



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

**Monday, March 20, 2023
Community Center, 6:00pm**

**PUBLIC MEETING NOTICE
AGENDA**

Call to Order
Pledge of Allegiance
Roll Call

1. Discussion of the Citizens Advisory Committee's Recommendations for the Stormwater Project Bond Issue. (City Manager Riefler)
2. Discussion on Triton Diesel Generator for the Community Center. (Councilmember Roberts)
3. Discussion to Increase Fines for Parking Violations. (City Manager Riefler)
4. Discussion of the 12th Street Beach Access.
5. Discussion to Move Council Comments Immediately Following Citizens Comments. (Councilmember Bankard)
6. Discussion of Norfolk Pine Tree at 804 Harbor Drive. (Councilmember Bankard)
7. Modify City Code Sec. 2-335. – Appeal - Regarding an Appeal of the City Manager's decision(s), to add "Must be done in writing and served by Certified Mail". (Councilmember Bankard)
8. General Business.

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, City Clerk

Analysis of Future Stormwater Projects

PROJECT			BMP				RESURFACING				CURB			TOTAL BUDGET				
DESCRIPTION	YEAR FUNDED	ACTUAL PROJECT YEAR	2019 ESTIMATED COST OF BMP	2022 ESTIMATED COST OF BMP	BUDGETED FOR BMP	BMP SHORTFALL	ADDITIONAL RESURFACING & CURB REPLACEMENT PLANNED	ESTIMATED COST OF RESURFACING	BUDGETED FOR RESURFACING	RESURFACING SHORTFALL	ESTIMATED COST OF CURB REPLACEMENT	BUDGETED FOR CURB REPLACEMENT	CURB SHORTFALL	TOTAL PROJECT COST	BUDGETED FOR TOTAL PROJECT	TOTAL PROJECT SHORTFALL	ACCUMULATED RESERVES	ASSUMPTIONS/NOTES
17th & 18th	FY21-22	FY22-23	\$335,000	\$436,800	\$356,000	(\$100,800)	2022 - 2024	\$84,339	\$0	(\$84,339)	\$94,500	\$0	(\$94,500)	\$615,639	\$336,000	(\$279,639)	\$336,000	Will be over budget - possible redesign
19th & 20th	FY22-23	FY22-23	\$210,400	\$286,520	\$286,520	\$0	19th - 20th	\$73,916	\$0	(\$73,916)	\$80,500	\$0	(\$80,500)	\$440,936	\$286,520	(\$154,416)	\$286,520	Increase budget by 30% in FY22-23
9th	FY22-23	FY22-23	\$163,100	\$212,160	\$212,160	\$0	10th - 20th Curb, Stormwater Pump	\$192,307	\$0	(\$192,307)	\$196,000	\$0	(\$196,000)	\$600,467	\$212,160	(\$388,307)	\$212,160	Increase budget by 10% in FY22-23
22nd & 23rd	FY23-24	TBD	\$249,900	\$324,870	\$324,870	\$0	21st - 24th	\$73,916	\$75,000	\$1,084	\$80,500	\$50,000	(\$30,500)	\$479,186	\$449,870	(\$29,416)	\$0	Increase budget by 10% in FY22-23
MORGAN & 25th	FY24-25	TBD	\$387,500	\$565,490	\$565,490	\$0	2022 - 2024 Morgan	\$113,180	\$75,000	(\$38,180)	\$128,750	\$50,000	(\$78,750)	\$737,420	\$628,490	(\$108,930)	\$0	Increase budget by 10% in FY22-23
14th-16th	FY25-26	TBD	\$414,900	\$539,370	\$539,370	\$0	2022 - 2026 Morgan	\$136,533	\$75,000	(\$61,533)	\$159,250	\$50,000	(\$109,250)	\$817,153	\$664,370	(\$152,783)	\$0	Increase budget by 30% in FY22-23
Total 2022 Estimated Cost- \$2,303,210					\$834,680 Saved to Date													
							TOTAL PROJECTS = 3,710,901.72 MONEY DOWN = 834,680.00											





Stormwater Portion of Loan = 1,468,530.00

Resurfacing Portion of Loan = 676,191.72

Curb Portion of Loan = 731,500.00

CURRENT DEFICIT OF TOTAL PROJECTS = -2,876,221.72

Condition (100 point scale)

	0-20
	21-35
	36-50
	51-70

ASSUMPTIONS

1. Mobilization cost will be $\geq \$500,000$.
2. Consolidation of 5 phases of BMP projects will save $\geq \$250,000$.
3. Price of labor and materials will increase.

3/16/2023

[illegible]

**CITY OF BELLEAIR BEACH
ANALYSIS OF DEBT**

2,073,354

Total Debt Requirements

Stormwater Fund

1,468,530 stormwater system
731,500 valley curbs
(802,868) use of ARPA funding
1,397,162 remaining City responsibility

Capital Projects Fund

676,192 street resurfacing

174,272 annual debt payments
quarterly payments, 10 years
4.5% interest

84,344 annual debt payments
quarterly payments, 10 years
4.5% interest

1,742,735 total cost over 10 years

843,441 total cost over 10 years

**CITY OF BELLEAIR BEACH
GENERAL FUND PROJECTIONS**

	FY 21/22 ACTUAL	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	FY 25/26 PROJECTED	FY 26/27 PROJECTED
FUND BALANCE, OCTOBER 1	4,359,284	5,477,713	6,103,243	5,485,861	6,529,023	6,798,096
UNASSIGNED	2,820,459	4,007,999	3,199,718	3,988,957	4,806,159	5,021,323
ASSIGNED TO CAPITAL PROJECTS	127,250	34,000	31,000	26,000	26,000	26,780
ASSIGNED FOR TRANSFERS	25,000	-	1,182,746	-	173,245	200,940
20% CHARTER REQUIREMENT	386,575	435,714	689,779	470,964	523,619	549,053
HURRICANE PREPAREDNESS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
REVENUES						
Ad Valorem	1,260,856	1,423,590	1,443,886	1,458,325	1,472,908	1,487,637
Local Option Gas Tax	19,541	19,950	20,150	20,351	20,555	20,760
Electric Franchise Fee	185,212	180,000	181,800	183,618	185,454	187,309
Gas Franchise Fee	8,875	10,000	10,100	10,201	10,303	10,406
Electricity Utility Tax	241,866	240,000	242,400	244,624	247,272	249,745
Water Utility Tax	43,514	42,000	42,400	42,844	43,272	43,705
Gas Utility Tax	11,591	10,000	10,100	10,201	10,303	10,406
Propane Utility Tax	1,190	1,800	1,818	1,836	1,855	1,873
Communication Service Tax	59,066	50,000	50,500	51,005	51,515	52,030
Business Registrations	3,190	2,500	2,525	2,550	2,576	2,602
Rental Property Registrations	69,310	60,000	60,600	61,206	61,818	62,436
Horseowner Registrations	600	-	-	-	-	-
State Revenue Sharing	52,899	46,775	47,243	47,715	48,192	48,674
Half Cent Sales Tax	131,456	100,000	101,000	102,010	103,030	104,060
Safety Grant	1,500	1,500	1,515	1,530	1,545	1,561
COVID Emergency Grant	7,281	-	-	-	-	-
Recycling Grant	1,130	1,160	1,172	1,183	1,195	1,207
BOCC Garbage Collection	342,184	325,000	328,250	331,518	334,848	338,196
Abatement Charges	180	300	303	306	309	312
Claim of Liens	1,925	300	303	306	309	312
Parking Permits	4,494	4,000	4,040	4,080	4,121	4,162
Parking Meter Fees	164,630	150,000	151,500	153,015	154,545	156,091
Fines & Forfeitures	72,001	10,000	10,100	10,201	10,303	10,406
Code Violation Fees	148,282	1,000	1,010	1,020	1,030	1,041
Interest on Investments	15,285	10,000	10,100	10,201	10,303	10,406
Community Center Rentals	30,335	19,300	19,493	19,688	19,885	20,084
Other Miscellaneous Revenue	91,474	26,315	26,578	26,844	27,112	27,383
Interfund Transfers In	61,615	62,610	62,610	601,089	62,610	62,610
Utilization of Reserves	-	-	617,382	-	-	-
TOTAL REVENUE	3,051,332	2,804,100	3,448,897	3,397,683	2,887,170	2,915,415
EXPENDITURES						
CITY CLERK						
Personnel	100,439	106,705	112,040	117,842	123,534	129,701
Operating	9,460	9,390	9,872	9,962	10,261	10,569
Capital Outlay	-	-	-	-	-	-
109,899	116,095	121,712	127,604	133,795	140,269	146,270
MAYOR & COUNCIL						
Operating	20,503	30,085	30,988	31,917	32,875	33,861
Capital Outlay	-	-	-	-	-	-
20,503	30,085	30,988	31,917	32,875	33,861	34,861
CITY MANAGER						
Personnel	147,459	186,920	196,277	206,090	216,395	227,215
Operating	1,302	4,850	4,966	5,145	5,300	5,459
Capital Outlay	-	-	-	-	-	-
148,761	191,770	201,272	211,236	221,695	231,854	242,674
FINANCE						
Operating	73,773	86,170	88,755	91,418	94,160	96,985
Capital Outlay	-	-	-	-	-	-
73,773	86,170	88,755	91,418	94,160	96,985	99,985
INFORMATION TECHNOLOGY						
Operating	15,353	20,800	21,424	22,067	22,729	23,411
Capital Outlay	-	2,500	2,500	2,500	2,500	2,500
Computer Hardware	15,353	23,300	23,924	24,567	25,229	25,911
NON-DEPARTMENTAL						
Personnel	88,308	112,320	117,936	123,833	130,024	136,536
Operating	235,208	247,150	254,568	262,201	270,067	278,170
Capital Outlay	-	-	-	-	-	-
323,516	359,470	372,501	386,034	400,092	418,665	444,666
LAW ENFORCEMENT						
Operating	522,072	559,120	587,076	616,430	647,251	679,614
522,072	559,120	587,076	616,430	647,251	679,614	711,228
CODE ENFORCEMENT						
Operating	48,892	57,580	59,307.85	61,087	62,920	64,807
48,892	57,580	59,308	61,087	62,920	64,807	66,617
SANITATION						
Operating	307,443	335,485	345,550	355,916	366,594	377,591
307,443	335,485	345,550	355,916	366,594	377,591	388,186
PUBLIC WORKS						
Personnel	109,012	197,090	206,945	217,292	228,156	239,564
Operating	152,766	182,155	187,661	193,291	199,089	205,062
Capital Outlay	-	-	-	-	-	-
Equipment	9,540	-	3,000	3,000	3,000	3,000
Exterior Paint - City Hall	-	3,000	3,000	3,000	3,000	3,000
Carpet - City Hall	-	3,000	3,000	3,000	3,000	3,000
2-Mower	-	3,000	3,000	3,000	3,000	3,000
ATV	-	3,000	3,000	3,000	3,000	3,000
John Deer Tractor	-	2,500	2,500	2,500	2,500	2,500
Community Impvt. Truck	-	2,500	2,500	2,500	2,500	2,500
Large Utility Truck	-	3,000	3,000	3,000	3,000	3,000
331,318	401,285	416,805	429,582	441,246	452,616	464,016
PARKS & RECREATION						
Operating	6,343	8,700	8,961	9,230	9,507	9,792
Capital Outlay	-	3,500	3,500	3,500	3,500	3,500
Buoy Replacement	-	6,000	6,000	6,000	6,000	6,000
Beach Access Impvt.	6,343	18,200	18,461	18,730	19,007	19,282
TRANSFERS TO OTHER FUNDS						
Capital Projects Fund	-	-	1,182,746	-	173,245	200,940
Stormwater Fund	25,000	-	-	-	-	-
25,000	-	1,182,746	-	173,245	200,940	200,940
SUBTOTAL OF EXPENDITURES	1,932,873	2,178,570	3,448,897	2,354,521	2,618,097	2,745,265
Contribution to Reserves	-	625,530	-	1,043,162	269,073	170,151
TOTAL EXPENDITURES	1,932,873	2,804,100	3,448,897	3,397,683	2,887,170	2,915,415
EXCESS REVENUES/EXPENDITURES	1,118,429	0	0	0	0	0

