



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

**Monday, November 7, 2022
Community Center, 6:00 PM**

**PUBLIC MEETING NOTICE
AGENDA**

Call to Order
Pledge of Allegiance
Roll Call

1. Approval of Agenda.
2. Citizens Comments. (Each speaker will be recognized once and will be limited to a (3) three-minute presentation on any subject that is not on the Agenda)
3. Presentation: Proclaiming November 11, 2022, as Veterans Day.
 - To honor and acknowledge our veterans for their contributions to the principles of democracy, individual freedom, and human rights
4. Presentation: Pinellas County Sheriff's Office.
 - Law Enforcement monthly report
 - Code Enforcement monthly report
5. City Attorney Report.
6. City Manager Report.
7. City Clerk Report.

Public Hearing.

8. Consideration Of Ordinance 22-04, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Amending Chapter 30 – "Marine Structures, Activities, And Facilities", Article Iv – "Beach", Of The City's Code Of Ordinances, To Repeal Provisions In Section 30-141 Establishing A "Gulf Of Mexico Safety Zone" In Order To Conform To Applicable State Laws And Regulations; Replacing The "Gulf Of Mexico

Safety Zone" With A "Vessel-Exclusion Zone" Designated As A "Public Bathing Beach" Restricted To Manually Propelled Vessels Only; Providing For The Installation Of Regulatory Markers; Establishing Violations Relating To The Public Bathing Beach; Establishing The Means Of Enforcement; Amending Sections 30-142 Through 30-144 To Conform To The Restrictions Applicable Within The Created Vessel Exclusion Zone; Providing For The Incorporation Of Recitals; Providing Administrative Direction To Implement This Ordinance; Providing For Severability; Providing For An Effective Date. (Second Reading)

- To establish a "vessel-exclusion zone" designated as a "public bathing beach"

Consent Agenda

9. Approval of September 19, 2022, Final Budget Public Hearing Minutes.
10. Approval of October 10, 2022, City Council Meeting Minutes.

Regular Agenda

11. Consideration of Resolution 2022-09, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Providing For Changes In The General Fund, Capital Projects Fund And Stormwater Fund Appropriations, To The Fiscal Year 2021-2022 Annual Budget.
12. Consideration of Appointment of Park and Recreation Board Member.
 - Deborah (Debi) Keith
13. Consideration of Change Order Options on 12th Street, 13th Street, and Bay Drive Stormwater Project.
 - Consider two options for addressing discovered pipe
14. Authorize the Interim City Manager to Execute Assignment and Assumption Agreement with Novation.
 - SEPI Engineering & Construction, Inc. to TranSystems Corporation
15. Consideration of the Procedure to Fill the Vacant City Council Seat.
 - Review of the procedure as outlined for the 'Appointment of City Councilmember'
16. Unfinished Business.
17. City Council Comments.

Adjournment

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the

proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The law does not require the City Clerk to transcribe verbatim minutes, therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-595-4646 or fax a written request to 727-593-1409.

Patricia A. Gentry, CMC
City Clerk

Upcoming Meetings and Events

as of November 3, 2022

Park and Recreation Board Meeting

Friday, November 18, 2022

1:00pm

PROCLAMATION

City of Belleair Beach

Veterans Day, November the 11th, 2022

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and

WHEREAS, tens of millions of Americans have served in the Armed Forces of the United States during the past century; and

WHEREAS, hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century; and

WHEREAS, our state is home to nearly than 1.5 million veterans; and

WHEREAS, our veterans are brave and selfless individuals who, when duty called, willingly put themselves in harm's way to defend the lives and liberty of others; and

WHEREAS, their abiding patriotism and enduring devotion to the ideals on which the United States is founded can never fail to inspire us; and

WHEREAS, our veterans understand the important task before the American service men and women now keeping watch; and

WHEREAS, all Floridians must strive to ensure that ours remains a land worthy of the great love our veterans have shown for it;

NOW, THEREFORE, I, Dave Gattis, Mayor of the City of Belleair Beach, do hereby proclaim November 11, 2022, as

Veterans Day

in the City of Belleair Beach, and I encourage all people in our city to acknowledge and honor the contributions of our veterans to the principles of democracy, individual freedom, and human rights.

IN WITNESS WHEREOF, I set my hand and seal of the City of Belleair Beach to be affixed this 7th day of November 2022.

Dave Gattis, Mayor

ATTEST:

Patricia A. Gentry, City Clerk

PINELLAS COUNTY SHERIFF'S OFFICE
BOB GUALTIERI, SHERIFF



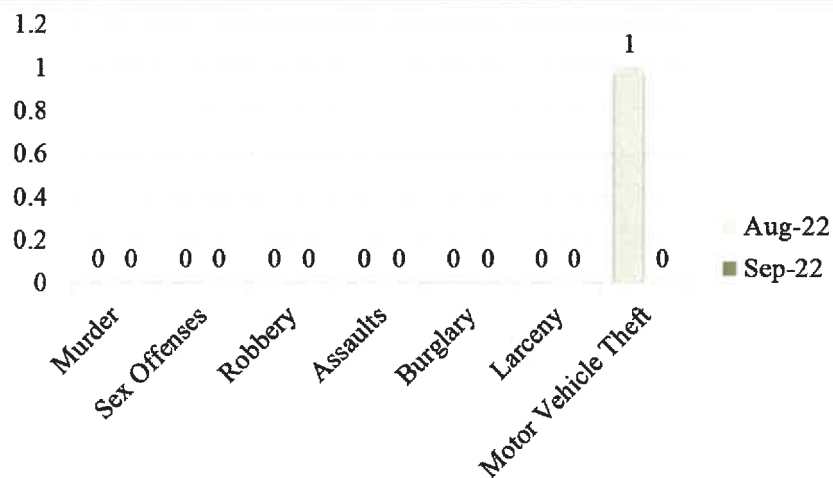
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

September 2022

| Select UCR Property & Person Crimes | August 2022 | September 2022 | September 2021 YTD | September 2022 YTD |
|-------------------------------------|-------------|----------------|--------------------|--------------------|
| Murder | 0 | 0 | 0 | 0 |
| Sex Offenses | 0 | 0 | 0 | 1 |
| Robbery | 0 | 0 | 0 | 0 |
| Assaults | 0 | 0 | 7 | 9 |
| Burglary | 0 | 0 | 1 | 3 |
| Larceny | 0 | 0 | 4 | 9 |
| Motor Vehicle Theft | 1 | 0 | 1 | 1 |
| GRAND TOTAL | 1 | 0 | 13 | 23 |



Arrests

September 2022

There were a total of 4 people arrested in the City of Belleair Beach during the month of September 2022 resulting in the following charges:

| ARREST TYPE & DESCRIPTION | TOTAL |
|------------------------------------|----------|
| Felony | 3 |
| Possession Of Controlled Substance | 2 |
| Possession Of Weapon By Felon | 1 |
| Misdemeanor | 1 |
| Possession Of Drug Paraphernalia | 1 |
| Traffic Misdemeanor | 3 |
| Driver's License Suspended/Revoked | 1 |
| Driving Under The Influence | 1 |
| No Valid Driver's License | 1 |
| Grand Total | 7 |

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

Deputy Activity

There were a total of 754 events in the City of Belleair Beach during the month of September resulting in 879 units responding.

