



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

**Monday, March 6, 2023  
Community Center, 6:00 PM**

**PUBLIC MEETING NOTICE  
AGENDA**

Call to Order  
Prayer of Invocation by Mayor Gattis  
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 Sewer Rehabilitation Project.
4. Presentation: Pinellas County Sheriff's Office.
  - Law Enforcement monthly report
  - Code Enforcement monthly report
5. Presentation: Pinellas Suncoast Fire & Rescue District.
6. Presentation: Councilmember Belinda Livingstone
  - Completion of Orientation for Newly Elected Officials
  - Completion of IEMO I.
7. Consideration of Accepting the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending September 30, 2022. (Presented by Saltmarsh, Cleaveland, and Gund, Certified Public Accountants)
8. City Attorney Report.
9. City Manager Report.
10. City Clerk Report.

**Public Hearing**

11. Consideration of Ordinance 23-01, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida; Amending Section 94-220 Pertaining To The Table Of Designated Living Areas And Housing Setbacks; Providing For Severability; And Providing For An Effective Date. (City Attorney Mora) (Second Reading)

**Consent Agenda**

12. Approval of February 6, 2023, City Council Meeting Minutes.
13. Proclamation: Proclaiming March 2023 as Problem Gambling Awareness Month.

**Regular Agenda**

14. Consideration of Resolution 2023-01, Parking Rates at City Parking Lots. (City Attorney will send)
15. Authorize the City Manager to Execute a Piggyback Agreement with Parkmobile LLC. (City Manager Riefler)
16. Unfinished Business.
17. 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 March 3, 2023

**Park and Recreation Board Meeting**

Tuesday, March 14, 2023  
2:00pm

**City-Wide Yard Sale**

April 1, 2023  
8:00am – 2:00pm

Parking on the **EVEN** number side of the streets only

PINELLAS COUNTY SHERIFF'S OFFICE  
BOB GUALTIERI, SHERIFF



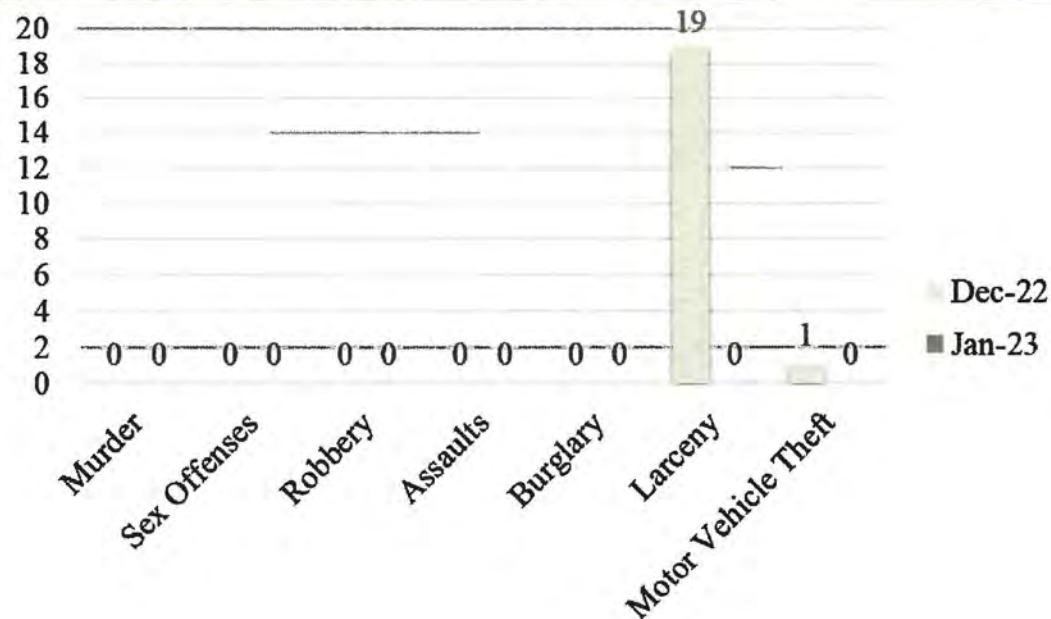
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

January 2023

Select UCR Property & Person Crimes	December 2022	January 2023	January 2022 YTD	January 2023 YTD
Murder	0	0	0	0
Sex Offenses	0	0	0	0
Robbery	0	0	0	0
Assaults	0	0	1	0
Burglary	0	0	1	0
Larceny	19	0	4	0
Motor Vehicle Theft	1	0	0	0
GRAND TOTAL	20	0	6	0



## Arrests

---

### January 2023

There was a total of 5 people arrested in the City of Belleair Beach during the month of January resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
<b>Felony</b>	<b>1</b>
Possession Of Controlled Substance	1
<b>Misdemeanor</b>	<b>2</b>
Disorderly Conduct/Breach Peace	1
Possession Of Drug Paraphernalia	1
<b>Warrant</b>	<b>1</b>
Warrant Arrest	1
<b>Traffic Misdemeanor</b>	<b>3</b>
Driver's License Violation	1
Driving Under The Influence	1
No Valid Driver's License	1
<b>Grand Total</b>	<b>7</b>

\*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 **683** events in the City of Belleair Beach during the month of January resulting in **780** 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 January. *\*CAD data is filtered by problem type.*

### January 2023

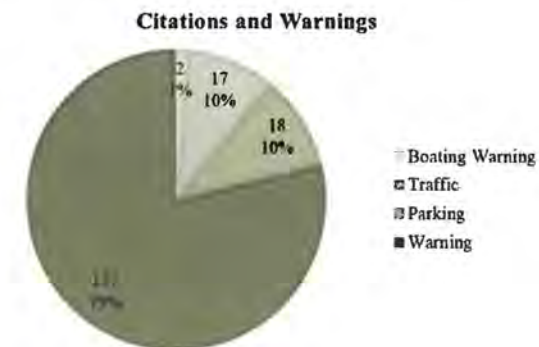
DEPUTY ACTIVITY	TOTAL
Directed Patrol	232
Traffic Stop	137
House Check	75
Contact	41
Ordinance Violation	36
Area Check	36
Traffic Control	26
Vehicle Abandoned/Illegally Parked	19
Assist Citizen	10
Information/Other	9
Suspicious Vehicle	7
Suspicious Person	7
Traffic Violation	5
911 Hang-up Or Open Line	4
Traffic Hazard/Obstruction	4
Alarm	4
Assist Other Agency	3
Assist Motorist	3
Open Door/Window	2
Building Check Business	2
Transport Prisoner	2
Supplement	2
Boating Vessel Stop	2
Emotionally Disturbed Person/Baker Act	1
DUI	1

## Crash & Citation Analysis

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

There were a total of **174** citations and warnings issued in the City of Belleair Beach during January 2023.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
0 Belleair Beach Causeway	4
Gulf Blvd & 1st St	2
Gulf Blvd & 3rd St	1
Gulf Blvd & 23rd St	1
Gulf Blvd & 8th St	1
Bayshore Dr & 22nd St	1
Gulf Blvd & 24th St	1
Gulf Blvd & 13th St	1
Gulf Blvd & 6th St	1
Gulf Blvd & Harrison Ave	1







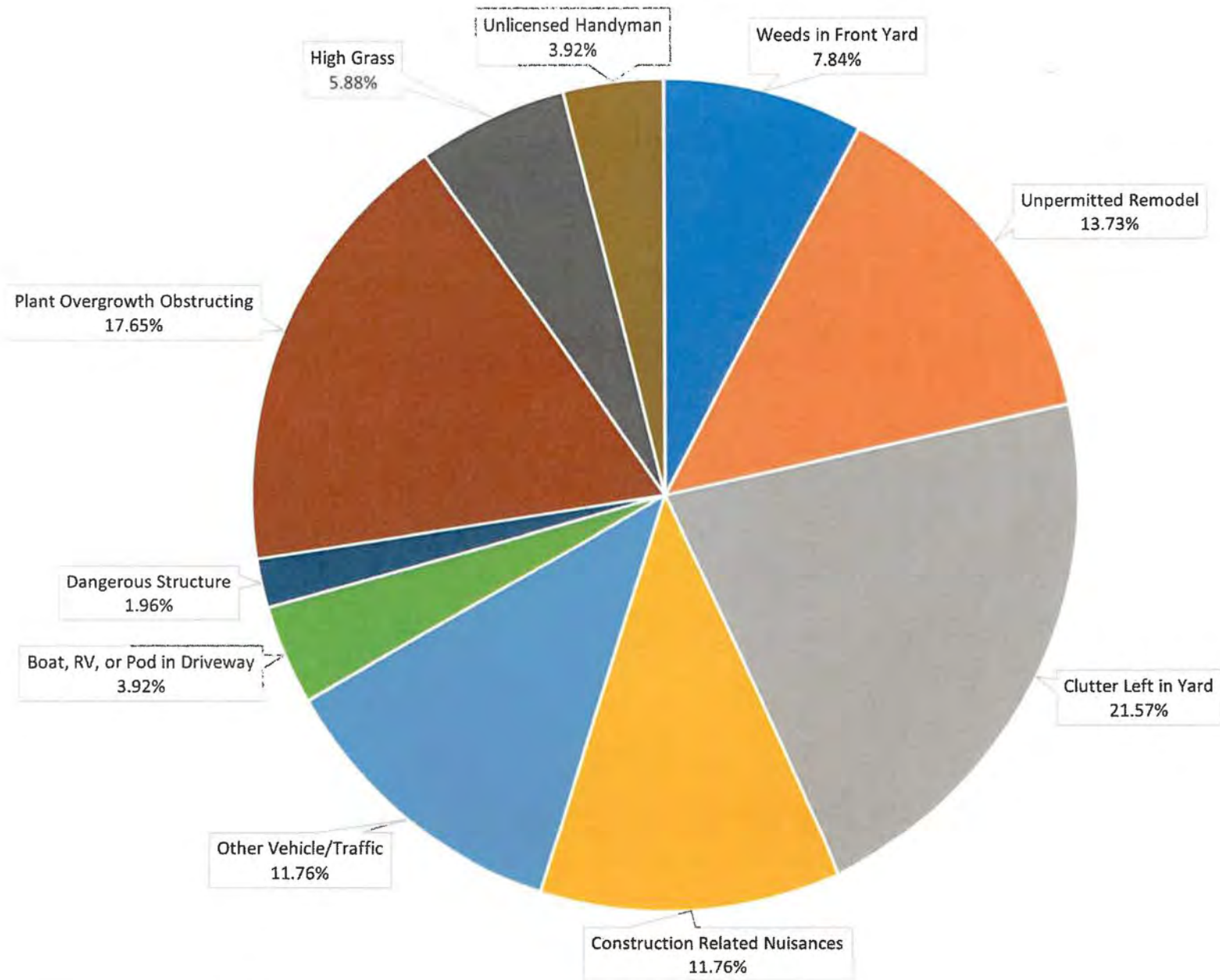
# MONTHLY CODE ENFORCEMENT REPORT

Category	Start DATE	Closed DATE	DAYS OPEN	#	Street Name	SOURCE	COMMENTS
Weeds in Front Yard	2/2/2023	2/13/2023	11	106	2nd St	On View	5 Day Notice
Unpermitted Remodel	2/2/2023	2/2/2023	0	921	Palm Dr	On View	Permit Check Valid
Clutter Left in Yard	2/2/2023	2/13/2023	11	1020	Spruce Dr	On View	5 Day Notice
Construction Related Nuisances	2/2/2023	2/2/2023	0	113	13th St	On View	Violation Corrected
Other Vehicle/Traffic	2/2/2023	3/6/2023	32	112	13th St	On View	Unreg Vehicle/5 day notice
Unpermitted Remodel	2/2/2023	2/2/2023	0	301	22nd St	On View	Permit Check Valid
Unpermitted Remodel	2/2/2023	2/2/2023	0	2236	Donato Dr	On View	Permit Check Valid
Weeds in Front Yard	2/6/2023	2/24/2023	18	103	21st St	On View	Ord 22-34 5 Day Notice
Boat, RV, or Pod in Driveway	2/6/2023	2/13/2023	7	228	Howard Dr	On View	Jet Skis 5 Day Notice
Clutter Left in Yard	2/6/2023	2/7/2023	1	219	Howard Dr	On View	Ladders in DW 5 Day Notice
Unpermitted Remodel	2/6/2023	2/6/2023	0	3119	Tiffany Dr	On View	Permit Check Valid
Unpermitted Remodel	2/6/2023	2/6/2023	0	3117	Tiffany Dr	On View	Permit Check Valid
Construction Related Nuisances	2/6/2023	2/6/2023	0	3201	Gulf Blvd	On View	Site Inspection / Corrected
Construction Related Nuisances	2/6/2023	3/6/2023	28	235	Howard Dr	On View	SlitFence / NPDE Report
Dangerous Structure	2/6/2023	2/13/2023	7	209	Harrison Ave	On View	Site Insection/ Case Pending
Construction Related Nuisances	2/6/2023	3/6/2023	28	123	8th St	On View	Fence Install / No Permit SWO
Construction Related Nuisances	2/6/2023	3/6/2023	28	1041	Gulf Blvd	On View	Wall Install / No Permit SWO
Construction Related Nuisances	2/6/2023	3/6/2023	28	205	Harrison Ave	On View	Wall Install / No Permit SWO
Clutter Left in Yard	2/2/2023	2/13/2023	11	1020	Spruce Dr	On View	Follow up / Still in violation
Clutter Left in Yard	1/26/2023	2/7/2023	12	1040	Spruce Dr	On View	Follow up Violation corrected
Plant Overgrowth Obstructing	2/7/2023	3/6/2023	27	120	13th St	On View	Follow up / Still in violation
Other Vehicle/Traffic	2/7/2023	3/6/2023	27	112	13th St	On View	Follow up / Still in violation
Other Vehicle/Traffic	2/7/2023	3/6/2023	27	215	Howard Dr	On View	Attempt to Contact / Not Home
Clutter Left in Yard	2/6/2023	2/7/2023	1	219	Howard Dr	On View	Violation Corrected
Plant Overgrowth Obstructing	2/7/2023	2/7/2023	0	3105	Crystal Cay	On View	Violation Corrected
Boat, RV, or Pod in Driveway	2/7/2023	2/13/2023	6	209	Harrison Ave	On View	Tailer in yard 5 Day Notice
Other Vehicle/Traffic	2/7/2023	2/7/2023	0	3505	Gulf Blvd	On View	Parking Citation Issued
Plant Overgrowth Obstructing	2/7/2023	2/7/2023	0	2720	Hibiscus Dr	On View	Violation Corrected
Weeds in Front Yard	2/2/2023	2/13/2023	11	106	2nd St	On View	Violation Corrected
Plant Overgrowth Obstructing	2/2/2023	2/13/2023	11	1020	Spruce Dr	On View	Violation Corrected
Plant Overgrowth Obstructing	2/13/2023	3/6/2023	21	121	14th St	On View	Still in violations 2ns notice
Clutter Left in Yard	2/6/2023	2/13/2023	7	228	Howard Dr	On View	Violation Corrected
Clutter Left in Yard	2/6/2023	2/13/2023	7	209	Harrison Ave	On View	Violation Corrected

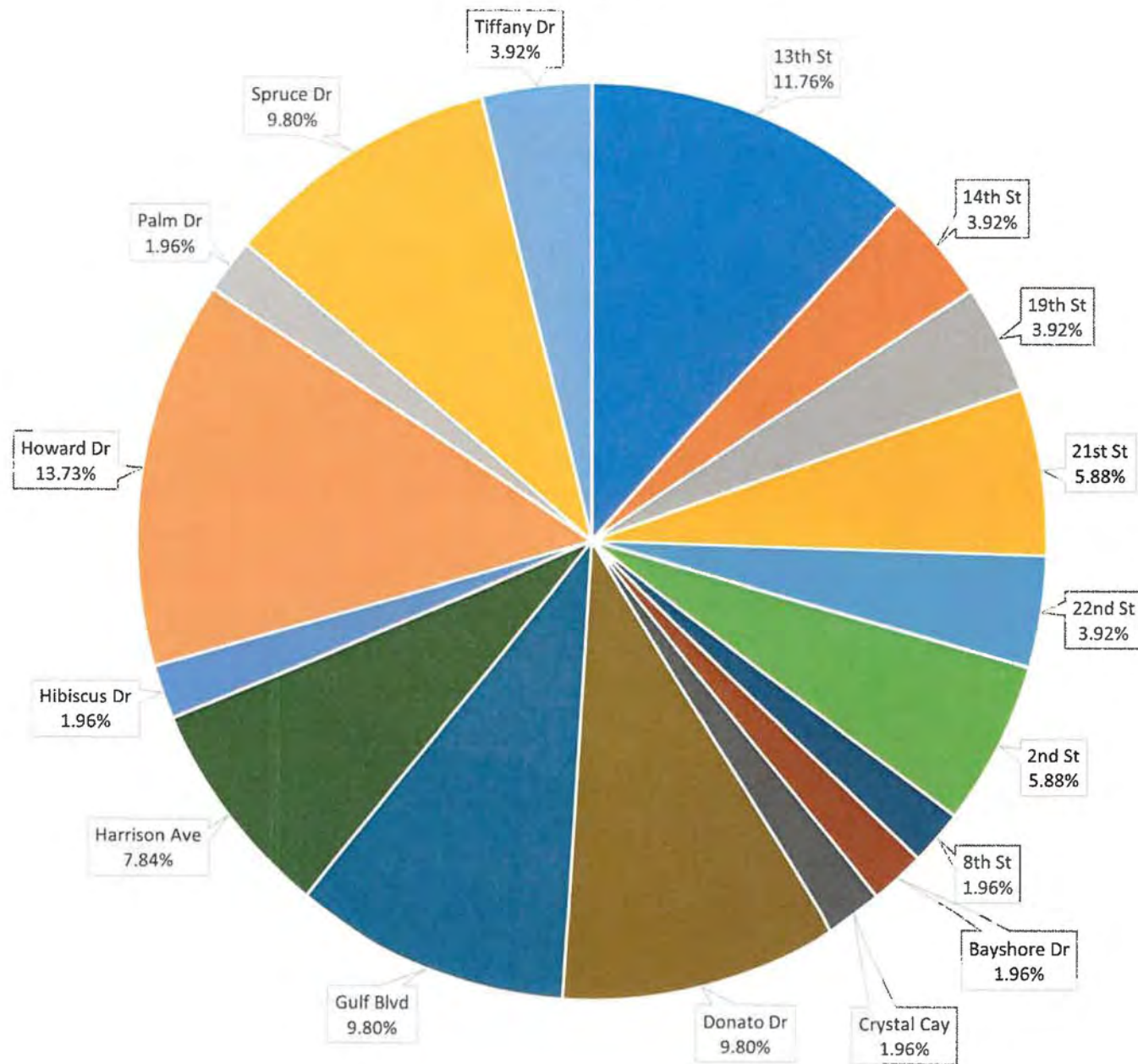
Category	Start DATE	Closed DATE	DAYS OPEN	#	Street Name	SOURCE	COMMENTS
High Grass	2/14/2023	3/6/2023	20	2204	Donato Dr	On View	Ord 22-34 5 Day Notice
Unpermitted Remodel	2/14/2023	3/6/2023	20	2215	Donato Dr	On View	No permit A/C Work
Plant Overgrowth Obstructing	2/14/2023	3/6/2023	20	2247	Donato Dr	On View	Ord 22-34 5 Day Notice
Plant Overgrowth Obstructing	2/6/2023	3/6/2023	28	235	Howard Dr	On View	Slit Fence / Letter Sent
Unpermitted Remodel	2/16/2023	3/6/2023	18	106	2nd St	On View	No permit / Re-model SWO
Clutter Left in Yard	11/23/2022	3/6/2023	103	1105	Gulf Blvd	On View	Still in violations 2ns notice
Unlicensed Handyman	2/19/2023	2/20/2023	1	102	19th St	On View	Working on Sunday/Unlicensed
Clutter Left in Yard	2/6/2023	2/24/2023	18	103	21st St	On View	Clutter 2nd Notice
High Grass	2/19/2023	3/6/2023	15	2247	Donato Dr	On View	Grass / Weeds 5 day notice
Other Vehicle/Traffic	2/20/2023	3/6/2023	14	112	13th St	On View	Letter to Home Owner
Plant Overgrowth Obstructing	2/20/2023	3/6/2023	14	120	13th St	On View	3rd Notice Letter to Home Owner
Plant Overgrowth Obstructing	2/20/2023	3/6/2023	14	121	14th St	On View	3rd Notice Letter to Home Owner
Unlicensed Handyman	2/19/2023	2/20/2023	1	102	19th St	On View	Violation Corrected
Other Vehicle/Traffic	2/20/2023	2/20/2023	0	40	Gulf Blvd	Dispatched	Trespasser / Case Closed
Clutter Left in Yard	2/20/2023	3/6/2023	14	1020	Spruce Dr	On View	Follow up Ord/ Letter to Home
High Grass	2/24/2023	3/6/2023	10	204	22nd St	On View	5 Day Notice
Clutter Left in Yard	2/24/2023	3/6/2023	10	2109	Bayshore Dr	On View	5 Day Notice
Weeds in Front Yard	2/6/2023	2/24/2023	18	103	21st St	On View	Follow up /Case Closed



## CATEGORIES



## STREETS





## OUTSTANDING CODE VIOLATIONS

Violation Category	#	STREET NAME	START DATE	DAYS OPEN	COMMENTS
Construction Related Nuisances	103	25th Street	1/22/21	773	Fine at \$234,969.73
Dangerous Structure	105	8th Street	6/12/2022	267	Magistrate Hearing for unpermitted structure Permit denied by City Manager <b>Postponed appeal Hearing with BOA on 3/09/23 - City attorney advised postponing to discuss possible reasonable accommodation.</b>
Rodent Harborage Plant Overgrowth Obstructing High Hedge High Grass	107	21st Street	7/19/2022	230	Abatement Letter Abatement Code Violation Notice <b>Hearing 2/23/23 - Order Issued Fined \$250 Daily fine of \$125 begins 3/16/23 if not corrected</b>
Unpermitted Remodel Construction Related Nuisances	1105	Gulf Boulevard	11/23/2022	103	Code Violation Notice Hearing 1/27/23 - Order Issued Fined \$250 <b>Daily fine of \$150 began on 2/10/23</b>
Short-Term Rental	109	13th Street	12/27/2022	69	Hearing 02/09/23 - Order Issued Fined \$1,500 <b>Fine has not been paid - Owner intends to appeal to circuit court.</b>
Plant Overgrowth Obstructing High Hedge Noxious Plant or Tree	113	17th Street	1/13/2023	52	<b>Hearing 03/02/23 - Order Issued Fined \$500 Daily fine of \$100 begins 3/17/23 if not corrected</b>





# Certificate of Completion

Online Orientation Class for Newly Elected Officials

Awarded to

*The Honorable Belinda Livingstone*

*Council Member, City of Belleair Beach*

Presented on January 14<sup>th</sup>, 2023





*Strengthening Expertise for the **Cities We Serve***

January 14<sup>th</sup>, 2022

**The Honorable Belinda Livingstone**

The City of Belleair Beach  
444 Causeway Blvd  
Belleair Beach, FL 33786-3326

Dear Council Member Livingstone,

Congratulations on completing the Online Orientation for Newly Elected Officials! Enclosed is your Certificate of Completion.

This online orientation barely scratches the surface of the learning opportunities available to you from your Florida League of Cities University. Among these is our flagship program, the Institute for Newly Elected Municipal Officials (IEMO). With a nearly 30-year history, this interactive, engaging weekend will help you in all aspects of municipal governing, as well as connect you with municipal colleagues from across Florida. We hope to resume in-person training, like IEMO, very soon. For more information about training, webinars, and other learning opportunities, check out the FLC Calendar of Events on the League's website at [flcities.com](http://flcities.com).

We thank you for participating in the class. Please feel free to contact us if we can assist you in any way.

Sincerely,

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

Lynn Tipton  
Director, FLC University



P.O. Box 530065  
Orlando, FL 32853-0065



Phone: 407.425.9142  
Fax: 407.425.9378



[flcities.com](http://flcities.com)



# Certificate of Completion

Online Orientation Class for Newly Elected Officials

Awarded to

*The Honorable Belinda Livingstone*

*Council Member, City of Belleair Beach*

Presented on January 14<sup>th</sup>, 2023

**CITY OF BELLEAIR BEACH, FLORIDA  
BELLEAIR BEACH, FLORIDA  
ANNUAL COMPREHENSIVE FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2022**

**Prepared by:  
Finance Department**



## City of Belleair Beach, Florida



## Annual Comprehensive Financial Report

Fiscal Year Ended September 30, 2022





City of Belleair Beach, Florida

Annual Comprehensive Financial Report  
For the Fiscal Year Ended September 30, 2022

Prepared by the Department of Finance

## I. INTRODUCTORY SECTION

**CITY OF BELLEAIR BEACH, FLORIDA**  
**BELLEAIR BEACH, FLORIDA**  
**ANNUAL COMPREHENSIVE FINANCIAL REPORT**  
**FOR THE FISCAL YEAR ENDED**  
**SEPTEMBER 30, 2022**

**TABLE OF CONTENTS**

	<u>Page</u>	<u>Schedule</u>
<b>I. INTRODUCTORY SECTION</b>		
Letter of Transmittal	i	
GFOA Certificate of Achievement	v	
Organizational Chart	vii	
City Officials	ix	
<b>II. FINANCIAL SECTION</b>		
<b>Independent Auditor's Report</b>	1	
<b>A . MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	5	
<b>B . BASIC FINANCIAL STATEMENTS</b>		
<b>Government-Wide Financial Statements</b>		
Statement of Net Position	17	
Statement of Activities	18	
<b>Fund Financial Statements</b>		
<b><u>Governmental Fund Financial Statements</u></b>		
Balance Sheet	19	
Reconciliation of the Balance Sheet to the Statement of Net Position	20	
Statement of Revenues, Expenditures and Changes in Fund Balances	21	
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities	22	
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	23	

**CITY OF BELLEAIR BEACH, FLORIDA**  
**BELLEAIR BEACH, FLORIDA**  
**ANNUAL COMPREHENSIVE FINANCIAL REPORT**  
**FOR THE FISCAL YEAR ENDED**  
**SEPTEMBER 30, 2022**

**TABLE OF CONTENTS**  
**(Continued)**

	<u>Page</u>	<u>Schedule</u>
<b>II. FINANCIAL SECTION (CONTINUED)</b>		
<b>B . BASIC FINANCIAL STATEMENTS (Continued)</b>		
<b><u>Proprietary Fund Financial Statements</u></b>		
Statement of Net Position	24	
Statement of Revenues, Expenses and Changes in Net Position	25	
Statement of Cash Flows	26	
Notes to Financial Statements	29	
<b>C. INDIVIDUAL FUND STATEMENTS AND SCHEDULES</b>		
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Capital Projects Fund	53	
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Marina Fund	54	
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Stormwater Fund	55	
Capital Assets Used in the Operation of Governmental Funds Comparative Schedules by Function and Activity	56	
Capital Assets Used in the Operation of Governmental Funds Schedule of Changes by Function and Activity	58	



**CITY OF BELLEAIR BEACH, FLORIDA**  
**ANNUAL COMPREHENSIVE FINANCIAL REPORT**  
**FOR THE FISCAL YEAR ENDED**  
**SEPTEMBER 30, 2022**

**TABLE OF CONTENTS**  
**(Continued)**

	<u>Page</u>	<u>Schedule</u>
<b>III. STATISTICAL SECTION (UNAUDITED)</b>		
Components of Net Position	59	1
Changes in Net Position	60	2
Charges for Services by Function and Program	62	3
General Governmental Revenues and Tax Revenue by Source <sup>(1)</sup>	63	4
Graph of General Governmental Revenues by Source	64	5
Components of Fund Balance	65	6
Changes in Fund Balances - Governmental Funds	66	7
General Governmental Expenditures by Source <sup>(1)</sup>	67	8
Graph of General Governmental Expenditures by Source	68	9
Assessed Value and Actual Value of Taxable Property	69	10
Property Tax Rates of Taxable Value - All Direct and Overlapping Governments (Per \$1,000)	70	11
Assessed Valuations, Millage and Taxes Levied and Collected	71	12
Principal Taxpayers	72	13
Property Tax Levies and Collection	73	14
Outstanding Debt by Type	74	15
Ratio of General Revenue and Debt Outstanding	75	16
Computation of Direct and Overlapping Debt - General Obligations	76	17
Pledged Revenue Coverage	77	18
Miscellaneous Demographical Statistics	78	19
Principal Employers	79	20
Full-time Equivalent City Government Employees by Function	80	21
Miscellaneous Statistical Data	81	22
Operating Indicators by Function	82	23
Capital Asset Statistics by Function	83	24
<b>IV. COMPLIANCE SECTION</b>		
Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government</i> <i>Auditing Standards</i>	85	
Management Letter	87	
Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes	89	

DRAFT

This page intentionally left blank.