CITY OF BELLEAIR BEACH
CAPITAL PROJECTS FUND PROJECTIONS

	FY 21/22 ACTUAL	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	FY 25/26 PROJECTED	FY 26/27 PROJECTED
FUND BALANCE, OCTOBER 1	663,895	574,469	244,259	50,000	50,000	50,000
REVENUES						
Infrastructure (Penny for Pinellas)	206,774	170,000	171,700 1%	173,417 1%	175,151 1%	176,903 1%
Gulf Blvd. Reimbursements	-	2,262,724	930,425	930,425	-	-
Interest income	1,487	2,000	2,020 1%	2,040 1%	2,061 1%	2,081 1%
Special Assessments	99,433	112,145	113,266 1%	114,399 1%	115,543 1%	116,699 1%
Debt Proceeds	-	676,192	-	-	-	-
Transfer from General Fund	-	-	1,182,746	-	173,245	200,940
Utilization of Reserves	-	330,210	194,259	-	-	-
TOTAL REVENUE	307,694	3,553,271	2,594,416	1,220,281	466,000	496,622
EXPENDITURES						
Operating	1,080	1,000	1,030 3%	1,061 3%	1,093 3%	1,126 3%
Capital Outlay						
Facility Impvts.	54,803					
Bitmen Roof	-	5,000	5,000	5,000	5,000	5,000
HVAC Replacement	-	20,000	20,000	20,000	20,000	5,000
Generator	-	120,000	-	-	-	-
Bayside Park Improvements	-	15,000	-	50,000	-	50,000
Boat Ramps	11,035	-	-	-	-	-
Morgan Park Improvements	-	4,000	4,000	4,000	4,000	
Street Resurfacing	-	75,000	75,000	75,000	75,000	75,000
Walkway Paving	-	20,000	20,000	20,000	20,000	20,000
22nd Street Bridge	1,465	30,000	40,000	40,000	40,000	40,000
Harrison Bridge	-	10,000	30,000	30,000	30,000	30,000
Street Lights	-	50,000	50,000	50,000	50,000	50,000
Seawalls	8,100	30,000	30,000	30,000	30,000	30,000
Docks	-	6,250	6,250	6,250	6,250	6,250
Underground Gulf Blvd.	2,387	2,844,315	1,955,451	-	-	-
Debt Service						
Truist Principal	160,000	160,000	160,000	160,000	-	-
Truist Interest	26,293	20,798	13,564	6,330	452	-
2018A Principal	47,156	32,534	33,744	34,997	36,299	37,648
2018A Interest	26,977	25,338	24,151	22,919	21,642	20,317
2018B Principal	11,761	4,675	4,896	5,128	5,370	5,624
2018B Interest	5,477	4,998	4,783	4,557	4,320	4,072
2018C Principal	25,591	18,097	18,769	19,467	20,192	20,941
2018C Interest	14,995	14,094	13,434	12,749	12,038	11,301
South State - Undergrounding Loan	-	42,172	84,344	84,344	84,344	84,344
Repayment to General Fund	-	-	-	538,479	-	
	397,120	3,553,271	2,594,416	1,220,281	466,000	496,623
TOTAL EXPENDITURES	397,120	3,553,271	2,594,416	1,220,281	466,000	496,623
EXCESS REVENUES/EXPENDITURES	-89,426	0	0	0	0	0

CITY OF BELLEAIR BEACH
STORMWATER FUND PROJECTIONS

	FY 21/22 ACTUAL	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	FY 25/26 PROJECTED	FY 26/27 PROJECTED
FUND BALANCE, OCTOBER 1	58,578	123,344	915,234	755,794	647,738	537,350
REVENUES						
Stormwater Assessments	177,605	175,000	176,750 1%	178,518 1%	180,303 1%	182,106 1%
ARPA Funding	-	802,868	-	-	-	-
Debt Proceeds	-	1,397,162	-	-	-	-
Transfer from General Fund	25,000	-	-	-	-	-
Utilization of Reserves	-	-	159,440	108,056	110,388	112,863
TOTAL REVENUE	202,605	2,375,030	336,190	286,574	290,691	294,969
EXPENDITURES						
	FY 21/22 ACTUAL	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	FY 25/26 PROJECTED	FY 26/27 PROJECTED
Personnel	32,530	33,925	35,621 5%	37,402 5%	39,272 5%	41,236 5%
Operating	61,433	70,600	72,718 3%	74,900 3%	77,147 3%	79,461 3%
Capital Outlay						
Stormwater System	27,947	1,325,548	45,614	-	-	-
Valley Curbs	-	50,000	-	-	-	-
Debt Service						
Stormwater Note Principal	14,725	15,277	7,854	-	-	-
Stormwater Note Interest	1,204	654	111	-	-	-
South State - Undergrounding	-	87,136	174,272	174,272	174,272	174,272
Contribution to Reserves	-	791,890	-	-	-	-
	137,839	2,375,030	336,190	286,574	290,691	294,969
TOTAL EXPENDITURES	137,839	2,375,030	336,190	286,574	290,691	294,969
EXCESS REVENUES/EXPENDITURES	64,766	0	0	0	0	0

City of Belleair Beach Bond Comparison

	<u>South State</u>	<u>Valley</u>
Amount	\$2,120,000	\$2,120,000
Term	10 years	10 years
Interest Rate	4.36%	4.50%
Payment Terms	Semi-annual	Semi-annual
Prepay Penalty	None/1%	None * South State waives prepay unless refinanced with other lender
Legal Fees	\$3,000	\$7,500
Anti-Dilution Test	1.25x	N/A * Most likely Valley would require similar 1.25x ratio
Deposit Required	\$500,000	TBD
Deposit Rate	4.08%	4.25% * South State pays Effective Fed Funds -50 bps while Valley pays Fed Funds Target - 50 bps * Valley will waive all fees for deposit transactions

Total Cost of Bond

Interest Expense	\$518,305	\$536,023
Legal Fees	<u>\$3,000</u>	<u>\$7,500</u>
Total Cost of Bond	\$521,305	\$543,523

Total Bond Amount

City Financing Need	\$2,073,354	\$2,073,354
Bond Counsel	\$18,000	\$18,000 * \$17,500 Legal fee + \$500 expenses
City Legal Opinion	\$13,125	\$13,125
Bank Legal Fee	<u>\$3,000</u>	<u>\$7,500</u>
Total Bond Need	\$2,107,479	\$2,111,979

Benefits of Bond Financing:

- 1) Residents Stormwater Projects are accelerated
- 2) Anticipate \$250,000 in savings on Mobilization fees
- 3) Interest on cash reserves anticipated to be equal or higher than bond interest expense
- 4) City has ability to accelerate repayment within 5 1/2 years, reducing total Interest Expense to \$342,623

SOUTH STAZ

Amortization Schedule
\$2,120,000.00 at 4.36% interest
with 20 semi-annual payments
Total Payments: \$2,638,305.18
Total Interest: \$518,305.18

#	Payment Amount	Principal Amount	Interest Amount	Balance Owed
1	131,915.26	85,699.26	46,216.00	2,034,300.74
2	131,915.26	87,567.50	44,347.76	1,946,733.24
#	Payment	Principal	Interest	Balance
3	131,915.26	89,476.48	42,438.78	1,857,256.76
4	131,915.26	91,427.06	40,488.20	1,765,829.70
#	Payment	Principal	Interest	Balance
5	131,915.26	93,420.17	38,495.09	1,672,409.53
6	131,915.26	95,458.73	36,458.53	1,576,952.80
#	Payment	Principal	Interest	Balance
7	131,915.26	97,537.69	34,377.57	1,479,415.11
8	131,915.26	99,664.01	32,251.25	1,379,751.10
#	Payment	Principal	Interest	Balance
9	131,915.26	101,836.89	30,078.57	1,277,914.41
10	131,915.26	104,058.73	27,858.53	1,173,857.68
#	Payment	Principal	Interest	Balance
11	131,915.26	106,325.16	25,590.10	1,067,532.52
12	131,915.26	108,643.05	23,272.21	958,889.47
#	Payment	Principal	Interest	Balance
13	131,915.26	111,011.47	20,903.79	847,878.00
14	131,915.26	113,431.52	18,483.74	734,446.48
#	Payment	Principal	Interest	Balance
15	131,915.26	115,904.33	16,010.93	618,542.15
16	131,915.26	118,431.04	13,484.22	500,111.11
#	Payment	Principal	Interest	Balance
17	131,915.26	121,012.84	10,902.42	379,098.27
18	131,915.26	123,650.92	8,264.34	255,447.35
#	Payment	Principal	Interest	Balance
19	131,915.26	126,346.51	5,568.75	129,100.84
20	131,915.24	129,100.84	2,814.40	0.00