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

September 2022

| DEPUTY ACTIVITY | TOTAL |
|------------------------------------|-------|
| Directed Patrol | 235 |
| Traffic Stop | 148 |
| House Check | 135 |
| Vehicle Abandoned/Illegally Parked | 38 |
| Contact | 35 |
| Ordinance Violation | 21 |
| Traffic Control | 14 |
| Boating Vessel Stop | 12 |
| Area Check | 11 |
| Assist Citizen | 10 |
| Suspicious Person | 10 |
| Information / Other | 10 |
| Suspicious Vehicle | 8 |
| Special Detail | 7 |
| Open Door/Window | 6 |
| Community Contact | 6 |
| Assist Motorist | 6 |
| Traffic Violation | 6 |
| Alarm | 5 |
| DUI | 3 |
| 911 Hang-up Or Open Line | 3 |
| Transport Prisoner | 3 |
| Neighbor Problem | 3 |
| Lost/Found/Abandoned Property | 2 |
| Traffic Hazard/Obstruction | 2 |

Prepared by: Casey Taylor

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

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

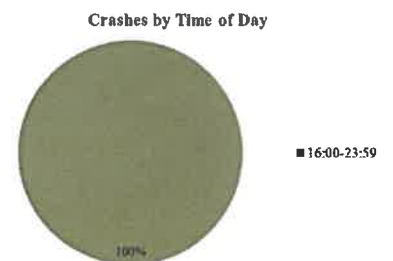
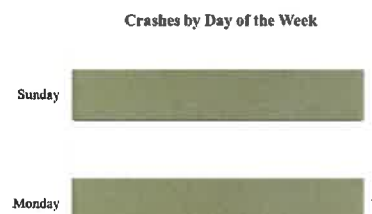
- 3 -

10/12/2022

Crash & Citation Analysis

There were **2** crashes in the City of Belleair Beach during September 2022. *Crash data is filtered by disposition type and may include "accident and hit and run" problem types.

| CRASH LOCATIONS | TOTAL |
|-------------------|-------|
| Gulf Blvd/6th St | 1 |
| Gulf Blvd/13th St | 1 |



There were a total of **195** citations and warnings issued in the City of Belleair Beach during September 2022.

| TOP 10 TRAFFIC CITATION LOCATIONS | TOTAL |
|-----------------------------------|-------|
| Gulf Blvd & Causeway Blvd | 11 |
| 0 Belleair Beach Causeway | 8 |
| 3505 Gulf Blvd | 6 |
| Gulf Blvd & 14th St | 4 |
| Causeway Blvd & Palm Drive | 3 |
| Causeway Blvd & Cedar Drive | 3 |
| Gulf Blvd & 12th St | 3 |
| Gulf Blvd & Howard Drive | 3 |
| Gulf Blvd & 4th St | 2 |
| Gulf Blvd & 6th St | 2 |



Prepared by: Casey Taylor

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

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

- 4 -
10/12/2022



CATEGORY

| L A N D S C A P | P A R K I N G | D O C K S | R E N T A L | P E R M I T | T R A S H | N U I S A N C E | S I G N S | V I O L A T I O N | O T H E R |
|-----------------|---------------|-----------|-------------|-------------|-----------|-----------------|-----------|-------------------|-----------|
|-----------------|---------------|-----------|-------------|-------------|-----------|-----------------|-----------|-------------------|-----------|

Monthly Code Enforcement Report

| Start DATE | Closed DATE | DAYS OPEN | CATEGORY | | | | | | | # | Street Name | SOURCE | COMMENTS |
|------------|-------------|-----------|----------|---|--|--|--|---|--|------|----------------|---------|---|
| 10/4/2022 | 10/4/2022 | 1 | | | | | | | | 301 | Harbor Drive | On view | Follow up Stop Work Order/Remodel |
| 10/4/2022 | 10/4/2022 | 1 | | | | | | | | 102 | 18th Street | On view | A/C Install no permit / Stop Work Order |
| 10/4/2022 | 10/4/2022 | 1 | | | | | | | | 100 | Aleta Drive | On view | Ord 94-217 Boat in Driveway / 5 Day Notice |
| 10/4/2022 | 10/4/2022 | 1 | X | | | | | | | 434 | 22nd Street | On view | Ord 94-251 Brush / 5 Day Notice |
| 10/4/2022 | 10/4/2022 | 1 | X | | | | | | | 106 | 7th Street | Comp | Ord 94-251 Brush / 5 Day Notice |
| 10/6/2022 | 10/6/2022 | 1 | | | | | | | | 2720 | Hibiscus Dr | Comp | Ord 10-81 Green Pool |
| 10/6/2022 | 10/6/2022 | 1 | X | | | | | | | 105 | 24th Street | On view | Ord 22-34 Weeds / 2nd Notice |
| 10/6/2022 | 10/6/2022 | 1 | | | | | | | | 100 | Aleta Drive | On view | Follow up / Case Closed |
| 10/6/2022 | 10/6/2022 | 1 | | | | | | | | 2227 | Donato Drive | On view | Follow up / Case Closed |
| 10/6/2022 | 10/6/2022 | 1 | X | | | | | | | 2234 | Donato Drive | On view | Follow up / 2nd Notice Pending |
| 10/6/2022 | 10/6/2022 | 1 | | | | | | | | 102 | 18th Street | On view | Follow up / Case Closed |
| 10/7/2022 | 10/7/2022 | 1 | X | | | | | | | 106 | 7th Street | On view | Follow up / Ord Violation |
| 10/7/2022 | 10/7/2022 | 1 | | | | | | X | | 110 | 3rd Street | On view | Water Leak / County waterline/ Owner aware |
| 10/10/2022 | 10/10/2022 | 1 | | | | | | | | 109 | 2nd Street | On view | Re-Model No Permit / Stop Work Order |
| 10/10/2022 | 10/10/2022 | 1 | | | | | | | | 2169 | Louisa Drive | On view | Trailer in Driveway / 5 Day notice |
| 10/10/2022 | 10/10/2022 | 1 | | | | | | | | 2501 | Bayshore Drive | On view | Permit Check Window Install / Valid |
| 10/12/2022 | 10/12/2022 | 1 | | | | | | | | 2700 | Gulf Blvd | Comp | Ord 22-34 5 Day Notice |
| 10/12/2022 | 10/12/2022 | 1 | X | | | | | | | 2500 | Gulf Blvd | Comp | Ord 22-34 5 Day Notice |
| 10/12/2022 | 10/12/2022 | 1 | X | | | | | | | 228 | Howard Drive | On view | Ord 10-81 Garbage on ground |
| 10/12/2022 | 10/12/2022 | 1 | | | | | | | | 2505 | Hibiscus Dr | On view | Ord 22-34 5 Day Notice |
| 10/12/2022 | 10/12/2022 | 1 | X | | | | | | | 101 | 20th Street | On view | Follow up Permit Valid |
| 10/12/2022 | 10/12/2022 | 1 | X | | | | | | | 2100 | Gulf Blvd | Comp | Overgrown Sea Grapes/ 5 day Notice |
| 10/12/2022 | 10/12/2022 | 1 | | | | | | | | 108 | 1st Street | On view | A/C Install no permit / Stop Work Order |
| 10/14/2022 | 10/14/2022 | 1 | | | | | | | | 228 | Howard Drive | On view | Follow up ord 10-81/ Case Closed |
| 10/14/2022 | 10/14/2022 | 1 | | | | | | | | 2720 | Hibiscus Dr | On view | Follow up ord 10-81 / Pending |
| 10/14/2022 | 10/14/2022 | 1 | | | | | | X | | 105 | 24th Street | On view | Abatement Letter Posted |
| 10/14/2022 | 10/14/2022 | 1 | X | | | | | | | 2234 | Donato Drive | On view | Follow up Ord Violation 22-34 / Case Closed |
| 10/14/2022 | 10/14/2022 | 1 | | | | | | | | 108 | 1st Street | On view | Follow up / A/C Install / Valid Case Closed |
| 10/16/2022 | 10/16/2022 | 1 | X | | | | | | | 106 | 7th Street | On view | Follow up / Ord Violation |
| 10/16/2022 | 10/16/2022 | 1 | | | | | | | | 2169 | Louisa Drive | On view | Trailer in Driveway / 5 Day notice |
| 10/16/2022 | 10/16/2022 | 1 | X | | | | | | | 434 | 22nd Street | On view | Follow up /Ord Violation |
| 10/16/2022 | 10/16/2022 | 1 | | X | | | | | | 301 | 22nd Street | On view | Ord Violation / Comm Truck /Veh Moved |
| 10/16/2022 | 10/16/2022 | 1 | | | | | | | | 2720 | Hibiscus Dr | On view | Follow up Green Pool /5 Day notice |
| 10/16/2022 | 10/16/2022 | 1 | | | | | | X | | 220 | Howard Drive | On view | No Work on Sunday / Stop Work Order |
| 10/16/2022 | 10/16/2022 | 1 | | | | | | X | | 516 | Belle Isle | On view | No Work on Sunday / Stop Work Order |