March 6, 2023

To the Honorable Mayor, City Council Members  
and Citizens of City of Belleair Beach, Florida

State law (section 218.32, Florida Statutes, as amended) requires that all general-purpose local governments publish within nine months after the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America (GAAP) and audited in accordance with generally accepted, in the United States of America, auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the annual comprehensive financial report of the City of Belleair Beach, Florida (the City) for the fiscal year ended September 30, 2022.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the presentation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by Saltmarsh, Cleveland and Gund, P.A. a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2022, are free of material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2022 are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.



## **Factors Affecting Financial Condition**

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates.

## **Profile of the Government**

The City of Belleair Beach, Florida was incorporated in 1950 and was chartered pursuant to Chapter 166 Florida Statutes, with a Mayor form of government. An amendment to the charter effective March 10, 2004 adopted the council-manager form of government. The City currently occupies a land area of eight tenths of a square mile and serves an estimated population of 1,643 in 2022. The City is empowered to levy property tax on both real and personal properties located within its boundaries but is unique because it does not have any commercial businesses located within the City limits (by City Charter), therefore it has no commercial tax base.

Policy-making and legislative authority are vested in a governing council consisting of the Mayor and six other members. The City Council is responsible, among other things, for passing ordinances and resolutions, adopting the budget, appointing committees and hiring the government's City Manager, City Clerk and attorney. The City Manager is the chief executive officer of the City and is responsible for carrying out the policies and ordinances/resolutions and directives of the City Council. Among other things, the City Manager will direct and supervise the administration of all departments of the City, except as provided by Charter, attend all council meetings and submit to the City Council a proposed annual budget in a timely manner each year. The Council is elected on a non-partisan basis. In even-numbered years, four council members, including the Mayor, shall be elected for a three-year term and three council members shall be elected to a three-year term in the odd-numbered years. The Mayor and council members are elected at large.

The City maintains the streets, parks and other infrastructure. Police protection is provided by the Pinellas County Sheriff's Office effective June 1, 2007 per referendum approved by citizens in March 2007. The City's recreational facilities include parks and playgrounds, beaches, tennis courts, basketball court and library services in conjunction with the Pinellas County Public Library Cooperative. The City also has marina slips available to residents. Stormwater improvements are accounted for in a separate fund beginning in fiscal year 2021. The Marina and Stormwater Enterprise Funds are included in this report.

## **Local Economy**

The City of Belleair Beach is a residential community that is part of a region experiencing increasing property values. Like other communities throughout the country and internationally, the City of Belleair Beach faces some uncertainty going forward related to the effects of the COVID-19 pandemic and inflation. The budget for the upcoming fiscal year considers potential unfavorable consequences of this situation but has not been prepared in anticipation of a worst-case scenario, for example, as if tourism related revenue derived from state funding completely ceased. This strategy has been implemented because the City has a healthy property tax base, other non-state derived revenue sources, and reserve funds available that will help to offset the short-term impacts of any decreased funding and considers inflationary impacts when making future projections.

The region (which includes the City and the surrounding unincorporated area within Pinellas county) has a population base of approximately one million people, with three surrounding counties playing a vital role in the region's economy.



## **Operational, Internal and Budgetary Control**

### Operational Control:

Operational policies are continually monitored to assure that specific tasks are carried out effectively and efficiently and that results are consistent with the City's expectations. As tasks are undertaken, the City evaluates deviations and makes necessary adjustments. A workplace safety program is in place to provide for employee accident prevention training, thus minimizing accident-related losses as well as lowering premiums. Specialized training is also undertaken for specific areas of concern. The City is insured through the Florida Municipal Insurance Trust program for general and professional liability, automobile, property and workers' compensation insurance.

### Internal Control:

Effective internal accounting control is a major emphasis in the City's accounting system. The City seeks to provide reasonable assurance that assets are safeguarded and that financial records are reliable for preparing financial statements and maintaining accountability. The annual budget serves as the foundation for the City's financial planning and control. Budgets are maintained at the departmental level and changes are approved by the City Manager.

### Budgetary Control:

The budget is prepared using conservative assumptions of revenue and moderate expenditure growth. Department heads submit to the City Manager their budget requests during April and May of each year. The City Manager uses these requests as the starting point for developing a proposed budget. The City Manager then presents this proposed budget to City Council for review in June. Budget workshops that are open to the public are held in June and July. The Council is required to hold two public hearings on the proposed budget and to adopt a final budget by no later than September 30th, the close of the City's fiscal year. The appropriated budget is prepared by fund and departmental details. Department heads may request transfers of appropriations within a department through a budget transfer request by the City Manager provided that the total budget within a fund is not changed. However, if the total amount of budget appropriations within a fund is changed, a resolution authorizing a budget amendment is required to be approved by Council. Budget-to-actual comparisons are provided in this report for each individual government fund for which an appropriated annual budget has been adopted. For the General Fund, this comparison is presented on page 23 and the Capital Projects Fund is on page 53 as part of the basic financial statements for the governmental funds. For the Marina Fund, budget-to-actual comparisons are presented on page 54. Cash temporarily idle during the year was primarily invested in money market funds and certificates of deposit with Truist Bank and Bank United. The City's surplus cash needed in the short term is invested with the State Board of Administration - Florida Prime, to maximize earnings. Additional information on the City's cash and investments can be found at Note 3 to the financial statements.

## **Strategic Planning and Initiatives**

Every fiscal decision is carefully evaluated so the City can make informed and responsible choices to determine our priorities against ever-changing economic, environmental, and political circumstances. These principles align with the City's mission and vision from the City's Strategic Plan:

- Create a high level of resident satisfaction by focusing on a beautiful, friendly, safe, well-managed waterfront community.
- To be a premier gulf coast, residential community by creating a high level of resident satisfaction, ultimately increasing the demand for living in Belleair Beach and subsequently increasing property values.

The City of Belleair Beach has long-range plans for infrastructure improvements (streets, drainage and bridges), upgrades to parks and recreation facilities (purchase of equipment, docks, boat ramp and seawall repairs). The budget for the upcoming fiscal year ending September 30, 2023 has provided approximately \$1,992,805 for capital improvement projects impacting facilities, parks, recreation and infrastructure. Street resurfacing, valley curb repair and replacements, utility undergrounding, park renovations and upgrades, dock replacements, and stormwater improvement projects are scheduled throughout Belleair Beach during the upcoming years.

The Community Center overlooks the Intracoastal Waterway and generates rental income from weddings, parties, meetings, and fitness programs. The City believes that the Community Center enhances services to citizens, improves the aesthetics of the City and provides for a structurally and environmentally sound City Hall. The City received the proceeds of a tax-exempt bank loan in fiscal year 2006 with Truist Bank for \$3.0 million to fund the project. Per the loan agreement, quarterly principal and interest payments have been regularly made.

Based on the guidelines from the United States Treasury, the City is considered a "Non-Entitlement Unit" and was thereby the recipient of \$401,584 in funding from the Coronavirus State and Local Fiscal Recovery Funds, part of the American Rescue Plan, during fiscal year 2021. Another payment equal to this amount was received during fiscal year 2022. The City has decided utilize these funds on stormwater improvements and continues to make every effort to maintain compliance with the terms of this historic funding.

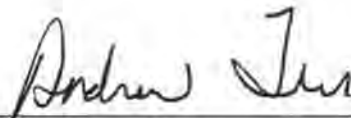
#### **Acknowledgments**

The preparation of this report would not have been possible without the efficient and dedicated services of the staff of the Finance and Administration departments. We would like to express our appreciation to all members of the departments who assisted and contributed to the preparation of this report. Credit also must be given to the Mayor and the Council members for their support and for maintaining the highest standards of professionalism in the management of the City of Belleair Beach, Florida's finances.

Respectfully submitted,



Kyle Riefler  
City Manager



Andrew Tess, CPA  
City Treasurer

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Goes here

DRAFT

This page intentionally left blank.





## Organizational Chart



DRAFT

This page intentionally left blank.

# City of Belleair Beach, Florida

## Listing of City Officials

Fiscal Year 2022

### Elected Officials:

Mayor	Dave Gattis
Vice-Mayor	Glenn Gunn
Council Member	Frank Bankard
Council Member	Leslie Notaro
Council Member	Lloyd Roberts
Council Member	Jody Shirley
Council Member	Mike Zabel

### Appointed Officials:

City Attorney	Randy Mora
---------------	------------

### Chartered Officers:

Interim City Manager	Kyle Riefler
City Treasurer	Andrew Tess
City Clerk	Patricia Gentry

DRAFT

This page intentionally left blank.



## II. FINANCIAL SECTION

## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor, City Council Members  
and the Citizens of City of Belleair Beach, Florida

### Report on the Financial Statements

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the respective budgetary comparison for the General Fund of the City of Belleair Beach, Florida (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the respective budgetary comparison for the General Fund of the City as of and for the year ended September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Honorable Mayor, City Council Members  
and the Citizens of City of Belleair Beach, Florida

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 5-15 and 23 be presented to supplement the basic financial statements.



Honorable Mayor, City Council Members  
and the Citizens of City of Belleair Beach, Florida

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections, combining and individual nonmajor fund financial statements, schedules of capital assets, and statistical section are presented for purposes of additional analysis but do not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### ***Other Reporting by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 6, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Pensacola, Florida  
March 6, 2023



DRAFT

This page intentionally left blank.

**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022**

As management of the City of Belleair Beach, (the City) we offer readers of the financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our Letter of Transmittal, which is on pages i-iv of this report.

**FINANCIAL HIGHLIGHTS**

- Total assets exceeded liabilities by \$16,888,636, representing the overall net position. Of this amount, \$6,450,090 is unrestricted.
- The assets of the City's governmental activities exceeded its liabilities at the close of the most recent fiscal year by \$14,781,956 (net position). Of this amount, \$5,992,184 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- At September 30, 2022, the City's governmental activities fund balances reported an ending fund balance of \$6,084,258, which represents an increase of \$1,061,079 or 21.1% in comparison with the prior year. The City was able to achieve this sizable increase because there were budgeted capital projects that did not begin before the end of fiscal year 2022 and therefore the anticipated transfers from the General Fund to the Capital Projects and Stormwater Funds were not necessary.
- As illustrated by the Statement of Revenue, Expenditures and Changes in Fund Balance on page 21, the Capital Projects Fund operated at a loss of \$61,410 for fiscal year 2022 resulting from expenditures for improvements within the City and debt service payments. The loss experienced in the Capital Projects Fund was offset by a positive change in fund balance of the General Fund of \$1,122,489.
- The City reports unearned revenue in the General Fund totaling \$803,118, with \$802,868 representing restricted cash from funding received from the Coronavirus State and Local Fiscal Recovery Funds. No expenditures during fiscal year 2022 were reported as a utilization of these funds but the City expects to expend these funds on stormwater improvements during the upcoming fiscal years.
- At September 30, 2022, the unassigned fund balance of the General Fund (not restricted, committed or assigned to any specific purpose) was \$4,346,297 or 227.8% of total General Fund expenditures of \$1,907,821.
- Governmental fund revenues increased by \$305,502, or 9.9% from the prior fiscal year. The City experienced higher revenue from almost all sources.
- For the City's business-type activities, assets exceeded liabilities by \$2,106,680 (net position) with \$457,906 as unrestricted.
- The business-type activities operating revenue increased by \$14,080 or 5.7% overall as compared with the prior year. There was an increase in net position of business-type activities of \$33,122 that was comprised of \$22,260 from the Stormwater Fund and \$10,862 from the Marina Fund.

**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the City of Belleair Beach's basic financial statements. The City of Belleair Beach's basic financial statements are comprised of three components:

1) government-wide financial statements, 2) fund financial statements, and 3) notes to financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**GOVERNMENT-WIDE FINANCIAL STATEMENTS**

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner that is similar to a private-sector business.

The Statement of Net Position presents information on the City's assets and liabilities, with the difference between them reported as "Net Position." The focus of the Statement of Net Position is the "Unrestricted Net Position" which is designed to be similar to a corporate entity's presentation of "bottom-line" results for the City's activities. This statement combines and consolidates the governmental funds' current financial resources (short-term, spendable resources) with capital assets and long-term obligations. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the government's net position changed during fiscal year 2022. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of these government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, roads and streets, sanitation, and parks and recreation. The business-type activities of the City include marina slip rentals where the fees for the service typically cover the cost of operations including depreciation and a fund to account for stormwater improvements.

The government-wide financial statements include the City itself (known as the primary government), the marina slip rental operation, and the stormwater fund. Although legally separated for reporting purposes, these activities function as a department of the City for all practical purposes and therefore have been included as an integral part of the primary government.

The government-wide financial statements can be found on pages 17 - 18 of this report.

**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

## **FUNDS**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Belleair Beach, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds. The City does not present any fiduciary funds since the City is not responsible for any trustee responsibilities that would be reported in a fiduciary fund financial statement.

The basic governmental fund financial statements can be found on pages 19-23 of this report and the proprietary fund financial statements can be found on pages 24-27.

The City adopts an annual budget for all funds and budgetary comparison statements have been provided to demonstrate compliance with these budgets.

### **Governmental Funds**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the governmental-wide financial statements. However, as mentioned previously, unlike the government-wide financial statements, the governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains four individual funds and they all are considered major funds. The individual governmental funds and governmental-fund totals are presented on pages 19-23 and provide a Balance Sheet and the Statement of Revenues, Expenditures and Changes in Fund Balance for the General Fund and Capital Projects Fund.

### **Proprietary Funds**

The City of Belleair Beach maintains two proprietary funds. One enterprise fund is used to account for the Marina Fund activities and the other is used to report the costs of stormwater improvements throughout the City. Enterprise and proprietary funds are used to report the same functions and the same type of information as the government-wide financial statements but are referred to as business-type activities. The City's proprietary fund financial statements provide separate information for the Marina Fund and the Stormwater Funds. The basic proprietary fund financial statements can be found on pages 24-27 of this report. The budgetary comparison report for the Marina Fund is on page 54 and on page 55 for the Stormwater Fund.



**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

**NOTES TO FINANCIAL STATEMENTS**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 29-52 of this report.

**INFRASTRUCTURE ASSETS**

Due to the small size of the City and infrastructure assets valued less than \$10 million, the City has elected to only record and depreciate infrastructure going forward. Historically, a government's largest group of assets (infrastructure: roads, bridges, sidewalks, curbs, underground pipes, unless associated with a utility, etc.) have not been reported or depreciated in the City's financial statements. The statements require that these assets be valued and recorded within the "Governmental" columns of the government-wide statements.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

As noted earlier, net position may serve as a useful indicator of a government's financial conditions over time. In the case of the City of Belleair Beach, total assets exceeded total liabilities by \$16,888,636 at the close of fiscal year ended September 30, 2022. For more detailed information, see the full Statement of Net Position on page 17.

At September 30, 2022, a considerable portion of the City's net position is invested in capital assets (e.g., land, buildings, equipment, marina docks and stormwater infrastructure) at 53.38% of total assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related outstanding debt used to acquire those capital assets, (for example, the Community Center loan) it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. A large part of the City's assets (31.72%) reflects the investment in cash, cash equivalents and other investments. This is affected by the implementation of the City's investment policy that has emphasis on first: safety of principal, second: liquidity or readily available for conversion into cash in order to finance the City's operating cash flow requirements, and the third criteria: yield or earnings.

As of September 30, 2022, there are no significant external restrictions on how the City's resources may be used. The balance of unrestricted net position of \$6,450,090 or 38.19% of total net position may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the fiscal year ending September 30, 2022, the City reports positive balances in all the categories of net position for the government as a whole, as well as for the governmental and business-type activities. The same situation held true for the prior fiscal year.

**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

The following table reflects the condensed Statement of Net Position compared to the prior year.

**STATEMENT OF NET POSITION  
AS OF SEPTEMBER 30**

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	\$ 6,955,019	\$ 5,515,729	\$ 470,563	\$ 388,886	\$ 7,425,582	\$ 5,904,615
Capital assets	10,458,319	10,803,722	1,671,894	1,731,723	12,130,213	12,535,445
Total assets	<u>\$ 17,413,338</u>	<u>\$ 16,319,451</u>	<u>\$ 2,142,457</u>	<u>\$ 2,120,609</u>	<u>\$ 19,555,795</u>	<u>\$ 18,440,060</u>
Current liabilities	\$ 1,075,267	\$ 727,497	\$ 27,933	\$ 23,922	\$ 1,103,200	\$ 751,419
Non-current liabilities	1,556,115	1,771,109	7,844	23,129	1,563,959	1,794,238
Total liabilities	<u>2,631,382</u>	<u>2,498,606</u>	<u>35,777</u>	<u>47,051</u>	<u>2,667,159</u>	<u>2,545,657</u>
Net position:						
Net investment in capital assets	8,789,772	8,890,667	1,648,774	1,693,878	10,438,546	10,584,545
Unrestricted	5,992,184	4,930,178	457,906	379,680	6,450,090	5,309,858
Total net position	<u>14,781,956</u>	<u>13,820,845</u>	<u>2,106,680</u>	<u>2,073,558</u>	<u>16,888,636</u>	<u>15,894,403</u>
Total liabilities and net position	<u>\$ 17,413,338</u>	<u>\$ 16,319,451</u>	<u>\$ 2,142,457</u>	<u>\$ 2,120,609</u>	<u>\$ 19,555,795</u>	<u>\$ 18,440,060</u>

**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

**Statement of Activities**

The following schedule compares the revenues and expenses for the current and previous fiscal year.

**STATEMENT OF ACTIVITIES  
FOR THE YEARS ENDED SEPTEMBER 30**

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
<b>Revenues:</b>						
<b>Program revenues:</b>						
Charges for services	\$ 1,048,799	\$ 856,195	\$ 260,409	\$ 246,329	\$ 1,309,208	\$ 1,102,524
Operating grants and contributions	9,931	130,832	-	-	9,931	130,832
<b>General revenues:</b>						
Property taxes	1,260,856	1,170,878	-	-	1,260,856	1,170,878
Franchise fees	195,749	187,045	-	-	195,749	187,045
Utility taxes	298,950	294,614	-	-	298,950	294,614
Other taxes and fees	526,881	435,865	-	-	526,881	435,865
Miscellaneous	49,854	7,459	455	674	50,309	8,133
<b>Total revenues</b>	<u>3,591,020</u>	<u>3,082,888</u>	<u>260,864</u>	<u>247,003</u>	<u>3,651,884</u>	<u>3,329,891</u>
<b>Expenses:</b>						
<b>Governmental activities:</b>						
General government	812,867	743,107	-	-	812,867	743,107
Public safety	569,810	535,629	-	-	569,810	535,629
Physical Environment	891,758	882,166	-	-	891,758	882,166
Culture and recreation	54,363	54,879	-	-	54,363	54,879
Interest on long-term debt	76,111	94,305	-	-	76,111	94,305
<b>Business-type activities:</b>						
Marina	-	-	72,397	56,502	72,397	56,502
Stormwater	-	-	180,345	169,446	180,345	169,446
<b>Total expenses</b>	<u>2,404,909</u>	<u>2,310,086</u>	<u>252,742</u>	<u>225,948</u>	<u>2,657,651</u>	<u>2,536,034</u>
Change in net position before transfers	986,111	772,802	8,122	21,055	994,233	793,857
Transfers	(25,000)	(1,720,801)	25,000	1,720,801	-	-
<b>Change in net position</b>	<u>961,111</u>	<u>(947,999)</u>	<u>33,122</u>	<u>1,741,856</u>	<u>994,233</u>	<u>793,857</u>
Net position, beginning of year	13,820,845	14,768,844	2,073,558	331,702	15,894,403	15,100,546
<b>Net Position, end of year</b>	<u>\$ 14,781,956</u>	<u>\$ 13,820,845</u>	<u>\$ 2,106,680</u>	<u>\$ 2,073,558</u>	<u>\$ 16,888,636</u>	<u>\$ 15,894,403</u>

**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

**Governmental Activities**

Governmental Activities increased the City's net position by \$961,111 compared to the prior year's decrease of \$947,999. This fiscal year's increase accounts for 6.5% of the governmental activities total net position at year-end of \$14,781,956. The overall increase in the net position of the governmental activities is largely due to the lack of budgeted inter-fund transfers to the Capital Projects and Stormwater funds since the anticipated projects had not been started as early as expected.

**Governmental Funds**

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of fiscal year 2022, the City's governmental funds reported combined ending fund balances of \$6,084,258, an increase of \$1,061,079, in comparison with the prior year when the net change was a decrease of \$399,121. Government-wide expenses increased by \$121,617. Increased expenditures were incurred across all current functions but were offset by reduced spending on capital outlay activities. Further analysis of the activity within the governmental funds can be found in the following sections.

**General Fund**

The General Fund is the chief operating fund of the City. The City was fortunate to experience higher property values and related ad valorem revenue, received greater state-derived revenue as tourism continues to resume in Florida, earned higher charges for services resulting, in part, from the accrual of substantial code enforcement violations, and benefited from more interest earned on investments. Total expenditures decreased by \$22,927 compared to the prior year, with the largest savings resulting from reduced capital outlay expenditures. There is a separate discussion below regarding the specific capital asset additions. The City also received the second payment of \$401,584, for a total of \$802,868, from the Coronavirus State and Local Fiscal Recovery Funds that is considered unearned revenue until the requirements are met to recognize the revenue from this funding, which is anticipated to be during fiscal year 2023.

At the end of fiscal year 2022, the unassigned fund balance of the General Fund, which has not been restricted, committed or assigned to specific purposes, was \$4,346,297. This is available for spending at the City's discretion.

The remainder of the General Fund balance of \$1,135,476 is not available for new spending and has been classified as "non-spendable" (so it cannot be converted into cash) that designates an amount for prepaid items totaling \$8,226 and "assigned" for contingencies, catastrophic events, and encumbrances of \$1,127,250. The total fund balance represents 287.3% of total General Fund expenditures for 2022.



**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

General Fund Budgetary Highlights

During the fiscal year ended September 30, 2022 the significant variances between the final amended budget and the actual results are shown below:

- Revenues were higher than budgeted amount by \$506,505 with all line items exceeding the budgeted amounts.
- Expenditures were lower than budgeted amount by \$118,759 due to lower expenditures in all functions.

Capital Projects Fund

The Capital Projects Fund is used to account for the acquisition or construction of major capital facilities other than those financed by proprietary funds. This is also used for non-recurring capital expenditures with an estimated useful life of at least ten years and/or a minimum cost of \$1,000 in order to avoid distortion of financial trend information in the other funds.

At the end of fiscal year 2022, the fund balance of the Capital Projects Fund was \$602,485 and is considered "committed" since those funds have been earmarked for expenditures in the Capital Projects Budget set forth in the City's Capital Improvement Plan.

***Business-Type Activities***

**Proprietary Funds**

The City's proprietary fund-level statements provide the same type of information found in the government-wide financial statements, but in more detail. At the end of fiscal year 2022, the City's proprietary funds reported combined ending net position balances of \$2,106,680. This total combines the Stormwater fund, whose net position equates to \$1,740,994, and the Marina fund's net position of \$365,686. Further analysis of the activity within the proprietary funds can be found in the following sections.

Marina Fund

Unrestricted net position of the Marina fund at the end of the year amounted to \$334,563 for fiscal year 2022 compared to \$321,102 in fiscal year 2021.

Marina fund activities increased the City's net position by \$10,862 compared to the prior year's increase of \$23,122. People flocking to the beach has continued to generate record setting parking fees for the City. For fiscal year 2022, the City-owned marina generated \$10,407 in net operating income from \$82,804 in parking fees and marina slip rental revenue. During fiscal year 2022, the Marina Fund transferred a reimbursement of \$61,615 to the General Fund to cover the costs of managing and operating the marina, which represents the entire budgeted amount for the annual reimbursement.

**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

Stormwater Fund

Through an Ordinance approved on July 6, 2020, a stormwater utility fee was created to help pay for the costs of addressing stormwater issues within the City. Beginning in fiscal year 2021, the City established the new fund, the Stormwater Fund. Property owners within the City are assessed a stormwater fee on their monthly bills from Pinellas County Utilities to help cover the cost of these improvements.

In the first year of operation, the Stormwater fund was the recipient of a transfer of stormwater infrastructure that had previously been accounted for in the Capital Projects fund prior to the establishment of the Stormwater fund. An allocation of 15% of the Public Works' department personnel service costs is reported in this fund.

Unrestricted net position of the Stormwater fund at the end of the year amounted to \$123,343 for fiscal year 2022 compared to \$58,578 in fiscal year 2021. Stormwater fund activities increased the City's net position by \$22,260 compared to the prior year's increase of \$23,122.

**CAPITAL ASSET AND DEBT ADMINISTRATION**

Capital Assets

The City's investment in capital assets for its governmental and business-type activities as of September 30, 2022 amounts to \$10,438,546 (net of accumulated depreciation and related debt). This investment in capital assets includes land, buildings, improvements other than building, equipment, infrastructure, marina docks and security fence, and stormwater system. The net increase of the City's capital assets including transfers for the current fiscal year was \$345,403 for governmental activities and an increase of \$59,829 for the business-type activities.