VALLEY

Amortization Schedule
\$2,120,000.00 at 4.5% interest
with 20 semi-annual payments
Total Payments: \$2,656,023.81
Total Interest: \$536,023.81

#	Payment Amount	Principal Amount	Interest Amount	Balance Owed
1	132,801.19	85,101.19	47,700.00	2,034,898.81
2	132,801.19	87,015.97	45,785.22	1,947,882.84
#	Payment	Principal	Interest	Balance
3	132,801.19	88,973.83	43,827.36	1,858,909.01
4	132,801.19	90,975.74	41,825.45	1,767,933.27
#	Payment	Principal	Interest	Balance
5	132,801.19	93,022.69	39,778.50	1,674,910.58
6	132,801.19	95,115.70	37,685.49	1,579,794.88
#	Payment	Principal	Interest	Balance
7	132,801.19	97,255.81	35,545.38	1,482,539.07
8	132,801.19	99,444.06	33,357.13	1,383,095.01
#	Payment	Principal	Interest	Balance
9	132,801.19	101,681.55	31,119.64	1,281,413.46
10	132,801.19	103,969.39	28,831.80	1,177,444.07
#	Payment	Principal	Interest	Balance
11	132,801.19	106,308.70	26,492.49	1,071,135.37
12	132,801.19	108,700.64	24,100.55	962,434.73
#	Payment	Principal	Interest	Balance
13	132,801.19	111,146.41	21,654.78	851,288.32
14	132,801.19	113,647.20	19,153.99	737,641.12
#	Payment	Principal	Interest	Balance
15	132,801.19	116,204.26	16,596.93	621,436.86
16	132,801.19	118,818.86	13,982.33	502,618.00
#	Payment	Principal	Interest	Balance
17	132,801.19	121,492.28	11,308.91	381,125.72
18	132,801.19	124,225.86	8,575.33	256,899.86
#	Payment	Principal	Interest	Balance
19	132,801.19	127,020.94	5,780.25	129,878.92
20	132,801.20	129,878.92	2,922.28	0.00



February, 3 2023

Mr. Kyle Reifler, City Manager
City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, FL 33776

RE: Stormwater & Capital Project Funds

Set forth below is a preliminary outline of terms that may be appropriate for The City of Belleair Beach. This is not a loan commitment or an agreement of any kind by Valley National Bank ("VNB"). Neither this term sheet nor any other discussions between us shall imply any obligation on the part of VNB to continue to discuss or enter into any future agreement with respect to any financing. Notwithstanding the exchange of term sheets such as this one, or correspondence or discussions relating to financing, whether or not containing expressions suggesting an agreement or understanding, no such commitment or agreement will exist unless and until it is embodied in a formal document and executed specifically as a loan commitment or other agreement by an authorized officer of VNB. This term sheet is transmitted for The City of Belleair Beach.

<i>Borrower:</i>	City of Belleair Beach.
<i>Purpose:</i>	To finance the Stormwater and Capital Project Funds with a tax exempt, Bank Qualified, direct placement bond.
<i>Loan Amount:</i>	Not to exceed: Two Million One Hundred and Twenty Thousand Dollars and No/100 (\$2,120,000).
<i>Interest Rate:</i>	A fixed rate of 4.50%. Interest on the loan shall be calculated based on a 360-day year comprised of twelve 30-day months, payable semiannually on April 1 and October 1, commencing on the first interest payment date subsequent to the delivery date. Bank will hold the interest rate for the Loan through the expected Settlement Date.
<i>Term:</i>	10 years, 20 semi-annual principal and interest payments.
<i>Amortization:</i>	20 semi-annual payments, fully amortized with fixed rate.
<i>Fees:</i>	Bank Counsel fee, not to exceed \$7500.
<i>Security:</i>	Covenant to budget and appropriate non-ad valorem revenue including excess stormwater revenue.
<i>Guaranty:</i>	N/A.
<i>Prepayment:</i>	The loan is prepayable. Partial prepayments shall be applied in inverse order of maturity, treating scheduled amortization installments as maturities.

Other Terms:

Documentation: All terms of this Proposal would be subject to, among other things, VNB's normal due diligence, final credit approval process, and standard documentation requirements, including without limitation the following, each acceptable in all respects to VNB:

- Borrower shall maintain a satisfactory depository relationship with VNB.
Interest -bearing checking account paying a rate of FFT – 50 bps. No service fees or transaction fees that would be processed by Valley Bank. Any third-party vendor fees that City would need sus as: armored car service or vault services, pricing will be negotiated before or at acceptance of offer.
- Borrower to provide or must be readily available: Comprehensive Annual Financial Report on an annual basis.
- Loan documents will include determination of taxability language (including retroactive interest, penalties and other fees and costs associated therewith) allowing for a higher taxable loan rate should the interest on the loan not be excludable from the gross income of the holder for federal income tax purposes
- Other documents as VNB may deem necessary.

Legal Opinions:

Prior to closing, there shall be delivered to the Bank: (A) opinions of counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) no material litigation that would adversely affect (financial or otherwise) the condition of the City or that would adversely affect the transactions contemplated by the loan documents; (5) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939, and (5) the interest on the loan is excludable from the gross income of the Bank and if applicable, the loan is "bank qualified" under Section 265(b)(3) of the Code.

Closing Expenses: All expenses associated with preparing the documentation of the Loan, including without limitation costs of underwriting, VNB's counsel, etc., would be paid by Borrower.

This is a non-binding term sheet and does not constitute a commitment to lend by VNB. VNB will have no obligation to provide the credit facility contemplated by this term sheet until a separate written agreement designated as a commitment letter is executed by an authorized representative of VNB and accepted in writing by the Borrower.

Sincerely,

Terri Mulvihill

Teri Mulvihill
First Vice President
Commercial Banking



NON-BINDING TERM SHEET

February 28, 2023

City of Belleair Beach, Florida
Attention: Mr. Kyle Riefler – City Manager and
Mr. Chris Roe – Bryant Miller Olive
444 Causeway Blvd.
Belleair Beach, Florida 33786

Dear Mr. Riefler and Mr. Roe:

SouthState Bank, N.A. ("the Bank") is pleased to have the opportunity to consider your loan request on behalf of the City of Belleair Beach, Florida. This letter is a Non-Binding Proposal.

Borrower:	City of Belleair Beach, Florida ("the City" or "Borrower")
Purpose:	The purpose of the proceeds of the Loan will be used to finance stormwater improvements along with road improvements and pay closing costs.
Loan Amount and Type:	Not to exceed \$2,120,000.00 (Two Million One Hundred Twenty Thousand Dollars). The loan is anticipated to close on or prior to April 7, 2023, and will be considered a Bank Qualified Tax-Exempt term loan.
Collateral:	The Loan will be secured by a covenant to annually budget and appropriate ("CB&A") non-ad valorem revenues of the City. The City will covenant and agree to appropriate in its annual budget, by amendment, if necessary, legally available Non-Ad Valorem Revenues of the City, subject to payment of expenditures for essential governmental services as required by law.
Maturity Date:	April 1, 2033
Interest Rate:	The interest rate shall be a bank qualified tax-exempt fixed rate of 4.36% for the term of the loan, provided the loan is closed by no later than April 7, 2023. Interest will be calculated on a 30/360 day count basis.
Repayment Terms:	Principal and Interest payments will be paid semi-annually beginning on October 1, 2023, and each April 1 and October 1 of each year for the term of the loan. Should the City prefer a repayment structure that is more frequent, the Bank will consider such a request from the City prior to closing.
Prepayment Penalty:	The Borrower may prepay in part or full without a prepayment penalty except for refinancing with another financial or lending institution or affiliates thereof. In that event, the prepayment penalty shall be 1.0% of the principal balance of the loan for years one through five. There will be no penalty thereafter.
Late Fees:	Bank may, at its option collect from the Borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days

Internal

LOCAL MARKET LEADERSHIP | LONG TERM HORIZON | REMARKABLE EXPERIENCES |
MEANINGFUL AND LASTING RELATIONSHIPS | GREATER PURPOSE

NON-BINDING TERM SHEET

after the payment is due.