CATEGORY

| L A N D S C A P E | P A R K I N G | D O C K S | R E N T A L | P E R M I T | T R A S H | N U I S A N C E | S I G N S | V I O L A T I O N | O T H E R |
|-------------------|---------------|-----------|-------------|-------------|-----------|-----------------|-----------|-------------------|-----------|
|-------------------|---------------|-----------|-------------|-------------|-----------|-----------------|-----------|-------------------|-----------|

Monthly Code Enforcement Report

| Start DATE | Closed DATE | DAYS OPEN | | | | | | | # | Street Name | SOURCE | COMMENTS |
|------------|-------------|-----------|---|--|--|--|--|--|---|---------------------------------|---------|---|
| 10/16/2022 | 10/16/2022 | 1 | | | | | | | X | 517 Belle Isle | On view | No Work on Sunday / Stop Work Order |
| 10/17/2022 | 10/17/2022 | 1 | | | | | | | | 512 Belle Isle | On view | A/C Install No County permit / Will follow up |
| 10/17/2022 | 10/17/2022 | 1 | | | | | | | | 516 Belle Isle | On view | Follow up No Permit / PCCLB notified |
| 10/17/2022 | 10/17/2022 | 1 | | | | | | | | 1105 Gulf Blvd | Comp | Nuisance Comp/ Unforded |
| 10/17/2022 | 10/17/2022 | 1 | | | | | | | | 109 2nd Street | On view | Follow up Poss Charges/ Case SO22-329463 |
| 10/18/2022 | 10/18/2022 | 1 | | | | | | | | 516 Belle Isle | On view | Stop Work Order / PCCLD |
| 10/18/2022 | 10/18/2022 | 1 | | | | | | | | 512 Belle Isle | On view | Follow up A/C install valid permit |
| 10/18/2022 | 10/18/2022 | 1 | X | | | | | | | 2700 Gulf Blvd | On view | Follow up Ord Violation 22-34 / Case Closed |
| 10/18/2022 | 10/18/2022 | 1 | | | | | | | X | 2169 Louisa Drive | On view | Follow up Ord / case closed |
| 10/18/2022 | 10/18/2022 | 1 | X | | | | | | | 2505 Bayshore Drive | On view | Ord 22-34 5 Day Notice |
| 10/18/2022 | 10/18/2022 | 1 | | | | | | | | 111 8th Street | On view | Stop Work Order / PCCLD |
| 10/24/2022 | 10/24/2022 | 1 | | | | | | | | 444 Causeway Blvd/ Bayside Park | On view | Illegal park vehicle / Veh moved |
| 10/24/2022 | 10/24/2022 | 1 | | | | | | | | 103 14th Street | On view | Pods in driveway / No permit |
| 10/24/2022 | 10/24/2022 | 1 | | | | | | | X | 127 Aleta Drive | On view | Animal at large |
| 10/24/2022 | 10/24/2022 | 1 | | | | | | | | 127 Aleta Drive | On view | Outdoor Kitchen / No Permit |
| 10/25/2022 | 10/25/2022 | 1 | | | | | | | | 127 Aleta Drive | On view | Follow up Outdoor Kitchen |
| 10/25/2022 | 10/25/2022 | 1 | X | | | | | | | 123 Aleta Drive | Comp | Ord 22-34 Trees/Brush 5 Daynotice |
| 10/25/2022 | 10/25/2022 | 1 | | | | | | | | 614 Belle Isle | On view | Window install/ Permit Check |
| 10/25/2022 | 10/25/2022 | 1 | X | | | | | | | 2505 Hibiscus Dr | On view | Follow up Ord Violation 22-34 / Case Closed |
| 10/25/2022 | 10/25/2022 | 1 | | | | | | | | 114 14th Street | On view | A/C Install valid Permit |
| 10/25/2022 | 10/25/2022 | 1 | X | | | | | | | 2505 Bayshore Drive | On view | Follow up Ord 22-34 / Pending |
| 10/27/2022 | 10/27/2022 | 1 | | | | | | | | 132 Aleta Drive | On view | Permit check Valid |
| 10/27/2022 | 10/27/2022 | 1 | | | | | | | | 2214 Donato Drive | On view | Permit check Valid |
| 10/27/2022 | 10/27/2022 | 1 | | | | | | | | 2199 Louisa Drive | On view | Permit Check / Valid |
| 10/31/2022 | 10/31/2022 | 1 | | | | | | | | 103 3rd Street | On view | Permit Check / Valid |
| 10/31/2022 | 10/31/2022 | 1 | | | | | | | | 907 Harbor Drive | On view | Permit Check / Valid |
| 10/31/2022 | 10/31/2022 | 1 | | | | | | | | 941 Spruce Street | On view | Ord 22-33 (Junk in yard) Removed |
| 10/31/2022 | 10/31/2022 | 1 | X | | | | | | | 103 21st Street | On view | Ord 22-34 5 Day Notice |
| 10/31/2022 | 10/31/2022 | 1 | | | | | | | X | 2109 Bayshore Drive | Comp | Ord 22-33 (Sand Bags in front yard) 5 Day |
| 10/31/2022 | 10/31/2022 | 1 | | | | | | | | 115 Aleta Drive | On view | Follow up / Dock Repair Pending |