During fiscal year 2022, the City invested in an audio visual upgrade in the Community Center, a new sign outside City Hall, boat ramp and seawall improvements, buoys, stormwater improvements, and various equipment.

**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

**SUMMARY OF CAPITAL ASSETS  
AS OF SEPTEMBER 30, 2022**

	Governmental Activities	Business-Type Activities	Total
Land	\$ 1,426,738	\$ -	\$ 1,426,738
Buildings	4,225,071	-	4,225,071
Improvements other than buildings	6,903,050	2,478,728	9,381,778
Equipment	1,312,772	-	1,312,772
Accumulated depreciation	(3,409,312)	(806,834)	(4,216,146)
Total	<u>\$ 10,458,319</u>	<u>\$ 1,671,894</u>	<u>\$ 12,130,213</u>

Additional information on the City's capital assets can be found on pages 44-45 of this report.

**Long-Term Debt**

Governmental Activities

Construction of the City's City Hall and Community Center was completed in November 2009 at a cost of \$3.927 million. Funding sources consisted of a \$3 million bank loan, infrastructure sales tax (Penny for Pinellas) and contributions from the General Fund. The interest rate is a variable rate that is currently at 4.52121% annually and is payable quarterly effective October 2006. The loan principal balance as of September 30, 2022 is \$480,000. The Capital Projects Fund makes the debt payments for principal and interest on this loan.

During fiscal year 2018, the City issued revenue bonds, series 2014A, 2014B, and 2014C to fund the cost of underground utilities in the Bellevue Estates Island neighborhood. A special non-ad valorem assessment has been imposed on the impacted residents and this revenue is pledged for the bond payments. The special assessment will be assessed on the households each year for 20 years, beginning with 2018. The loan principal balance as of September 30, 2022 is \$1,188,547. The Capital Projects Fund makes the debt payments for principal and interest on these bonds.

The balances of the loan and revenue bonds are currently reported on the Statement of Net Position under governmental activities.

Compensated absences in the amount of \$6,986 are also reported on the Statement of Net Position as a noncurrent liability.



**CITY OF BELLEAIR BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022  
(Continued)**

**Business-Type Activities**

On September 25, 2020 the issuance of a new Stormwater Utility System Revenue Note, Series 2020, was validated by the Circuit Court of Pinellas County to be issued in the amount of \$45,000 through South State Bank. The proceeds were used to finance the up-front costs of the stormwater system enhancements. The term of the note is 3 years at an interest rate of 3.75% payable quarterly. The loan principal balance as of September 30, 2022 is \$23,120.

Additional information on the City's long-term debt activity can be found in Note 9 on pages 46- 49 of this report.

**ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

The State of Florida, by constitution, does not have a state personal income tax and therefore the State operates primarily using sales, gasoline and corporate income taxes. Local governments (cities, counties and school boards) primarily rely on property taxes and a limited array of other taxes (sales, gasoline, utility services, etc.) and fees (franchise, etc.) for their governmental activities. There are a limited number of state-shared revenues and recurring and nonrecurring grants from the State, federal government and other grantor agencies. The level of taxes, fees, and charges for service determined by the Florida legislature will have a bearing on the amount of funding the City receives annually.

- The unemployment rate for Pinellas County at September 30, 2022 was 2.7% which was lower than the 2021 rate of 3.7%. This demonstrates that the local economy is hopefully recovering after the COVID-19 pandemic.
- Inflationary trends in the region compare favorably to the national trends and property values are on the rise in the City of Belleair Beach, which is entirely a residential community.
- Amendment 1, approved by voters in January 2008 had a negative impact on Ad Valorem Tax revenues. Amendment 1 created an additional Homestead tax exemption of \$25,000 doubling regular homestead tax exemption to \$50,000, allowed "portability of save our homes cap" and eliminated some tangible personal property from the tax rolls.
- All of the above-mentioned factors were considered in preparing the City of Belleair Beach's budget for the 2022-2023 fiscal year.

**REQUESTS FOR INFORMATION**

This financial report is designed to present users with a general overview of the City's finances to all those interested in the government's finances. Questions concerning any of the information provided in this report or request for additional financial information should be addressed to the City's Finance Officer at 444 Causeway Boulevard, Belleair Beach, Florida 33786 or email: [finance@cityofbelleairbeach.com](mailto:finance@cityofbelleairbeach.com).



This page intentionally left blank.

DRAFT

**BASIC FINANCIAL STATEMENTS**

**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2022**

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
<b>Current Assets:</b>			
Cash and cash equivalents	\$ 2,596,740	\$ 468,069	\$ 3,064,809
Investments	3,137,431	-	3,137,431
Receivables, net	409,754	-	409,754
Prepaid items	8,226	2,494	10,720
Restricted cash	802,868	-	802,868
Total current assets	6,955,019	470,563	7,425,582
<b>Non-Current Assets:</b>			
Capital assets			
Non-depreciable	1,426,738	-	1,426,738
Depreciable	9,031,581	1,671,894	10,703,475
Total non-current assets	10,458,319	1,671,894	12,130,213
<b>Total Assets</b>	<b>\$ 17,413,338</b>	<b>\$ 2,142,457</b>	<b>\$ 19,555,795</b>
<b>LIABILITIES</b>			
<b>Current Liabilities:</b>			
Accounts payable	\$ 59,559	\$ 7,443	\$ 67,002
Accrued liabilities	8,084	-	8,084
Accrued interest	22,215	-	22,215
Unearned revenue	803,118	5,214	808,332
Compensated absences	6,986	-	6,986
Notes payable	120,000	-	120,000
Revenue bonds payable	55,305	15,276	70,581
Total current liabilities	1,075,267	27,933	1,103,200
<b>Noncurrent Liabilities</b>			
Compensated absences	62,873	-	62,873
Notes payable	360,000	-	360,000
Revenue bonds payable	1,133,242	7,844	1,141,086
Total noncurrent liabilities	1,556,115	7,844	1,563,959
<b>Total Liabilities</b>	<b>2,631,382</b>	<b>35,777</b>	<b>2,667,159</b>
<b>NET POSITION</b>			
Net investment in capital assets	8,789,772	1,648,774	10,438,546
Unrestricted	5,992,184	457,906	6,450,090
<b>Total Net Position</b>	<b>14,781,956</b>	<b>2,106,680</b>	<b>16,888,636</b>
<b>Total Liabilities and Net Position</b>	<b>\$ 17,413,338</b>	<b>\$ 2,142,457</b>	<b>\$ 19,555,795</b>

The accompanying notes are an integral  
part of these financial statements.

**CITY OF BELLEAIR BEACH, FLORIDA  
STATEMENT OF ACTIVITIES  
YEAR ENDED SEPTEMBER 30, 2022**

	Program Revenues			Net (Expense) Revenue and Changes in Net Position		Total
	Expenses	Charges for Services	Operating Grants and Contributions	Governmental Activities	Business-Type Activities	
<b>Functions:</b>						
<b>Governmental:</b>						
General government	\$ 812,867	\$ 134,400	\$ -	\$ (678,467)	\$ -	\$ (678,467)
Public safety	569,810	90,352	-	(479,458)	-	(479,458)
Physical environment	891,758	823,805	9,931	(58,022)	-	(58,022)
Culture and recreation	54,363	242	-	(54,121)	-	(54,121)
Debt service interest	76,111	-	-	(76,111)	-	(76,111)
Total governmental activities	2,404,909	1,048,799	9,931	(1,346,179)	-	(1,346,179)
<b>Business-type:</b>						
Marina	72,397	82,804	-	-	10,407	10,407
Stormwater	180,345	177,605	-	-	(2,740)	(2,740)
Total business-type activities	252,742	260,409	-	-	7,667	7,667
<b>Total primary government</b>	<b>\$ 2,657,651</b>	<b>\$ 1,309,208</b>	<b>\$ 9,931</b>	<b>\$ (1,346,179)</b>	<b>\$ 7,667</b>	<b>\$ (1,338,512)</b>
<b>General Revenues:</b>						
Property taxes				1,260,856	-	1,260,856
Franchise taxes				195,749	-	195,749
Utility service taxes				298,950	-	298,950
Intergovernmental, unrestricted						
State revenue sharing				52,899	-	52,899
Half-cent sales tax				131,656	-	131,656
Local option gas tax				21,198	-	21,198
Local option sales tax				234,790	-	234,790
Communication tax				59,066	-	59,066
Unrestricted investment earnings				27,272	455	27,727
Miscellaneous				49,854	-	49,854
Total general revenues				2,332,290	455	2,332,745
Transfers				(25,000)	25,000	-
Change in net position				961,111	33,122	994,233
Net position at beginning of year				13,820,845	2,073,558	15,894,403
Net position at end of year				\$ 14,781,956	\$ 2,106,680	\$ 16,888,636

The accompanying notes are an integral  
part of these financial statements.



**CITY OF BELLEAIR BEACH, FLORIDA  
BALANCE SHEET - GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2022**

	General	Capital Projects	Total Governmental Funds
<b>ASSETS</b>			
Cash and cash equivalents	\$ 2,166,195	\$ 430,545	\$ 2,596,740
Investments	3,020,044	117,387	3,137,431
Receivables, net	355,201	54,553	409,754
Prepaid items	8,226	-	8,226
Restricted cash	802,868	-	802,868
<b>Total Assets</b>	<u>\$ 6,352,534</u>	<u>\$ 602,485</u>	<u>\$ 6,955,019</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 59,559	\$ -	\$ 59,559
Accrued liabilities	8,084	-	8,084
Unearned revenue	803,118	-	803,118
<b>Total liabilities</b>	<u>870,761</u>	<u>-</u>	<u>870,761</u>
<b>FUND BALANCES</b>			
Non-spendable			
Prepaid items	8,226	-	8,226
Committed			
Capital projects	-	602,485	602,485
Assigned			
Contingencies	1,127,250	-	1,127,250
Unassigned	4,346,297	-	4,346,297
<b>Total fund balances</b>	<u>5,481,773</u>	<u>602,485</u>	<u>6,084,258</u>
<b>Total Liabilities and Fund Balances</b>	<u>\$ 6,352,534</u>	<u>\$ 602,485</u>	<u>\$ 6,955,019</u>

The accompanying notes are an integral  
part of these financial statements.

**CITY OF BELLEAIR BEACH, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET TO THE  
STATEMENT OF NET POSITION - GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2022**

<b>Fund Balances - Total Governmental Funds</b>	<b>\$ 6,084,258</b>
-------------------------------------------------	---------------------

Amounts reported for *governmental activities* in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental non-depreciable assets	1,426,738	
Governmental depreciable assets	12,440,893	
Less accumulated depreciation	(3,409,312)	10,458,319

Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the governmental funds.

Notes payable	(480,000)	
Revenue bonds payable	(1,188,547)	
Accrued interest	(22,215)	
Compensated absences	(69,859)	(1,760,621)

<b>Total Net Position - Governmental Activities</b>	<b>\$ <u>14,781,956</u></b>
-----------------------------------------------------	-----------------------------

**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES**  
**IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**YEAR ENDED SEPTEMBER 30, 2022**

	General	Capital Projects	Total Governmental Funds
<b>Revenues:</b>			
Taxes:			
Ad valorem	\$ 1,260,856	\$ -	\$ 1,260,856
Franchise	195,749	-	195,749
Utility	298,950	-	298,950
Intergovernmental	274,750	234,790	509,540
Assessments	-	99,433	99,433
Charges for services	705,051	-	705,051
Fines	72,001	-	72,001
Licenses and permits	172,314	-	172,314
Interest on investments	25,785	1,487	27,272
Miscellaneous	49,854	-	49,854
Total revenues	<u>3,055,310</u>	<u>335,710</u>	<u>3,391,020</u>
<b>Expenditures:</b>			
Current			
General government	689,653	-	689,653
Public safety	570,964	-	570,964
Physical environment	629,220	1,080	630,300
Culture and recreation	7,470	-	7,470
Capital outlay	10,514	77,790	88,304
Debt service			
Principal	-	244,508	244,508
Interest	-	73,742	73,742
Total expenditures	<u>1,907,821</u>	<u>397,120</u>	<u>2,304,941</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,147,489</u>	<u>(61,410)</u>	<u>1,086,079</u>
<b>Other Financing Sources (Uses):</b>			
Transfers out	(25,000)	-	(25,000)
Total other financing sources (uses)	<u>(25,000)</u>	<u>-</u>	<u>(25,000)</u>
Net change in fund balances	1,122,489	(61,410)	1,061,079
<b>Fund Balances:</b>			
Beginning of year, as previously reported	<u>4,359,284</u>	<u>663,895</u>	<u>5,023,179</u>
End of year	<u>\$ 5,481,773</u>	<u>\$ 602,485</u>	<u>\$ 6,084,258</u>

The accompanying notes are an integral  
part of these financial statements.

**CITY OF BELLEAIR BEACH, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES TO THE  
STATEMENT OF ACTIVITIES - GOVERNMENTAL FUNDS  
YEAR ENDED SEPTEMBER 30, 2022**

<b>Net change in fund balances - governmental funds</b>		<b>\$ 1,061,079</b>
Amounts reported for <i>governmental activities</i> in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated lives. The net effect of various miscellaneous transactions involving capital assets, including disposal, which decrease net position, are not reported in the governmental funds.		
Expenditures for capital assets	88,304	
Depreciation expense	<u>(433,707)</u>	(345,403)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the governmental funds.		
Debt principal payments	244,508	
Change in accrued interest	<u>(2,369)</u>	242,139
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Change in compensated absences		<u>3,296</u>
<b>Change in net position - governmental activities</b>		<b><u>\$ 961,111</u></b>

The accompanying notes are an integral  
part of these financial statements.



**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND**  
**YEAR ENDED SEPTEMBER 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
<b>Revenues:</b>				
Taxes:				
Ad valorem	\$ 1,251,815	\$ 1,251,815	\$ 1,260,856	\$ 9,041
Franchise	180,000	180,000	195,749	15,749
Utility	273,800	273,800	298,950	25,150
Intergovernmental	215,160	215,160	274,750	59,590
Charges for services	460,600	462,730	705,051	242,321
Fines	11,000	10,000	72,001	62,001
Licenses and permits	61,500	141,000	172,314	31,314
Interest on investments	10,000	10,000	25,785	15,785
Miscellaneous	23,315	4,300	49,854	45,554
Total revenues	<u>2,487,190</u>	<u>2,548,805</u>	<u>3,055,310</u>	<u>506,505</u>
<b>Expenditures:</b>				
Current				
General government	727,500	727,500	689,653	37,847
Public safety	587,570	587,570	570,964	16,606
Physical environment	662,210	662,210	629,220	32,990
Culture and recreation	13,800	13,800	7,470	6,330
Capital outlay	35,500	35,500	10,514	24,986
Total expenditures	<u>2,026,580</u>	<u>2,026,580</u>	<u>1,907,821</u>	<u>118,759</u>
Deficiency of revenues under expenditures	<u>460,610</u>	<u>522,225</u>	<u>1,147,489</u>	<u>625,264</u>
<b>Other Financing Sources (Uses):</b>				
Transfers out	<u>(460,610)</u>	<u>(522,225)</u>	<u>(25,000)</u>	<u>497,225</u>
Total other financing uses	<u>(460,610)</u>	<u>(522,225)</u>	<u>(25,000)</u>	<u>497,225</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>1,122,489</u>	<u>\$ 1,122,489</u>
<b>Fund Balance:</b>				
Beginning of year			<u>4,359,284</u>	
End of year			<u>\$ 5,481,773</u>	

The accompanying notes are an integral  
part of these financial statements.

**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF NET POSITION - PROPRIETARY FUNDS**  
**SEPTEMBER 30, 2022**

	Stormwater Fund	Marina Fund	Total Proprietary Funds
<b>ASSETS</b>			
<b>Current Assets:</b>			
Cash and cash equivalents	\$ 125,318	\$ 342,751	\$ 468,069
Prepaid expenses	-	2,494	2,494
Total current assets	<u>125,318</u>	<u>345,245</u>	<u>470,563</u>
<b>Non-Current Assets:</b>			
Capital assets, net			
Improvements other than building	<u>1,640,771</u>	<u>31,123</u>	<u>1,671,894</u>
<b>Total Assets</b>	<u>\$ 1,766,089</u>	<u>\$ 376,368</u>	<u>\$ 2,142,457</u>
<b>LIABILITIES</b>			
<b>Current Liabilities:</b>			
Accounts payable	\$ 1,975	\$ 5,468	\$ 7,443
Deferred revenue	-	5,214	5,214
Notes payable	<u>15,276</u>	<u>-</u>	<u>15,276</u>
Total current liabilities	<u>17,251</u>	<u>10,682</u>	<u>27,933</u>
<b>Non-Current Liabilities:</b>			
Notes payable	<u>7,844</u>	<u>-</u>	<u>7,844</u>
Total liabilities	<u>25,095</u>	<u>10,682</u>	<u>35,777</u>
<b>NET POSITION</b>			
Net investment in capital assets	1,617,651	31,123	1,648,774
Unrestricted	<u>123,343</u>	<u>334,563</u>	<u>457,906</u>
Total net position	<u>1,740,994</u>	<u>365,686</u>	<u>2,106,680</u>
<b>Total Liabilities and Net Position</b>	<u>\$ 1,766,089</u>	<u>\$ 376,368</u>	<u>\$ 2,142,457</u>

The accompanying notes are an integral  
part of these financial statements.

**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES**  
**IN NET POSITION - PROPRIETARY FUNDS**  
**YEAR ENDED SEPTEMBER 30, 2022**

	Stormwater Fund	Marina Fund	Proprietary Funds
<b>Operating Revenue:</b>			
Charges for services			
General government	\$ -	\$ 82,804	\$ 82,804
Utilities	177,605	-	177,605
Total charges for services	<u>177,605</u>	<u>82,804</u>	<u>260,409</u>
<b>Operating Expenses:</b>			
Personnel services	32,081	-	32,081
Contractual services	14,082	-	14,082
Supplies	-	66,484	66,484
Repairs and maintenance	47,801	-	47,801
Office and utilities	-	3,314	3,314
Depreciation	85,177	2,599	87,776
Total operating expenses	<u>179,141</u>	<u>72,397</u>	<u>251,538</u>
Operating income (loss)	<u>(1,536)</u>	<u>10,407</u>	<u>8,871</u>
<b>Non-Operating Revenue (Expenses):</b>			
Investment earnings	-	455	455
Interest expense	(1,204)	-	(1,204)
Total non-operating revenue (expenses)	<u>(1,204)</u>	<u>455</u>	<u>(749)</u>
<b>Income (Loss) Before Transfers</b>	<u>(2,740)</u>	<u>10,862</u>	<u>8,122</u>
<b>Transfers:</b>			
Transfers in	<u>25,000</u>	<u>-</u>	<u>25,000</u>
Changes in net position	22,260	10,862	33,122
Net position at beginning of year	<u>1,718,734</u>	<u>354,824</u>	<u>2,073,558</u>
Net position at end of year	<u>\$ 1,740,994</u>	<u>\$ 365,686</u>	<u>\$ 2,106,680</u>

The accompanying notes are an integral  
part of these financial statements.

**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS**  
**YEAR ENDED SEPTEMBER 30, 2022**

	Stormwater Fund	Marina Fund	Total Proprietary Funds
<b>Cash Flows from Operating Activities:</b>			
Receipts from customers and users	\$ 202,767	\$ 83,097	\$ 285,864
Payments to employees	(32,081)	-	(32,081)
Payments to suppliers and providers	(60,352)	(68,212)	(128,564)
Net cash provided by operating activities	110,334	14,885	125,219
<b>Cash Flows from Non-Capital Financing Activities:</b>			
Transfers in	25,000	-	25,000
<b>Cash Flows from Capital and Related Financing Activities:</b>			
Acquisition and construction of capital assets	(27,947)	-	(27,947)
Principal paid on bonds payable	(14,725)	-	(14,725)
Interest paid on long-term debt	(1,204)	-	(1,204)
Net cash used in capital and related financing activities	(43,876)	-	(43,876)
<b>Cash Flows from Investing Activities:</b>			
Interest income	-	455	455
<b>Net Change in Cash and Cash Equivalents</b>	91,458	15,340	106,798
<b>Cash and Cash Equivalents - Beginning of the Year</b>	33,860	327,411	361,271
<b>Cash and Cash Equivalents - End of the Year</b>	<u>\$ 125,318</u>	<u>\$ 342,751</u>	<u>\$ 468,069</u>

The accompanying notes are an integral  
part of these financial statements.



**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS**  
**YEAR ENDED SEPTEMBER 30, 2022**  
**(Continued)**

	Stormwater Fund	Marina Fund	Total Proprietary Funds
<b>Reconciliation of Operating Income (Loss) to Net Cash Provided by Operating Activities:</b>			
Operating income (loss)	\$ (1,536)	\$ 10,407	\$ 8,871
Adjustments to reconcile operating income (loss) to net cash provided by operating activities -			
Depreciation	85,177	2,599	87,776
Changes in operating assets and liabilities:			
Receivables	25,162	293	25,455
Prepaid expenses	-	(334)	(334)
Accounts payable	1,531	(54)	1,477
Deferred revenue	-	1,974	1,974
Total adjustments	111,870	4,478	116,348
<b>Net Cash Provided By Operating Activities</b>	<u>\$ 110,334</u>	<u>\$ 14,885</u>	<u>\$ 125,219</u>

The accompanying notes are an integral  
part of these financial statements.

DRAFT

This page intentionally left blank.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The City of Belleair Beach (City) maintains its accounting records in accordance with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

**A. Reporting Entity**

The City is a political subdivision of the State of Florida, located in Pinellas County in the west central portion of the State. The City was incorporated in 1950. The original Charter was revised in 1959. This revised Charter was recorded on May 18, 1959, in the Municipal Charter Book IV. The Charter was revised in 1968 and again in 2004. The amended Charter (effective as of March 10, 2004) adopted the council-manager form of government. The City is approximately .484 square miles in area. The City is a full-service municipality providing its citizens with a full complement of municipal services. In addition, the City owns and operates enterprise activities for the marina and stormwater system.

In evaluating how to define the City of Belleair Beach, Florida (the primary government), for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GASB Statement No. 14.

This governmental accounting standard requires that this financial statement present the City of Belleair Beach (the primary government) and its component units, if applicable. Component units generally are legally separate entities for which a primary government is financially accountable. Financial accountability ordinarily involves meeting both of the following criteria: the primary government is accountable for the potential component unit (i.e., the primary government appoints the voting majority of its board) and the primary government is able to impose its will upon the potential component unit, or there is a possibility that the potential component unit may provide specific financial benefits or impose specific financial burdens on the primary government.

The City has no component units as of September 30, 2022.

**B. Government-Wide and Fund Financial Statements**

The City has adopted the provisions of GASB Statement No. 34, "Basic Financial Statements and Management Discussion and Analysis for State and Local Governments." The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**B. Government-Wide and Fund Financial Statements (continued)**

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and the individual enterprise fund are reported as separate columns in the fund financial statements.

Since the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide statements, governmental activities column, a reconciliation is presented on the same page or the page following each statement, which briefly explains the adjustments necessary to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

**C. Measurement Focus and Basis of Accounting**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.



**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**C. Measurement Focus and Basis of Accounting (Continued)**

The City reports the following major funds:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund which is a governmental fund that accumulates resources for the construction of capital projects.

The Marina Fund accounts for the assets, operations and maintenance of the City-owned marina.

The Stormwater Fund accounts for the assets, operations and maintenance of the City-owned Stormwater operations.

Private-sector standards of accounting and financial reporting are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's water and sewer function and various other functions of the government. Elimination of these charges would distort the direct cost and program revenues reported for the various functions concerned.

Amounts reported as *program* revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary funds' principal ongoing operations. The principal operating revenues of the Marina Enterprise Fund are charges to customers for sales and services. The principal operating revenues of the Stormwater Enterprise Fund are assessments collected from the County. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Assets, Liabilities, and Net Position or Fund Balances

**Cash and Cash Equivalents**

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of twelve months or less from the date of acquisition.

**Deposits and Investments**

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of twelve months or less from the date of acquisition.

The City's investment policy is to maintain funds in investments which yield the highest possible efficiency and return within the limitations established by Florida Statutes, Chapter 166.261. Provisions of those statutes authorize the City to invest in:

- a) Florida State Board of Administration Local Government Pooled Investment Fund.
- b) Bonds, notes or other obligations of the United States or for which the credit of the United States is pledged for the payment thereof.
- c) Interest-bearing time deposits, savings accounts or collective investment funds in banks or savings and loan associations organized under the laws of the United States.
- d) Obligations of the federal farm credit banks and the Federal Home Loan Mortgage Corporation.
- e) Obligations of the Federal National Mortgage Association and the Government National Mortgage Association

Investments in fixed income securities are stated at fair value. Fair value is the amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022  
CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**E. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Fund Balances**  
(Continued)

**Receivables and Payables**

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All tax, accounts and intergovernmental receivables are shown net of an allowance for uncollectibles. Trade accounts receivables in excess of 180 days, if any, compromise the trade accounts receivable allowance for uncollectible including those for the Enterprise Funds.

Property Taxes - Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector.

The tax levy of the City is established by the City Council prior to October 1 of each year and the Pinellas County Property Appraiser incorporates the City's millages into the total tax levy, which includes the Pinellas County School Board tax requirements. The City is permitted by state law to levy taxes up to ten mills of assessed valuation, exclusive of taxes levied for the payment of bonds. The millage rate assessed by the City was 2.0394.

All property is reassessed according to its fair market value January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of State statutes.

All taxes are due and payable on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February. The taxes paid in March are without discount.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Fund Balances (Continued)

**Receivables and Payables (Continued)**

Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are sold for all delinquent taxes on property. After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years.

Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations.

Because of the Pinellas County Tax Collector's Office efficient system for selling tax certificates and remitting the proceeds to the City any delinquent or uncollected property taxes at year end are immaterial. The City's tax calendar is as follows:

Valuation Date:	January 1
Levy Date:	November 1
Due Date:	March 31, succeeding year
Lien Date:	April 1, succeeding year

**Capital Assets**

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the date of acquisition.

Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement should be reported at acquisition value rather than fair value.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.



**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**E. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Fund Balances  
(Continued)**

**Capital Assets (Continued)**

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred, if any, during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government, as well as the component units, is depreciated using the straight-line method over the following estimated useful lives.

	<u>Years</u>
Buildings	45-55
Building improvements	20-30
Infrastructure	45-55
Machinery and equipment	5-15

**Deferred Outflows and Inflows of Resources**

The City has implemented the provisions of GASB Statement Nos. 63 and 65. Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, provides financial reporting guidance for deferred outflows and inflows of resources, originally introduced and defined in GASB Concepts Statement No. 4, *Elements of Financial Statements*, as an acquisition or consumption, respectively, of net assets applicable to a future reporting period. Further, Concepts Statement No. 4 also identifies net position as the residual of all other elements presented in a statement of financial position. Statement No. 65, *Items Previously Reported As Assets and Liabilities*, reclassifies and recognizes certain items that were formerly reported as assets and liabilities as one of the four financial statement elements, (1) deferred outflows of resources, (2) outflows of resources, (3) deferred inflows of resources, and (4) inflows of resources. Concepts Statement No. 4 requires that deferred outflows and deferred inflows be recognized only in those instances specifically identified in GASB pronouncements. Statement No. 65 provides that guidance.