Event of Default:	Upon an event of default as described in the Bond Resolution, the holder may recover from the Borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise. Remedies shall include acceleration in the event of payment default.
Default Rate:	The greater of 3% above the Note rate or the WSJ Prime Rate plus 2%, not to exceed the maximum rate permitted by law.
Bank Fees:	Bank fees including its bond counsel review shall not exceed \$3,000. It is understood that Bryant Miller Olive P.A. will prepare the documents on behalf of the Borrower with the Borrower bearing all closing costs. This shall include delivering to the Bank an opinion by Bond Counsel to ensure compliance by the City with the Internal Revenue Code of 1986, as amended ("Code"), and to qualify interest on the 2023 loan for exclusion from gross income for federal income tax purposes as set forth in the opinion of Bond Counsel on the Series 2023 loan, which shall be satisfactorily reviewed by Bank's Bond Counsel.
Warranties:	The Bank warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents. Additionally, please see the attached Non-Advisory Disclosure for Non-RFP Municipal Requests (Addendum A).
Covenants:	<ol style="list-style-type: none">1) Comprehensive annual financial report (CAFR) within 270 days of fiscal year end and the City's Budget within 60 days of adoption shall be provided to the bank by the borrower.2) Borrower shall provide such other financial information from time to time as is reasonably requested by the Bank.3) Anti-Dilution Test: During such time as the Loan is outstanding, the City agrees that, as soon as practicable upon the issuance of debt by the City which is secured by or payable from any Non-Ad Valorem Revenues, it shall deliver to the Noteholder (Bank) a certificate certifying that it is in compliance with the following: (i) the historical Non-Ad Valorem Revenues (net of expenditures for essential governmental services) shall cover projected aggregate maximum annual debt service on the Loan and on all other debt secured by or payable from any Non-Ad Valorem Revenues by at least 1.25x NOTE: Exact language defining this measurement shall be in a form acceptable to the Bank.4) In conjunction with this closing, the City shall certify it is in compliance with this Anti-Dilution Test.5) The City agrees to take such actions as may be required by Treasury regulations in order to maintain the status of the loan as a tax-exempt obligation. In the event the loan is not considered tax exempt as a result of final determination by the IRS which results from the County's actions or inactions, the Bank reserves the right to increase the interest rate (see "Interest Rate" above) to the taxable rate equivalent (Note Rate divided by 0.79).
Conditions:	<ol style="list-style-type: none">1) Loan documents to be satisfactorily reviewed and approved by Bank's Bond Counsel.2) Formal approval and authorization from the City of Belleair Beach,

LOCAL MARKET LEADERSHIP | LONG TERM HORIZON | REMARKABLE EXPERIENCES |
MEANINGFUL AND LASTING RELATIONSHIPS | GREATER PURPOSE



NON-BINDING TERM SHEET

Florida Commission for the Loan.

3) In consideration of favorable rates and terms, the City warrants to maintain average deposit balances of \$250,000 with the Bank, as measured annually, for the life of the loan.

This Non-Binding Term Sheet is solely and exclusively intended to serve as a summary of potential credit facility terms and conditions as a basis for preliminary discussion purposes only and to demonstrate South State Bank's interest in reviewing your loan request and, subject to South State Bank's underwriting requirements, and submission of your request for approval. This term sheet does not include all of the terms and provisions that may be contained in any binding commitment letter which may later be offered to you. No oral communications between the parties shall be deemed to supersede this Non-Binding Term Sheet or indicate any commitment to extend credit in any form.

Upon approval of your loan, a commitment letter signed by a SouthState Bank officer will be provided to you for your consideration.

Sincerely,

Garry Lubi
Senior Vice President & Commercial Lender
386.569.0643 / glubi@southstatebank.com

Date

By accepting this Non-Binding Proposal you acknowledge and agree to the terms hereof, including without limitation the non-binding nature of this Proposal.

Authorized Signor

Date

Print Name: _____

LOCAL MARKET LEADERSHIP | LONG TERM HORIZON | REMARKABLE EXPERIENCES |
MEANINGFUL AND LASTING RELATIONSHIPS | GREATER PURPOSE

NON-BINDING TERM SHEET

“Addendum A”

Non-Advisory Disclosure for Non-RFP Municipal Requests

SouthState Bank, N.A. (SSB) is nationally chartered commercial banking institution. Neither SSB nor its representatives are acting as registered municipal advisors to City of Belleair Beach, Florida on the proposed transaction. With regard to any loan(s) contemplated to be made to City of Belleair Beach, Florida, City of Belleair Beach, Florida acknowledges that SSB would be making the loan(s) as a privately negotiated transaction and that such loan(s) shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with the Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number. SSB acknowledges that it would be purchasing the loan for its own purposes without the intent to sell or trade, it is in the business of making loans and understands the risks associated with making such loan(s) and that it has performed its own review and due diligence with regard to determining the specific risks represented herein. Further, it is SSB's understanding that City of Belleair Beach, Florida is extending this opportunity to other financial institutions, constituting a valid request for proposals, and that any conversations or recommendations regarding the structure of the loan would fall within that prescribed safe harbor.

LOCAL MARKET LEADERSHIP | LONG TERM HORIZON | REMARKABLE EXPERIENCES |
MEANINGFUL AND LASTING RELATIONSHIPS | GREATER PURPOSE

City of Belleair Beach
Anti-Dilution Test for Fiscal Year Ending September 30, 2022

<u>General Fund</u>	<u>09/30/22</u>
Ad Valorem	1,260,856
Franchise Fees	195,749
Utility Taxes	298,950
Intergovernmental	274,750
Charges for Services	705,051
Fines	72,001
Licenses & Permits	172,314
Interest on Investments	25,785
Miscellaneous	49,854
Subtotal	<u>3,055,310</u>
Less: Ad Valorem	<u>(1,260,856)</u>
Gross Available Non-Ad Valorem Revenue	1,794,454
 Maximum Annual Debt Service - Fiscal Year 2023 - Schedule Attached	 444,842
 Coverage	 4.03
(Required Coverage per Truist Series 2005 Note is 1.25x)	

City of Belleair Beach
Debt Service Schedule

CAPITAL PROJECTS FUND

Fiscal Year	Truist - Series 2005 - City Hall		South State - Series 2023 - Capital Improvements		SUBTOTALS		TOTAL
	Principal	Interest	Principal	Interest	Principal	Interest	
2023	160,000	20,798	\$175,709.12	\$88,335.07	335,709	109,133	444,842 highest year
2024	160,000	13,564	\$183,013.25	\$81,030.94	343,013	94,595	437,608
2025	160,000	6,330	\$190,621.01	\$73,423.18	350,621	79,753	430,374
2026	-	452	\$198,545.02	\$65,499.17	198,545	65,951	264,496
2027	-	-	\$206,798.43	\$57,245.76	206,798	57,246	264,044
2028	-	-	\$215,394.92	\$48,649.27	215,395	48,649	264,044
2029	-	-	\$224,348.77	\$39,695.42	224,349	39,695	264,044
2030	-	-	\$233,674.82	\$30,369.37	233,675	30,369	264,044
2031	-	-	\$243,388.56	\$20,655.63	243,389	20,656	264,044
2032	-	-	\$253,506.08	\$10,538.11	253,506	10,538	264,044
	480,000	41,144	2,125,000	515,442	2,605,000	556,586	3,161,586

88 kW Triton Tier 4 Final Diesel Generator

TP-JD88-T4F



Triton offers a complete line of Tier 4 Final diesel generators from 15 to 1500 kVA. Powerful and Dependable, our Tier 4 products can be open, mobile or stationary, depending upon your requirement. Powering everything from agriculture to health care to government institutions.



FEATURES

- ✓ Fully Integrated T4F Power Generation System
- ✓ Prototype-tested, Factory Built and Fully Tested
- ✓ Open-Source Components and Controls
- ✓ 125% Full Containment for Fluids
- ✓ Available in Open, Enclosed and Mobile
- ✓ Sub-Base Tank up to 45 hours

OPTIONS:

- Extended UL Fuel Tank
- Paralleling Systems
- UL2200 and CSA Available
- Extended Warranty
- Trailer with Extended Fuel Capacity
- Variety of Connections Available
- Over 100 different options available (see below)



OUTPUT RATINGS

Available Voltages at 60Hz	Standby		Prime	
	kW	kVA	kW	kVA
Single Phase, 1.0 Power Factor 110/220, 120/240	62	62	55	55
Three Phase, 0.8 Power Factor 120/208, 277/480	88	110	80	100
*Additional Voltages Available				

OUR TIER FOUR FINAL ENGINES

Only the highest quality Final Tier 4 engines power our mobile generators, offering the maximum performance and versatility. We utilize Kubota (15 to 40 kVA), John Deere (55 to 300 kVA), Scania (350 to 550 kVA) and Volvo (625 to 1500 kVA). Countless hours of lab testing, field prototype machines, and rugged off-highway applications have proven you don't have to sacrifice performance to comply with emissions standards.

OUR ALTERNATORS

Triton Mobile are equipped with Leroy-Somer alternators. Utilizing the latest technologies and with outputs extending from 5 to 5,000 kW, these alternators are designed to deliver superior efficiencies in Standby, Continuous and Prime generator applications worldwide.

88 kW Triton Tier 4 Final Diesel Generator TP-JD88-T4F



ENGINE INFORMATION

<i>Engine Make</i>	John Deere
<i>Model</i>	4045HFG04
<i>Tier Rating</i>	Tier 4 Final
<i>Engine Speed (RPM)</i>	1800
<i>Engine Power Output at rated RPM</i>	99 kWm / 133 HP
<i>Cooling</i>	Radiator Cooled
<i>Aspiration</i>	Turbocharged
<i>Total Displacement (Liter)</i>	4.5
<i>No. of Cylinders and Build</i>	4, in line
<i>Bore and Stroke</i>	106 x 127
<i>Compression Ratio</i>	17.0:1
<i>Governor</i>	Electronic
<i>Fuel Consumption (L/hr)</i>	
<i>Full Load</i>	17.5
<i>75% Load</i>	13.8
<i>50% Load</i>	10.4
<i>Oil Capacity (Liter)</i>	14.7
<i>Coolant Capacity (Liter)</i>	23.7

ALTERNATOR INFORMATION

<i>Manufacturer</i>	Leroy Somer
<i>Design</i>	Brushless single bearing, revolving field
<i>Stator</i>	2/3 pitch
<i>Rotor</i>	Single bearing, flexible disc
<i>Insulation System</i>	Class H
<i>Standard Temperature Rise</i>	125 -163°C Continuous
<i>Exciter Type</i>	Self Excited
<i>Phase Rotation</i>	A (U), B (V), C (W)
<i>Alternator Cooling</i>	Direct drive centrifugal blower fan
<i>AC Waveform Total Harmonic Distortion</i>	No load < 1.5%. Non distorting balanced linear load < 5%
<i>Telephone Influence Factor (TIF)</i>	<50 per NEMA MG1-22.43
<i>Telephone Harmonic Factor (THF)</i>	<2%

DEEP SEA 7420 DIGITAL CONTROLLER

- Adaptable for a wide variety of single gen-set applications, supporting diesel, gas and petrol engines.
- Monitors engine speed, oil pressure, coolant temperature, frequency, voltage, current, power and fuel level, giving you comprehensive engine and alternator protection.
- Easy USB configuration via the DSE PC Suite or directly through the controller's panel.
- Additional Synchronization Model (DSE8510) available upon request on customized equipment.