Interim City Manager Report November 2022

| Project | Key Dates | Unforeseen Issues | Assistance Required | Status |
|--|----------------------------------|-------------------|---------------------|--|
| B22-01: 12th/13th Street & Bay Drive – BMP 7&8 | January Completion Date | None | None | Agenda Item: City Council to consider replacing discovered 15 Inch elliptical RCP. |
| Gulf Blvd Undergrounding | | None | None | Utility Consultants of Florida continuing to obtain required easements along Gulf Blvd. |
| B22-02 7th Street Seawall Renovation, 7th Street Boat Ramp Replacement, and 16th Street Seawall Renovation | January Completion Date | None | None | Interim City Manager obtaining estimates for rebuilding fishing dock. |
| 17th and 18th Street (BMP 10 & 11) Stormwater Improvement Project | | None | None | Project design on hold. CAC developing a proposal to combine five stormwater projects funded by government loan. |
| Code Enforcement Analysis Project | Post Survey Meeting – November 4 | None | None | Results sent out to project team. |
| City Hall Generator | | None | None | Received updated Sourcewell quote at \$281,605.81. Capital Projects Fund budget short at \$240,000.00. |
| City Hall Seawall | | None | None | Interim City Manager obtaining estimate for budget comparison before bid. |
| Children's Playground Replacement | Install – February 2023. | None | None | New equipment is on back order. Demolition by January 2023. |



City Clerk Report

November 2022

| | Key Dates | Unforeseen Issues | Assistance Required | Status |
|---|-----------------------------------|-------------------|---------------------|-----------------------------------|
| UPDATE: Board of Adjustment Hearing to Appeal a Decision made that is consistent with the City Code: <ul style="list-style-type: none">In order to build a single-family home with three habitable floors | Hearing Date: October 13, 2022 | N/A | N/A | Denied |
| UPDATE: Satisfaction of Lien: 114 16th Street | | | | Satisfaction of Lien was received |

ORDINANCE 22-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, AMENDING CHAPTER 30 – “MARINE STRUCTURES, ACTIVITIES, AND FACILITIES”, ARTICLE IV – “BEACH”, OF THE CITY’S CODE OF ORDINANCES, TO REPEAL PROVISIONS IN SECTION 30-141 ESTABLISHING A “GULF OF MEXICO SAFETY ZONE” IN ORDER TO CONFORM TO APPLICABLE STATE LAWS AND REGULATIONS; REPLACING THE “GULF OF MEXICO SAFETY ZONE” WITH A “VESSEL-EXCLUSION ZONE” DESIGNATED AS A “PUBLIC BATHING BEACH” RESTRICTED TO MANUALLY PROPELLED VESSELS ONLY; PROVIDING FOR THE INSTALLATION OF REGULATORY MARKERS; ESTABLISHING VIOLATIONS RELATING TO THE PUBLIC BATHING BEACH; ESTABLISHING THE MEANS OF ENFORCEMENT; AMENDING SECTIONS 30-142 THROUGH 30-144 TO CONFORM TO THE RESTRICTIONS APPLICABLE WITHIN THE CREATED VESSEL EXCLUSION ZONE; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING ADMINISTRATIVE DIRECTION TO IMPLEMENT THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. That Chapter 30, Article IV, Sections 30-141 to 30-145 of the Belleair Beach City Code, is amended to read as follows:

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

~~(a) *Designated.* There is created a designated safety zone for restricted watercraft operation within the corporate boundaries of the city extending 100 yards from the shoreline into the Gulf of Mexico, and running parallel to the city's shoreline along the Gulf of Mexico.~~

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

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

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

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

Section 30-141. Public Bathing Beach Area.

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

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

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

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

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

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

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

(d) Violations.

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

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

Sec. 30-142.- Motorized Vessels.

Motorized vessels may not be launched from the Belleair Beach Causeway lying within the city limits. Motorized vessels may not be launched from or operate within the City's Public Bathing Beach, when powered by mechanical or other artificial means. This restriction shall not apply where the vessel is being manually operated and the mechanical means of propulsion is not engaged and, where possible, tilted or raised out of the water.

Sec. 30-143. - Sailboats.

Hobie-cats or similar sailboats with masts over 15 feet in height may not be launched from the Belleair Beach Causeway lying within the city limits. Hobie-cats or similar sailboats may not be launched from or operate within the City's Public Bathing Beach, when powered by mechanical or other artificial means, or with the sail engaged to facilitate the vessel's acceleration. This restriction shall not apply where the vessel is being manually operated and the mechanical means is titled or raised out of the water and any components designed for the purpose of wind-based propulsion are not engaged.

Sec. 30-144. - Prohibited activities.

It shall be unlawful for any person to engage in any of the following prohibited activities while using or entering upon any public beach within the city, except as may otherwise be provided in chapter 38 of this Code:

- (1) *Pets or other animals.* Dogs, cats or other animals of any kind shall not be permitted on any beach, whether on a leash or running free, except service animals required by persons who are disabled.
- (2) *Motorized vehicles and electric bicycles.* Motorized vehicles and electric bicycles (as defined by F.S. § 316.003(23)) shall not be permitted on any beach at any time, except for authorized police, fire or rescue emergency vehicles, public vehicles required to perform services on the beach or commercial vehicles contracted by the city to perform services on the beach.
- (3) *Motorized watercraft.* Motorized watercraft shall not be permitted to be launched, retrieved, moored or docked at any beach at any time, except for authorized coast guard, police, fire or rescue watercraft. Nothing in this subsection shall prohibit the temporary launching or mooring of any watercraft propelled exclusively by human power as otherwise specified in this Article ~~or the wind~~. For the purpose of this subsection, the term "temporary mooring" means mooring from sunrise to sunset.
- (4) *Open fire or grills.* Open fires or electric, gas or charcoal grills shall not be permitted on any beach at any time.
- (5) *Possession and consumption of alcoholic beverages or use of glass containers.* A person shall not enter upon any beach while such person is in possession of any

alcoholic beverage, or consume any alcoholic beverage, except as permitted by the city manager. Further, no person shall enter upon any beach while such person is in the possession of any glass container.