The City reports increases and decreases in net position that relate to future periods as deferred inflows of resources and deferred outflows of resources, respectively, in a separate section of the statement of net position.

As of September 30, 2022, the City did not report any deferred inflows or deferred outflows of resources.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Fund Balances  
(Continued)

**Compensated Absences**

It is the City's policy to permit employees to accumulate earned but unused annual leave and sick pay benefits. Regular and full-time employees earn annual leave and sick leave after three months of employment.

Annual leave is earned based on years of continuous and credible service as follows:

Total Years of Service	Days Per Year
1	5
2 to 4	10
5 to 10	15
10 years and over	20

A maximum amount of annual leave an employee may have to their credit at any time is forty days.

An employee who has served six months or more and who terminates employment with the City is paid for any unused annual leave accumulated to the time of termination up to the maximum. This is provided that a two-week written notice is given.

Sick leave for regular full-time employees is earned at the rate of eight hours for each month of service (at the completion of three months of continuous service) and may be accrued with no maximum. Upon termination, the employee is entitled to a lump-sum payment for accrued unused sick leave (up to a maximum of 720 hours)

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Fund Balances  
(Continued)

**Compensated Absences (Continued)**

Upon termination, providing that the employee has given the department head no less than two weeks prior written notice, the following amount of sick pay leave will be received:

Years of Service	% of Accrued Hours (With Maximum of 720 Hours)
Less than 10 years	25%
10 years or more	100%

Vested or accumulated annual leave and sick leave that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. No expenditure is reported for these amounts. Vested or accumulated annual leave and sick leave of the proprietary fund is recorded as an expense and liability of those funds as the benefits accrue to employees.

All annual leave and sick pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured.

**Unearned Revenue**

Unearned revenue recorded in the General Fund represents advanced grant payments and prepaid business registrations that are for the next fiscal year.

**Assessments**

Assessments recorded in the Capital Projects Fund are to fund the cost of capital improvements and essential services providing a special benefit to real property of certain residents of the City.

Future assessments are recorded as accounts receivable and unearned revenue in the Statement of Net Position.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Fund Balances  
(Continued)

**Non-Current Liabilities**

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

**Classification of Net Position**

The government-wide and business-type fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

- Net Investment in Capital Assets - is intended to reflect the portion of net position which is associated with non-liquid, capital assets, net of related debt.
- Restricted Net Position - are liquid assets, generated from revenues and net bond proceeds, which are not accessible for general use because of third-party (statutory, bond covenant or granting agency) limitations.
- Unrestricted Net Position - represents unrestricted liquid assets.

**Classification of Fund Balance**

GASB Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications, under GASB 54, are comprised of the following:

- Nonspendable - established to report items that are not expected to be converted to cash such as inventory and prepaid items; items not currently in cash form such as the long-term amount of loans and notes receivable as well as property acquired for resale; and items legally or contractually required to be maintained intact such as the corpus (or principal) of a permanent fund.



**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Fund Balances (Continued)

*Classification of Fund Balance (Continued)*

- *Restricted* - includes represents the amount that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (by debt covenants), service/contractual agreement, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. This may be budgeted and reported in either the General Fund or the Capital Projects Fund. Reserved fund balances indicate those portions of fund balances that are legally segregated for a specific use or not available for appropriation or expenditure.
- *Committed* - includes fund balance amounts that can be used only for the specific purposes that are internally imposed by a formal action (a Resolution) of the government's highest level of decision making authority, the City Council. Commitments may be changed or lifted only by the City taking the same formal action (a Resolution) that imposed the constraint initially. Contractual obligations are included to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual obligations. Commitment may be made for such purposes as, (a) major maintenance and repair projects; (b) meeting future obligations resulting from a natural disaster; (c) accumulating resources pursuant to stabilization arrangements; (d) establishing reserves for disasters; and/or (e) for setting aside amounts for specific projects.
- *Assigned* - includes amounts intended to be used by the government for specific purposes. The City Council by formal vote (or management designee via Council action) has the authority authorized to assign fund balance to a specific purpose. In governmental funds other than the General Fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that the resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

Assigned may or may not be appropriated for expenditures during the budget process and in the subsequent year depending on the timing of the project/reserve for which it was assigned. This reflects management's (City Manager, Committee or Department Head) intended use of resources and does not need further action by City Council.

Resolution 2008-04 was approved by the City Council to establish a reserved amount with the intention of utilizing these resources for emergencies arising from catastrophic events such as hurricanes or other natural disasters.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**E. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Fund Balances  
(Continued)**

**Classification of Fund Balance (Continued)**

- Unassigned - includes residual positive fund balance within the General Fund which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund balance can have different levels of restraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification with the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

**Minimum Level of Unassigned Fund Balance**

Unassigned fund balance is the residual classification for the General Fund and represents fund balance that has not been restricted, committed or assigned to specific purposes within the general fund.

If, after the annual audit, prior committed or assigned fund balance causes the unassigned fund balance to fall below 20% of general fund operating expenditures, the City Manager will so advise City Council in order for the necessary action to be taken to restore the unassigned fund balance to at least 20% of General Fund operating expenditures.

The City Manager and Finance Officer will prepare and submit a plan for committed and/or assigned fund balance reduction, expenditure reduction and/or revenue increase to City Council. The City shall take action necessary to restore the unassigned fund balance to acceptable levels within two years.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**F. Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**G. Subsequent Events**

Management has evaluated subsequent events through March 6, 2023, which is the date the financial statements were available to be issued.

**NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY**

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund and the enterprise fund and are controlled on a fund and department level. On or before May 31 of each year, all departments of the City submit requests for appropriation to the Finance Officer so that a budget may be prepared. The budget is prepared by fund, function and activity, and includes information on the past year, current year estimates and requested appropriations for the next fiscal year. All annual appropriations lapse at fiscal year-end.

The proposed budget is presented by the City Manager to the City Council for review in July. The City Council holds public hearings and may add to, subtract from, or change appropriations, but may not change the form of the budget. Any changes in the budget must be within the revenues and reserves estimated as available by the Finance Officer or the revenue estimates must be changed by an affirmative vote of a majority of the City Council.

Expenditures may not legally exceed budgeted appropriations at the departmental level. During the year there were no supplementary appropriations.

Encumbrance accounting is employed in governmental funds. Encumbrances (e.g., purchase orders, contracts) do not constitute expenditures or liabilities because the commitments will be reappropriated and honored during the subsequent year.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 3 - DEPOSITS AND INVESTMENTS**

*Deposits:*

At year-end, the carrying amount of the City's deposits was \$3,867,677 (\$3,064,559 unrestricted and \$802,868 reported as restricted for use in compliance with terms of grant funding) and the bank balance was \$3,885,193. The bank balance was covered by federal depository insurance and, for the amount in excess of such federal depository insurance, by the State of Florida's Security for Public Deposits Act. Provisions of the Act require that public deposits may only be made at qualified public depositories. The Act requires each qualified public depository to deposit with the State Treasurer eligible collateral equal to or in excess of the required collateral as determined by the provisions of the Act. In the event of a failure by a qualified public depository, losses in excess of federal depository insurance and proceeds from the sale of the securities pledged by the defaulting depository, are assessed against the other qualified public depositories of the same type as the depository in default.

*Fair Value Measurements:*

The City categorizes its fair value of investments within the fair value hierarchy established by generally accepted accounting principles pursuant to GASB Statement No. 72, Fair Value Measurement and Application. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted market prices in active markets for identical assets; Level 2 inputs are significant other observable input, and Level 3 are significant unobservable inputs.

Investments that are not evidenced by securities that exist in physical or book-entry form include investments in open-ended mutual funds and pools managed by other governments.

The following table presents assets carried at fair value at September 30, 2022:

	Fair Value	Overall Credit Rating	Rating Agency	Hierarchy Level
Florida State Board of Administration Local Government Pooled Investment Fund (Florida Prime)	\$ 3,137,431	AAAM	S&P	1

*Interest Rate Risk:*

The City manages its exposure to fair value losses arising from increasing interest rates through its adopted investment policies. The City limits the effective duration of its investment portfolio through the adoption of nationally recognized risk measure benchmarks such as the Lehman Brothers Aggregate Bond Index.



**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 3 - DEPOSITS AND INVESTMENTS (Continued)**

*Credit Risk:*

Consistent with chapter 218 of the Florida Statutes the City's investment guidelines limit its fixed income investments to a quality rating of 'A' or equivalent as rated by one or more recognized bond rating service at the time of purchase. Fixed income investments which are downgraded to 'BAA' or equivalent must be liquidated within a reasonable period of time not to exceed twelve months. Fixed income investments which are downgraded below 'BAA' shall be liquidated immediately.

The City has adopted a written investment policy in accordance with Florida Statute 218.415. That statute is intended to minimize interest rate and credit risk by directing the City to invest only in authorized investments summarized as follows:

- a) The Local Government Surplus Funds Trust Fund or any Intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in s. 163.01.
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in s. 280.02.
- d) Direct obligations of the United States Treasury.
- e) Federal agencies and instrumentalities.
- f) Securities of, or other interests in, any open-end or closed-end management- type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

The Local Government Surplus Funds Trust Fund (Florida PRIME) is an investment pool administered by the Florida State Board of Administration that is governed by Chapters 215 and 218, Florida Statutes, and Chapter 19-7 of the Florida Administrative Code. A three-member Board of Trustees governs the State Board of Administration and is made up of the State's Governor as chairman, Chief Financial Officer, and Attorney General. This Board is empowered by Florida law to invest funds at the request of local governments. They delegate authority to the Executive Director and Chief Investment Officer to carry out the strategic direction of the organization. Florida PRIME provides eligible participants a cost-effective investment vehicle for their surplus funds. Its investment strategy emphasizes, in order of importance, safety, liquidity and competitive yield. Florida PRIME is managed by an industry leader in professional money management, maintains conservative investment policies, a Standard & Poor's AAA(m) rating, has enhanced transparency, and extensive governance oversight. The Florida PRIME is treated as "2a-7 like" pool in accordance with GASB Statements Number 31 and Number 59 and is valued using the pooled-share price (amortized cost), which approximates fair value. The Florida PRIME funds may be withdrawn upon demand. Investment income is recognized as earned and is allocated to participants of the Fund based on their equity participation.

**CITY OF BELLEAIR BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

**NOTE 4 - RECEIVABLES AND DUE FROM OTHER GOVERNMENTS**

Receivables at September 30, 2022, were as follows:

	Governmental Activities		Business Type Activities		Total Primary Government
	General	Capital Projects	Marina Fund	Stormwater Fund	
Accounts	\$ 223,383	\$ -	\$ -	\$ -	\$ 223,383
Utilities	57,495	-	-	-	57,495
Other	74,323	54,553	-	-	128,876
	<u>\$ 355,201</u>	<u>\$ 54,553</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 409,754</u>

Accounts receivable for the General Fund includes \$196,915 from a resident of the City for code violations for failure to meet construction schedule timelines ordered by Special Master on May 19, 2021. The City has no intention to forgive these fines and believes the balance will be fully collectible. Therefore, the City has not recorded an allowance as of September 30, 2022.

**NOTE 5 - CHANGES IN CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2022, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
<b>Governmental Activities</b>				
Capital assets not being depreciated				
Land	\$ 1,426,738	\$ -	\$ -	\$ 1,426,738
Total capital assets not being depreciated	<u>1,426,738</u>	<u>-</u>	<u>-</u>	<u>1,426,738</u>
Capital assets being depreciated				
Buildings and improvements	4,207,506	17,565	-	4,225,071
Improvements other than buildings	6,880,062	22,988	-	6,903,050
Machinery and equipment	1,319,963	47,751	(54,942)	1,312,772
Total capital assets being depreciated	<u>12,407,531</u>	<u>88,304</u>	<u>(54,942)</u>	<u>12,440,893</u>
Less accumulated depreciation				
Buildings and improvements	(1,059,735)	(97,377)	-	(1,157,112)
Improvements other than buildings	(1,587,855)	(261,458)	-	(1,849,313)
Machinery and equipment	(382,957)	(74,872)	54,942	(402,887)
Total accumulated depreciation	<u>(3,030,547)</u>	<u>(433,707)</u>	<u>54,942</u>	<u>(3,409,312)</u>
Total capital assets being depreciated, net	<u>9,376,984</u>	<u>(345,403)</u>	<u>-</u>	<u>9,031,581</u>
<b>Governmental Activities, net</b>	<u>\$ 10,803,722</u>	<u>\$ (345,403)</u>	<u>\$ -</u>	<u>\$ 10,458,319</u>
<b>Business-Type Activities</b>				
Capital assets being depreciated				
Improvements other than buildings	2,450,781	27,947	-	2,478,728
Total capital assets being depreciated	<u>2,450,781</u>	<u>27,947</u>	<u>-</u>	<u>2,478,728</u>
Less accumulated depreciation				
Improvements other than buildings	(719,058)	(87,776)	-	(806,834)
Total accumulated depreciation	<u>(719,058)</u>	<u>(87,776)</u>	<u>-</u>	<u>(806,834)</u>
<b>Business-Type Activities, net</b>	<u>\$ 1,731,723</u>	<u>\$ (59,829)</u>	<u>\$ -</u>	<u>\$ 1,671,894</u>

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 5 - CHANGES IN CAPITAL ASSETS (Continued)**

Depreciation expense was charged to functions/programs of the primary government as follows:

**Governmental Activities**

General government	\$ 125,356
Physical environment	261,458
Culture and recreation	<u>46,893</u>
Total depreciation expense - governmental activities	<u>\$ 433,707</u>

**Business-type activities:**

Marina	\$ 2,599
Stormwater	<u>85,177</u>
Total depreciation expense- business- type activities	<u>\$ 87,776</u>

**NOTE 6 - DEFINED CONTRIBUTION PENSION PLAN**

The City provides retirement benefits for all of its full-time employees through a defined contribution 401(a) plan administered by the Florida League of Cities, Inc. under their prototype Profit-Sharing Plan and Trust Agreement. At September 30, 2022 there were nine plan members. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate after ninety days of employment. The Plan requires the City contribute ten percent of their compensation. The City's contributions for each employee (and interest allocated to the employee's account) are fully vested after five years of continuous service. City contributions for, and interest forfeited by, employees who leave employment before five years of service are used to reduce the City's current-period contribution requirement. Plan provisions and contribution requirements are established and may be amended by the City Council.

The City's total payroll in the fiscal year was \$392,017. The City's contributions were calculated using the participants' salary amount of \$358,620. The City made the required contributions totaling \$35,862 representing 10% of participants' salary.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 7 - DEFERRED COMPENSATION PLAN**

The City maintains a deferred compensation plan (plan) under the provisions of Section 457 of the Internal Revenue Code, as amended. This law stipulates that all assets and income of the plan must be held in trust for the exclusive benefit of the Plan participants and their beneficiaries. The City's plan is administered by the Florida League of Cities, Inc. and provides the plan participants with the option to invest in thirteen different registered investment funds (mutual funds). Although the City is the Trustee of the plan, the City has no administrative involvement and performs no investing function for the plan and has not therefore, reported the plan in this financial report.

**NOTE 8 - RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts; theft of, damage to, and distribution of assets; errors and omissions; injuries to employees; and natural disasters.

The City continues to carry commercial insurance for risks of loss including health, life, building and contents, employee bonds, mobile property, flood, windstorm and employee accident insurance. Settled claims from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. The City has not had any significant coverage reductions under these policies from the prior years:

**NOTE 9 - NON-CURRENT LIABILITIES**

**Changes in Non-Current Liabilities**

The following is a summary of changes in long-term debt and other non-current liabilities of the City:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<b>Governmental activities:</b>					
Suntrust Loan- Series 2005	\$ 640,000	\$ -	\$ (160,000)	\$ 480,000	\$ 120,000
Series 2018A Revenue Bonds	741,356	-	(47,156)	694,200	32,534
Series 2018B Revenue Bonds	119,961	-	(11,761)	108,200	4,675
Series 2018C Revenue Bonds	411,738	-	(25,591)	386,147	18,096
Compensated absences	73,155	2,769	(6,065)	69,859	6,986
<b>Total governmental activities, long term debt and other liabilities</b>	<b>\$ 1,986,210</b>	<b>\$ 2,769</b>	<b>\$ (250,573)</b>	<b>\$ 1,738,406</b>	<b>\$ 182,291</b>
<b>Business-type activities:</b>					
Stormwater Revenue Note- Series 2020	\$ 37,845	\$ -	\$ (14,725)	\$ 23,120	\$ 15,276



**CITY OF BELLEAIR BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

**NOTE 9 - NON-CURRENT LIABILITIES (Continued)**

**Description of Long-Term Debt and Other Liabilities Outstanding**

	Current	Non-Current	Total
<b>Governmental Activities</b>			
Compensated absences	\$ 6,986	\$ 62,873	\$ 69,859
\$3,000,000, City of Belleair Beach Revenue Note, Series 2005, due in quarterly installments of \$40,000 through 2025; interest payable at 4.52%. Secured by pledged non-ad valorem revenues of the City. Proceeds used to acquire land and construct the City Hall.	120,000	360,000	480,000
\$981,017, City of Belleair Beach, Florida Revenue Bonds Series 2018A, due in annual installments of \$72,055 to \$117,050 through 2038; interest payable at 3.65%. Secured by revenues of the City. Proceeds used to finance certain capital improvements.	32,534	661,666	694,200
\$256,191, City of Belleair Beach, Florida Revenue Bonds Series 2018B, due in annual installments of \$12,956 to \$20,372 through 2038; interest payable at 4.62%. Secured by revenues of the City. Proceeds used to finance certain capital improvements.	4,675	103,525	108,200
\$512,367, City of Belleair Beach, Florida Revenue Bonds Series 2018C, due in annual installments of \$40,018 to \$65,006 through 2038; interest payable at 3.65%. Secured by revenues of the City. Proceeds used to finance certain capital improvements.	18,096	368,051	386,147
<b>Total Governmental Activities</b>	<b>\$ 182,291</b>	<b>\$ 1,556,115</b>	<b>\$ 1,738,406</b>
<b>Business-Type Activities</b>			
<b>Revenue Bonds</b>			
\$45,000, City of Belleair Beach, Florida, Stormwater Utility System Revenue Note, Series 2020; due in annual installments of \$15,930 through 2024; interest payable at 3.75%. Secured by net revenues of the City. Proceeds used to fund the acquisition and installation of capital improvements for the City.	15,276	7,844	23,120
<b>Grand Total Long-Term Debt</b>			<b>\$ 1,761,526</b>

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 9 - NON-CURRENT LIABILITIES (Continued)**

**Annual Requirements to Amortize Debt Outstanding**

The annual requirements to amortize all debt outstanding as of September 30, 2022, are as follows:

Years Ending September 30,	Series 2005 Revenue Note		Series 2018A Revenue Bond	
	Principal	Interest	Principal	Interest
2023	\$ 120,000	\$ 20,798	\$ 32,534	\$ 25,338
2024	160,000	13,564	33,744	24,151
2025	160,000	6,330	34,997	22,919
2026	40,000	452	36,299	21,642
2027	-	-	37,648	20,317
2027-2031	-	-	210,307	79,921
2032-2036	-	-	252,419	38,578
2037-2041	-	-	56,252	2,053
	<u>\$ 480,000</u>	<u>\$ 41,144</u>	<u>\$ 694,200</u>	<u>\$ 234,919</u>

Years Ending September 30,	Series 2018B Revenue Bond		Series 2018C Revenue Bond	
	Principal	Interest	Principal	Interest
2023	\$ 4,675	\$ 4,999	\$ 18,096	\$ 14,094
2024	4,896	4,783	18,769	13,434
2025	5,128	4,557	19,467	12,749
2026	5,370	4,320	20,192	12,038
2027	5,624	4,072	20,941	11,301
2027-2031	32,371	16,206	116,982	44,456
2032-2036	40,786	7,987	140,406	21,459
2037-2041	9,350	432	31,294	1,142
	<u>\$ 108,200</u>	<u>\$ 47,356</u>	<u>\$ 386,147</u>	<u>\$ 130,673</u>

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 9 - NON-CURRENT LIABILITIES (Continued)**

**Business-Type Activities**

Years Ending September 30,	Series 2020 Stormwater Revenue Bond	
	Principal	Interest
2023	\$ 15,276	\$ 653
2024	7,844	121
	<u>\$ 23,120</u>	<u>\$ 774</u>

**NOTE 10 - INTERFUND TRANSFERS**

The composition of interfund transfers at September 30, 2022 is as follows:

Transfers Out	Transfers In Stormwater Fund
General Fund	\$ 25,000

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 11 - ASSESSMENTS**

The property owners of Bellevue Estates Island (BEI) were asked to sign a petition to City Council regarding the imposition of special assessments for fund utility undergrounding.

The special assessment area consists of a total of 115 properties. The cost of the utility undergrounding will be repaid as a non-ad valorem special assessment imposed against each property. The property owners may voluntarily prepay the special assessment, in full, at any time. Special assessments which are not prepaid will be collected in annual installments on the property tax bill mailed by the county tax collector each November, over a period not to exceed 20 years. Collection of annual installments began November 2018. The special assessment will be secured by a lien against the property in case of default.

The original assessments were imposed by City Resolution No. 2018-03 adopted by City Council on March 5, 2018. In July 2018, the City received binding construction cost estimates for the project which are higher than the estimates used to calculate the original assessments resulting in the need for additional assessment funding in order to pay for the project.

The Supplemental Assessment will be in addition to the Original Assessments imposed in March 2018. An additional \$640,000 in revenue will be collected through the Special Assessments. The City Council adopted Resolution No. 2018-16 to impose the Special Assessments on August 16, 2018.

Annual installments include annual interest of 3.65% plus annual collection and administration cost incurred by the City each year. The annual assessment revenue was \$99,433 for the year ended September 30, 2022.

There are two categories of property owners in Bellevue Estates Island. The first category chose to have the undergrounding done on their property prior to the City's undergrounding project. The properties in this category have a low annual assessment because they do not have to pay for any onsite improvements since they already had their utilities undergrounded. The annual assessment is as follows:

Rate of Assessment per dwelling unit	\$ 11,078
Rate of supplemental assessment per dwelling unit	<u>5,518</u>
Total	\$ 16,596
Maximum annual payment	\$ 1,267.70
Maximum payment term	20 years



**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 11 - ASSESSMENTS (Continued)**

The second category of homeowners did not previously have the utilities from the poles to their homes underground prior to the City's undergrounding project. These properties pay a higher annual assessment that includes their proportionate share of the improvements on their property. The annual assessment is as follows:

Rate of Assessment per dwelling unit	\$ 11,078
Rate of supplemental assessment per dwelling unit	5,518
Onsite improvements	<u>4,500</u>
Total	\$ 21,096
Maximum annual payment	\$ 1,611.70
Maximum payment term	20 years

**NOTE 12 - POST-EMPLOYMENT HEALTH CARE BENEFITS**

GASB Statement No. 75 *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, requires governments to account for other postemployment benefits (OPEB) on an accrual basis, rather than on a pay-as-you-go-basis. The effect is the recognition of an actuarially determined expense when a future retiree earns their postemployment benefits, rather than when they use their postemployment benefits.

Postemployment health care benefits are made available to the City's terminated employees in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Under COBRA, the City is required to offer an election to deceased or terminated participants, their spouses or dependents, to continue coverage in the health plan provided by the City. The cost of coverage which the City may charge the participant may not exceed 102% of the applicable premium.

Employees who retire from the City of Belleair Beach (City), and eligible dependents and survivors, are eligible to continue to participate in the City's health insurance programs at the "blended" employee group rate which is determined annually by the City and approved by the City Council. Retirees have 31 days to elect to enroll in the City's health insurance plan in which they were participating at the time of retirement unless otherwise stated in a plan document or collective bargaining agreement. As of September 30, 2022, there were no eligible retirees and dependents participating in the City's health program.

The City provides no funding for any portion of the premiums after retirement. However, the City recognizes that there may be an "implicit subsidy" arising as a result of the blended rate premium when retiree health care costs, on average, are higher than active employee healthcare costs. The plan is not accounted for as a trust fund as an irrevocable trust has not been established to fund the plan. The plan does not issue a separate financial report.

**CITY OF BELLEAIR BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**NOTE 12 - POST-EMPLOYMENT HEALTH CARE BENEFITS (Continued)**

As of September 30, 2022, the current health care premiums for the City's health plan are already age adjusted. Therefore, the contributions of the retirees and the age adjusted premiums would be equal. According to the actuary, this would create a liability of \$0.

It is important to note that if the City switches to a group plan with blended premiums or decides to pay for retirees healthcare benefits in the future, then this liability will no longer be \$0, and a full actuarial valuation will need to be performed.

**NOTE 13 - COMMITMENTS AND CONTINGENCIES**

*Grant Receipts*

Amounts received or receivable from grants are subject to audit and adjustment by the grantor. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the City expects such amount, if any, to be immaterial.

**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCE - BUDGET AND ACTUAL - CAPITAL PROJECTS FUND**  
**YEAR ENDED SEPTEMBER 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
<b>Revenues:</b>				
Intergovernmental	\$ 1,097,425	\$ 1,120,627	\$ 234,790	\$ (885,837)
Assessments	112,145	112,145	99,433	(12,712)
Total revenues	<u>1,209,570</u>	<u>1,232,772</u>	<u>334,223</u>	<u>(898,549)</u>
<b>Expenditures:</b>				
Current				
Physical environment	-	1,100	1,080	20
Capital outlay	1,302,925	1,294,927	77,790	1,217,137
Debt service				
Principal	214,603	244,703	244,508	195
Interest	75,662	75,662	73,742	1,920
Total expenditures	<u>1,593,190</u>	<u>1,616,392</u>	<u>397,120</u>	<u>1,219,272</u>
Deficiency of revenues under expenditures	<u>(383,620)</u>	<u>(383,620)</u>	<u>(62,897)</u>	<u>320,723</u>
<b>Other Financing Sources (Uses):</b>				
Transfers in	373,620	373,620	-	(373,620)
Interest on investments	10,000	10,000	1,487	(8,513)
Total other financing sources	<u>383,620</u>	<u>383,620</u>	<u>1,487</u>	<u>(382,133)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>(61,410)</u>	<u>\$ (61,410)</u>
<b>Fund Balance:</b>				
Beginning of year			<u>663,895</u>	
End of year			<u>\$ 602,485</u>	

**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCE - BUDGET AND ACTUAL - MARINA FUND**  
**YEAR ENDED SEPTEMBER 30, 2022**

	Original & Final Budget	Actual	Variance with Final Budget - Positive (Negative)
<b>Revenues:</b>			
Charges for services	\$ 84,220	\$ 82,804	\$ (1,416)
<b>Expenditures:</b>			
Current			
Materials and supplies	68,815	66,484	2,331
Utilities	7,500	3,314	4,186
Depreciation	2,865	2,599	266
Total expenditures	79,180	72,397	6,783
Excess of revenues over expenditures	5,040	10,407	(8,199)
<b>Other Financing Sources:</b>			
Investment earnings	2,460	455	(2,005)
Net change in fund balance	\$ 7,500	10,862	\$ (10,204)
<b>Fund Balance:</b>			
Beginning of year		354,824	
End of year		\$ 365,686	

**CITY OF BELLEAIR BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCE - BUDGET AND ACTUAL - STORMWATER FUND**  
**YEAR ENDED SEPTEMBER 30, 2022**

	Original & Final Budget	Actual	Variance with Final Budget - Positive (Negative)
<b>Revenues:</b>			
Charges for services	\$ 175,000	\$ 177,605	\$ 2,605
<b>Expenditures:</b>			
Current			
Personnel services	32,080	32,081	(1)
Contractual services	126,750	14,082	112,668
Repairs and maintenance	48,000	47,801	199
Depreciation	-	85,177	(85,177)
Interest	1,300	1,204	96
Total expenditures	208,130	180,345	27,785
Deficiency of revenues under expenditures	(33,130)	(2,740)	(25,180)
<b>Other Financing Sources (Uses):</b>			
Transfers in	803,130	25,000	(778,130)
Net change in fund balance	\$ 770,000	22,260	\$ (803,310)
<b>Fund Balance:</b>			
Beginning of year		1,718,734	
End of year		\$ 1,740,994	



**CITY OF BELLEAIR BEACH, FLORIDA  
CAPITAL ASSETS USED IN THE OPERATION OF  
GOVERNMENTAL FUNDS  
COMPARATIVE SCHEDULES BY FUNCTION AND ACTIVITY  
SEPTEMBER 30, 2022 AND 2021**

	2022				
	Total	Land	Buildings	Improvements Other Than Buildings	Equipment
<b>General Government:</b>					
<b>Control:</b>					
Administrative	\$ 12,584,131	\$ 1,426,738	\$ 4,225,071	\$ 6,903,050	\$ 29,272
Executive	24,003	-	-	-	24,003
Legislative	43,368	-	-	-	43,368
Total general government	12,651,502	1,426,738	4,225,071	6,903,050	96,643
Public works	118,614	-	-	-	118,614
Recreation	1,097,545	-	-	-	1,097,515
Total Governmental Funds Capital Assets	\$ 13,867,631	\$ 1,426,738	\$ 4,225,071	\$ 6,903,050	\$ 1,312,772

CITY OF BELLEAIR BEACH, FLORIDA  
CAPITAL ASSETS USED IN THE OPERATION OF  
GOVERNMENTAL FUNDS  
COMPARATIVE SCHEDULES BY FUNCTION AND ACTIVITY  
SEPTEMBER 30, 2022 AND 2021  
(Continued)

	2021				
	Total	Land	Buildings	Improvements Other Than Buildings	Equipment
<b>General Government:</b>					
<b>Control:</b>					
Administrative	\$ 12,543,579	\$ 1,426,738	\$ 4,207,506	\$ 6,880,062	\$ 29,273
Executive	24,003	-	-	-	24,003
Legislative	61,072	-	-	-	61,072
Total general government	12,628,654	1,426,738	4,207,506	6,880,062	114,348
Public works	118,614	-	-	-	118,614
Recreation	1,087,001	-	-	-	1,087,001
Total Governmental Funds Capital Assets	<u>\$ 13,834,269</u>	<u>\$ 1,426,738</u>	<u>\$ 4,207,506</u>	<u>\$ 6,880,062</u>	<u>\$ 1,319,963</u>

**CITY OF BELLEAIR BEACH, FLORIDA  
CAPITAL ASSETS USED IN THE OPERATION OF  
GOVERNMENTAL FUNDS  
SCHEDULE OF CHANGES BY FUNCTION AND ACTIVITY  
YEAR ENDED SEPTEMBER 30, 2022**

Function and Activity	Governmental Fund Capital Assets Beginning	Additions	Deductions	Governmental Fund Capital Assets Ending
<b>General Government:</b>				
Control:				
Administrative	\$ 12,543,579	\$ 40,552	\$ -	\$ 12,584,131
Executive	24,003	-	-	24,003
Legislative	61,072	37,238	54,942	43,368
Total general government	12,628,654	77,790	54,942	12,651,502
Public works	118,614	-	-	118,614
Recreation	1,087,001	10,514	-	1,097,515
Total Governmental Funds Capital Assets	\$ 13,834,269	\$ 88,304	\$ 54,942	\$ 13,867,631

DRAFT

### III. STATISTICAL SECTION

**CITY OF BELLEAIR BEACH, FLORIDA  
COMPONENTS OF NET POSITION  
LAST TEN FISCAL YEARS  
UNAUDITED**

**Schedule 1**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>Governmental activities:</b>										
Net investment in capital assets	\$ 8,789,772	\$ 8,890,667	\$ 9,397,531	\$ 9,027,104	\$ 5,613,438	\$ 6,203,405	\$ 5,859,020	\$ 5,564,233	\$ 4,819,447	\$ 4,815,617
Unrestricted	5,992,184	4,930,178	5,371,313	5,346,313	6,696,539	5,027,857	4,964,934	4,788,500	4,590,761	4,368,877
Total governmental activities	\$ 14,781,956	\$ 13,820,845	\$ 14,768,844	\$ 14,343,414	\$ 12,309,977	\$ 11,230,562	\$ 10,823,954	\$ 10,352,733	\$ 9,410,208	\$ 9,184,494
<b>Business-type activities:</b>										
Net investment in capital assets	\$ 1,648,774	\$ 1,693,878	\$ 36,673	\$ 39,624	\$ 42,489	\$ 46,549	\$ 48,977	\$ 37,683	\$ 25,831	\$ 32,240
Unrestricted	457,906	379,680	295,029	263,343	254,455	240,676	224,516	221,210	207,954	196,227
Total business-type activities	\$ 2,106,680	\$ 2,073,558	\$ 331,702	\$ 302,967	\$ 296,944	\$ 287,225	\$ 273,493	\$ 258,893	\$ 233,785	\$ 228,467
<b>Primary government:</b>										
Net investment in capital assets	\$ 10,438,546	\$ 10,584,545	\$ 9,434,204	\$ 9,066,725	\$ 5,655,927	\$ 6,249,954	\$ 5,907,997	\$ 5,601,916	\$ 4,845,278	\$ 4,847,857
Unrestricted	6,450,090	5,309,858	5,666,342	5,579,656	6,951,014	5,267,833	5,189,450	5,009,710	4,798,715	4,565,104
Total primary government	\$ 16,888,636	\$ 15,894,403	\$ 15,100,546	\$ 14,646,381	\$ 12,606,941	\$ 11,517,787	\$ 11,097,447	\$ 10,611,626	\$ 9,643,993	\$ 9,412,961

SOURCE: City of Belleair Beach Finance Department



**CITY OF BELLEAIR BEACH, FLORIDA  
CHANGES IN NET POSITION  
LAST TEN FISCAL YEARS  
UNAUDITED**

**Schedule 2**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>Expenses:</b>										
<b>Governmental activities -</b>										
General government	\$ 812,867	\$ 743,107	\$ 698,293	\$ 708,107	\$ 813,544	\$ 387,746	\$ 467,329	\$ 684,320	\$ 488,624	\$ 591,967
Public safety	569,810	535,629	523,617	554,535	492,171	469,979	470,532	454,371	438,853	435,287
Physical environment	891,758	882,166	1,011,544	1,004,359	561,053	1,086,669	882,622	682,547	803,110	599,649
Transportation	-	-	-	-	-	-	-	-	-	17,279
Culture and recreation	54,363	54,879	45,225	44,267	31,638	23,050	44,156	15,582	43,711	36,196
Debt service interest	76,111	94,305	102,163	116,578	33,330	51,386	57,507	63,306	69,258	75,429
<b>Total governmental activities</b>	<b>2,404,909</b>	<b>2,310,086</b>	<b>2,380,842</b>	<b>2,427,646</b>	<b>1,951,712</b>	<b>2,018,830</b>	<b>1,922,146</b>	<b>1,900,126</b>	<b>1,843,556</b>	<b>1,755,807</b>
<b>Business-type activities -</b>										
Marina	72,397	56,502	55,836	62,487	57,794	49,985	46,109	33,034	47,190	51,109
Stormwater	180,345	169,446	-	-	-	-	-	-	-	-
<b>Total business-type activities</b>	<b>252,742</b>	<b>225,948</b>	<b>55,836</b>	<b>62,487</b>	<b>57,794</b>	<b>49,985</b>	<b>46,109</b>	<b>33,034</b>	<b>47,190</b>	<b>51,109</b>
<b>Total primary government expenses</b>	<b>\$ 2,657,651</b>	<b>\$ 2,536,034</b>	<b>\$ 2,436,678</b>	<b>\$ 2,490,133</b>	<b>\$ 2,009,506</b>	<b>\$ 2,068,815</b>	<b>\$ 1,968,255</b>	<b>\$ 1,933,160</b>	<b>\$ 1,890,746</b>	<b>\$ 1,806,916</b>
<b>Program Revenues:</b>										
<b>Government activities -</b>										
Charges for services	\$ 1,048,799	\$ 856,195	\$ 735,917	\$ 1,097,291	\$ 522,831	\$ 483,299	\$ 444,068	\$ 422,884	\$ 408,474	\$ 406,761
Operating grants and contributions	9,931	130,832	24,914	106,864	4,836	1,166	1,189	1,200	1,201	1,198
<b>Total governmental activities program revenues</b>	<b>1,058,730</b>	<b>987,027</b>	<b>760,831</b>	<b>1,204,155</b>	<b>527,667</b>	<b>484,465</b>	<b>445,257</b>	<b>424,084</b>	<b>409,675</b>	<b>407,959</b>
<b>Business-type activities -</b>										
Charges for services -										
Marina	82,804	78,950	82,830	66,016	65,845	62,750	59,937	57,535	48,955	51,109
Stormwater	177,603	167,379	-	-	-	-	-	-	-	-
<b>Total business-type activities program revenues</b>	<b>260,409</b>	<b>246,329</b>	<b>82,830</b>	<b>66,016</b>	<b>65,845</b>	<b>62,750</b>	<b>59,937</b>	<b>57,535</b>	<b>48,955</b>	<b>51,109</b>
<b>Total primary government program revenues</b>	<b>\$ 1,319,139</b>	<b>\$ 1,233,356</b>	<b>\$ 843,661</b>	<b>\$ 1,270,171</b>	<b>\$ 593,512</b>	<b>\$ 547,215</b>	<b>\$ 505,194</b>	<b>\$ 481,619</b>	<b>\$ 458,630</b>	<b>\$ 459,068</b>
<b>Net Program (Expense) / Revenue:</b>										
Governmental activities	\$ (1,346,179)	\$ (1,323,059)	\$ (1,620,011)	\$ (1,223,491)	\$ (1,424,045)	\$ (1,534,365)	\$ (1,476,889)	\$ (1,476,042)	\$ (1,433,881)	\$ (1,347,848)
Business-type activities	7,667	20,381	26,994	3,529	8,051	12,765	13,828	24,501	1,765	-
<b>Total primary government program net (expense) / revenue</b>	<b>\$ (1,338,512)</b>	<b>\$ (1,302,678)</b>	<b>\$ (1,593,017)</b>	<b>\$ (1,219,962)</b>	<b>\$ (1,415,994)</b>	<b>\$ (1,521,600)</b>	<b>\$ (1,463,061)</b>	<b>\$ (1,451,541)</b>	<b>\$ (1,432,116)</b>	<b>\$ (1,347,848)</b>

SOURCE: City of Belleair Beach Finance Department

**CITY OF BELLEAIR BEACH, FLORIDA**  
**CHANGES IN NET POSITION**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**  
**(Continued)**

Schedule 2

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>General Revenues and Other Changes in Net Position:</b>										
<b>Governmental activities -</b>										
Property taxes	\$ 1,260,856	\$ 1,170,878	\$ 1,117,077	\$ 1,068,618	\$ 1,014,430	\$ 926,891	\$ 883,698	\$ 843,286	\$ 783,665	\$ 741,289
Franchise taxes	195,749	187,045	188,420	183,563	165,829	157,015	156,936	167,080	168,469	150,040
Sales taxes	366,446	310,256	269,750	276,874	274,629	261,396	262,590	244,972	227,014	216,612
Other taxes	379,214	367,966	360,414	1,550,055	945,416	486,692	553,302	772,722	521,486	344,195
State revenue sharing	52,899	45,588	44,303	44,806	44,529	44,257	44,022	43,889	39,733	42,905
Investment earnings	27,272	6,669	54,689	107,440	39,691	28,828	22,295	22,952	9,162	25,210
Miscellaneous	49,854	7,459	10,888	25,452	8,956	35,900	25,267	10,140	4,349	53,331
Total revenues	2,332,290	2,095,861	2,045,541	3,256,808	2,503,480	1,940,973	1,948,110	2,105,041	1,753,878	1,573,562
Transfers	(25,000)	(1,720,801)	-	-	-	-	-	-	-	-
Total governmental activities	2,307,290	375,060	2,045,541	3,256,808	2,503,480	1,940,973	1,948,110	2,105,041	1,753,878	1,573,562
<b>Business-type activities -</b>										
Investment earnings	455	674	1,741	2,494	1,668	967	772	607	553	869
Total revenues	455	674	1,741	2,494	1,668	967	772	607	553	869
Transfers	25,000	1,720,801	-	-	-	-	-	-	-	-
Total business-type activities	25,455	1,721,475	1,741	2,494	1,668	967	772	607	553	869
Total primary government	\$ 2,332,745	\$ 2,096,535	\$ 2,047,282	\$ 3,259,302	\$ 2,505,148	\$ 1,941,940	\$ 1,948,882	\$ 2,105,648	\$ 1,754,431	\$ 1,574,431
<b>Change in Net Position:</b>										
Government activities	\$ 961,111	\$ (947,999)	\$ 425,530	\$ 2,033,317	\$ 1,079,435	\$ 406,608	\$ 471,221	\$ 628,999	\$ 319,997	\$ 225,714
Business-type activities	31,122	1,741,856	28,735	6,023	9,719	13,722	14,600	25,108	2,318	869
Total primary government	\$ 994,233	\$ 793,857	\$ 454,265	\$ 2,039,340	\$ 1,089,154	\$ 420,340	\$ 485,821	\$ 654,107	\$ 322,315	\$ 226,583

SOURCE: City of Belleair Beach Finance Department

**CITY OF BELLEAIR BEACH, FLORIDA**  
**CHARGES FOR SERVICES BY FUNCTION AND PROGRAM**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**

**Schedule 3**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>Governmental Activities:</b>										
General government	\$ 134,400	\$ 99,657	\$ 49,544	\$ 84,378	\$ 51,164	\$ 55,021	\$ 64,065	\$ 63,989	\$ 55,712	\$ 63,421
Public safety	90,352	28,759	27,892	35,617	53,443	24,826	18,245	12,632	17,857	10,754
Physical environment	823,805	725,764	527,756	477,632	417,794	402,367	360,959	346,095	334,599	331,772
Transportation	-	-	-	-	-	-	-	-	-	398
Culture and recreation	242	2,015	414	870	430	1,035	799	168	306	416
Total government charges	1,048,799	856,195	605,606	598,497	522,831	483,299	444,068	422,884	408,474	406,761
<b>Business-Type Activities:</b>										
Marina	82,804	78,950	82,830	66,016	65,845	62,750	59,937	57,535	58,955	53,991
Stormwater	177,605	167,329	-	-	-	-	-	-	-	-
Total business-type charges	260,409	246,329	82,830	66,016	65,845	62,750	59,937	57,535	58,955	53,991
Total primary government	\$ 1,309,208	\$ 1,102,524	\$ 688,436	\$ 624,513	\$ 588,676	\$ 546,049	\$ 504,005	\$ 480,419	\$ 467,429	\$ 460,752

SOURCE: City of Belleair Beach Finance Department

**CITY OF BELLEAIR BEACH, FLORIDA**  
**GENERAL GOVERNMENTAL REVENUES BY SOURCE <sup>(1)</sup>**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**

**Schedule 4**

Year	Taxes	Licenses and Permits	Intergovernmental	Charges for Services	Assessments	Fines and Forfeitures	Interest	Miscellaneous	Total
2022	\$ 1,755,555	\$ 172,314	\$ 509,540	\$ 705,051	\$ 99,433	\$ 72,001	\$ 27,272	\$ 49,854	\$ 3,391,020
2021	\$ 1,652,537	\$ 179,776	\$ 560,028	\$ 539,653	\$ 119,454	\$ 17,312	\$ 6,669	\$ 10,089	\$ 3,085,518
2020	\$ 1,593,578	\$ 132,580	\$ 411,300	\$ 457,157	\$ 130,311	\$ 15,869	\$ 54,689	\$ 6,846	\$ 2,802,330
2019	\$ 1,519,216	\$ 106,938	\$ 1,711,564	\$ 419,857	\$ 538,794	\$ 31,702	\$ 107,440	\$ 25,452	\$ 4,460,963
2018	\$ 1,424,880	\$ 91,232	\$ 1,024,789	\$ 389,800	\$ -	\$ 41,799	\$ 49,691	\$ 8,956	\$ 3,031,147
2017	\$ 1,324,141	\$ 70,010	\$ 553,270	\$ 396,751	\$ -	\$ 16,538	\$ 28,828	\$ 35,900	\$ 2,425,438
2016	\$ 1,278,269	\$ 49,127	\$ 623,468	\$ 383,086	\$ -	\$ 11,855	\$ 22,295	\$ 5,345	\$ 2,373,445
2015	\$ 1,242,786	\$ 46,514	\$ 830,363	\$ 368,649	\$ -	\$ 7,721	\$ 22,952	\$ 10,140	\$ 2,529,125
2014	\$ 1,196,656	\$ 38,711	\$ 544,912	\$ 356,950	\$ -	\$ 12,813	\$ 9,162	\$ 4,349	\$ 2,163,553
2013	\$ 1,112,869	\$ 33,264	\$ 383,350	\$ 370,205	\$ -	\$ 3,292	\$ 25,210	\$ 53,331	\$ 1,981,521

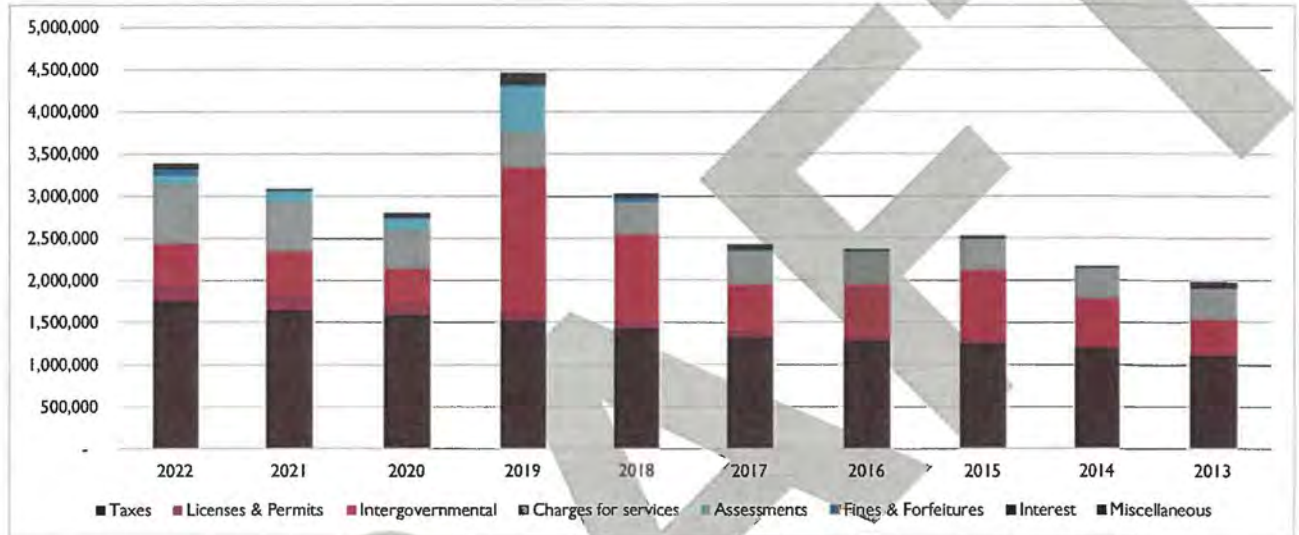
**GENERAL GOVERNMENTAL TAX REVENUE BY SOURCE <sup>(1)</sup>**

Year	Property Taxes	Franchise Taxes	Utility Taxes	Total
2022	\$ 1,260,856	\$ 195,749	\$ 298,950	\$ 1,755,555
2021	\$ 1,170,878	\$ 187,045	\$ 294,614	\$ 1,652,537
2020	\$ 1,117,077	\$ 188,420	\$ 288,081	\$ 1,593,578
2019	\$ 1,068,618	\$ 183,563	\$ 267,035	\$ 1,519,216
2018	\$ 1,014,430	\$ 165,829	\$ 244,621	\$ 1,424,880
2017	\$ 926,891	\$ 157,015	\$ 240,235	\$ 1,324,141
2016	\$ 883,698	\$ 156,936	\$ 237,635	\$ 1,278,269
2015	\$ 843,286	\$ 167,080	\$ 232,420	\$ 1,242,786
2014	\$ 783,665	\$ 168,469	\$ 244,522	\$ 1,196,656
2013	\$ 741,269	\$ 150,040	\$ 221,560	\$ 1,112,869

<sup>(1)</sup> Includes General Fund and Capital Projects Fund

**CITY OF BELLEAIR BEACH, FLORIDA  
GENERAL GOVERNMENTAL REVENUES BY SOURCE  
LAST TEN FISCAL YEARS  
UNAUDITED**

Schedule 5





**CITY OF BELLEAIR BEACH, FLORIDA  
COMPONENTS OF FUND BALANCE  
LAST TEN FISCAL YEARS  
UNAUDITED**

**Schedule 6**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>General Fund:</b>										
Nonspendable	\$ 8,226	\$ 27,430	\$ 21,718	\$ 10,225	\$ 8,069	\$ 7,741	\$ 9,767	\$ 10,763	\$ 17,176	\$ 7,762
Committed	1,127,250	1,090,250	1,104,000	1,090,000	1,000,000	840,000	840,000	840,000	840,000	840,000
Unassigned	4,346,297	3,241,604	3,041,366	2,923,947	2,253,167	2,844,738	3,353,880	3,161,321	3,129,744	3,203,575
Total general fund	<u>\$ 5,481,773</u>	<u>\$ 4,359,284</u>	<u>\$ 4,167,084</u>	<u>\$ 3,634,172</u>	<u>\$ 3,261,236</u>	<u>\$ 3,692,479</u>	<u>\$ 4,043,647</u>	<u>\$ 4,012,084</u>	<u>\$ 3,986,920</u>	<u>\$ 4,051,337</u>
<b>All other governmental funds:</b>										
Nonspendable	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed	602,485	663,895	1,255,216	1,724,616	3,497,113	1,358,689	1,005,960	873,480	902,075	640,146
Total all other governmental funds	<u>\$ 602,485</u>	<u>\$ 663,895</u>	<u>\$ 1,295,216</u>	<u>\$ 1,764,616</u>	<u>\$ 3,497,113</u>	<u>\$ 1,358,689</u>	<u>\$ 1,005,960</u>	<u>\$ 873,480</u>	<u>\$ 902,075</u>	<u>\$ 640,146</u>

SOURCE: City of Belleair Beach Finance Department

**CITY OF BELLEAIR BEACH, FLORIDA**  
**CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**

Schedule 7

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>Revenues:</b>										
Taxes	\$ 1,755,555	\$ 1,652,537	\$ 1,593,578	\$ 1,519,216	\$ 1,424,880	\$ 1,324,141	\$ 1,278,269	\$ 1,242,786	\$ 1,196,656	\$ 1,112,869
Licenses and permits	172,314	179,776	132,580	106,938	91,282	70,010	49,127	46,514	38,711	33,264
Intergovernmental	509,540	560,028	411,300	1,711,564	1,024,789	553,270	623,468	830,363	544,912	383,350
Charges for services	705,051	539,653	457,157	419,857	389,800	396,761	383,086	368,649	356,950	370,205
Assessments	99,433	119,454	130,311	538,794	-	-	-	-	-	-
Fines	72,001	17,312	15,869	31,702	41,799	16,538	11,855	7,721	12,813	3,292
Interest	27,272	6,669	54,689	107,440	49,691	38,828	22,295	22,952	9,162	25,210
Miscellaneous	49,854	10,089	6,846	25,452	8,956	35,900	5,345	10,140	4,349	53,331
<b>Total revenues</b>	<b>3,391,020</b>	<b>3,085,518</b>	<b>2,802,330</b>	<b>4,460,963</b>	<b>3,031,147</b>	<b>2,425,438</b>	<b>2,373,445</b>	<b>2,529,125</b>	<b>2,163,553</b>	<b>1,981,521</b>
<b>Expenditures:</b>										
General government	744,456	624,472	593,860	624,436	605,378	592,627	545,877	535,415	489,456	472,378
Public safety	570,964	533,885	523,617	554,535	492,181	469,979	470,532	454,371	438,765	435,136
Physical environment	653,287	1,179,890	1,286,675	4,286,830	1,826,924	1,137,445	907,660	1,302,460	780,482	575,203
Transportation	-	-	-	-	-	-	-	-	-	17,279
Culture and recreation	17,984	8,889	7,635	15,936	13,714	11,292	66,557	15,582	26,658	19,924
Debt service -										
Principal	244,508	572,429	224,091	236,491	160,000	160,000	160,000	160,000	160,000	160,000
Interest	73,742	97,274	106,982	102,296	51,845	52,824	58,776	64,728	70,680	76,632
<b>Total expenditures</b>	<b>2,304,941</b>	<b>2,016,839</b>	<b>2,742,860</b>	<b>5,820,524</b>	<b>3,150,032</b>	<b>2,423,877</b>	<b>2,209,402</b>	<b>2,532,556</b>	<b>1,966,041</b>	<b>1,756,552</b>
<b>Excess (deficiency) of revenue over (under) expenditures</b>	<b>1,086,079</b>	<b>1,068,679</b>	<b>59,470</b>	<b>(1,359,561)</b>	<b>(118,885)</b>	<b>1,561</b>	<b>164,043</b>	<b>(3,431)</b>	<b>197,512</b>	<b>224,969</b>
<b>Other Financing Sources (Uses):</b>										
Proceeds from issuance of debt	-	-	-	-	1,826,066	-	-	-	-	-
Proceeds from sale of capital assets	-	4,700	4,042	-	-	-	-	-	-	-
Transfers in	-	550,000	-	-	-	-	-	-	-	-
Transfers out	(25,000)	(1,022,500)	-	-	-	-	-	-	-	-
<b>Total other financing sources (uses)</b>	<b>(25,000)</b>	<b>(467,800)</b>	<b>4,042</b>	<b>-</b>	<b>1,826,066</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balance</b>	<b>\$ 1,061,079</b>	<b>\$ (399,121)</b>	<b>\$ 63,512</b>	<b>\$ (1,359,561)</b>	<b>\$ 1,707,181</b>	<b>\$ 1,561</b>	<b>\$ 164,043</b>	<b>\$ (3,431)</b>	<b>\$ 197,512</b>	<b>\$ 224,969</b>
<b>Debt service as a percentage of noncapital expenditures</b>	<b>18%</b>	<b>21%</b>	<b>12%</b>	<b>6%</b>	<b>7%</b>	<b>9%</b>	<b>10%</b>	<b>9%</b>	<b>12%</b>	<b>13%</b>

SOURCE: City of Belleair Beach Finance Department

**CITY OF BELLEAIR BEACH, FLORIDA**  
**GENERAL GOVERNMENTAL EXPENDITURES BY SOURCE <sup>(1)</sup>**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**

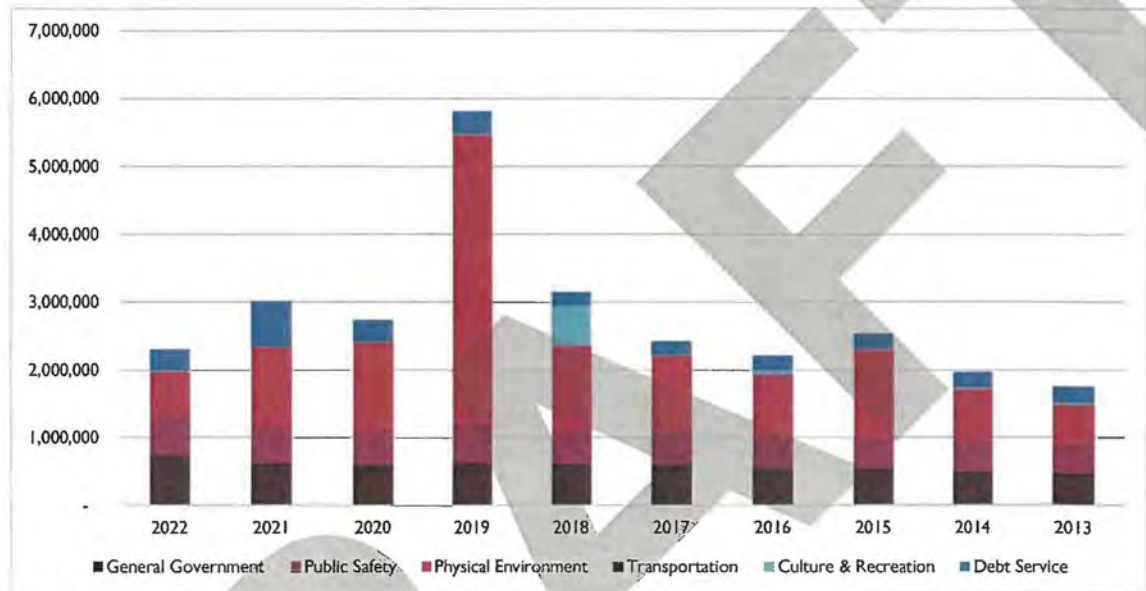
Schedule 8

Year	General Government	Public Safety	Physical Environment	Transportation	Culture and Recreation	Debt Service	Total
2022	\$ 744,456	\$ 570,964	\$ 653,287	\$ -	\$ 17,984	\$ 318,250	\$ 2,304,941
2021	\$ 624,472	\$ 533,885	\$ 1,179,890	\$ -	\$ 8,889	\$ 669,703	\$ 3,016,839
2020	\$ 593,860	\$ 523,617	\$ 1,286,675	\$ -	\$ 7,635	\$ 331,073	\$ 2,742,860
2019	\$ 624,436	\$ 554,535	\$ 4,286,830	\$ -	\$ 15,936	\$ 338,787	\$ 5,820,524
2018	\$ 605,378	\$ 492,171	\$ 1,257,165	\$ -	\$ 583,473	\$ 211,845	\$ 3,150,032
2017	\$ 592,627	\$ 469,979	\$ 1,137,155	\$ -	\$ 11,292	\$ 212,824	\$ 2,423,877
2016	\$ 545,877	\$ 470,532	\$ 907,660	\$ -	\$ 66,557	\$ 218,776	\$ 2,209,402
2015	\$ 535,415	\$ 454,371	\$ 1,302,460	\$ -	\$ 15,582	\$ 224,728	\$ 2,532,556
2014	\$ 489,456	\$ 438,765	\$ 780,482	\$ -	\$ 26,658	\$ 230,680	\$ 1,966,041
2013	\$ 472,378	\$ 435,136	\$ 575,203	\$ 17,279	\$ 19,924	\$ 236,632	\$ 1,756,552

(1) Includes general fund and capital projects fund.

**CITY OF BELLEAIR BEACH, FLORIDA  
GENERAL GOVERNMENTAL EXPENDITURES BY SOURCE  
LAST TEN FISCAL YEARS  
UNAUDITED**

**Schedule 9**



**CITY OF BELLEAIR BEACH, FLORIDA**  
**ASSESSED VALUE AND ACTUAL VALUE OF TAXABLE PROPERTY**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**

Schedule 10

Year	Real Property	Personal Property	Total Assessed Value	Exemptions	Assessed Value of Operations	Total Direct Tax Rate
2022	\$ 728,312,390	\$ 2,042,663	\$ 730,355,053	\$ 404,305,750	\$ 1,134,660,803	2.0394
2021	\$ 638,093,942	\$ 2,023,443	\$ 640,117,385	\$ 238,920,572	\$ 879,087,957	2.0394
2020	\$ 592,261,368	\$ 1,971,273	\$ 594,232,641	\$ 172,559,265	\$ 766,791,906	2.0394
2019	\$ 564,693,910	\$ 1,948,272	\$ 566,642,182	\$ 181,008,334	\$ 747,650,516	2.0394
2018	\$ 540,493,808	\$ 1,848,540	\$ 542,342,348	\$ 182,548,030	\$ 724,890,378	2.0394
2017	\$ 510,863,592	\$ 1,931,873	\$ 512,795,465	\$ 169,797,907	\$ 682,593,372	2.0394
2016	\$ 475,752,224	\$ 1,816,732	\$ 477,568,956	\$ 156,051,630	\$ 633,620,586	2.0394
2015	\$ 446,072,813	\$ 1,868,800	\$ 447,941,613	\$ 151,562,391	\$ 599,504,004	2.0394
2014	\$ 419,789,096	\$ 2,019,477	\$ 421,808,573	\$ 157,845,919	\$ 579,654,492	2.0394
2013	\$ 394,583,151	\$ 1,940,046	\$ 396,523,197	\$ 79,546,569	\$ 476,069,766	2.0394

SOURCE: Pinellas County Property Appraiser



**CITY OF BELLEAIR BEACH, FLORIDA**  
**PROPERTY TAX RATES PER \$1,000 OF TAXABLE VALUE -**  
**ALL DIRECT AND OVERLAPPING GOVERNMENTS**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**

Schedule 11

Fiscal Year	City	Pinellas County General Fund	Pinellas County Health Department	Pinellas County Planning Council	Pinellas County School Board	Emergency Medical Services	Southwest Florida Water Management District	Juvenile Welfare Board	Total
2022	2.0394	4.7398	0.0790	0.0210	5.9630	0.8775	0.2260	0.8508	14.7965
2021	2.0394	5.1302	0.0790	0.0150	6.3250	0.9158	0.2535	0.8981	15.6560
2020	2.0394	5.2755	0.0835	0.0150	6.4270	0.9158	0.2669	0.8981	15.9212
2019	2.0394	5.2755	0.0835	0.0150	6.5840	0.9158	0.2801	0.8981	16.0914
2018	2.0394	5.2133	0.0622	0.0150	6.8105	0.9158	0.2955	0.8981	16.2498
2017	2.0394	5.2133	0.0622	0.0150	7.0925	0.9158	0.3131	0.8981	16.5494
2016	2.0394	5.2133	0.0622	0.0150	7.3802	0.9158	0.3317	0.8981	16.8557
2015	2.0394	5.2133	0.0622	0.0160	7.8322	0.9158	0.3488	0.8981	17.3258
2014	2.0394	5.2133	0.0622	0.0160	7.9032	0.9158	0.3658	0.8981	17.4138
2013	2.0394	5.2133	0.0622	0.0160	8.1222	0.9158	0.3818	0.8981	17.6488

SOURCE: Pinellas County Tax Collector

**CITY OF BELLEAIR BEACH, FLORIDA  
ASSESSED VALUATIONS, MILLAGE AND TAXES LEVIED AND COLLECTED  
LAST TEN FISCAL YEARS  
UNAUDITED**

**INFORMATION NOT AVAILABLE**

**CITY OF BELLEAIR BEACH, FLORIDA  
PRINCIPAL TAXPAYERS  
2022 AND NINE YEARS AGO  
UNAUDITED**

Schedule 13

Fiscal Year 2022			Fiscal Year 2013		
Taxpayer	Total Taxable Value	Percentage	Taxpayer	Total Taxable Value	Percentage
Alanik Properties LLC	\$ 6,828,800	0.94%	Radke, Heather M Revocable Trust	\$ 5,478,628	1.39%
Marion, Lisa A TRE	5,783,651	0.79%	Saint Antonio's Investment LLC	3,114,626	0.79%
7S Investments LLC	5,461,276	0.75%	DM Belleair Development LLC	2,180,400	0.55%
Snider, Mark S	3,049,847	0.42%	Steslicki, Sarah L	1,858,888	0.47%
Belleair Beach 17 Land Trust	2,908,466	0.40%	Prescott, Douglas S.	1,769,589	0.45%
Ane Arizona LLC	2,648,352	0.36%	Arfman, Dale C	1,727,722	0.44%
Marion, Joel G TRE	2,579,438	0.35%	Emanuel, James M	1,689,296	0.43%
Glynn, Ellen M Rev Trust	2,509,194	0.34%	Brinton, Anthony	1,666,696	0.42%
BBC Acquisition Group LLC	2,503,215	0.34%	G & G Suncoast Development LLC	1,598,032	0.40%
Shukla, Rahul	2,487,268	0.34%	Ewing, Owen C	1,559,877	0.40%
Total of Principal Taxpayers	36,759,507	5.05%	Total of Principal Taxpayers	22,643,754	5.74%
Total All Other Taxpayers	691,552,883	94.95%	Total All Other Taxpayers	371,939,397	94.26%
Total Taxable Value	\$ 728,312,390	100.00%	Total Taxable Value	\$ 394,583,151	100.00%

Data represents taxpayers in Pinellas County since there are no commercial businesses within Belleair Beach City limits  
SOURCE: Pinellas County Property Appraiser

**CITY OF BELLEAIR BEACH, FLORIDA  
PROPERTY TAX LEVIES AND COLLECTIONS  
LAST TEN FISCAL YEARS  
UNAUDITED**

**Schedule 14**

Year	Total Assessed Valuation	Amount of Taxable Assessed Valuation	Levy	Collection Within the Fiscal Year of Levy		Collections to Date	
				Amount	Percentage <sup>(1)</sup> of Levy	Amount	Percentage of Levy
2022	\$ 1,134,660,803	\$ 730,355,053	1,303,977	1,260,856	97%	1,260,856	97%
2021	\$ 879,087,957	\$ 640,117,385	1,212,819	1,170,878	97%	1,170,878	97%
2020	\$ 766,791,906	\$ 594,232,641	1,155,678	\$ 1,117,077	97%	1,117,077	97%
2019	\$ 747,650,516	\$ 566,642,182	1,106,053	\$ 1,068,618	97%	1,068,618	97%
2018	\$ 724,890,378	\$ 542,342,348	1,046,825	\$ 1,014,430	97%	1,014,430	97%
2017	\$ 682,593,372	\$ 512,795,465	975,678	\$ 926,891	95%	926,891	95%
2016	\$ 633,620,586	\$ 477,568,956	914,388	\$ 879,447	96%	883,698	97%
2015	\$ 599,504,004	\$ 447,941,613	860,681	\$ 831,259	97%	843,286	98%
2014	\$ 580,291,128	\$ 421,808,573	810,195	\$ 783,588	97%	783,665	97%
2013	\$ 476,069,766	\$ 396,523,197	763,299	\$ 738,429	97%	741,269	97%

(1) Florida Statutes provide for a discount of up to four percent for early payment of ad valorem taxes.

All unpaid taxes become delinquent on April 1, and are sold at auction on June 1 of each year as tax certificates.

The City, after all tax certificates are sold, has fully collected all ad valorem tax revenues.

SOURCE: Pinellas County Tax Collector Office

**CITY OF BELLEAIR BEACH, FLORIDA  
OUTSTANDING DEBT BY TYPE  
LAST TEN FISCAL YEARS  
UNAUDITED**

**Schedule 15**

Fiscal Year	Governmental Activities			Business-Type Activities			Total Primary Government	Per Capita
	General Obligation Bonds	Revenue Loan/Bonds	Capital Leases	General Obligation Bonds	Revenue Loan/Bonds	Capital Leases		
2022	\$ -	\$ 1,668,547	\$ -	\$ -	\$ 23,120	\$ -	\$ 1,691,667	#DIV/0!
2021	\$ -	\$ 1,913,055	\$ -	\$ -	\$ 32,845	\$ -	\$ 1,950,900	1,195
2020	\$ -	\$ 2,525,484	\$ -	\$ -	\$ -	\$ -	\$ 2,525,484	1,554
2019	\$ -	\$ 2,749,575	\$ -	\$ -	\$ -	\$ -	\$ 2,749,575	1,804
2018	\$ -	\$ 2,986,066	\$ -	\$ -	\$ -	\$ -	\$ 2,986,066	1,962
2017	\$ -	\$ 1,320,000	\$ -	\$ -	\$ -	\$ -	\$ 1,320,000	888
2016	\$ -	\$ 1,480,000	\$ -	\$ -	\$ -	\$ -	\$ 1,480,000	920
2015	\$ -	\$ 1,640,000	\$ -	\$ -	\$ -	\$ -	\$ 1,640,000	1,140
2014	\$ -	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000	1,164
2013	\$ -	\$ 1,960,000	\$ -	\$ -	\$ -	\$ -	\$ 1,960,000	1,269

SOURCE: City of Belleair Beach Finance Department



**CITY OF BELLEAIR BEACH, FLORIDA**  
**RATIO OF GENERAL REVENUE AND DEBT OUTSTANDING**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**

Schedule 16

Fiscal Year	General Revenue Debt	Percentage of Estimated Actual Taxable Value of Property <sup>(1)</sup>	Total Outstanding Per Capita <sup>(2)</sup>
2022	\$ 1,691,667	\$ 0.23%	#DIV/0!
2021	\$ 1,950,900	\$ 0.30%	1,195
2020	\$ 2,525,484	\$ 0.42%	1,554
2019	\$ 2,749,575	\$ 0.49%	1,804
2018	\$ 2,986,066	\$ 0.55%	1,962
2017	\$ 1,320,000	\$ 0.26%	888
2016	\$ 1,480,000	\$ 0.31%	920
2015	\$ 1,640,000	\$ 0.37%	1,140
2014	\$ 1,800,000	\$ 0.43%	1,164
2013	\$ 1,960,000	\$ 0.49%	1,269

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data.

(2) Population data can be found in the Schedule of Demographic and Economic Statistics.

**CITY OF BELLEAIR BEACH, FLORIDA  
COMPUTATON OF DIRECT AND OVERLAPPING DEBT -  
GENERAL OBLIGATIONS  
UNAUDITED**

**INFORMATION NOT AVAILABLE**

**CITY OF BELLEAIR BEACH, FLORIDA  
PLEDGED REVENUE COVERAGE  
LAST TEN FISCAL YEARS  
UNAUDITED**

**INFORMATION NOT AVAILABLE**

**CITY OF BELLEAIR BEACH, FLORIDA  
MISCELLANEOUS DEMOGRAPHICAL STATISTICS  
LAST TEN FISCAL YEARS  
UNAUDITED**

**INFORMATION NOT AVAILABLE**

CITY OF BELLEAIR BEACH, FLORIDA  
PRINCIPAL EMPLOYERS  
2022 AND NINE YEARS AGO  
UNAUDITED

INFORMATION NOT AVAILABLE



**CITY OF BELLEAIR BEACH, FLORIDA**  
**FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION**  
**LAST TEN FISCAL YEARS**  
**UNAUDITED**

Schedule 21

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>Full-time employees on City Payroll as of September 30, (1)</b>										
General Government	3	3	3	4	3	4	4	4	4	4
Public Works	2	3	3	3	3	2	3	3	3	3
Police	0	0	0	0	0	0	0	0	0	0
<b>Total general government</b>	<b>5</b>	<b>6</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>6</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>

The City contracts with the Pinellas County Sheriff for police protection, which became effective in fiscal year 2007.  
 SOURCE: City employment records

**CITY OF BELLEAIR BEACH, FLORIDA  
MISCELLANEOUS STATISTICAL DATA  
UNAUDITED**

Schedule 22

Date of Incorporation 1950  
Form of Government City Council / City Manager  
Number of Employees 5  
Paved Streets 7.25 miles  
Law Enforcement Pinellas County Sheriff's Office effective June 1, 2007  
Resident Utilities: Duke Energy - electricity  
Pinellas County Utilities - water, reclaimed water, sewer  
Waste Management - garbage and recycling  
Clearwater Gas - gas

**Recreation Facilities:**

Parks 11 and access to additional 3  
Playgrounds 1  
Beaches 4,500 feet  
Tennis 2 courts  
Basketball Court 1 court  
Marina 19 boat slips  
Boat Ramp 1  
Fishing Docks 5

**Population and Source:**

Year	Population	Source
2022	1,643	University of Florida, Bureau of Economic & Business Research
2021	1,633	University of Florida, Bureau of Economic & Business Research
2020	1,625	University of Florida, Bureau of Economic & Business Research
2019	1,524	Pinellas County Economic Development Research
2018	1,522	Pinellas County Economic Development Research
2017	1,497	www.esri demographic estimates
2016	1,609	fact finder US Census Bureau
2015	1,439	www.esri demographic estimates
2015	1,439	www.esri demographic estimates
2014	1,547	www.esri demographic estimates
2013	1,544	U.S. Census Bureau
2012	1,558	University of Florida
2011	1,563	University of Florida
2010	1,608	University of Florida
2000	1,633	historical City data
1990	2,070	historical City data
1980	1,643	historical City data
1970	952	historical City data
1960	563	historical City data

**CITY OF BELLEAIR BEACH, FLORIDA  
OPERATING INDICATORS BY FUNCTION  
LAST TEN FISCAL YEARS  
UNAUDITED**

**Schedule 23**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>Public Safety *</b>										
Police Arrest	99	58	74	31	66	63	38	51	56	44
Parking violations	339	14	30	30	265	240	245	174	227	102
Traffic violations	364	170	136	207	254	164	137	148	176	143
Warning citations	1,580	1,279	835	1,404	1,471	756	796	724	422	373
<b>Culture and Recreation:</b>										
Beach parking permits & parking decals issued **	852	839	772	890	884	760	733	825	629	548
Library card reimbursements ***	42	58	48	93	120	101	108	105	115	119
<b>Marina</b>										
Boat Slips ****	19	19	19	19	19	19	19	19	20	20

\* Effective June 1, 2007 law enforcement was contracted out to the Pinellas County Sheriff's Office.

\*\* Includes beach parking permits for owners, renters, and marina slip renters

\*\*\* The City of Belleair Beach offers payment for residents' library cards by reimbursement to the resident.

\*\*\*\* Slips 19 and 20 were combined in 2014 to make a larger slip

**CITY OF BELLEAIR BEACH, FLORIDA  
CAPITAL ASSET STATISTICS BY FUNCTION  
LAST TEN FISCAL YEARS  
UNAUDITED**

**Schedule 24**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>Public Safety</b>										
Police stations *	0	0	0	0	0	0	0	0	0	0
<b>Highways and Streets:</b>										
Bridges	2	2	2	2	2	2	2	2	2	2
Street (miles)	8	8	8	8	8	8	8	8	8	8
Curb (miles)	16	16	16	16	16	16	16	16	16	16
Intersection traffic signal - Gulf Blvd / Causeway	1	1	1	1	1	1	1	1	1	1
Pedestrian beacons / crosswalks	5	5	5	5	5	5	5	5	5	5
<b>Culture and Recreation</b>										
Cul de Sacs	8	8	8	8	8	8	8	8	8	8
Docks	5	5	5	5	5	5	5	5	5	5
Park acreage	5	5	5	5	5	5	5	5	5	5
Parks **	11	11	11	11	11	11	11	11	11	11
Tennis Courts	2	2	2	2	2	2	2	2	2	2

\* Effective June 1, 2007 law enforcement service was contracted out to the Pinellas County Sheriff's Office

\*\* City of Belleair Beach residents are allowed access to additional 3 parks at Belleair Shore and 1 at Bayside Park. These parks are maintained by the City of Belleair Beach.

This page intentionally left blank.



DRAFT

#### IV. COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor, City Council Members  
City of Belleair Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the budgetary comparison for the General Fund of the City of Belleair Beach, Florida, (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 6, 2023.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Honorable Mayor, City Council Members  
City of Belleair Beach, Florida

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pensacola, Florida  
March 6, 2023



## MANAGEMENT LETTER

To the Honorable Mayor, City Council Members  
City of Belleair Beach, Florida

### Report on the Financial Statements

We have audited the financial statements of the City of Belleair Beach, Florida, (the City) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 6, 2023.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated March 6, 2023, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made on internal control and compliance issues during the preceding annual financial audit.

Honorable Mayor, City Council Members  
City of Belleair Beach, Florida

### **Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The official title and legal authority for the City of Belleair Beach, Florida has been disclosed in Note 1 to the financial statements.

### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such communications.

### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Pensacola, Florida  
March 6, 2023



**INDEPENDENT ACCOUNTANT'S REPORT  
ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES**

Honorable Mayor, City Council Members  
City of Belleair Beach, Florida

We have examined the City of Belleair Beach, Florida's (the City's) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2022. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such procedures as we considered necessary in the circumstances. We believe that our examination provided a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City of Belleair Beach, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the City of Belleair Beach, Florida, and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Pensacola, Florida  
March 6, 2023



**City Manager Report  
March 2023**

<b>Project</b>	<b>Key Dates</b>	<b>Unforeseen Issues</b>	<b>Assistance Required</b>	<b>Status</b>
B22-01: 12th/13th Street & Bay Drive – BMP 7&8	March 1 <sup>st</sup> – Curb segment on 13 <sup>th</sup> Street removed and replaced.	None	None	City Manager will release and pay retainage once contractor releases all material/sub-contractor liens on City.
Gulf Blvd Undergrounding	March 1 <sup>st</sup> – Progress meeting.	None	None	Status of material delivery – Duke Energy rep. stated that she doesn't have a material delivery status update, and she will keep checking until she has an answer. Permitting on schedule.
Gulf of Mexico Buoy Replacement	February 27 <sup>th</sup> – Helical anchors installation PO issued to American Underwater Contractors, Inc. in the amount of \$ \$7,920.00.	None	None	The contractor is confident he will find most of the existing helical anchors installed. \$588.00/anchor if needed.
Stormwater Improvement Projects	February 22 <sup>nd</sup> – CAC recommendation. March 20 <sup>th</sup> – City Council Work Session presentation of bond issue proposal.	None	None	CAC recommended proposal to combine five stormwater projects funded by government loan.
Code Enforcement Analysis Project	Community Services Administrator beginning citywide routine inspections to assist enforcement.	None	None	Implementing quadrant plan
Children's Playground Replacement	April 14 <sup>th</sup> – Shipping date.	None	None	New equipment is on back order. City Manager coordinating removal with Used Children's Playsets, LLC.

City Hall Generator		None	None	Received a proposal for used diesel generator on trailer in the amount of \$97,848.47.
Morgan Park Parking Lot Restoration	<b><u>COMPLETE</u></b>	None	None	Reopened February 16 <sup>th</sup>
B22-02 7th Street Seawall Renovation, 7th Street Boat Ramp Replacement, and 16th Street Seawall Renovation	<b><u>COMPLETE</u></b>	None	None	Complete – Engineer and Contractor purchase orders are closed.

**ORDINANCE 23-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA; AMENDING SECTION 94-220 PERTAINING TO THE TABLE OF DESIGNATED LIVING AREAS AND HOUSING SETBACKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Belleair Beach, Florida is empowered to establish and enforce zoning and building regulations of the city as are necessary for the protection of the public; and

**WHEREAS**, the Belleair Beach Zoning Code is in need of revisions to clarify and correct codified information in Section 94-220, Table I of the City Code on the applicable setback provisions for properties in Bellevue Estates and Bellevue Estates Island; and

**WHEREAS**, the City Council of the City of Belleair Beach finds it necessary to amend the code for the preservation of the character of its community and clarified administration of its land development regulation;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH** as follows:

**Section 1.** Section 94-220 of the Belleair Beach City Code entitled *Minimum living areas and setbacks* is amended to read as follows:

**Sec. 94-220. Minimum living areas and setbacks.**

Within the residential low (RL) district II, the following ~~maximum~~ minimum living areas and minimum house setbacks are established to be:



**TABLE I**

SUBDIVISION TITLE	MINIMUM LIVING AREA* (square feet)		MINIMUM HOUSE SETBACK** (feet)			
	1st Floor	2nd Floor	Front	Side	Rear	Water
<b>BELLEAIR BEACH</b>						
1st Addition:						
Lots 1, 2, and 3	1,000	200	25	15	—	30
Lot 4	1,000	200	25	10	25	30
Units A, C, E and D	1,000	200	25	7	7	30
<b>MCLAUGHLIN</b>	1,000	200	25	7	7	30
<b>BB YACHT CLUB ESTATES:</b>						
Units A and B	1,500	250	25	7	7	30
Unit C	1,250	500	25	7	7	30
Units D, F and G	1,000	200	25	7	7	—
<b>BELLEVUE BELLEVUE ESTATES:</b>						
Lots 1 and 2	1,200	200	25	10	15	—
1st Addition:						
Lots 13—24	1,200	200	25	10	15	—
Lots 25 and 27	1,500	200	25	10	—	30
(Lot 26 is a public park)						
2nd Addition:						
Lot 29	1,500	200	25	10	—	30
Lots 30 and 31	1,200	200	25	10	15	—
3rd Addition:						
Lots 32, 33 and 34	1,500	250	25	7	—	30
4th Addition:						
Lots 35—40 and 44—49	1,200	200	25	10	15	—
Lots 41, 42 and 43	1,500	200	25	10	—	30
5th Addition:						
Lots 50—63	1,200	200	25	10	15	—
Lots 64 and 65	1,500	200	25	7	—	25
6th Addition:						
Lots 66—72, 76—89 and 93—99	1,200	200	25	10	15	—
Lots 73—75 and 90—92	1,500	200	25	10	—	30
7th Addition:						
Lots 100—106 and 128—131	1,200	200	25	10	15	—
Lot 107	1,500	200	25	10	—	30
(Lot 108 is a park)						
Lots 109—118 and 132	1,350	200	25	10	—	30



Lots 120—127	1,100	200	25	10	15	—
<del>BELLEVUE BELLEVUE</del> ESTATES ISLAND	1,350	200	25	10	—	25
1st, 2nd and 3rd Additions						
Except the following lots of Bellevue Estates <del>Island</del> when used only as single lots;			<del>Lots</del> 3, 4, 9—13, 20, 21, 32—34, 41—47, 50, 51, 72—75, 83-87, 97 plus 0.50 of 98, 109, 112, 113, 114, 116; and Madison Replat; lots 0.50 of 98, plus 99 and 100 which shall be 7.5 feet for side setbacks			
WINSTON ESTATES						
Lots 1—46	1,200	200	25	7	15	—
Lots 47—50	1,200	200	25	7	—	30
WINSTON ESTATES ADDITION						
Lots 1—4	1,200	200	25	7	15	30
HOWARD ESTATES, UNIT 1						
Lots 1—18	1,000	200	25	7	7	—
Lots 19—53	1,500	200	25	7.5	—	30
Water Lot A	1,000	200	25	7	—	25
BILTMORE ISLES						
Single-story	1,350	—	25	7.5	—	30
Two-story	1,100	250	25	7.5	—	30
BELLE ISLE						
Single-story**	1,500	—	25	10	—	25
Two-story**	1,500	—	25	10	—	25
Except the following lots in Belle Isle which may have 7.5 foot side setbacks			<del>Lots</del> 1, 2, 6, 7, 8, 11—15, 37, 38, 42—44, 46—48, 51-53, 55, 59, 61—63			
<del>BELLEVUE ESTATES</del> <del>ISLAND</del>	<del>1,350</del>	<del>200</del>	<del>25</del>	<del>7.5</del>	<del>—</del>	<del>25</del>

\* The term "living area" is defined as all enclosed areas of a dwelling, except garages, porches, facades and patios.

\*\* House setback may be subject to modifications under certain circumstances (see Division 3 of this Article).

**EXCEPTION:** The rear and interior side setbacks for certain corner lots of the same size or smaller than interior lots of a subdivision as hereinafter below listed are reduced to five (5) feet from the side and rear setbacks set forth above for the lots enumerated hereinafter, to wit:

**BELLEAIR BEACH SUBDIVISION UNIT A**

<i>Block</i>	<i>Lot</i>
3	9
4	9
5	1
5	13
4	2
6	1
8	1
8	2
9	1
9	2

**BELLEAIR BEACH SUBDIVISION UNIT C, BLOCK 2, LOT C,  
 BELLEAIR BEACH SUBDIVISION UNIT D**

<i>Block</i>	<i>Lot</i>
14	A
14	U
15	A

**BELLEAIR BEACH SUBDIVISION UNIT D**

<i>Block</i>	<i>Lot</i>
16	A
17	P
18	A
18	P

**BELLEAIR BEACH SUBDIVISION UNIT E**

<i>Block</i>	<i>Lot</i>
A	12
B	1
B	2
D	1

**BELLEAIR BEACH YACHT CLUB ESTATES UNIT C**

<i>Block</i>	<i>Lot</i>
—	1
—	11
—	12

**BELLEVUE ESTATES**

<i>Block</i>	<i>Lot</i>
—	1
—	12

**BELLEVUE, SECOND ADDITION**

<i>Block</i>	<i>Lot</i>
—	30
—	66
—	72
—	76
—	82
—	83
—	89
—	93
—	99

**BELLE ISLE SUBDIVISION**

<i>Block</i>	<i>Lot</i>
—	94

**HOWARD ESTATES**

<i>Block</i>	<i>Lot</i>
—	4
—	5
—	14
—	15
—	19
—	53

Southeast corner of Gulf Boulevard and Seventh Street, metes and bounds.

The term "interior-side setbacks" shall be deemed to mean a setback for a side yard that abuts another lot.

The above exemptions shall not permit a structure to be placed in a platted or deeded public easement.

A variance shall not be allowed for the lots subject to this exception to reduce the setback.

**Section 2. Severability.** It is declared to be the intent of the City Council of the City of Belleair Beach, Florida, that if any section, subsection, sentence, clause or provision of this ordinance is held invalid, or unconstitutional by any court of competent jurisdiction, the remainder of the ordinance shall be construed as not having contained said section, subsection, sentence, clause or provision and shall not be affected by such holding.

**Section 3. Effective Date.** This Ordinance shall take effect upon adoption by the City Council.

The above and foregoing Ordinance was read by title only and passed by a majority vote upon its first reading at a meeting of the City Council of the City of Belleair Beach, Florida, held on the 6th day of February 2023.

**ATTEST:**

\_\_\_\_\_  
Patricia A. Gentry, City Clerk

\_\_\_\_\_  
Dave Gattis, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Randol D. Mora, City Attorney

The above and foregoing Ordinance was read by title only and passed by a majority vote upon its second reading at a meeting of the City Council of the City of Belleair Beach, Florida, held on the 6th day of March 2023.

**ATTEST:**

\_\_\_\_\_  
Patricia A. Gentry, City Clerk

\_\_\_\_\_  
Dave Gattis, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Randol D. Mora, City Attorney



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

**Monday, February 6, 2023  
Community Center, 6:00 PM**

### **PUBLIC MEETING MINUTES**

The meeting was called to order by Mayor Dave Gattis. The invocation was given by Councilmember Frank Bankard, 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, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy D. Mora. Vice Mayor Jody Shirley 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 Zabel 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)**

Citizens Comments included, in part:

- Aaron Glanz, the newly hired Community Services Administrator, introduced himself to Council
- Tammie Levenda gave updates on the Park and Recreation Board, and the BBCF

**3. Presentation: Pinellas County Sheriff's Office.**

- **Law Enforcement monthly report**  
Sergeant Swiech reviewed the monthly report in the Packet
- **Code Enforcement monthly report**  
Deputy Klapka reviewed the monthly report in the Packet



**4. Presentation: Pinellas Suncoast Fire & Rescue District.**

- Chief Davidson gave a PSFRD update

**5. City Attorney Report.**

City Attorney Mora:

- Has been working with the Planning and Zoning Board on the Comprehensive Plan
- Continues work on the sign ordinance
- Addressed comments that had been made regarding his motives for his work product

**6. City Manager Report.**

City Manager Riefler reviewed his monthly report in the Agenda Packet, and answered questions regarding:

- The proposed generator
- The length of the 7th Street boat ramp
- An overgrown property that he had taken care of

**7. City Clerk Report.**

None.

**Consent Agenda**

**8. Approval of January 9, 2023, City Council Meeting Minutes.**

**9. Approval of January 23, 2023, City Council Work Session Minutes.**

**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 Appointment of Board of Adjustment Alternate Member.**

- **Marc Mariano**

**MOTION** was made by Councilmember Notaro and seconded by Councilmember Zabel to appoint Marc Mariano as an Alternate Member to the Board of Adjustment.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Aye

Councilmember Zabel	Yes
Mayor Gattis	Aye

**Motion passed 6-0.**

- 11. Consideration of Ordinance 23-01, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida; Amending Section 94-220 Pertaining To The Table Of Designated Living Areas And Housing Setbacks; Providing For Severability; And Providing For An Effective Date. (City Attorney Mora) (First Reading)**

City Attorney Mora read Ordinance 23-01 by Title only.

**MOTION** was made by Councilmember Bankard and seconded by Councilmember Roberts for Ordinance 23-01.

Discussion followed regarding the section below and a vote was taken.

**Sec. 94-220. Minimum living areas and setbacks.**

Within the residential low (RL) district II, the following ~~maximum~~ minimum living areas and minimum house setbacks are established to be ...

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Aye
Councilmember Zabel	Aye
Mayor Gattis	Aye

**Motion passed 6-0, with the change to be made to page one shown above prior to the second reading.**

- 12. Authorization to Execute Continuing Contracts for Engineering Services. (City Manager Riefler)**
- Authorize the City Manager to execute contracts for engineering services**

**MOTION** was made by Councilmember Zabel and seconded by Councilmember Notaro to authorize the City Manager to execute continuing contracts for engineering services.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Aye
Councilmember Zabel	Aye
Mayor Gattis	Aye

**Motion passed 6-0.**

- 13. Consideration of Approval for a Budget Amendment to Increase the Stormwater System Account. (City Manager Riefler)**
- **Project change orders**

**MOTION** was made by Councilmember Notaro and seconded by Councilmember Bankard to approve a budget amendment to increase the stormwater system account.

Councilmember Bankard	Yes
Councilmember Notaro	Yes
Councilmember Livingstone	Yes
Councilmember Roberts	Aye
Councilmember Zabel	Aye
Mayor Gattis	Aye

**Motion passed 6-0.**

- 14. Unfinished Business.**

None.

- 15. City Council Comments.**

Councilmember Roberts asked if bids for alternative approaches are considered for City projects. City Manager Riefler replied 'yes'.

Councilmember Notaro had no further comments.

Councilmember Livingstone stated that she had been contacted regarding faded street signs - Community Services Administrator Glanz will check all signs. She also asked that for safety purposes everyone be aware of foliage on their property blocking any signs. She welcomed Mr. Glanz to the City Staff.

Councilmember Bankard had no further comments.

Councilmember Zabel thanked Councilmember Bankard for the invocation and leading the pledge of allegiance.

Mayor Gattis advised that he and the BIG C Mayors had met with County Commissioner Brian Scott to discuss alternatives to beach nourishment. The beaches provide a substantial amount of revenue, and the County should consider returning some of that revenue for beach nourishment in order for the revenue to continue. They will be meeting again to take the County Administrator for a tour of the beaches and make him aware of the beach conditions. He will continue to provide updates at future meetings. He thanked everyone for attending in person and at home.

**ADJOURN**

**City Council Meeting**

**Monday, February 6, 2023**

**MOTION** was made by Councilmember Bankard and seconded by Councilmember Roberts to adjourn at 7:06pm.

**Motion passed 7-0.**

\_\_\_\_\_  
Date Approved

APPROVED: \_\_\_\_\_  
Dave Gattis, Mayor

ATTEST: \_\_\_\_\_  
Patricia A. Gentry, City Clerk





February 21, 2023

The Honorable Dave Gattis  
Office of the Mayor, City of Belleair Beach  
444 Causeway Boulevard  
Belleair Beach, FL 33786

Dear Mayor Gattis:

The Florida Council on Compulsive Gambling (FCCG) respectfully requests a proclamation declaring **Problem Gambling Awareness Month (PGAM)** in your municipality. The National Council on Problem Gambling has been recognizing March as National Problem Gambling Awareness Month for 20 years, and the **FCCG is the state affiliate – and only organization – that furnishes problem gambling services and supports to thousands of Floridians each year.** The proclamation will help raise awareness about gambling disorder, classified by the American Psychiatric Association as a behavioral addiction, which impacts millions of Floridians who struggle directly with gambling related difficulties or are adversely affected by a loved one's gambling problem.

Though most people who gamble do not experience negative consequences, hundreds of thousands of Floridians suffer in silence from a hidden addiction. Gambling disorder presents no visible symptoms – yet has the power to wreak havoc through the lives of individuals and their families. Our theme for PGAM this year reflects upon these impacts and the opportunities to raise awareness: ***"Shine the Light on Problem Gambling: In Life...When Gambling is No Longer a Game...Losing is Not an Option!"***

At a time when Americans are fighting inflation just to afford routine expenses like groceries, gas, and housing, it is not hard to imagine how a gambling addiction can financially sink a family – and for many, that is only the beginning. The consequences of a gambling problem often result in financial, legal, employment, and relationship difficulties, and ultimately can lead to the loss of life when hope disappears: suicidal ideation and attempts. **Floridians need to know that help and hope for problem gambling are available through the 24/7, Confidential, and Multilingual HelpLine: 888-ADMIT-IT.**

Disordered gambling affects more than 200,000 Floridians daily, which does not include the 8-10 others who are adversely affected by the gambler's activities – accounting for an estimated 1.5 million loved ones impacted. In addition, over 700,000 residents are at-risk of developing a gambling addiction.

Did you know that nearly 90% of Florida adults, ages 18 and older, have participated in some form of gambling? Among minors, ages 13-17, nearly 70% admit to betting, despite the legal gambling age of 18! Education is key in recognizing gambling activity and understanding the risks, especially at a time when new gambling opportunities continue to emerge in non-traditional mediums, such as in video games and through mobile apps. **A proclamation by you will help raise awareness about problem gambling, which is treatable for those who seek help and will educate the public about the 888-ADMIT-IT HelpLine.**

Enclosed please find the 2023 Proclamation Template to personalize and return to our office to confirm your support. **Kindly mail the completed proclamation back to us at P.O. Box 2309, Sanford, FL 32772.** In addition, we ask that you allow us to list your municipality on our website, [www.problemgamblingawarenessmonth.org](http://www.problemgamblingawarenessmonth.org), as a PGAM partner and supporter.

We appreciate your support in bringing attention to this public health issue and are enclosing some information that provides additional background on the prevalence of problem gambling in Florida and associated impacts. The FCCG would also be delighted to participate in any joint endeavors by providing speakers and/or other resources.

Sincerely,

Jennifer Kruse  
Executive Director

The Florida Council on Compulsive Gambling, Inc.  
P.O. Box 2309 Sanford, FL 32772  
Office 407.865.6200 / [www.GamblingHelp.org](http://www.GamblingHelp.org)  
[888-ADMIT-IT](http://888-ADMIT-IT) (888-238-3848)



# PROCLAMATION

## City of Belleair Beach

### PROBLEM GAMBLING AWARENESS MONTH

**WHEREAS**, problem gambling is a serious public health issue affecting one to three percent of the general adult population and often results in personal, financial, familial, legal, and other costs, including a high risk of suicide; and

**WHEREAS**, it is estimated that over 200,000 Florida adults of diverse age, race, ethnicity, and socio-economic status suffer from past-year gambling problems, and 700,000 more are at risk of developing such difficulties, constituting 4.7% of the adult population ages 18 and older; and

**WHEREAS**, it is further important to note that these statistics do not account for youth, who are increasingly and deceptively exposed to gambling concepts and are at an increased risk for developing gambling-related problems; and

**WHEREAS**, it is also essential to recognize problem gambling as a societal issue, with 8-10 additional people adversely impacted by every problem gambler, increasing the affected population by an estimated additional 1.5 million individuals, with conservative projected social costs amounting to more than \$9 billion nationally each year; and

**WHEREAS**, problem gambling is treatable for those who seek help, which minimizes the harm to Floridians and to the State as a whole; and

**WHEREAS**, any individual, professional, or other organization dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, toll-free, and 24-hour Problem Gambling HelpLine, 888-ADMIT-IT; and

**WHEREAS**, the Florida Council on Compulsive Gambling's public awareness campaign provides an opportunity to educate the public, policymakers, educators, businesses, mental health and criminal justice professionals, and others, about the potential adverse effects of gambling, as well as social, legal, financial, and emotional impacts and available supports; and

**WHEREAS**, any individual, professional, or other organization dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, toll-free, and 24-hour Problem Gambling HelpLine 888-ADMIT-IT; and

**WHEREAS**, the City of Belleair Beach can demonstrate its support in addressing problem gambling by raising public awareness through declaration of proclamation of the month of **March 2023 as Problem Gambling Awareness Month** in the City of Belleair Beach.

**NOW, THEREFORE, I**, Dave Gattis, Mayor of the City of Belleair Beach, Florida, do hereby proclaim the month of March 2023 as Problem Gambling Awareness Month in the City of Belleair Beach.

**IN WITNESS WHEREOF**, I set my hand and seal of the City of Belleair Beach to be affixed this 6th day of March 2023.

---

Dave Gattis, Mayor

ATTEST:

---

Patrícia A. Gentry, City Clerk

## RESOLUTION 2023-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, AMENDING PARKING PAY STATION HOURLY RATES AT BAYSIDE PARK, THE COMMUNITY CENTER CITY HALL, THE CITY MARINA, AND MORGAN DRIVE PARK; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Belleair Beach has pay-by-space parking pay stations at Bayside Park, the Community Center City Hall, the City Marina, and Morgan Drive Park parking lots; and

**WHEREAS**, the City of Belleair Beach recognizes that parking receipts can provide a source of revenue to the City; and

**WHEREAS**, the City of Belleair Beach had set the rate of \$4.00 per hour, Monday through Friday, and \$5.00 per hour on Weekends and Holidays; and

**WHEREAS**, the City Council of the City of Belleair Beach, after due consideration, desires to amend the applicable parking rates as follows;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, HEREBY RESOLVES AS FOLLOWS:**

1. The parking pay station rates shall be established as follows:

<b>Parking Lot</b>	<b>Lot Hours</b>	<b>Weekday Fee</b>	<b>Weekend &amp; Holiday Fee</b>	<b>Max Hours</b>	<b>Free Parking Times</b>
<b>Bayside Park</b>	6 a.m. - 9 p.m.	\$5.00/hr	\$10.00/hr	No Limit	None
<b>Marina</b>	6 a.m. – 11 p.m.	\$5.00/hr	\$10.00/hr	3	None
<b>Morgan Park</b>	6 a.m. – 9 p.m.	\$5.00/hr	\$10.00/hr	3	None
<b>City Hall</b>	24 hours	\$5.00/hr	\$10.00/hr	No Limit	4 a.m. – 8 a.m. 7 days/week

**PASSED AND ADOPTED** this 6th day of March 2023, at a Regular Meeting of the City Council of Belleair Beach, Florida, at which a quorum was present.

ATTEST:

APPROVED:

\_\_\_\_\_  
Patricia A. Gentry, City Clerk

\_\_\_\_\_  
David Gattis, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Randy D. Mora, City Attorney

## MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: March 2, 2023

SUBJECT: Authorization for City Manager to execute a Piggyback Agreement with Parkmobile, LLC

---

### Recommendation:

Authorize the City Manager to execute a Piggyback Agreement with Parkmobile, LLC. Pricing piggybacks the City of St. Petersburg Agreement dated December 4, 2020.

### History:

The City of Belleair Beach has purchased four parking meters and contracted with Cale America, Inc. for over 13 years. Metered lots include Bayside Park, Marina, Morgan Park, and City Hall.

### Background:

The manual parking meters require monthly maintenance from City staff members. Frequent repairs by staff are also required due to environmental stress on the meter components. Revenue and Expenditure data was analyzed and presented at the February 23, 2023 City Council Work Session. Calculations project net cost savings by converting the current system to ParkMobile pay-by-connected-device structure. If ParkMobile is approved, City Manager will pursue selling the existing parking meters to generate revenue back to the City.

### Attachments:

1. Parkmobile, LLC. Piggyback Agreement
2. City of St. Petersburg Agreement with Parkmobile, LLC
3. City of St. Petersburg RFP 7766 Technical Evaluation

This Piggyback Agreement (this "Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and City of Belleair Beach, a Florida municipality, with offices at 444 Causeway Blvd, Belleair Beach, FL 33786 ("Client" or "City"). ParkMobile and Client may be referred to collectively as the "Parties" or individually as a "Party." This Agreement will become effective as of the last signature date below (the "Effective Date").

**WHEREAS**, the Parties agree that ParkMobile entered into an Agreement with the City of St. Petersburg, dated December 4, 2020 (the "Underlying Contract"); and

**WHEREAS**, ParkMobile agrees to extend the certain terms and conditions of the Underlying Contract to Client; and

**WHEREAS**, the Underlying Contract is incorporated herein by reference and is attached as Exhibit "A" to this Agreement. All of the terms and conditions set forth in the Underlying Contract are fully binding on the Parties; and

**WHEREAS**, notwithstanding the requirement that the Underlying Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Underlying Contract as applied to this Agreement between ParkMobile and Client; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are hereby incorporated herein.
2. Definitions. Defined or capitalized terms used herein that are not defined by this Agreement shall have their meaning set out in the Underlying Contract. Any reference to City of St. Petersburg, 'City' or 'Client' in the Underlying Contract shall refer to City of Belleair Beach for the purposes of this Agreement.
3. Address Change for Client. Notwithstanding the address and contact information for the government entity set forth in Exhibit A, ParkMobile agrees that it will send notices, and will conduct all business under this Agreement with City of Belleair Beach, Kyle Riefler, 444 Causeway Blvd, Belleair Beach, FL 33786, Kyle.Riefler@CityofBelleairbeach.com, 727-595-4646.
4. Term and Renewal. This Agreement shall commence as of the Effective Date and shall continue thereafter as described in Section 4 of the Underlying Contract. In the event the City of St. Petersburg exercises its right to terminate the Underlying Contract early, this Agreement shall survive through the termination date listed above unless the City, independently, exercises its own termination rights under Section 20 of the Underlying Contract. The City retains the right to exercise the renewal periods set forth in Section 4 of the Underlying Contract without regard to whether the City of St. Petersburg does or does not exercise these options for itself.
5. Payment to City. Paragraph 6 is deleted in its entirety, and is replaced with the following provision:  
*"ParkMobile shall collect all fees paid by ParkMobile Users who park in any City lot. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month."*  
"ParkMobile User" is defined in Exhibit B.
6. Termination. Paragraph 20(A) is deleted in its entirety and replaced with the following:  
*"This Agreement may be terminated at any time by the City for convenience, upon sixty (60) days written notice to ParkMobile."*
7. Public Records. ParkMobile shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, ParkMobile shall:
  - a. Keep and maintain public records required by the City to perform the services provided hereunder.



- b. Upon request from the City's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if ParkMobile does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of ParkMobile or keep and maintain public records required by the City to perform the service. If ParkMobile transfers all public records to the City upon completion of the Agreement, ParkMobile shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ParkMobile keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e. If ParkMobile fails to comply with these requirements, the City may enforce these provisions in accordance with the terms of this Agreement. If ParkMobile fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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

- 8. Appendix B. The Parties agree to amend Appendix B of the Underlying Contract by replacing it in its entirety with Exhibit "B" to this Agreement.
- 9. Appendix C. The Parties agree to amend the Underlying Contract by adding Appendix C, which is styled as Exhibit "C" to this Agreement, to the end thereto.
- 10. Other Provisions Unchanged. All other provisions in the Underlying Contract are fully binding on the parties and will represent the agreement between Client and ParkMobile.
- 11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.
- 12. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Parties.



## Piggyback Agreement

IN WITNESS WHEREOF, this Piggyback Agreement has been executed as of the Effective Date.

**CITY OF BELLEAIR BEACH**

**PARKMOBILE, LLC**

By: \_\_\_\_\_

Name:

Title:

Date:

By: \_\_\_\_\_

Name:

Title:

Date:

**EXHIBIT A**

## EXHIBIT B

SERVICE TERMS	
<b>Services</b>	ParkMobile will provide Client with the Services related to the following types of parking transactions: <b>On-Demand, Reservations</b>
<b>Merchant of Record</b>	The parties designate ParkMobile as the merchant of record. <b>Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service.</b> ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.[DK1]
<b>Parking Locations</b>	The Services will be provided to Client in the following locations / geographical territory: <b>All Client locations</b>
<b>Signage</b>	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
<b>Total Implementation Fees:</b>			<b>\$0.00</b>

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.35	per transaction
Reservation User Fee	12%	of parking fee
"No-Charge" Reservation Service Fee	\$1.00	per no-charge reservation

ParkMobile will provide Client with up to 1,000 promotional codes each month for an additional monthly cost of \$250.00. ParkMobile may increase Fees for any contract year, by providing Client at least sixty (60) calendar days' written notice.



### **ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

### **RESERVATION PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for reservation parking using the ParkMobile Application ("Reservation Parking").

For each Parking Location that the parties agree to on-board for Reservation Parking Services, ParkMobile shall make the Parking Location's parking inventory available for sale through the ParkMobile Application and shall market and advertise such availability. The number of parking spaces and corresponding reservation periods and parking rates making up the parking inventory shall be specified by Client and may be altered by Client at any time for unreserved parking inventory.

#### **Responsibilities of Client.**

In order for ParkMobile to provide Reservation Parking Services, Client shall maintain an agreed upon number of parking spaces or transportation services at the Parking Location which shall be maintained at all times unless ParkMobile is notified otherwise in writing by Client.

If access to the Parking Location is denied for any reason other than a ParkMobile User's error or failure to abide by Client's rules and regulations, Client agrees to forfeit its share of the applicable parking fee and authorizes ParkMobile to refund the entire parking fee to the ParkMobile User. If access to the Parking Location is denied because of a ParkMobile User's error or failure to abide by Client's rules and regulations, no Parking Fees will be refunded to the ParkMobile User.

Client shall promote and market the Services through mutually agreed upon methods which shall include:



- a persistent, prominent "call to action" link/button on the parking and/or transportation pages of the Parking Location website(s) that directs users to the Client-branded website created by ParkMobile (e.g. a "Reserve Parking Now" button);
- Embedded content on the parking and/or transportation pages of the Parking Location website(s) describing why and how to reserve parking through ParkMobile (e.g. FAQs, videos, etc.), such content to be provided by ParkMobile; and
- mentions in emails promoting the Parking Location, including "know before you go" emails, all of which shall include a "call to action" to reserve event parking and link to the Client-branded website created by ParkMobile.

Client agrees to use commercially reasonable efforts to obtain for ParkMobile a license to use photo and video assets of the Parking Location (where Client is not the Parking Location owner) and any tenants of a Parking Location in connection with ParkMobile's marketing of the Services as available at such Parking Location.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

**EXHIBIT C****CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of Client to notify ParkMobile of any changes pertinent to electronic payments, such as changes in banking information or email address.

**PAYEE/CLIENT INFORMATION**

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

**FINANCIAL INSTITUTION INFORMATION**

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A <b>VOIDED CHECK</b> OR <b>BANK LETTER</b> TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

## **AGREEMENT**

**THIS AGREEMENT**, ("Agreement") is made and entered into on the 4th day of December ("Effective Date"), by and between Parkmobile, LLC ("Contractor") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

### **WITNESSETH:**

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform for the City of St. Petersburg, Florida, in full and complete accordance with this Agreement and the scope of services set forth in Appendix A of this Agreement ("Scope of Services"). Without limiting the generality of the foregoing, Contractor shall provide the City with a system for the payment of street parking by mobile technology ("System") and related monetary and support services in accordance with the Scope of Services and the terms and conditions of this Agreement. Appendix A is attached hereto and made a part hereof by reference.
2. **Agreement Components.**
  - A. The agreement components are this Agreement, the appendices to this Agreement, the attached CSP BPA FORM or CSP CPA FORM, as applicable ("BPA/CPA Form"), and the following documents, which are made a part hereof by reference ("Other Documents"):
    - (i) RFP 7766 dated July 7, 2020 ("Document 1")
    - (ii) Q&A dated August 4, 2020 ("Document 2")
    - (iii) Quote 11233 dated August 11, 2020 ("Document 3")
  - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern:
    - (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the BPA/CPA Form, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).



3. **Schedule.** Contractor shall observe the milestones and schedules set forth in the Scope of Services. All such milestones and schedules are referred to in this Agreement collectively as "Schedule."
4. **Term.** The initial Term of this Agreement shall commence on the Effective Date, and terminate on November 30, 2023, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) two (2)-year period at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to "Term" shall include the initial Term and all renewal Terms.
5. **Compensation.** Contractor's compensation shall be from end users of the System at the rates and fees set forth in Appendix B, which is attached to this Agreement and made a part hereof. The City has no payment obligation to Contractor and the City makes no guarantee, representation or warranty as to the number of end users that will utilize the System.
6. **Payment to City.** Contractor shall make certain payments to City throughout the Term as set forth in this Paragraph 6 and as detailed in Appendix B. In the event of any conflict between the terms and provisions set forth in this Paragraph 6 and Appendix B, the terms and provisions set forth in this Paragraph 6 shall govern and control. Each Contract Year (as identified below), Contractor will make a one-time payment of forty-five thousand dollars (\$45,000) to the City on or before the thirtieth day of the applicable Contract Year (each an "Annual Payment"). If there are more than four hundred and fifty thousand (450,000) user transactions during a Contract Year ("Annual Threshold"), Contractor will pay the City \$0.10 for each user transaction that exceeds the Annual Threshold during the Contract Year ("Revenue Share Payment"). For purposes of this Paragraph 6, the term "user transaction" is limited to transactions where the Contractor receives and retains a convenience fee from an end user as described in Appendix B. In the event Contractor does not receive and retain a convenience fee from a transaction, it shall not be considered a "user transaction" for the purposes of this Paragraph 6. "Contract Year" means a twelve (12) month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

*For illustrative purposes only, the chart below provides further clarity as to Contractor's payment obligations using hypothetical transaction data.*

Contract Year	User Transactions	Annual Payment	Revenue Share Payment
1	500,000	\$45,000	\$5,000
2	300,000	\$45,000	\$0
3	750,000	\$45,000	\$30,000

Contractor makes no guarantee, representation or warranty that user transactions will meet or exceed the Annual Threshold for any given Contract Year; provided, however, that the Annual Payment will not be reduced as a result of user transactions falling below the Annual Threshold in any given Contract Year.

7. **Grant of License.** Contractor hereby grants to the City a non-exclusive, non-transferable license to use the System (including but not limited to all software included in the System) and all documentation provided to the City pursuant to this Agreement. The City shall have the right to copy such documentation for the City's internal purposes. Contractor warrants and represents that it has the right and authority to grant the City the right to use the System and documentation as provided herein.
8. **Warranties.**
  - A. Contractor warrants that each Contractor employee assigned to perform services hereunder will have industry standard skills and training so as to be able to perform in a competent and professional manner.
  - B. Contractor warrants that the System shall function as required by the Scope of Services and the terms and conditions of this Agreement. This warranty shall not apply to any defects or problems caused by (i) defects in City equipment, (ii) the City's modification of System software, (iii) any hardware or communication devices used by the City and not approved by Contractor, or (iv) the City's failure to follow Contractor's instructions for proper use of the System (provided such instructions are consistent with the Scope of Services and the terms and conditions of this Agreement). In the event Contractor breaches the warranty set forth in this Paragraph 8, Contractor shall, at no cost to the City and within ten (10) days of the City's notification of the breach of warranty, repair or replace the defective or nonconforming System function or software. In the event that Contractor cannot repair or replace the defective or nonconforming System function or software which is incorrect due to such defect or nonconformance within ten (10) days of the City's notification of the breach of warranty, the City may terminate this Agreement by reason of Contractor's default (without providing Contractor with notice of default or an opportunity to cure beyond the opportunity to cure set forth in this Paragraph 8B).
9. **Ownership.** Contractor shall solely own all right, title and interest in and to the System (including but not limited to all software included in the System) and the documentation provided to the City pursuant to this Agreement; provided, however, that the City shall solely own all right, title and interest in and to all reports created in connection with the System.



10. **Credit Card Security Standards:** The Contractor acknowledges that the System is subject to applicable provisions of the following data security standards, as each may be amended from time to time, (collectively, the "**Credit Card Security Standards**"): (a) the Fair and Accurate Credit Transactions Act of 2003 and any associated regulation; and (b) any applicable Payment Card Information (PCI) rule, practice, standard, or program (including Visa CISP, MasterCard SDP, Discover DISC, and American Express DSOP). Contractor shall ensure that the System complies with each applicable Credit Card Security Standard at all times and provide the City with documentation of such compliance upon request by the City.
11. **Security Issues.** In the event Contractor detects or otherwise becomes aware of any security breach or unauthorized access to the System or to any locations, equipment, systems and other materials, and facilities employed in connection with the provision of hosting, management, operation, data storage, or other service provided by the Contractor (collectively, a "**Security Issue**"), the following provisions apply:
  - A. The Contractor shall within 24 hours report the Security Issue to the City. This report may be delayed only to the extent authorized by law or necessary to determine the general nature of the Security Issue and develop recommendations for the City to prevent or mitigate the Security Issue. The Contractor shall not delay this report for purposes of performing the actions required under Paragraph 11B.
  - B. The Contractor shall remedy the Security Issue in a timely manner and deliver to the City a root cause assessment and future incident mitigation plan with regard to the Security Issue that sets out written details regarding the Contractor's investigation of the Security Issue and, upon the City's written request, provide a second, more in-depth investigation and results of its findings.
  - C. If, before completion of the actions required under Paragraph 11B, the Contractor identifies information that would assist the City in mitigating or otherwise responding to the Security Issue, the Contractor shall immediately provide that information to the City unless prohibited by law from doing so.
  - D. The Contractor shall not send notice of any Security Issue to any law enforcement agency, regulatory authority, consumer, or other person or entity for or on behalf of the City unless required to do so by law or explicitly requested to do so in writing by the City. And if the City requests that the Contractor send any such notice, the Contractor shall prepare and send each such notice at its sole expense following review and approval of the notice and distribution list by the City. The Parties acknowledge and agree that the foregoing does not prohibit Contractor from

contacting law enforcement on Contractor's sole behalf or from complying with notification requirements that apply directly to Contractor.

- E. If the Security Issue is caused, in whole or in part, by any act or omission of the Contractor, the Contractor shall reimburse the City for any actual cost or reasonable expense incurred by the City in providing notice of the Security Issue in a manner consistent with applicable law, City policy or procedure, or industry standard practice.

## 12. Confidentiality.

- A. Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Contractor acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide to Contractor prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Contractor agrees to hold harmless the City for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging Contractor's claim. Contractor shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements by which Contractor is bound under this Agreement. For purposes of this Paragraph 12, notice may be given by facsimile provided that notice is also sent by overnight courier the same day (or the next day on which overnight courier service is available).

- B. "Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

**13. Indemnification.**

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
  - 2) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
  - 3) The failure of the System to function as required by the Scope of Services and terms and conditions of this Agreement which results in any end user of the System receiving a citation or parking ticket; or
  - 4) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

- 5) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, or subcontractors; or
  - 6) The infringement or alleged infringement of the System on any patent, trademark, copyright, trade secret, or any other intellectual property interest of another arising out of the operation or use of the System.
- B. The provisions of this Paragraph 13 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.
14. **Limitation of Liability.** In no event shall either party be liable for the loss of use, loss of time, inconvenience, lost profits or other special, incidental, or consequential damages in any way relating to or arising from this Agreement. This Paragraph 14 shall not apply to claims (including but not limited to claims of third parties) or liability related to Contractor's indemnity obligations set forth in this Agreement.
15. **Insurance.**
- A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:
- 1) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
  - 2) Automobile liability insurance in an amount of at least One Million Dollars (\$1,000,000) combined single limit covering all owned, hired and non-owned vehicles.
  - 3) Workers' Compensation insurance as required by Florida law and Employers' Liability insurance in an amount of at least One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) per employee, and Five Hundred Thousand Dollars (\$500,000) for all diseases.
- B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds.

- C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
  - D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.
  - E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least "A-" in the then-current edition of Best's Insurance Guide.
  - F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
  - G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.
16. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

**CITY:**

City of St. Petersburg  
P. O. Box 2842  
St. Petersburg, FL 33731  
Attn: Director, Procurement and Supply Management

**CONTRACTOR:**

Parkmobile, LLC  
1100 Spring Street NW  
Suite 200  
Atlanta, GA 30309  
Attn: Legal Department  
legal@parkmobile.io



17. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
18. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
19. **Assignment.** Contractor shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.
20. **Termination.**
  - A. This Agreement may be terminated at any time by the City for convenience, upon sixty (60) days written notice to Contractor. If this Agreement is terminated pursuant to this paragraph 20A, the City shall reimburse Contractor for a pro-rata portion of the Annual Payment it received from Contractor for the then-current Contract Year based on the number of months remaining in that Contract Year. As an example, if this Agreement is terminated with the termination becoming effective seven months into a Contract Year, the City would be required to reimburse Contractor \$15,000 ( $\$45,000 \text{ per year} / 12 \text{ months} = \$3,750 \text{ per month}$ ;  $4 \text{ months remaining} \times \$3,750 \text{ per month} = \$15,000$ ). This example is for illustrative purposes only.
  - B. The City may terminate this Agreement as provided in Florida Statute section 287.135.
  - C. The City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Contractor with notice of default or an opportunity to cure, if the City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
  - D. Termination of this Agreement shall act as a termination of the BPA/CPA Form and the Other Documents.
21. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the

Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**22. Public Records.**

- A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subsection B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by Contractor shall be provided to the City in a format approved by the City.
- B. Contractor shall immediately notify the City Clerk in writing after receiving a public records request. Contractor shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.
- C. Nothing in this Agreement shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

**23. Contract Adjustments.**

- A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form agreed to by the Parties. Contract Adjustments shall be effectuated through amendments to this Agreement made in accordance with this Agreement.
- B. There shall be no modification to Appendix B on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement,

improper act, or other failure of Contractor or its employees, agents, representatives or subcontractors to properly perform their obligations and functions under this Agreement.

- C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
  - D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in Appendix B except pursuant to an amendment to this Agreement made in accordance with this Agreement.
24. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
25. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them. Without limiting the generality of the foregoing and in addition to the foregoing, If Contractor has a parking services agreement, such agreement shall have no force or effect, regardless of whether such agreement is in printed or electronic form and regardless of whether the City or any City user accepts the terms and conditions of such parking services agreement in order to be granted use of the System or Contractor's software (e.g., regardless of whether the City or any City user accepts such parking services agreement in connection with a click through on the initial use of the software).
26. **Compliance with Laws.** Contractor shall comply at all times with all applicable federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.
27. **Third Party Beneficiary.** No persons other than Contractor and City and their successors and assigns shall have any rights whatsoever under this Agreement.
28. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
29. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their

agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.

30. **Use of Name.** Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or City Council), without the written consent of the named party.
31. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
32. **City Consent and Action.**
  - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
  - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
33. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
34. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.



- 
35. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
36. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
37. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
38. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
39. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.
40. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
41. **No Other Agreements.** The City shall not enter into any agreements with other entities to provide the City with a system for the payment of street parking by mobile technology while this Agreement is in effect.
42. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such



Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

43. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

PARKMOBILE, LLC:

By: Tony Stewart

Print: Tony Stewart

Title: General Counsel / Secretary

CITY OF ST. PETERSBURG, FLORIDA:

By: Fredrick B. Ross

Print: Fredrick B. Ross

Title: Director, Procurement & Supply Management

ATTEST



[Signature]

City Clerk (Designee)

Provisions of Contract Approved:

By: /s/Keith Glasgow

Print: Keith Glasgow

Project Manager

Approved as to Form and Content:

Sharon Muchmanicz

City Attorney (Designee)  
00547537

## **Appendix A**

### **Scope of Services**

#### **1. Scope of Service**

Contractor shall provide all equipment, labor, facilities, tools, software applications, secure internet access website for consumers, hosting services, credit card payment processing, and customer instructional signage/stickers for provision of pay by connected device services. Additionally, Contractor shall provide to the City training on the use of its software, any electronic mechanism by which payments can be verified and enforced, technical support services and marketing of the program to potential pay by connected device consumers.

#### **2. Term of Agreement**

The initial term of agreement will be for three years with one two-year renewal period by mutual agreement of the parties.

#### **3. Minimum Qualifications**

At a minimum, Contractor must meet the following qualifications:

- a. Have been in the business of providing pay by connected device services as described herein for a minimum of three years.
- b. Provide evidence of financial stability and viability to fulfill the commitments of this Agreement.
- c. Have the ability to obtain the minimum insurance requirements set forth in this Agreement.
- d. Own or have immediate access to the equipment required to provide services.
- e. Be able to provide primary services without the use of subcontractors.

#### **4. Minimum Requirements**

At a minimum, Contractor shall provide the following:

- a. Service support for users via toll free telephone 24/7 and via e-mail.
- b. Supply all server hardware, software, upgrades, and other equipment required to

support the notification services via SMS/Text and email messages.

- c. Furnish authorized City users with reports that summarize all system upgrades as necessary.
- d. Perform all database updates upon release at no additional cost to the City and supply the process by which the database will be updated, including client direct control to manage database information.
- e. Furnish authorized City users with quarterly reports that summarize all database and system maintenance activities. City personnel must have access to a database that they can run a report for daily, weekly, monthly, quarterly and yearly activities of parking sessions to include the date, time, amount and license plate number of the customer.
- f. Allow periodic testing of the database and notification services by authorized City users.
- g. Establish secure access to all users to its browser-based application using secure sockets, VeriSign services, user IDs and passwords.
- h. Provide a four hour onsite parking enforcement officer training.
- i. Provide a four hour onsite training of reporting capabilities for City authorized users.
- j. Provide an awareness marketing campaign targeted at existing and potential customers within 30 days of the beginning of the Agreement and throughout the Agreement Term in order to increase knowledge of and use of the pay by connected device services. Campaign to minimally include two rounds of emails to existing customers, provide informational stickers on the heads of existing parking meters and work with the City's Marketing Department to increase the awareness of the pay by connected device services. Success shall be measured by increased adoption of pay by connected device services of 1000 new registered customers within 120 days of start of Agreement.

**5. Minimum System Capabilities and Functionalities**

At a minimum, Contractor's system must meet the following capabilities and functionalities:

- a. The system shall be a user friendly browser-based (Web-based) functionality using Internet technology for on street initial registration/sign up.
- b. Web-based system shall be smart phone optimized or a free smart phone app

supported by common OSs and shall be available for download from app stores to initiate parking sessions.

- c. The system shall allow users to set up accounts from a cell phone, Smartphone, landline, internet, or via mobile application.
- d. The system shall allow users the ability to pay by credit card (American Express, VISA, MasterCard and PayPal) or via mobile app.
- e. The system shall be capable of providing the user with more than one LPN (Vehicle) option to register and provide start or extend parking transactions.
- f. The system shall be capable of sending a text message or email to user at least 15 minutes before meter expiration.
- g. The system shall provide easy and secure payments.
- h. The system shall provide the user the option to manage their account to add or delete vehicles, update license plates, check last parking transactions, and view monthly parking statements that can be exported to excel or PDF format.
- i. The system shall provide a nationwide toll-free number for all users.
- j. The system shall provide a 24/7 live helpdesk operation for all users at no additional cost.
- k. System shall provide a mobile-based enforcement platform with a minimum of 99% uptime reliability for officers to detect active parking sessions and a minimum of 99% uptime for access and use of pay by connected device system.
- l. The system shall enforce maximum parking time allowed by zone.
- m. The system shall be able to be used for the city garage parking facilities and surface lots.
- n. The system shall provide a way for discounts to local residents.
- o. The system shall be capable of providing a "Grace Period" time set by the City.
- p. The system shall be capable of providing merchant validations.
- q. The system shall have multi-factor authentication or 2FA.



**6. Account Management**

Contractor shall provide a single point of contact, dedicated account manager who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the city with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting and issue resolution.

**7. Pricing & Minimum Payment Structure**

Pricing shall remain firm during the initial Agreement Term with optional years four and five pricing to be no greater than year three. Contractor shall propose a minimum payment structure to the City along with their response to Appendix B – Pricing.

**8. Transition Requirements**

Prior to the expiration of the Agreement, Contractor shall work with the City to ensure there is no interruption or reduction of service should the Contractor be required to end its services to the City. If a new contractor is awarded after expiration of this Agreement, Contractor shall coordinate and cooperate with the newly selected contractor, as well as with the City, to minimize any disruptions in the services provided. This shall include educational information of new websites or phone applications on current Contractor's website for a minimum of 90 days after the expiration of the Agreement and other informational sources as determined by the City.

Online reporting capabilities shall remain operational for six months after the expiration of the Agreement.

Existing customer's names and email addresses shall be provided to the City in Microsoft Excel at least 60 days before expiration of the Agreement.

## Appendix B Pricing Summary

### Costs Incurred by City of St. Petersburg

	1st Year	2nd Year	3rd Year	Total Costs
1 Software License(s) & Application(s)	\$ -	\$ -	\$ -	Waived
2 Software Updates & Maintenance	\$ -	\$ -	\$ -	Waived
3 Technical Support	\$ -	\$ -	\$ -	Waived
4 Implementation	\$ -	\$ -	\$ -	Waived
5 Marketing	\$ -	\$ -	\$ -	Waived
6 Meter Sticker Signage, 2,000	\$ -	\$ -	\$ -	Waived
7 Other	\$ -	\$ -	\$ -	Waived
<b>Total Costs:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

### Costs Incurred by User

	Unit Price
1 Convenience Fee - Resident*	\$ -
2 Convenience Fee - Non-Resident*	\$ = 0.35
3 Monthly Membership Fee**	\$ 0.99
4 Convenience Fee per Transaction for Members**	\$ 0.25

\*Revenue Share to city applies and is outlined below

\*\*ParkMobile Pro is an opt-in premium subscription offering additional features such as Parking Availability and Loyalty Programs.

### Revenue Share to City

As part of its customer paid convenience fees, ParkMobile agrees to pay the City of St. Petersburg \$0.10 cents per transaction with the minimum GUARANTEED annual payments outlined below.

Year 1	\$45,000
Year 2	\$45,000
Year 3	\$45,000
Year 4	\$45,000
Year 5	\$45,000

Parking Reservations Fee paid by the user  
Parking Promo Codes / Validations

10% of parking charge with a \$0.50 minimum  
\$250/month for 10,000 codes/month

All pricing provided does not include merchant processing fees. ParkMobile or client can be merchant of record. If ParkMobile is Merchant of Record (MOR), our processing fees for credit card payments is 3% plus \$0.15 per transaction.

All Pricing assumes that ParkMobile is the exclusive provider of services for the City of St. Petersburg.

ParkMobile agrees to host and maintain St. Petersburg's Smart Parking Program at no additional costs.

ParkMobile agrees to provide both a Call Center and Customer Support at no additional costs.

To demonstrate our commitment to the success of St. Petersburg's Smart Parking Program, ParkMobile agrees to cover all initial signage / decals and our standard marketing services at no cost to the City.

ParkMobile agrees to provide St. Petersburg with our full suite of existing integrations at no charge.

As a backup to the free integrations, ParkMobile agrees to provide St. Petersburg with a cloud-based enforcement portal with secure credentials to validate active OnDemand smart parking sessions for each of your location(s) where your smart parking services are made available.

ParkMobile agrees to provide St. Petersburg with access to ParkMobile 360™ Self – Administration Toolset with secure credentials.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2020

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).

<b>PRODUCER</b> Daly Merritt Insurance 3099 Biddle Avenue  Wyandotte MI 48192		<b>CONTACT NAME:</b> Jennie Buscemi <b>PHONE (A/C No. Ext):</b> (734) 283-1400 <b>FAX (A/C No.):</b> (734) 283-1197 <b>E-MAIL ADDRESS:</b> jennie.buscemi@dalymeritt.com	
<b>INSURED</b> Parkmobile USA, Inc. 1100 Spring Street Suite 200 Atlanta GA 30309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co. of Am. NAIC # 25674 <b>INSURER B:</b> Charter Oak Fire Ins. Co. 25615 <b>INSURER C:</b> Navigators Ins. Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2042119249**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 INSR (NSD WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZLP-81N13076-19-15	04/23/2020	04/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 OTHER \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA-5N571543-19-15-G	04/23/2020	04/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto physical \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-5N589036	04/23/2020	04/23/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime Including Third Party Computer Fraud		CH20CCC0BQY3SNV	04/23/2020	04/23/2021	Limit 1,000,000

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

The certificate holder is listed as additional insured with respects to the General Liability.

Waiver of subrogation applies.

30 days notice of cancellation in favor of certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of St. Petersburg P.O. Box 1257  St. Petersburg FL 33731	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 
------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Additional Named Insureds

### Other Named Insureds

PARKMOBILE Electronic Parking Solutions Canada, Inc

Additional Named Insured

PARKNOW, LLC

Additional Named Insured

PARKMOBILE, LLC

Additional Named Insured

**Technical Evaluation  
RFP 7766 Parking, Pay-by-Connected-Device**

**Summary Work Statement**

The City received seven proposals for RFP No. 7766 Parking, Pay-by-Connected-Device (Phone). The successful offeror will provide a parking payment option to the general public of the City of St. Petersburg.

Proposals were received from:

1. El-Parking USA, Inc.
2. Cale America, Inc., dba Flowbird
3. Mobile Payment Processing Systems, Inc.
4. Mobile Smart City Corporation
5. Parkmobile, LLC
6. Passport Labs, Inc.
7. PaybyPhone Technologies, Inc.

**Evaluation Committee**

Evaluation of the seven proposals was conducted by:

Evan Mory, Transportation and Parking Management Director  
Keith Glasgow, Parking Manager  
David Dickerson, Collections Manager  
Brian Campbell, Information Technology Security Manager  
David Goddu, Financial Reporting Coordinator

**Evaluation Criteria**

The proposals were evaluated based on the following criteria:

- Experience of firm
- Proposed solution including ease of use
- Implementation plan
- Past performance on similar contracts
- Reasonableness of Cost

**Offerors' Profiles**

Below is a profile of each offeror and a summary of the strengths and weaknesses of each, as reported after completion of the initial independent review, and through discussion and presentations at Committee meetings throughout the evaluation period.

**El-Parking USA, Inc.**, is subsidiary of EYSA S.A.U. Group, a European company that was founded in 1975. El-Parking USA was incorporated in 2018. The company is headquartered in New York, NY, and has been in business for 41 years and employs 50 people.

Strengths include: The company has several years of experience in Europe and the northeastern United States.



Weaknesses include: Does not have a presence within Florida, only 6 deployments in medium or large cities in the last 3 years and the City would be required to manage the resident discount program. Listed a subcontractor which is not allowed per the RFP.

The proposal does not meet the City's requirements.

**Cale America, Inc., dba Flowbird**, is headquartered in Clearwater and was founded and incorporated in 2011. The company has been in business for nine years and employs 38 people.

Strengths include: Management team has several years of experience in the field and the account manager is familiar with the City's operations. Their implementation plan is reasonable and timely, and they can interface with the City's current vendors of ticket writing handheld and license plate recognition equipment. Their nearby headquarters will likely enhance client and customer service to troubleshoot any issues that may arise and for managing a successful deployment.

Weaknesses include: The City will be required to manage the residential program and pay the convenience fee for the City resident discount program; no clear revenue sharing is proposed; and the company has only five years of pay-by-phone experience in the U.S.

The proposal meets the City's requirements.

**Mobile Payment Processing Systems, Inc.** is headquartered in Wallingford, CT, and was founded and incorporated in 2011. The company has been in business for nine years and employs 50 employees.

Strengths include: The company has nine years' experience in pay-by-phone operations and implementation time is adequate. They have a user-friendly interface with multiple payment options, bar code scanning and a comprehensive administration platform. There were no exceptions to the base agreement.

Weaknesses include: Does not have a presence in the Tampa Bay area for ease of use for customers; they have a five-week implementation plan and do not offer revenue sharing with the City.

The proposal meets the City's requirements.

**Mobile Smart City Corp** is headquartered in Fort Lauderdale and was founded in 2007. The company has been in business for 13 years and employs 30 people.

Strengths include: The company has 13 years of experience and 30 implementations per year over the past five years; over one million registered users; ability to fully integrate with City systems; and does not require subcontractors. They provide license plate recognition capability, multiple payment options and real time parking reports.

Weaknesses include: Long lead time (42 days) for implementation and no revenue sharing option. City would have to contribute funds for a resident discount program.

The proposal meets the City's requirements.

**Parkmobile, LLC** is headquartered in Atlanta, GA, and was founded in 2008. The company has been in business for 12 years and employs 177 people.

Strengths include: The company has a strong track record within the City and the surrounding Tampa Bay area, with several cities utilizing their services which leads to higher utilization and convenience for users. The residence program is free to St Petersburg residents and is managed by ParkMobile.

Weaknesses include: No discernable weaknesses.

The proposal meets the City's requirements.

**Passport Labs, Inc.** is headquartered in Charlotte, NC, and was founded in 2010 as Passport Parking, LLC. In 2017, the company changed its name from to Passport Labs, Inc. The company has been in business for ten years and employs 249 people.

Strengths include: Experience with multiple implementations in Florida; has a simple end-user app; merchant validation options; two-week implementation period; and strong training program.

Weaknesses include: Several exceptions to the base agreement; limited user options with the app; no Oracle integration; no revenue sharing to the City.

The proposal meets the City's requirements.

**PaybyPhone Technologies, Inc.** is headquartered in Vancouver, BC, and was founded in 2002. The company has been in business for 18 years and employs 350 people.

Strengths include: Almost 20 years of industry experience; photo validation of tag at the time of vehicle registration. Significant Florida-based staff. Thirty five million global users. More references than required, many in Florida.

Weaknesses include: City must conduct residential validations; minimum eight-week implementation lead time; limited details provided for implementation. Does not have a strong presence in the Tampa Bay area.

The proposal meets the City's requirements.

### **Shortlisting and Oral Presentations**

On September 2, 2020, the proposals were initially evaluated solely on the evaluation criteria established in the RFP. El-Parking, USA and Mobile Payment Processing Systems, Inc. were removed from further consideration. Cale America, Inc., dba Flowbird, Mobile Smart City Corporation, Parkmobile, LLC, Passport Labs, Inc. and PaybyPhone Technologies, Inc. were shortlisted for clarifications. On September 18, 2020, Cale America, Inc., dba Flowbird, Parkmobile, LLC and PaybyPhone Technologies, Inc. were selected for demonstrations.

### **Recommendation for Award**

On October 21, 2020, the Evaluation Committee heard presentations & demonstrations from the shortlisted firms and recommended Parkmobile, LLC to provide a parking payment option to the general public of the City. Parkmobile, LLC has met the minimum requirements of RFP No. 7766 and the offer was determined to be the most advantageous to the City, taking into consideration cost and the evaluation criteria set forth in the RFP.

Parkmobile, LLC was selected for the following reasons:

- Easy to use solution and demonstrated high adoption rate
- Strong past performance & experience of the firm
- Least cost to the City considering the firm absorbs an unlimited amount of free transactions for residents, does not charge for set-up and manages the resident program on behalf of the City at no charge. City receives 100% of the collected parking fees.