Manufacturer reserves the right to make changes in model, technical specifications, color, equipment and accessories without prior notice. All photos are representative and may not reflect exact model

88 kW Triton Tier 4 Final Diesel Generator

TP-JD88-T4F



STANDARD ITEMS

- ✓ Engine System:
 - Oil Drain Pump
 - Tier 4 Final Certification
 - Electronic Governor
 - Full Fluid Containment
- ✓ Fuel System
 - Fuel Valve for External Tank
 - Primary Fuel Filter
 - Fuel Capacity: XXX liters
 - Flexible Fuel Lines
- ✓ Electrical System
 - Side Mounted Control Panel
 - Unit Mounted Mainline Circuit Breaker
 - Battery Switch
- ✓ Cooling System
 - 45° C Ambient Temperature Rating
 - 50/50 Ethylene glycol antifreeze
 - Radiator Drain Extension
- ✓ Generator Set
 - Mounted on Heavy Duty Steel Base
 - Full Factory Load Bank Testing
 - Sub-Base Lifting Points
 - Forklift Pockets for Easy Transport
- ✓ Alternator
 - 12 Lead Leroy-Somer Alternator
- ✓ Enclosure
 - Stainless Steel Hinges and Locks
 - Ultra-Quiet Enclosure
 - Powder Coated Finish
 - Easy Access to All Service Points
 - Fully Sound Attenuated (66db at 7 meters)
 - Advanced Water and Dust Proofing

OPTIONAL ITEMS

- Engine System:
 - Upgraded Exhaust Silencers (Hospital, Residential, Critical)
 - Heavy Duty Air filters
 - Oil Heater
 - Block Heater (Circulating, up to 5000 Watt)
- Fuel System
 - Fuel Cooling System
 - Extended Fuel Tank
- Electrical System
 - 2,3 or 4 Position Voltage Switch
 - Battery Charger (Standard and Float Type)
 - Additional Circuit Breakers
 - Shunt Trips
 - Electrically Controlled Breakers
 - Paralleling Systems
 - Electrical Connections (Cam-Locks, Refer Plugs, Distro Panel, and more)
- Cooling System
 - Upgraded Radiator Systems
 - Marine Grade Radiator
- Generator Set
 - Seismic Isolators
 - Remote Mounted Control System
- Enclosure
 - 20 and 40' Container Packages
 - Custom Paint Colors
- Alternator
 - Marinization (2-3 times dipped)
 - Permanent Magnetic Generator
- Trailer
 - Standard Trailer
 - Trailer with Extended Fuel Tank
 - Rhino Coating
- Additional Options
 - Please inquire, Triton can assist in engineering nearly any option

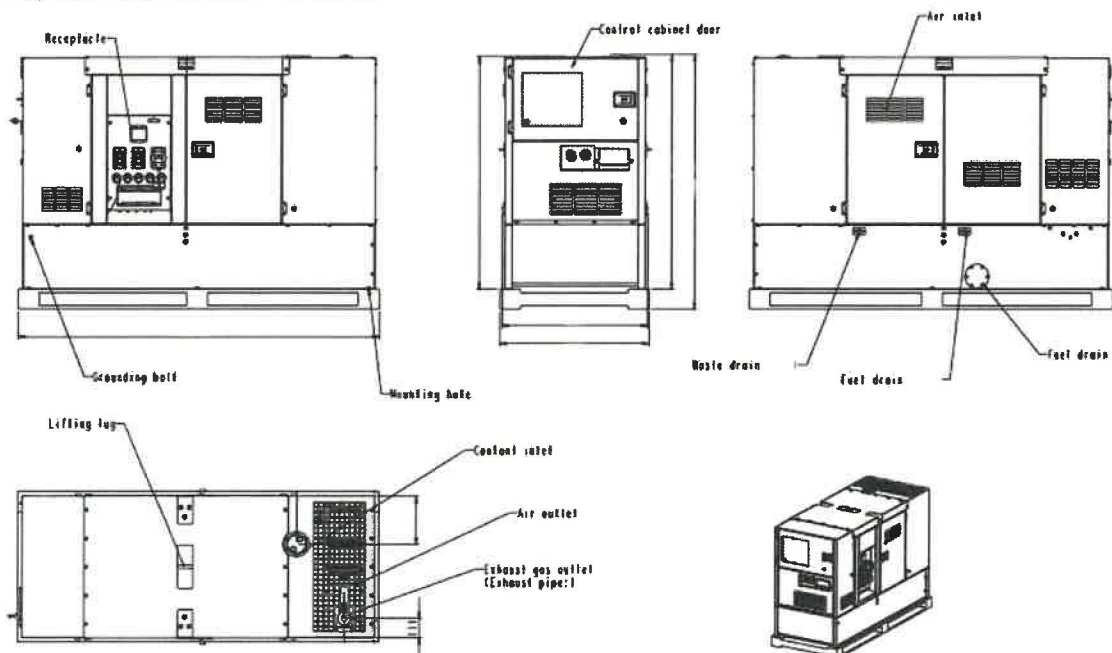
88 kW Triton Tier 4 Final Diesel Generator TP-JD88-T4F



WEIGHT AND DIMENSIONS

Enclosed

Length (mm)	3160
Width (mm)	1172
Height (mm)	1977
Dry Weight (kg)	2476
Fuel Tank (L)	680



*Drawings are representative only and do not reflect actual product

ENCLOSURE FEATURES AND BENEFITS

- ✓ Made of high-quality steel and completely powder coated. The paint has a three-step process ensuring protection against erosion, scratching, and corrosion.
- ✓ Advanced water and dust proof design of service doors and canopy board, effectively stopping intrusion from natural elements.
- ✓ Noise reduction enhanced by an exhaust silencer and high quality interior acoustic lining that is sound absorbent and fire-retardant
- ✓ Built for easy installation, maintenance and transport
- ✓ Lifting eyes located at base make it easier to move and transport.
- ✓ Easy to Maintain with Access on both sides, includes Integral base drainage outlets, modular enclosure for easy parts replacement.

TRITON POWER CORP
8511 NW 61 STREET MIAMI, FL USA
305-592-6300 Fax: 305-592-5900
email: info@tritonpower.com
website: tritonpower.com

Manufacturer reserves the right to make changes in model, technical specifications, color, equipment and accessories without prior notice. All photos are representative and may not reflect exact model



Zabatt Inc. Corporate Office
4612 Highway Ave. Jacksonville, FL 32254
Ph: 904-384-4505 Fax: 904-384-7446
Jacksonville | Orlando | Tampa | Miami

PROJECT INFORMATION

Customer	City of Belleair Beach	Date	1/26/2023	Quote #	S0102743
Project Name	City of Belleair Beach - Triton Mobile	* Quote Expires 15 Days From Issue Date		Revision	

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 - Triton Industrial generator, consisting of the following features and accessories:

100 kVA Triton Rental Package Generator
Powered by John Deere Diesel Generator - EPA Tier 4
Engine Model # 4045HFG04
Leroy Somer 12 Lead Alternator
60 Hz Power Rating:
Standby Power Rating: 110 kVA / 88 kW
Prime Power Rating: 100 kVA / 80 kW
3 POSITION VOLTAGE SWITCH SYSTEM OUTPUT:
•Three Phase 120/208V
•Three Phase 277/480V
•Single Phase 20/240V (80 kW/80 kVA 1.0 PF)
Distribution System with: Individual Breaker Protection
Main Circuit Breaker.
•2 GFCI duplex receptacles (20A – 125V)
•5 0A 125/250V twist-lock receptacles with Lexan covers
•1 set 400A single pin camlocks rated 400A with snap covers.
•Color coded Camlocks 3 - 5W black, red, blue, white & green.
Deep Sea Control Panel
50° C Ambient Mounted Radiator
Mainline Circuit Breaker
Externally Mounted Emergency Stop
680 Liter Fuel Tank
Internal Critical Grade Exhaust
Extra Heavy Duty Steel Base
Ultra quiet sound attenuated enclosure (74dB) with white powder finish coating
4/0 w male-female 50' (Qty 5)
4/0 w camlok - pigtail 10' (Qty 5)

MISCELLANEOUS

On-Site Start Up and Testing
FOB Origin, full freight allowed to first destination

WARRANTY

Generator: Standard 1 Year or 2,500 hours Warranty whichever comes first (from date of performing start up)

THE FOLLOWING IS NOT INCLUDED

Fuel
Concrete Pad
Service & Maintenance Agreement



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Jacksonville | Orlando | Tampa | Miami

Formal Training
Distribution panel and circuit breakers
Not AHCA Compliant

INSTALLATION - SCOPE OF WORK (LICENSE # EC13007198)

- Install temporary cable pigtails into the existing portable docking station for ease of connection of a temporary generator at ground level.

All work to be completed during normal business hours: Monday – Friday 8am – 5pm

***Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; including and not limited to authority having jurisdictions changes and unforeseen violations.**

EXCLUSIONS

- Engineering or utility company fees • Surveys not included and may be required by municipality for permitting

PRICE

\$97,848.47	Plus Applicable Sales Tax
Stock-1 week - subject	Week Estimated Ship Date
to prior sale	

Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.

Zabatt, Inc. is a State of Florida Certified Minority owned business.

Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.

ADDER: to include in the scope of supply a 1 Year Quarterly Maintenance Agreement which consist of (1) Major And (3) Minor visit per year: \$1,300.00 plus tax

Major Visit: Includes generator inspection and testing in accordance with factory recommended procedures. Labor to change oil and filters, perform visual fuel inspection, travel mileage and travel time, shop supplies and the following parts: oil and oil filter.

Minor Visit: Includes generator inspection and testing in accordance with factory recommended procedures, travel mileage, and travel time

CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

Delivery, Shipments, and Claims (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.



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Jacksonville | Orlando | Tampa | Miami

Price and Minimum Billing

Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

Credit and Payment Terms

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document

Agreement

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.

Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Henry Carpenter

(407) 924-6378

Henry.Carpenter@zabatt.com

CITY	DESCRIPTION	FINE	LATE CHARGES
<u>Belleair Beach</u>	Overtime parking	\$35.00	Doubled amount of violation fee after 15 days.
Belleair Bluffs	Overtime parking	\$30.00	Doubled amount of violation fee after 15 days.
Belleair Shore	Overtime parking	\$45.00	Doubled amount of violation fee after 15 days.
Clearwater	Overtime Parking	\$30.00	\$10 on day 16. \$15 on day 30. On/after day 31, 23% added to total ticket including late fees.
Gulfport	Overtime Parking	\$30.00	Determined by District Pinellas County District Court.
Indian Rocks Beach	Overtime Parking	\$75.00	None
Indian Shores	Overtime Parking	\$50.00	Additional \$100 after 15 days
Kenneth City	<i>Illegal Parking (no metered spots)</i>	\$50.00	Tickets paid to City Clerk charged flat fee of \$23.00.
Madeira Beach	Overtime Parking	\$60.00	Additional \$30 after day 14
Pinellas Park	<i>Illegal Parking (no metered spots)</i>	\$30.00	Doubled amount of violation fee after 15 days.
Redington Shores	Overtime Parking	\$50.00	Tickets paid to City Clerk charged flat fee of \$23.00.
St. Pete	Overtime Parking	\$25.00	Additional \$15 after day 15
St. Pete Beach	Overtime Parking	\$45.00	Additional \$100 after 15 days
Tarpon Springs	<i>Illegal Parking (no metered spots)</i>	\$50.00	None
Treasure Island	Overtime parking	\$60.00	Doubled amount of violation fee after 15 days.

ARTICLE V. CODE ENFORCEMENT¹

DIVISION 1. GENERALLY

Secs. 2-201—2-220. Reserved.

DIVISION 2. CODE ENFORCEMENT PROCEDURES—GENERALLY²

Sec. 2-221. Creation; purpose.

There is created by this division a special master with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing codes and ordinances in force within the city, where a pending or repeated violation continues to exist including, but not limited to, occupational license, fire, building, zoning, and sign codes. Nothing in this division shall prohibit the city council from enforcing any code by other means.

(Ord. No. 06-12, § 2, 10-2-2006)

Secs. 2-222—2-240. Reserved.

Sec. 2-241. Definitions.

Code enforcement officer means a code enforcer employed by the City of Belleair Beach whose duty it is to enforce and assure compliance with the codes and ordinances adopted by the city.

Repeat violation means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occurred at different locations.

Special master means a person authorized by the Belleair Beach City Council to hold hearings and assess fines against violators of the City of Belleair Beach codes and ordinances.

Violator means the person or entity legally responsible for the violation including, but not limited to, owners and lessees of property on which the violation has occurred.

¹Cross reference(s)—Building codes, § 10-31 et seq.; fire control district, code enforcement, § 26-2.

State law reference(s)—Code enforcement procedures, F.S. § 162.01 et seq.

²Editor's note(s)—Section 1 of Ord. No. 06-12, adopted Oct. 2, 2006, repealed §§ 2-221—2-268 in their entirety. Said sections had been codified as Div. 2, Code Enforcement Board Procedures, and derived from Ord. No. 99-08, adopted Aug. 16, 1999. Sections 2—14 of Ord. No. 06-12 retitled Div. 2 and enacted similar provisions to read as herein set out.

(Ord. No. 06-12, § 3, 10-2-2006)

Sec. 2-242. Code enforcement officer/town marshal.

- (a) The city may designate a code enforcement officer or town marshal to enforce the provisions of the city code of ordinances. Except for the town marshal, the designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest. Nothing in this section amends, alters, or contravenes the provisions of any state-administered retirement system or any state-supported retirement system established by general law.
- (b) A code enforcement officer is authorized to issue notices of violation and to request the city's special master to hear cases in which there has been noncompliance. Other employees or agents of the city may, by resolution of the city council, be designated as code enforcement officers.
- (c) A code enforcement officer or the town marshal may also issue notices to appear before the County Court of Pinellas County, Florida, for any violation of the City Code.
- (d) The town marshal shall be a "law enforcement officer" or a "part-time law enforcement officer", as defined in F.S. § 943.10(1), (6) and shall have the power of arrest without warrant pursuant to the provisions of F.S. § 901.15(1), and as herein provided.
 - (1) To the maximum extent possible, and within the town marshal's discretion, the town marshal shall issue a notice to appear for misdemeanors or violations of municipal or county ordinances and the authority to conduct a lawful search thereon.
 - (2) The provisions of F.S. § 901.17 pertaining to the method of arrest without a warrant shall be applicable to the powers and duties of the town marshal.
 - (3) The provisions of F.S. § 901.21 pertaining to the search of persons arrested shall be applicable to the powers and duties of the town marshal.
 - (4) The provisions of F.S. § 901.28 pertaining to notice to appear for misdemeanors or violation of municipal or county ordinances shall not affect the town marshal's authority to conduct searches.
 - (5) The provisions of F.S. § 316.1945 et seq. pertaining to unlawful stopping, standing or parking shall be applicable to the powers and duties of the town marshal.
- (e) The town marshal shall use his or her sole discretion in the enforcement of the provision of this chapter or the provisions of any state law.

(Ord. No. 06-12, § 4, 10-2-2006; Ord. No. 16-03, § 1, 9-7-2016)

Sec. 2-243. Appointment of special master.

The city shall utilize the services of one or more special masters to conduct hearings concerning violations of the codes and ordinances in force within the city. The city council shall appoint at least one qualified person to serve as the special master and at least one qualified person to serve as an alternate special master in the event the special master is unable to attend a meeting. The appointment(s) shall be in the sole discretion of the city council. Applicants for the special master position must have a law degree and demonstrate a working knowledge of governmental building codes. Each special master shall serve for a term of two years though special masters may be reappointed for consecutive two-year terms. The special masters shall be subject to removal, with or without cause, from their positions at any time during their term by the city council in its sole discretion. Special masters shall not be considered to be city employees. They may receive compensation for their service and also may be reimbursed for such travel, mileage and per diem expenses as may be authorized by the city manager.

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(Supp. No. 19)

(Ord. No. 06-12, § 5, 10-2-2006)

Sec. 2-244. Legal counsel.

The city attorney shall not be used to prosecute violations before the special master, but may be utilized to answer questions of law and procedure, as required.

(Ord. No. 06-12, § 6, 10-2-2006)

Sec. 2-245. Enforcement procedure.

- (a) It shall be the duty of the code enforcement officers to initiate enforcement proceedings of the various codes. The special master shall not have the power to initiate such enforcement proceedings.
- (b) Except as provided in subsection (i), if a violation of the codes is found, the code enforcement officer shall notify the violator and give the violator a reasonable time, no less than five days and up to a maximum of 30 days, to correct the violation. For violations occurring on property occupied by a tenant, both the owner of the property and the tenant, if the tenant can be identified, may be cited for the violation. In addition, for rental properties, rental managers may be provided a courtesy copy of the notice of violation pursuant to subsection (k), below. The determination of a reasonable time shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of the violation; nature, extent, and probability of danger or damage to the public; and other relevant factors relating to the reasonableness of the time period prescribed. Should the violation continue beyond the time specified for correction, the code enforcement officer shall notify the special master of the charges and request a hearing. For a repeat violation, it is not necessary for the code enforcement officer to give the violator a reasonable time to correct the violation.
- (c) The special master through its clerical staff, shall schedule a hearing and written notice of such hearing shall be served on the violator by one of the following methods:
 - (1) Delivery by certified mail, return receipt requested, provided that, if such notice is sent under this subsection to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the city by such owner, and is returned as unclaimed or refused, notice may be provided by posting as described in subsection (d)(2), below, and by first class mail directed to the addresses furnished to the city with a properly executed proof of mailing or affidavit confirming the first class mailing;
 - (2) By hand delivery by a code enforcement officer, law enforcement officer, or process server; or
 - (3) By leaving the notice at the violator's usual place of residence with any person residing therein who is over 15 years of age and informing such person of the contents of the notice; or
 - (4) In the case of commercial premises, leaving the notice with the manager or other person in charge.
- (d) In addition to providing notice as set forth in subsection (c), above, notice may also be served by one or both of the following methods:
 - (1) Publishing such notice once during each week for four consecutive weeks in a newspaper of general circulation in Pinellas County, which meets the requirements of F.S. ch. 50 for legal and official advertisements. Proof of publication shall be by affidavit, in conformance with F.S. §§ 50.041 and 50.051, filed with the city clerk.
 - (2) Posting such notice for at least ten days prior to the hearing or prior to any deadline contained in the notice in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the Belleair Beach City Hall. Proof of posting shall be by

affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

- (e) The notice of hearing shall include the following:
- (1) Name of the code enforcement officer who initiated the request for a hearing.
 - (2) A factual description of the alleged violation.
 - (3) Date of alleged violation.
 - (4) Section of code or ordinance allegedly violated.
 - (5) Place, date and time of the hearing.
 - (6) Right of violator to be represented by counsel.
 - (7) Right of violator to present witnesses and evidence.
 - (8) Notice that failure of the violator to attend the hearing may result in a fine being assessed against him or her.
 - (9) Notice that requests for continuances will not be considered if not received by the special master at least five calendar days prior to the date set for hearing.
- (f) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (c), above, together with proof of publication or posting as provided in subsection (d) shall be sufficient to show that the notice requirements of this division have been met, without regard to whether or not the alleged violator actually received such notice.
- (g) If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code enforcement officer the case shall be presented to the special master even if the violation has been corrected prior to the special master hearing and the notice shall so state.
- (h) If a repeat violation is found, the code enforcement officer shall notify the violator but is not required to give the violator a reasonable time to correct the violation. A hearing before a special master shall be requested and scheduled in the manner provided above.
- (i) If the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety and welfare, or if the violator is engaged in violations of an itinerant or transient nature as defined in this code, or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the special master and request a hearing.
- (j) If the owner of property which is subject to an enforcement proceeding before a special master transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
- (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee;
 - (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor;
 - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding; and
 - (4) File a notice with the code enforcement officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five (5) days after the date of the transfer.

A failure to make the disclosures described in subsections (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

- (k) Managers of rental properties may file with the code enforcement manager a list of the properties they manage, along with the name and address of the person to whom any courtesy notice provided under this subsection should be sent. The code enforcement officer may prescribe a required format for such information, so as to best accommodate the provision of courtesy notices. Whenever a notice of violation is provided to the owner or tenant of any such property, the code enforcement officer shall attempt to mail a courtesy copy of the notice of violation, as well as any subsequent notice of hearing pertaining to such violation, to the name and address provided by the rental property manager. Failure to mail any such courtesy copy shall not, however, affect the validity of any notice of violation, hearing or other procedure or proceeding.

(Ord. No. 06-12, § 7, 10-2-2006; Ord. No. 21-03, § 2, 7-12-2021)

Sec. 2-246. Conduct of hearing.

- (a) Upon request of the code enforcement officer, or at such other times as may be necessary, the special master may convene hearings. No special master hearing shall be set for sooner than ten calendar days from the date of service of the notice of violation. Minutes shall be kept of all hearings by the special master and all hearings and proceedings shall be open to the public. The city manager shall provide clerical and administrative personnel as may be reasonably required by the special master for the proper performance of their duties.
- (b) Each case before the special master shall be presented by the code enforcement officer or by its legal representation. If the city prevails in prosecuting a case before the special master, it shall be entitled to recover all costs incurred in prosecuting the case before the special master.
- (c) The special master shall proceed to hear the cases on the agenda for that day. If the alleged violator has been duly notified of the hearing, the hearing may proceed in the absence of the named violator. All testimony shall be under oath and shall be recorded. The special master shall take testimony from the code enforcement officer, the alleged violator, and any other witnesses who have personal knowledge concerning the alleged violation. Documentary evidence may be presented in support of or in defense of the charge. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings. In order to render an order finding the violator guilty, the special master must find that a preponderance of the evidence indicates that the named violator was responsible for the violation as alleged.
- (d) At the conclusion of the hearing, the special master shall issue an order containing findings of fact, based on evidence of record, and conclusions of law. The order of the special master may include a notice that it must be complied with by a specified date, and that a fine may or will be imposed and, under the conditions specified in section 2-248(a), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the special master shall issue an order acknowledging compliance that shall be recorded in the public records. A special master hearing is not required to issue such an order acknowledging compliance.

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- (e) If a repeat violation is found, the code enforcement officer shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code enforcement officer, upon notifying the violator of the repeat violation, shall notify the special master, if applicable, and request a hearing. The special master, through his or her clerical staff, shall schedule a hearing and shall provide notice of the hearing as required by this ordinance. The case may be presented to the special master even if the repeat violation has been corrected prior to the special master hearing, and the notice shall so state. If the repeat violation has been corrected, the special master retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the special master.

(Ord. No. 06-12, § 8, 10-2-2006)

Sec. 2-247. Powers.

The special master shall have the power to:

- (a) Adopt rules for the conduct of its hearings.
- (b) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the Pinellas County Sheriff or an authorized process server.
- (c) Subpoena evidence to its hearings.
- (d) Take testimony under oath.
- (e) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

(Ord. No. 06-12, § 9, 10-2-2006; Ord. No. 21-03, § 3, 7-12-2021)

Sec. 2-248. Administrative fines.

- (a) The special master, upon notification by the code enforcement officer that a previous order of the special master has not been complied with by the set time, or, upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified by this section for each day the violation continues past the date set by the special master for compliance or, in the case of a repeat violation, for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code enforcement officer. In addition, if the violation is a violation described in section 2-245(i), the special master shall notify the city, which may make all reasonable repairs, which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this division, a hearing shall not be necessary for issuance of the order imposing a fine. If, after due notice and hearing, the special master finds a violation to be irreparable or irreversible in nature, the special master may order the violator to pay a fine as specified in subsection (b).
- (b) That the code enforcement special master or the city manager, as the case may be, is authorized to charge or assess administrative or prosecution costs up to the amount of \$500.00 to be imposed on each case where the violator has been determined to be in violation of the Belleair Beach City Code, or where the code enforcement special master's hearing has been set or commenced notwithstanding the final disposition of

any violation; and shall give the violator a date and time certain in which to pay said costs or the cost of abatement.

The fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation and, in addition, may include all costs of repairs pursuant to subsection (a), above, and the city's cost of enforcing its code. However, if the special master finds the violation to be irreparable or irreversible in nature, the special master may impose a fine not to exceed \$5,000.00 per violation, plus the city's costs of repairs, if any, and costs of enforcement.

(c) In determining the amount of the fine, the special master shall consider the following factors:

- (1) The gravity of the violation;
- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

(d) The special master may reduce a fine imposed pursuant to this section.

(Ord. No. 06-12, § 10, 10-2-2006; Res. No. 2018-12, § 1, 7-2-2018; Ord. No. 20-01, § 2, 6-1-2020)

Sec. 2-249. Liens.

(a) A certified copy of an order imposing a fine, or a fine plus repair costs or enforcement costs or both, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any real or personal property owned by the violator.

(b) Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but shall not be deemed otherwise to be a judgment of a court except for enforcement purposes. Unless otherwise ordered by the special master, a fine imposed pursuant to this division shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city and the city may execute a satisfaction or release of lien entered pursuant to this section.

(Ord. No. 06-12, § 11, 10-2-2006)

Sec. 2-250. Foreclosure.

(a) After three months from the filing of any such lien, which remains unpaid, the city council may authorize the city attorney to foreclose on the lien. No lien created pursuant to this section may be foreclosed on real property which is homestead protected from claims of creditors by the Florida Constitution.

(b) In any action to foreclose on a lien, the prevailing party is entitled to recover all litigation costs, including reasonable attorney's fees that it incurs in the foreclosure. If the city is the prevailing party, in addition to recovery of litigation costs and attorney's fees, the city may also recover all costs incurred in recording and satisfying a valid lien.

(Ord. No. 06-12, § 12, 10-2-2006; Ord. No. 09-07, § 1, 10-5-2009)

Sec. 2-251. Duration of lien.

No lien shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded. No lien created pursuant to the provisions of this ordinance may be enforced on real property, which is a homestead under Art. X, Sec. 4 of the Florida State Constitution.

(Ord. No. 06-12, § 13, 10-2-2006)

Sec. 2-252. Appeal.

- (a) An aggrieved party including the city council may appeal a final administrative order of the special master to the circuit court. A notice of appeal shall be filed with the city clerk with a copy to the circuit court, within 30 days of the execution of the order to be appealed.
- (b) An appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master.
- (c) All appeals shall be governed by the Florida Rules of Appellate Procedure.

(Ord. No. 06-12, § 14, 10-2-2006)

Secs. 2-253—2-260. Reserved.

***DIVISION 3. ENFORCEMENT PROCEDURES THROUGH THE COUNTY COURT
SYSTEM³***

Sec. 2-261. Enforcement of city codes or ordinances; penalties.

- (a) The city council may designate certain of its employees or agents as code enforcement officers. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, zoning inspectors, law enforcement officers, animal control officers, or fire safety inspectors. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of F.S. §§ 943.085—943.255. Nothing in this section amends, alters, or contravenes the provisions of any state-administered retirement system or any state-supported retirement system established by general law.
- (b) (1) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge.
 - (2) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within

³Editor's note(s)—Ord. No. 06-12, adopted Oct. 2, 2006, retitled Div. 3, Citation Enforcement Procedure, to read as herein set out.

which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(3) A citation issued by a code enforcement officer shall contain:

- a. The date and time of issuance.
- b. The name and address of the person to whom the citation is issued.
- c. The date and time the civil infraction was committed.
- d. The facts constituting reasonable cause.
- e. The number or section of the code or ordinance violated.
- f. The name and authority of the code enforcement officer.
- g. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
- h. The applicable civil penalty if the person elects to contest the citation.
- i. The applicable civil penalty if the person elects not to contest the citation.
- j. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

- (c) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.
 - (d) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.
 - (e) The provisions of this section shall not apply to the enforcement pursuant to F.S. §§ 553.79 and 553.80 of building codes adopted pursuant to F.S. § 553.73 as they apply to construction, provided that a building permit is either not required or has been issued by the municipality. For the purposes of this subsection, "building codes" means only those codes adopted pursuant to F.S. § 553.73.
 - (f) The provisions of this section are additional and supplemental means of enforcing municipal codes or ordinances and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Nothing contained in this section shall prohibit the city from enforcing its codes or ordinances by any other means.
 - (g) The city council may designate a town marshal pursuant to the provisions of section 2-242 of the city code who shall be a "law enforcement officer" or a "part-time law enforcement officer", as defined in F.S. § 943.10(1), (6), and who shall have the power of arrest without a warrant pursuant to the provisions of F.S. § 901.15(1).
- (1) To the maximum extent possible, and within the town marshal's discretion, the town marshal shall issue a notice to appear for misdemeanors or violations of municipal or county ordinances and the authority to conduct a lawful search thereon.

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- (2) The provisions of F.S. § 901.17 pertaining to the method of arrest without a warrant shall be applicable to the powers and duties of the town marshal.
 - (3) The provisions of F.S. § 901.21 pertaining to the search of persons arrested shall be applicable to the powers and duties of the town marshal.
 - (4) The provisions of F.S. § 901.28 pertaining to notice to appear for misdemeanors or violation of municipal or county ordinances shall not affect the town marshal's authority to conduct searches.
 - (5) The provisions of F.S. § 316.1945 et seq. pertaining to unlawful stopping, standing or parking shall be applicable to the powers and duties of the town marshal.
 - (h) The town marshal shall use his or her sole discretion in the enforcement of the provision of this chapter or the provisions of any state law.
- (Ord. No. 06-12, § 15, 10-2-2006; Ord. No. 16-03 , § 2, 9-7-2016)

Sec. 2-262. Code or ordinance violation; civil infraction.

Any violation of the City Code or ordinances, except as otherwise provided in section 1-15 or otherwise provided by a city ordinance, shall constitute a civil infraction with a civil penalty as set forth in the City Code.

(Ord. No. 06-12, § 16, 10-2-2006)

Sec. 2-263. Contested citation before the county court; procedure.

In all citations that are contested before the county court by an alleged violator, the code enforcement officer or town marshal that issued the citation shall testify and deliver documents to the court which show the code enforcement officer or town marshal's investigation that caused him/her to believe that the person had committed a civil infraction in violation of a duly enacted city code or ordinance. The city attorney of the city is authorized to prosecute such citations before the county court or assist the code enforcement officer or town marshal in preparation and the presentation of evidence to the court in a contested case.

(Ord. No. 06-12, § 17, 10-2-2006; Ord. No. 16-03 , § 3, 9-7-2016)

Secs. 2-264—2-310. Reserved.

DIVISION 4. ORDINANCES AND RESOLUTIONS⁴

Sec. 2-311. Preparation; introduction.

- (a) All ordinances shall be prepared by the city attorney.
- (b) Ordinances shall be introduced for passage or approval as follows:
 - (1) A proposed ordinance of the city, introduced at a regular or special meeting of the city council, shall be referred to a work session for review and discussion unless the city council directs otherwise.

⁴Charter reference(s)—Ordinances and resolutions, §§ 2.11—2.15.

State law reference(s)—Procedure for adoption of ordinances and resolutions, F.S. § 166.041.

Thereafter, the ordinance shall be referred to a regular or special meeting called for the purpose of acting upon such ordinances, for a first reading.

- (2) Before becoming law, every proposed ordinance, except emergency ordinances, shall be passed by a majority vote of the city council upon two separate readings. The first reading shall take place at the meeting when scheduled. The second and final reading shall take place at a subsequent meeting of the city council after proper notice and publication of such reading.
- (3) All ordinances shall be adopted in the manner prescribed by the Charter or state law. An ordinance proposed to the city council shall be read by title only, unless a reading in full is approved by the majority vote of the city council, except emergency ordinances which shall be adopted in the manner prescribed by section 2.13 of Charter. Notice of the intent of the city council to consider adoption of an ordinance, not otherwise excepted in this section, shall be published in a local newspaper at such times as prescribed by law for the adoption of an ordinance.
- (4) An ordinance shall not relate to more than one subject, which subject shall be clearly expressed in its title. An ordinance, or section of an ordinance, shall not be substantially or substantively amended or repealed unless the new ordinance contains the title of the ordinance or section amended or repealed. All ordinances shall be introduced as amendments to existing ordinances or sections of this Code being created or amended.
- (c) Unless otherwise directed by the city council, all resolutions for consideration by the city council shall be prepared by the city clerk.
- (d) Before presentation to the city council, all ordinances and resolutions shall have been approved by the city attorney as to legal form and sufficiency.
- (e) The original of all ordinances and resolutions shall be maintained by the city clerk in appropriate binders and filed in chronological order. A duplicate copy of all ordinances and resolutions shall be similarly maintained and filed by the city clerk and stored at a location designated by the city council.

(Ord. No. 99-07, § 2(2-22), 7-6-1999)

Sec. 2-312. Civil offenses and penalties.

The violation of any provision of an ordinance or code listed in section 2-317 shall constitute a civil offense which shall be punishable by a civil fine in the amount prescribed in section 2-317.

(Ord. No. 99-08, § 1(3-11), 8-16-1999)

Sec. 2-313. Reserved.

Editor's note(s)—Section 18 of Ord. No. 06-12, adopted Oct. 2, 2006, repealed § 2-313, which pertained to civil infractions and enforcement procedures, and derived from Ord. No. 99-08, adopted Aug. 16, 1999.

Sec. 2-314. Reserved.

Editor's note(s)—Section 18 of Ord. No. 06-12, adopted Oct. 2, 2006, repealed § 2-314, which pertained to civil penalties, and derived from Ord. No. 99-08, adopted Aug. 16, 1999.

Sec. 2-315. Reserved.

Editor's note(s)—Section 18 of Ord. No. 06-12, adopted Oct. 2, 2006, repealed § 2-315, which pertained to rights of violators, and derived from Ord. No. 99-08, adopted Aug. 16, 1999.

Sec. 2-316. Reserved.

Editor's note(s)—Section 18 of Ord. No. 06-12, adopted Oct. 2, 2006, repealed § 2-316, which pertained to administrative hearings, and derived from Ord. No. 99-08, adopted Aug. 16, 1999.

Sec. 2-317. Schedule of civil penalties.

- (a) The violation descriptions set forth in subsection (b) of this section may be amended from time to time; may be enforced pursuant to the provisions of this article; and shall prescribe the dollar amount of civil fines and costs for the violation of the enumerated sections of this Code.
- (b) The following descriptions of violations are for informational purposes only, and the civil penalties are meant only as proposed figures not intended to limit the nature, number or amount of fines to be imposed for the violations which may be cited in this subsection. To determine the exact nature of the activity prescribed or required by this Code, the relevant Code section, ordinance or treatise cited in the specific violation must be examined.
 - (1) Any violation of chapter 6 of this Code.
 - (2) Any violation of chapter 10 of this Code.
 - (3) Any violation of chapter 22 of this Code.
 - (4) Any violation of chapter 26 of this Code.
 - (5) Any violation of chapter 30 of this Code.
 - (6) Any violation of section 46-6.
 - (7) Any violation of section 54-62.
 - (8) Any violation of chapter 62 of this Code.
 - (9) Any violation of chapter 86 of this Code.
 - (10) Any violation of chapter 94 of this Code.
- (c) Any person violating any provision of this Code, as set forth in subsection (b) of this section, shall be subject to a civil fine and costs punishable as a class IV violation, as published in the Pinellas County Court Uniform Fine Schedule For Local County/City Ordinance Violations. Any repeated violation of the same city Code provision by the same person within one year of a previously issued citation shall constitute an offense punishable as a class II violation, as published in the Pinellas County Court Uniform Fine Schedule For Local County/City Ordinance Violations.
- (d) Nothing in this chapter shall prohibit or restrict any law enforcement officer from charging any person who violates any provision of this Code with a misdemeanor violation, and issuing a notice to appear citation for appearance before the county courts.

(Ord. No. 99-08, § 1(3-16), 8-16-1999; Ord. No. 08-04, § 1, 5-5-2008)

Secs. 2-318—2-329. Reserved.

PART II - CITY CODE
Chapter 2 - ADMINISTRATION
ARTICLE V. - CODE ENFORCEMENT
DIVISION 5. MAINTENANCE OF RESIDENTIAL PROPERTIES UNDER FORECLOSURE

DIVISION 5. MAINTENANCE OF RESIDENTIAL PROPERTIES UNDER FORECLOSURE

Sec. 2-330. Purpose.

It is the intent of this division to protect and preserve public safety, security, and quiet enjoyment of occupants, abutters, and neighborhoods by: (i) requiring all property owners, including lenders, trustees, and service companies with an equity interest, to properly maintain foreclosing properties (ii) regulating the maintenance of foreclosing residential properties to prevent blighted and unsecured residential structures and accessory improvements.

(Ord. No. 11-13, § 1, 1-9-2012)

Sec. 2-331. Registration of foreclosing residential properties; duty to provide written notice of mortgage foreclosure.

- (a) All property owners situated within the City of Belleair Beach, their authorized agent, or mortgage lender of record shall register residential properties with the City of Belleair Beach, subject to foreclosure proceedings on forms provided by the city manager.
- (b) All registrations must state the owner's, or agent's or mortgagee's phone number and mailing address located within or without the state. The mailing address may be a post office box, but must also include the street address location of the owner's, agent's or mortgagee's place of business. The registration must also certify that the property was inspected and identify whether the property is vacant at the time of filing. If the property is vacant, the owner and/or registrant must designate and retain a local individual or local (Pinellas, Hillsborough or Pasco Counties) property management company responsible for the security and maintenance of the property.
- (c) The designation of a property management company must state the individual or company's name, phone number, and local mailing address. The mailing address may be a post office box but must also include the street address location of the individual or company. If the property is in the process of foreclosure, then the registration must be received within seven days of the initiation of the foreclosure process. If the city manager determines that the property is vacant and that foreclosure proceedings have not been initiated, the registration must be received within 14 days of the city's first citation for improper maintenance.
- (d) All property registrations are valid for one calendar year. An annual registration fee of \$100.00 must accompany the registration form. Subsequent annual registrations and fees are due within 30 days of the expiration of the previous registration and must certify whether the foreclosing and/or foreclosed property remains vacant or not.
- (e) Once the property is no longer vacant or is sold, the owner must provide proof of sale or written notice and proof of occupancy to the city manager.

(Ord. No. 11-13, § 2, 1-9-2012)

Sec. 2-332. Maintenance requirements.

- (a) Properties subject to this division must be maintained in accordance with the relevant property maintenance, codes, building codes, and local regulations concerning external and/or visible maintenance. The property owner, local agent or local property management company must inspect and maintain the property on a regular basis for the duration of the vacancy.
- (b) The property must contain a posting with the name and 24-hour contact phone number of the local agent or property management company responsible for the maintenance. This posting must be affixed to the front door of the property.
- (c) Adherence to this division does not relieve the owner of any applicable obligations set forth elsewhere in the Belleair Beach City Code or within any covenant conditions and restrictions and/or homeowner's association rules and regulations, if applicable.

(Ord. No. 11-13, § 3, 1-9-2012)

Sec. 2-333. Inspections.

The Pinellas County Sheriffs' Office in conjunction with the city's code enforcement officer shall have the authority and the duty to inspect properties subject to this division for compliance and to issue citations for any violations. They shall have the discretion to determine when and how such inspections are to be made, provided that its policies are reasonably calculated to ensure that this article is enforced.

(Ord. No. 11-13, § 4, 1-9-2012)

Sec. 2-334. Enforcement and penalties.

Violations of this article may be cited, reported and considered by the special magistrate pursuant to the provisions of chapter 2, article V of the City Code or by any other available means as determined by the city. Each day a violation continues shall be considered a separate offense.

(Ord. No. 11-13, § 5, 1-9-2012)

Sec. 2-335. Appeal.

Any person aggrieved by the requirements of this article may seek an administrative appeal to the city manager. Any person aggrieved by a final decision issued under this article by the city may seek relief in any court of competent jurisdiction as provided by the laws of the state.

(Ord. No. 11-13, § 6, 1-9-2012)

Secs. 2-336—2-349. Reserved.