- (6) *Live music, parties or special events.* Live music of any kind shall not be permitted on any beach, nor shall any social event, party or similar event consisting of ten or more people be held on the beach without first having obtained prior written permission from the city manager.
- (7) *Tents, cabanas, canopies, umbrellas and game equipment.* The placement of tents, cabanas, umbrellas and game equipment shall be permitted on a beach only during the period from sunrise to sunset.
- (8) *Motion picture or television production.* Motion pictures or television productions shall not be permitted on any beach without first having obtained prior written permission from the city manager. Nothing in this subsection shall prohibit members of any news media from videotaping or conducting a live broadcast from any beach in connection with a scheduled activity or a current news event.
- (9) *Aircraft operation.* No person shall take off or land any unlicensed or unregistered manned or unmanned aircraft of any kind within the corporate limits of the city including model or remote operated aircraft, except for police, fire, rescue air med-evac or other public safety aircraft, without first having obtained prior written permission from the city manager. Except for public safety aircraft, no person shall operate any manned aircraft over any beach area at an altitude below that authorized by the Federal Aviation Administration. Unmanned aircraft intended to operate within the corporate limits of the city shall comply with all applicable provisions of the FAA Reauthorization Act of 2018.
- (10) *Fireworks.* A person shall not enter upon any beach while in possession of any fireworks, sparklers or other incendiary devices or objects; nor shall any person cause any fireworks, sparklers or other incendiary devices to be ignited or exploded over, on or into any beach without first having obtained prior written permission from the city manager.

Sec. 30-145 - Regulations. The following regulations are established for the public beach along the Gulf of Mexico within the corporate limits of the city:

- (1) Posting of signs or markers. ~~There shall be no swimming limitation buoys or markers installed in the waters of the Gulf of Mexico along the beach.~~ Signs of appropriate size and lettering shall be prominently displayed at the beach accesses which shall read, "No Lifeguard On Duty—Swim At Your Own Risk."
- (2) Hours. The public beach shall be open to the public 24 hours per day, seven days per week.

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

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

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

PASSED on first reading in a meeting of the City Council of the City of Belleair Beach, Florida, on the 10th day of October, 2022.

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

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

ATTEST:

Patricia A. Gentry, City Clerk

David Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

**CITY OF BELLEAIR BEACH
FINAL BUDGET PUBLIC HEARING**

Monday, September 19, 2022
5:05 p.m.

PUBLIC MEETING MINUTES

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

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

PUBLIC HEARING

- 1. Consideration of Resolution 2022-05, A Resolution of the City Council of the City of Belleair Beach, Florida, Establishing the Final Ad Valorem Millage Rate for the Fiscal Year 2022-2023, for the City of Belleair Beach, Florida, at 2.0394 Mills; and Establishing an Effective Date.**

City Attorney Mora read Resolution 2022-05.

Mayor Gattis opened the Public Hearing.

Seeing no one, the Public Hearing was closed.

MOTION was made by Councilmember Zabel and seconded by Councilmember Shirley to take Resolution 2022-05 to the final vote.

Councilmember Bankard stated that as the amount that had been budgeted for the new City Manager would change, would the rate still need to be at 2.0394 mills.

Mayor Gattis called for the vote.

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

Motion passed 6-1.

Mayor Gattis stated: The final millage rate for the City of Belleair Beach is 2.0394 mills for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, and is 13.83% higher than the rolled back rate of 1.7916 mills due to a 14.07% increase in property values. The purpose for setting the millage rate at 2.0394 is to fund the General Fund expenses for the Fiscal Year beginning October 1, 2022 through September 30, 2023.

2. Consideration of Resolution 2022-06, A Resolution of the City Council of the City of Belleair Beach, Florida, Making Appropriations for Certain Expenditures, Expenses, Capital Improvements and Certain Indebtedness of the City of Belleair Beach, Florida, for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; and Establishing an Effective Date.

City Attorney Mora read Resolution 2022-06.

Mayor Gattis opened the Public Hearing.

Seeing no one, the Public Hearing was closed.

MOTION was made by Councilmember Notaro and seconded by Councilmember Roberts to approve Resolution 2022-06.

Mayor Gattis called for the vote.

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

Motion passed 6-1.

Mayor Gattis stated: Resolution 2022-06 is adopted establishing a budget for the City of Belleair Beach for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, with the final millage rate of 2.0394 mills which is 13.83% higher than the rolled back rate of 1.7916 mills.

ADJOURN

MOTION was made by Councilmember Shirley and seconded by Councilmember Zabel to adjourn at 5:17pm.

Motion passed 7-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, CMC
City Clerk



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

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

PUBLIC MEETING MINUTES

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

Mayor Gattis advised that this meeting should have occurred on October 3rd but was delayed to give the City and the Citizens time to reverse all the preparations that were made in light of a possible hurricane. He asked that everyone join him in a moment of silence for all those who lost their lives, their loved ones, their pets, or their homes to Hurricane Ian.

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

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

1. Approval of Agenda.

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

Motion passed 6-1. Councilmember Shirley was opposed.

MOTION was made by Councilmember Shirley and seconded by Councilmember Bankard to **AMEND** the Agenda to add an item to discuss the City Manager position.

Motion passed 7-0.

Mayor Gattis stated 'Discussion of City Manager Search' will be Item number 24, Unfinished Business will be Item number 25, and City Council Comments will be Item number 26.

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

Citizens Comments included, in part:

- Kudos to Councilmember Zabel for making himself available to the Citizens
- Benches and bike racks on the beach
- PSFRD funding

3. **Presentation: Pinellas County Sheriff's Office.**
- **Law Enforcement monthly report**

PCSO Sergeant McKnight reviewed the monthly report.

- **Code Enforcement monthly report**

Deputy Klapka reviewed the monthly report. He advised that he and Sergeant Stibbard had met with Staff and Councilmember Roberts regarding code enforcement.

4. **Presentation: Certificates of Completion For IEMO II. The Florida League of Cities Institute for Elected Municipal Officials II Provides An Advanced Program on Municipal Government for Elected Officials.**
- **Councilmember Jody Shirley**
 - **Councilmember Mike Zabel**

Mayor Gattis presented the Certificates to Councilmember Shirley and Councilmember Zabel.

5. **Quarterly Board Reports**
- **Board of Adjustment**

Chair Mike Kelly comments included, in part:

- August Hearing: a variance for height of a pool was approved
- There will be a Hearing on October 13th to appeal the Interim City Manager's decision with regard to building a single-family home with three habitable floors

- **Citizens Advisory Committee**

Chair Ron Ciganek advised that the Committee had met to discuss a potential line of credit for emergency management purposes. The Committee will reconvene to discuss options after they have done further research.

Break from 6:28pm until 6:33pm.

- **Park and Recreation Board**

Chair Tammie Levenda's comments included, in part:

- Beach cleanups have been well-attended, thank you to all
- Halloween Costume Contest – October 30
- Chili Cook Off – November 19
- Holiday Food Drive – the month of November
- Holiday Social and Gift Drive – December 5
- Health & Wellness Fair – January 14
- City Council had tasked the Park and Recreation Board to do a survey of Residents regarding paving of the walking easement – the survey questions were approved with adding a map of the easement and the City events
- Benches and bike racks will be part of the discussion in the Belleair Beach Community Foundation (BBCF) launch in November
- Thank you to Interim City Manager Riefler for his help with the Park and Recreation Board and the Belleair Beach Community Foundation

- **Planning and Zoning Board – no report**

No report.

6. City Attorney Report.

City Attorney Mora comments included, in part,

- He and Interim City Manager Riefler have been working on the sign ordinance draft for review by Council
- Following the County's declaration of emergency for Hurricane Ian - he, Mayor Gattis, and Interim City Manager Riefler were in immediate contact to prepare what was needed for the City's declaration

7. City Manager Report.

Interim City Manager Riefler reviewed his monthly report in the Agenda Packet and added:

- He is working on a job description to advertise for an Administrative Assistant
- The generator for the Community Center is fully funded as of October 1 – he would like to have a work session discussion to determine if a generator is the best possible use of the funding for emergency management – other options would be:
 - Sandbagging procedures-over 5,000 bags were filled and distributed in two days
 - Tools and attachments to fit on the City tractor for more efficiency in filling sandbags

- Building a shed storage facility to have some sandbags stored and ready for distribution, which would also ease the traffic flow waiting for bags
- Regarding the email from a Resident about the sign on the beach – the sign is in the State’s jurisdiction - the FDEP advised that the sign is allowed per their standards

Mayor Gattis commended everyone that had participated bagging sand. He shared information for an alternative water barrier that he had used. They are compact, easily stored, and faster and easier for those who are physically unable to use sandbags. These could be considered for the City.

Councilmember Bankard thanked the Staff for their extra efforts prior to Hurricane Ian.

8. City Clerk Report.

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

Consent Agenda

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

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

Motion passed 7-0.

Regular Agenda

15. **Consideration of Ordinance 22-04, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Amending The City's Code Of Ordinances, To Repeal Provisions Establishing A "Gulf Of Mexico Safety Zone" In Order To Conform To Applicable State Laws And Regulations; Establishing A "Vessel-Exclusion Zone" Designated As A "Public Bathing Beach" Restricted To Manually Propelled Vessels Only; Providing For The Installation Of Regulatory Markers; Establishing Violations Relating To The Public Bathing Beach; Establishing The Means Of Enforcement; Providing For The Incorporation Of Recitals; Providing Administrative Direction To Implement This Ordinance; Providing For Severability; Providing For An Effective Date. Goal 1, Goal 5 (First Reading)**
- **To establish a "vessel-exclusion zone" designated as a "public bathing beach"**

City Attorney Mora read Ordinance 22-04 by Title only.

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

City Attorney Mora will make any changes needed with regard to 'prohibited activities' before the Second Reading.

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

Motion passed 7-0.

16. **Consideration of Resolution 2022-07, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Ratifying The State Of Local Emergency In Belleair Beach Declared By The Mayor Due To Tropical Depression Nine/Tropical Storm Ian/Hurricane Ian And Its Potential Threat Of Harm To The Residents And Property Of The City Of Belleair Beach; And Providing For An Effective Date And Termination Date. Goal 1 (Interim City Manager Riefler)**
- **To ratify the Proclamation of Emergency**
 - **To terminate the state of local emergency**

City Attorney Mora read Resolution 2022-07 by Title only.

MOTION was made by Councilmember Shirley and seconded by Councilmember Bankard to approve.

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

Motion passed 7-0.

17. **Consideration of Resolution 2022-08, A Resolution Of The City Council Of The City Of Belleair Beach Delegating To The City Manager The Administrative Authority To Authorize The Use Of The City Seal Under Certain Conditions; Making Related Findings; Providing For Severability; And Providing For An Effective Date. (Interim City Manager Riefler)**

- **Providing for limited powers of delegation by the City Manager to grant permission to written requests for use of the City Seal**

City Attorney Mora read Resolution 2022-08 by Title only.

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

Interim City Manager Riefler stated the immediate need for the Resolution was so the Belleair Beach Community Foundation would be able to use the City Seal.

MOTION to TABLE Resolution 2022-08 for further consideration was made by Vice Mayor Gunn and seconded by Councilmember Bankard.

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

Motion to TABLE failed 4-3.

Vote for Resolution 2022-08.

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

Passed 5-2.**18. Nomination and Election of Vice Mayor by Ballot.**

- **Nominate and elect a vice mayor following the resignation of Glenn Gunn from the Vice Mayor position. Councilmembers who have expressed interest are:**

- **Leslie Notaro**
- **Jody Shirley**
- **Mike Zabel**

MOTION was made by Vice Mayor Gunn and seconded by Councilmember Shirley to nominate and elect a new Vice Mayor.

Vice Mayor Gunn nominated Councilmember Jody Shirley.

Councilmember Mike Zabel nominated Mike Zabel.

Councilmember Leslie Notaro nominated Leslie Notaro.

Each nominee spoke regarding their qualifications and goals, followed by Citizens comments.

| | |
|----------------------------------|---------------|
| Councilmember Bankard voted for: | Leslie Notaro |
| Councilmember Gunn voted for: | Jody Shirley |
| Councilmember Notaro voted for: | Leslie Notaro |
| Councilmember Roberts voted for: | Jody Shirley |
| Councilmember Shirley voted for: | Jody Shirley |
| Councilmember Zabel voted for: | Mike Zabel |
| Vice Mayor Gunn voted for: | Jody Shirley |
| Mayor Gattis voted for: | Jody Shirley |

Mayor Gattis congratulated Councilmember Jody Shirley as Vice Mayor.

19. Consideration of Appointment of Park and Recreation Board Alternate Member to Member.

- **Deborah DiCosimo**

Ms. DiCosimo notified the City that she had decided to remain as an Alternate Board Member.

20. **Consideration of Agreement Between the Belleair Beach Community Foundation and the City of Belleair Beach for an Engraved Brick Program. Goal 3 (Interim City Manager Riefler)**
- **A program to recognize and honor persons, organizations, and events related to the City of Belleair Beach**

MOTION was made by Councilmember Notaro and seconded by Vice Mayor Shirley to approve.

Motion passed 7-0.

21. **Authorization to Approve Proposal for Plan Review Services. Goal 2 (Interim City Manager Riefler)**
- **Request authorization to contract with Madrid CPWG Services to review new building plans for compliance with City codes**

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Roberts.

Discussion of RFQs followed.

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

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

Motion to TABLE failed 4-3.

MOTION to AMEND was made by Councilmember Gunn and seconded by Councilmember Bankard to authorize utilizing Madrid CPWG Services with a 120-day time limit.

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

Motion passed 6-1.

22. Consideration to Execute Service Agreement with Victor Burianek for City Council Meeting Video Recordings. Goal 4 (Interim City Manager Riefler)

- **Continue video recording services with current contractor**

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

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

Motion passed 7-0.

23. Consideration Of Councilmember Zabel's Proposed Communication Procedures - Goal 4. (Councilmember Zabel)

- **Develop work list for myself and the City regarding Citizens concerns**
- **Recommend all agenda items be tagged with the Strategic Plan ID with end of year roll-up under the Strategic Plan ID, and a page on the City website showing the list**
- **Recommend names and email addresses of all Councilmembers be on all agendas**
- **Recommend a disclaimer for all Councilmembers' emails**
- **Recommend postcard from City requesting Citizen email addresses for City notifications**

Mayor Gattis addressed Councilmember Zabel and stated, in part: There are several items in this single agenda item. My recommendation is to either withdraw this agenda item or make no motion as I don't believe that every item will pass on a single vote. However, I do believe we can move forward on some of these just by consensus in the next work session. It is only my suggestion, if the council prefers to move forward now, we can proceed.

Mayor Gattis called for a motion. Seeing none, he asked that Interim City Manager Riefler place this Agenda Item on the next work session for discussion.

24. Discussion of City Manager Search.

Vice Mayor Shirley stated that Council needs to make a decision on how to move forward.

City Attorney Mora advised that Pam Brangaccio, a Senior Advisor with the ICMA and Florida City and County Management Association Program (FCCMA), would be available for guidance and assistance if requested.

Comments from each Councilmember were in support of Interim City Manager Riefler.

Comments from the Public, Fire Chief Davidson, and Videographer Burianek were in support of Mr. Riefler.

MOTION was made by Councilmember Zabel and seconded by Councilmember Bankard for City Attorney Mora to draft a contract to enter into negotiations with Interim City Manager Riefler for the City Manager position.

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

Motion passed 7-0.

City Attorney Mora will prepare a draft contract.

25. Unfinished Business.

There was a brief discussion of the Planning and Zoning Board member composition and duties. The Comprehensive Plan will come before the Board for review in 2023. City Attorney Mora advised that he will have a draft ordinance that may also go to the Board for review.

26. City Council Comments.

Councilmember Notaro had no further comments.

Councilmember Roberts congratulated Vice Mayor Shirley and Interim City Manager Riefler. He advised that Pinellas County Emergency Management is the best resource for all emergency events.

Councilmember Gunn suggested a voting referendum for issues when Council is not clear on what the citizens would like.

Councilmember Bankard congratulated Interim City Manager Riefler.

Councilmember Zabel congratulated Vice Mayor Shirley and advised that his items for the work session were suggestions he had received from the Citizens.

Councilmember Shirley thanked everyone for their support and thanked Interim City Manager Riefler for everything he has done.

Mayor Gattis thanked all of City Staff for their hard work preparing for the storm, and thanked Councilmember Bankard, Councilmember Zabel, and others who helped with the sandbags. He congratulated Interim City Manager Riefler, thanked Councilmember Gunn for his service as Vice Mayor, and congratulated Vice Mayor Shirley.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Notaro to adjourn at 9:06pm.

Motion passed 7-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk

RESOLUTION 2022-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, PROVIDING FOR CHANGES IN THE GENERAL FUND, CAPITAL PROJECTS FUND AND STORMWATER FUND APPROPRIATIONS, TO THE FISCAL YEAR 2021-2022 ANNUAL BUDGET.

WHEREAS, the City Council of the City of Belleair Beach adopted Resolution 2021-09, on Monday, September 20, 2021, adopting the 2021-2022 budget; and

WHEREAS, Fla. Stat. 166.241(7), The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year as follows: (c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter.; and

WHEREAS, the 2021-2022 fiscal year must be amended to reflect bad debt expense for forgiven fines, additional payments of debt principal and interest, and additional storm drain maintenance.

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

Section 1: That the City of Belleair Beach annual budget for the following funds shall be amended as described on the attached Budget Adjustment Request, Exhibit A.

Section 2: That this Resolution shall be in effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of November 2022, at the Regular Meeting of the City Council of the City of Belleair Beach, Florida.

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____

Patricia A. Gentry, City Clerk

City of Belleair Beach
Exhibit A - Budget Adjustment Request

Fiscal Year: 2021 - 2022

Purpose: Year-end budget amendments

| F R O M | | | T O | | |
|------------------------------|----------------------------|-----------|----------------|--|-----------|
| Account Number | Account Description | Amount | Account Number | Account Description | Amount |
| General Fund | | | | | |
| 541.1200 | Wages | 13,000.00 | 519.7000 | Bad Debt Expense - Uncollectable Fines | 15,200.00 |
| 541.5200 | Operating Supplies | 2,000.00 | | | |
| 541.3400 | Other Contractual Services | 200.00 | | | |
| Capital Projects Fund | | | | | |
| 570.6200 | Facilities | 31,200.00 | 570.4900 | Operating Expenses | 1,100.00 |
| | | | 570.8100 | Series 2018A Debt Principal | 15,200.00 |
| | | | 570.8500 | Series 2018B Debt Principal | 7,100.00 |
| | | | 570.9100 | Series 2018C Debt Principal | 7,800.00 |
| Stormwater Fund | | | | | |
| 538.4900 | Compliance Fees | 24,300.00 | 538.4600 | Storm Drain Repairs & Maintenance | 23,000.00 |
| | | | 570.0720 | Debt Service - Interest | 1,300.00 |

Marina Fund - No Year End Budget Amendments

Requested by: Heather Guadagnoli

Approved by: _____

Council Approval: 11/7/2022

City of Belleair Beach

NOVEMBER 7, 2022 - 6:00 PM



DATE: October 28, 2022
TO: Mayor and City Council
FROM: Patricia A. Gentry, City Clerk
SUBJECT: Park and Recreation Board Appointment from Alternate Member to Member

RECOMMENDATION:

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

Background

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

Discussion

Mr. Oertel resigned from the Board and the position has remained vacant. Ms. Deborah (Debi) Keith, 109 Harbor Drive, has expressed interest in fulfilling the remaining term.

Recommendation

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



APPLICATION FOR APPOINTMENT

Board of Adjustment

Park and Recreation Board

Planning and Zoning Board

Citizens Advisory Committee

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

Name: Deborah (Debi) Keith Email: debipbeach@gmail

Address: 109 Harbor Drive Home Phone:

Cell Phone: 717-576-8261

City/State: Belleair Beach, FL 33786

Voter
Registration
Date: 6-1-11 06.01.2011

Educational Background:

2 years college

Experience:

Owned a business/restaurant 32 years
Level #2 Clearance to volunteer
in Pinellas.

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

To help our beautiful city.

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

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

What Boards or Committees do you currently serve:

Have been on Parks & Rec

I have been a resident of the City of Belleair Beach for 20 years.

I am a qualified voter of the City of Belleair Beach. Voter registration date 6-1-17

Please attach a resume if available.

SIGNATURE

Deborah Keith

DATE

10-2-22

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

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

CITY BOARDS AND COMMITTEES

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

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

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

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

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, Interim City Manager

DATE: November 03, 2022

SUBJECT: City Council Consideration of Change Order Options on 12th St., 13th St., and Bay Dr. Stormwater Project

Recommendation:

Contracted project engineering firm, Deuel & Associates recommends **Option 1** (below), to construct an additional storm pipe at the approximate location of discovered pipe (not in survey) to maintain the characteristic of underground stormwater conveyance system. Interim City Manager supports the recommendation of Option 1 for total estimated cost of \$17,508.18 to be paid out of 10% contingency budget of \$65,213.60. Contingency balance is \$44,297.01 after water and sewer utility offsets, and modifications to Structure 8 and 9 because of unknown utility conflicts. Contingency balance set to be \$26,788.83 if Option 1 is approved. Deuel & Associates does not anticipate expending all of contingency budget but cannot guarantee until remaining pipe is uncovered.

Option 1 (Engineer Recommendation): Remove approximately 112 Linear Feet of Existing 15 Inch elliptical RCP (12 x 18 Inches) for a cost of \$3,468.18 and install approximately 117 Linear Feet of 12 Inch C900 PVC for an estimated cost of \$14,040.00. Total estimated cost of this option is \$17,508.18.

Option 2: Only remove approximately 112 Linear Feet of Existing 15 Inch elliptical RCP (12 x 18 Inches) for a cost of \$3,468.18.

Background:

A parallel storm pipe was found while installing the new storm drainage on 12th Street and Bay Drive. This pipe was not indicated on the survey or previous engineering plans. The existing pipe cannot remain at the exact location due to various conflicts.

Attachments:

1. Pipe Location Construction Plan
2. Deuel Recommendation
3. Proposal to Remove Unknown Existing RCP From S-9 to S-13
4. Proposal to Install 12 In PVC Between S-9 to S-13

LEGEND

SYMBOLS

EXISTING

PROPOSED

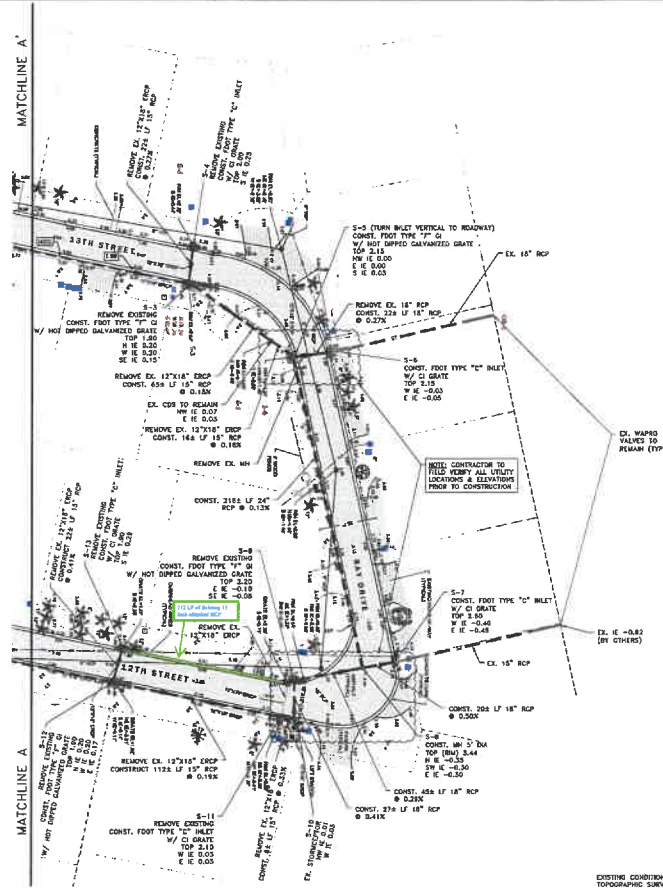
REMOVED

OTHER LEGEND (STANDARD SURVEYING)

NOTES

GENERAL NOTES

REVISIONS



LOCATION MAP

SCALE: 1" = 30'

CALL 811

FLORIDA STATE

ENGINEERING

PROFESSIONAL SEAL

EXISTING CONDITIONS AS SHOWN WERE TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY BULLIS SURVEYING, INC. IN 1978. DATE OF FIELD SURVEY: 02/06/2021.

CONSTRUCTION SET

| | | | |
|---|---|---|--|
| <p>12TH ST., 13TH ST. & BAY DR. EX. COND./DEMOLITION, PAVING, GRADING & DRAINAGE PLAN</p> | <p>300 SOUTH HERRING AVENUE CORPORATE CENTER, SUITE 200 FORT MYERS, FL 33901 TEL: 888-444-4444 WWW.DEUEL-ASSOCIATES.COM</p> | <p>DESIGN: APC DRAWN: MC CHECKED: APC</p> | <p>DATE: 12/28/2021 SHEET NO. 3 OF 5</p> |
|---|---|---|--|



565 S Hercules Avenue
Clearwater, FL 33764
Tel 727 822-4151

11/01/2022

Kyle Riefler, CFM, CPRP
Interim City Manager
City of Belleair Beach
444 Causeway Boulevard
Belleair Beach, FL 33786
(727) 229-8433 OFFICE

Deuel Storm Recommendation

A parallel storm pipe was found while installing the new storm drainage on 12th Street and Bay Drive. This pipe was not indicated on the survey or previous engineering plans. The existing pipe cannot remain at the exact location due to various conflicts, however, it is recommended by Deuel & Associates to construct an additional storm pipe at the approximate location of this discovered pipe to maintain the characteristic of underground stormwater conveyance system.

Sincerely,

TINA UNDERWOOD
Construction Services
www.deuelengineering.com
[565 S. Hercules Avenue, Clearwater, FL 33764](#)
727.822.4151 O



PROJECT: 52207 12th/13th St. & Bay Dr.

CONTRACTOR: Kamminga & Roodvoets, Inc.

T+M 10/14/2022

DESCRIPTION: Remove Existing RCP Between S-9 and S-13
Kamminga & Roodvoets, Inc. will need 3 extra contract days to perform this work

| ITEM NO. | DESCRIPTION | QUANTITY | U/M | HOURLY RATE | HOURS | TOTAL | UNIT PRICE | 10% MARK-UP | TOTAL PRICE | TOTAL LINE ITEM |
|-------------|--|----------|-----|-------------|-------|--------|------------|-------------|-------------|-----------------|
| 1 | Remove Existing RCP Pipe Approxamatly 112 LF | 1.00 | LS | | | | | | | |
| | Job Foreman | 1.00 | ea | 74.18 | 4.75 | 352.36 | \$3,152.89 | \$315.29 | \$3,468.18 | \$3,468.18 |
| | Skilled Laborer | 1.00 | ea | 60.28 | 4.75 | 238.83 | | | | |
| | Laborers | 2.00 | ea | 44.64 | 4.75 | 424.08 | | | | |
| | