016 - Present

Founder/Strategic HR Advisor/Consultant/Leadership Coach

Professional consulting and coaching practice. High impact solutions that link human capability interventions with business results. Focused on helping organizations and leaders deliver value through the design and development of custom solutions. Services include:

- HR Strategic Advisory services offered to assist clients in developing and executing transformational people strategies.
- Professional Assessments (DiSC® Gallup® Clifton Strengths, The Predictive Index and ExPI™ in Executive Presence just to name a few of the assessments available. Assessments provide a simple and clear outline of the strengths and opportunities identified in the assessment so that leaders can become more effective in delivering results that matter. Reports include custom analyses, such as engagement of direct reports, potential pitfalls or derailers, and performance on top-ten critical leader behaviors.
- Executive and Leadership Coaching: Understanding of core leadership principles and how leadership gets applied in unique settings translates into our results-based coaching. One-on-one work supports leaders by helping them build stakeholder-centric thinking and holding them accountable for behavior changes that take their ability to contribute to the next level.

Vintage Senior Living, Newport Beach, CA

2013 – 2016

VP, Human Resources

A senior care company with 23 facilities located in southern and northern CA offering both independent and assisted living services. 2,500 employees and approximately \$500M in revenues. Privately held. As the head of HR, responsible for in charge of managing the strategy and processes related to building and retaining an exceptional team of professionals. Act as advisor and consultant reporting to the CEO/Founder. Strengths in the ability to roll up my sleeves and execute solutions.

- **Areas of responsibility:**
All areas of HR and Talent Management, Payroll, Risk Management/Safety, Culture, Leadership Development and a member of the Board of Directors.
12 Direct Reports

Thales Group – In-Flight Entertainment

2011 - 2013

VP, Human Resources

A global, best-in-class onboard experience with an amazing portfolio of inflight entertainment systems, the most advanced connectivity solutions, and digital services.

Thales is a global technology leader with more than 81,000 employees on every continent. The Group invests in the digital and "deep tech" innovations — connectivity, big data, artificial intelligence, cybersecurity and quantum technologies. The Group's products, services and solutions support businesses, governments and organizations in five major markets: digital identity and security, defense, aerospace, space and transport.

- **Areas of responsibility:**
HR, Talent Management, Recruitment, Leadership Development and Communications
Global responsibilities with responsibility for teams in Toulouse, France; Beijing, China; and Singapore. 15 Direct Reports

Additional Roles:

- Vijon, St. Louis, MO – SVP, Human Resources (2007 – 2010) (3 locations)
- Spectrum Brands, St. Louis, MO – Corporate Director, HR (7 locations)
- Excaliber Steel, St. Louis, MO – Director, HR (5 locations)
- President Casinos, St. Louis, MO – Head of HR (3 locations)
- Whitney Design, St. Louis, MO – Director, HR (3 locations)
- Clark Refining & Marketing, St. Louis, MO – Regional HR Manager
- Bock Pharmacal, St. Louis, MO – HR Manager
- Arthur Andersen, St. Louis, MO – Personnel Specialist

Skills, Strengths, and Expertise

Gallup® Clifton Strengths (My top 5):

Futuristic, Strategic, Arranger, Responsibility and Self Assurance

My Predictive Index Profile: Maverick

- Leadership Development
- Organizational Design and Development
- Sales and Business Development
- HR
- Consulting and Advising
- Communications
- Public Speaking
- Talent Management
- Coaching
- Strategic Planning
- Problem-Solving
- Influence
- Teambuilding
- Executive Presence

Certifications:

- CTI, Co-Active Coaching (2016); 300 coaching certification hours
- Marshall Goldsmith's Stakeholder-Centered Coaching (2017) program
- Gallup® Clifton Strengths Certification (2018)
- John Mattone's Intelligent Leadership Coaching Certification (2018)
- Bates Communications (BTS) ExPi™ Certified Coach in Executive Presence
- DiSC®, Myers Briggs, EQi,
- Change Management with Prosci®
- Kepner-Tregoe Project Management
- Partner with The Predictive Index



**APPLICATION
FOR
APPOINTMENT**

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

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

Name: Michael Leeks **Email:** mdleeks@gmail.com
Address: 2900 Gulf Blvd. - Unit 111 **Home Phone:** 813-927-6406
Cell Phone: 813-927-6406
City/State: Belleair Beach, FL 33786 **Voter Registration Date:** 2/26/2000 ✓

Educational Background:

Master's in Business Administration (MBA) - Florida Institute of Technology (1993)
Bachelor's in Electrical Engineering (BSEE) - Florida State University (1991)
Certified General Contractor License in FL, GA, NC, SC and TN (1992-present)

Experience:

Over 30 years experience in construction and development throughout the Southeast.
Retired executive from Duke Energy with vast knowledge of electrical distribution systems.

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

As a longtime resident in the City of Belleair Beach, I have a desire to become more active in the community and making where I call home a better place to live & play.

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:

Open to other opportunities as they become available.

What Boards or Committees do you currently serve:

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

I am a qualified voter of the City of Belleair Beach. Voter registration date 2/26/2000

Please attach a resume if available.

SIGNATURE Michael A. Lobo

DATE 5-30-2023

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

RESOLUTION 2023-04

A RESOLUTION OF THE CITY COUNCIL OF BELLEAIR BEACH, FLORIDA, APPROVING THE FISCAL YEAR 2023-24 NON-AD VALOREM ASSESSMENT ROLL FOR THE BELLEVUE ESTATES ISLAND ASSESSMENT AREA; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL TO THE PINELLAS COUNTY TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution of the City of Belleair Beach, Florida (the "City") is adopted pursuant to City Ordinance No. 17-02 (the "Assessment Ordinance"), City Resolution Nos. 2018-02, 2018-03, 2018-16 and 2018-18 (collectively, the "Assessment Resolutions"), Chapter 197, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Annual Assessment Resolution for the Bellevue Estates Island Assessment Area for the fiscal year commencing October 1, 2023 (the "Fiscal Year 2023-24"). All capitalized terms in this Resolution shall have the meanings defined in the Assessment Ordinance and the Assessment Resolutions.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

- (A) The Council adopted the Assessment Resolutions to provide for the undergrounding of electrical, cable and communications utilities and the installation of street lighting improvements on and adjacent to Bellevue Estates Island and the funding of such improvements through non-ad valorem special assessments (the "Assessments") imposed upon the real property specially benefited thereby, and to approve the non-ad valorem assessment roll for such Assessment Area.
- (B) The Assessment Resolutions provide that any Assessments not prepaid in full at the option of the property owner shall be collected in not more than twenty (20) annual installments pursuant to Section 197.3632, Florida Statutes, which authorizes collection of non-ad valorem assessments on the same bill as property taxes.

- (C) In accordance therewith, the Council approved and certified the non-ad valorem assessment rolls for the Bellevue Estates Island Assessment Area (collectively, the "Assessment Roll") pursuant to which collection of annual installments of the Assessments began with the tax bill mailed in November 2018.
- (D) Section 2.08 of the Assessment Ordinance requires the Council to adopt an Annual Assessment Resolution approving the Assessment Roll for each Fiscal Year.
- (E) In accordance therewith, the Council wishes to hereby confirm and approve the Assessment Roll for Fiscal Year 2023-24, as revised to reflect removal of Tax Parcels for which the Assessment has been prepaid in full at the option of the owner thereof, if any, and to direct certification of the roll to the Tax Collector.
- (F) The Assessments are imposed by the Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.
- (G) The City's authority to create the Bellevue Estates Island Assessment Area and to impose and collect Assessments therein to fund the undergrounding of electrical, cable and communications utilities and the installation of street lighting improvements was validated by the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County pursuant to that certain Final Judgment rendered in Case No. 2018-CA-1989 on May 25, 2018.

SECTION 4. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLL.

- (A) The Fiscal Year 2023-24 non-ad valorem assessment roll for the Bellevue Estates Island Assessment Area, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved.
- (B) The City Manager is hereby authorized and directed to certify the Assessment Roll to the Tax Collector prior to September 15, 2023. The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate to

Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix A.

SECTION 5. SEVERABILITY. If any clause, section, or other part of this resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, THIS 10th DAY OF JULY, 2023.

**CITY COUNCIL OF
BELLEAIR BEACH, FLORIDA**

Dave Gattis, Mayor

ATTEST:

Patricia Gentry, City Clerk

**APPENDIX A - FORM OF
CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that I am the City Manager and authorized agent of Belleair Beach, Florida (the "City"), located in Pinellas County, Florida; as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Bellevue Estates Island Assessment Area (the "Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Pinellas County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Pinellas County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____ 2023.

BELLEAIR BEACH, FLORIDA

By: _____
City Manager

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: July 6, 2023

SUBJECT: Authorize the City Manager to Execute the Contract for Law Enforcement Services with the Pinellas County Sheriff for Fiscal Year 2023/24

Recommendation:

Authorize the City Manager to execute the FY 2023/24 Contract for Law Enforcement Services in the amount of \$592,716.00 with the Pinellas County Sheriff's Office. Code enforcement services shall be provided on an as-needed basis at the rate of \$55.66 per hour.

History:

The city has been utilizing the Pinellas County Sheriff for law enforcement services since 2007 and code enforcement services since 2020. In FY 2022/23, the City reduced code enforcement services from 20 hours per week to 15 hours per week.

Background:

Beginning on October 1, 2023, the City Manager will utilize 12 hours of code enforcement services per week. Funding is provided for in the proposed FY 23/24 Operating Budget. The City Attorney has reviewed the contract.

Attachments:

1. CONTRACT FOR LAW ENFORCEMENT SERVICES

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF BELLEAIR BEACH, FLORIDA, a municipal corporation of the State of Florida (hereinafter "CITY") and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WITNESSETH:

WHEREAS, Florida law permits the CITY to contract for law enforcement services within its boundaries; and

WHEREAS, on March 13, 2007, the electors of the City approved a referendum to amend the City Charter by removing the City's police department as a charter department and directing the City Council to contract for law enforcement services with another law enforcement agency; and

WHEREAS, the parties hereto recognize and agree that the City retains the ultimate responsibility for providing law enforcement services within the City, notwithstanding the referendum and contracting of law enforcement services to an outside law enforcement agency; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida, and wishes to purchase municipal law enforcement services for that area of land within its municipal boundaries from the SHERIFF of Pinellas County, and the parties recognize and agree that these purchased services are in addition to those services otherwise required to be provided by the SHERIFF to the CITY prior to the execution of this Agreement;

and

WHEREAS the parties agree that the purpose of this Agreement shall be to provide the CITY'S residents and property owners with the highest quality law enforcement service available, which is being accomplished in harmony with the City's fiscal policies of sound, economical management of public safety services; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities set forth herein; and

WHEREAS, the parties recognize and agree that nothing contained in this Agreement affects the CITY'S right to determine whether law enforcement services shall be provided by a City police department, by contract with another law enforcement agency or otherwise; and

WHEREAS, this Agreement for provision of law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes, pension purposes or for any other purpose whatsoever and it is the intent of the parties that this Agreement shall at all times be administered in harmony with the intent of the parties that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. RECITATIONS. That the recitations set forth above are incorporated herein by reference in their entirety.

2. LEGAL AUTHORITY. This Agreement is entered into pursuant to the provisions of §163.01, Fla. Stat., the "Florida Interlocal Cooperation Act of 1969". The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of law enforcement services for certain designated law enforcement functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of any of the parties pursuant to the provisions of §163.01(14), Fla. Stat. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations, and the duties and responsibilities set forth in this Agreement shall be performed by the parties in a manner that is constitutionally permissible.

3. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office. It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are paid for by consideration from the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes, or any other revenues paid by or received on behalf of the citizens of the CITY to the Pinellas County Board of County Commissioners. In light thereof, the SHERIFF shall continue to have the obligation to provide normal services to the same degree that such services are provided to the rest of Pinellas County, and the CITY is not to be charged extra for these services.

4. LAW ENFORCEMENT SERVICES. The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing one (1) deputy sheriff with a patrol vehicle for twenty-four (24) consecutive hours each day to serve as a law enforcement officer within the CITY. The CITY and SHERIFF further agree that the deputy assigned to the CITY may contemporaneously provide law enforcement services in and for the Town of Belleair Shore ("TOWN"), and that the CITY and TOWN will "share" the deputy. A deputy shall be provided to the CITY and TOWN on the basis of one (1) deputy per shift per calendar day so as to provide continuous coverage twenty-four (24) hours per day, seven (7) days per week. The SHERIFF will ensure that a deputy is continuously present within the city limits of the CITY and/or the town limits of the TOWN at all such times except under emergency circumstances when backup assistance may be required from other deputy sheriffs or municipal law enforcement officers.

The services to be provided by the SHERIFF under the terms of this Agreement include, but are not limited to:

- a. Neighborhood patrol daily by shift.
- b. Traffic enforcement, including running radar/laser on Gulf Boulevard and the Causeway and enforcing pedestrian crosswalks.
- c. House/vacation checks.
- d. Morning and afternoon school bus patrol.
- e. Enforcement of local ordinances such as contractors working before/after hours or on holidays or without permits
- f. Marine Unit patrol on the Intracoastal and Beach.
- g. Neighborhood Watch services and inspections of homes to make recommendations to improve security.

- h. Periodic Citizen Police Academy for residents to learn about law enforcement, courts, and related information.
- i. Crime scene investigations, detective services, street crimes investigations, use of canine units, environmental crimes investigations, special operations, and evidence processing and storage.
- j. Security checks at the Marina and City Hall.
- k. Parking Enforcement on streets and parking lots.
- l. Provision of periodic beach patrol, as directed.
- m. Provision to the City of whatever resources are needed to ensure an orderly and prompt evacuation off the Island for City residents, including the resources to go house-to-house and control traffic. In post disaster and recovery phases provision of the resources to get personnel back to the City for post event damage assessment, prevention of looting, control of returning residents, and other related tasks.
- n. Meet at City Hall with residents as needed.
- o. Provision of directed patrol or special traffic enforcement when needed to address specific issues such as enforcement of pedestrian crosswalk regulations or other short-term assignments.
- p. Response to traffic crashes in the City.
- q. Provision of communications tie-in with Pinellas Suncoast Fire Rescue District.
- r. Open and close Morgan Park and Bayside Park restrooms daily.

5. CODE ENFORCEMENT. In addition to the services described above in Paragraph 4, the SHERIFF will also provide one (1) part-time Community Policing Deputy/Code Enforcement, who shall be provided on an as-needed basis. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY MANAGER. The community policing deputy will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances, will track and prepare statistical reports for the CITY concerning the numbers and types of violations issued on a monthly basis,

and interact with both citizens and businesses to address and resolve code violation related issues. The community policing deputy will in conjunction with the CITY'S attorney, prepare and present code violation cases before the CITY'S Magistrate as necessary, and in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings, and perform other related administrative tasks. The CITY agrees it will provide at its expense the necessary code enforcement training, the assistance of the CITY'S administrative and clerical staff for performing research, preparing, and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties. The SHERIFF shall invoice the CITY monthly for the services of the Community Policing Deputy/Code Enforcement based upon the actual number of hours worked at a rate of FIFTY-FIVE DOLLARS AND SIXTY-SIX CENTS (\$55.66) per hour, which shall be due upon receipt.

6. POWER OF CITY TO DIRECT SERVICES. The SHERIFF, or his designee, shall confer with the City Manager regarding law enforcement problems within the CITY and shall accept from the City Manager general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service should be delivered to counteract law enforcement problems within the CITY. The SHERIFF shall make a good faith effort to comply with the request of the CITY regarding such matters unless such decisions will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, violate the law, good law enforcement practices, the rules, and regulations of the Pinellas County Sheriff's Office, or are detrimental to the citizens of the CITY or the County. In the event that such concern arises, the SHERIFF will meet and confer with the City Manager on policy matters regarding the delivery of such

services and attempt to resolve any dispute or misunderstanding between them.

7. NO PLEDGE OF AD VALOREM TAXES. The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF shall not have the right to require or compel the exercise of ad valorem taxing power of the CITY or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement, and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY.

8. INDEMNIFICATION OF CITY. To the extent permitted by law, the SHERIFF agrees to defend, indemnify (including the payment of litigation judgments) and hold the CITY, its officials, and employees harmless for any and all claims, actions, and causes of action asserted against the CITY, its officials, and employees for the acts or omissions of the SHERIFF, his deputies, or other employees of the SHERIFF regardless of the arguable merit of the claim, action or cause of action arising out of the SHERIFF'S obligations and/or performance under this Agreement. The SHERIFF'S obligations under this provision include third-party claims against the CITY for subrogation and reimbursement, only as such claims arise solely from acts or omissions of the SHERIFF, his deputies, or other employees of the SHERIFF arising out of the SHERIFF'S obligations and/or performance under this Agreement. Lawsuits and claims that may be filed against the CITY arising from the SHERIFF'S

performance under this Agreement shall be defended by the SHERIFF in accordance with the SHERIFF's existing policies and procedures for defending and litigating such matters. Nothing contained in this Agreement herein shall be construed to limit or modify the provisions of §768.28, Fla. Stat., or constitutional sovereign immunity, as it applies to the CITY and the SHERIFF. Nothing herein shall waive, abrogate, or expand the sovereign immunity enjoyed by the SHERIFF and the CITY pursuant to the provisions of Chapter 768.28 Fla Stat.

9. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor, provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn law enforcement deputies.

10. PROVISION OF SERVICES. The SHERIFF shall provide each deputy assigned to the CITY under this Agreement with all necessary equipment to carry out the requirements of this Agreement.

11. PERSONNEL. The SHERIFF shall be solely responsible for the appointment, training, assignment, discipline, and dismissal of all his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the CITY or its designee believe that any deputy assigned to the CITY pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the CITY or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement the SHERIFF shall retain the sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office. The SHERIFF

is in compliance with Florida Statute §448.095 which references the use of E-Verify.

12. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF, within his discretion, shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

13. FINES. All fines or other monetary fees or penalties rendered in any court as a result of charges made by the SHERIFF for offenses occurring with the CITY shall be distributed as provided by general law and the rules of the Court.

14. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month.

15. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. SHERIFF OF PINELLAS COUNTY
Office of General Counsel
P.O. Drawer 2500
Largo, FL 33779-2500
- B. CITY OF BELLEAIR BEACH
Attention: City Manager
444 Causeway Blvd
Belleair Beach, FL 33786-3326

16. TERM. The Agreement shall take effect on October 1, 2023, and continue through September 30, 2024.

17. TERMINATION. Either party may terminate this Agreement without cause or further liability to the other party, except as to the provisions of the Agreement regarding indemnification and providing the CITY with legal defense, as these sections shall survive the Agreement's termination, upon written notice to the other party given not less than 120 days prior to the requested termination date. The required notice is deemed "delivered" when a copy is physically delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2024, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due as specified herein, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2024, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

18. COST. The CITY shall pay to the SHERIFF, as payment in full for all of the SHERIFF's services as set forth herein, the sum of FIVE HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND NO CENTS (\$592,716.00), as detailed in Attachment 1. Payment shall be made in twelve (12) monthly installments, of FORTY-NINE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND NO CENTS (\$49,393.00), with the first payment due October 1, 2023.

19. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause

of action or damages claimed against either party to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

20. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by both of the parties hereto and with the same formality of this Agreement.

21. JOINT AUTHORSHIP. The parties agree and acknowledge that this Agreement represents the collective work product of each party hereto and as such interpretation of any provision shall not be construed or interpreted against one party and in favor of the other.

22. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities, or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting and which consent may be withheld within the sole discretion of the CITY.

23. LIAISON. A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The City Liaison, the City Manager and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF, or his designee, shall, upon request of the City Council, be present at City Council meetings for discussion of the provision of law enforcement services within the CITY, for budget preparation purposes, or for any other purpose as the City Council shall request from time to time. The SHERIFF, or

his designee, shall be responsible for submitting appropriate staffing or information to the City Council as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the City Manager to the SHERIFF or his designee.

24. OFFICE SPACE. The CITY, at no cost to the SHERIFF, will provide the SHERIFF office space in the CITY, the location and size of which is to be mutually agreed upon, for the purpose of allowing deputy sheriffs assigned to the CITY to meet with citizens and for other law enforcement purposes.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2023.

ATTEST:

CITY OF BELLEAIR BEACH, FLORIDA

Patricia Gentry CMC, City Clerk

Kyle Riefler, City Manager

Approved as to Form

City Attorney

Witness

Approved as to Form

SHERIFF, PINELLAS COUNTY, FLORIDA

Sheriff's Legal Counsel

BOB GUALTIERI, Sheriff

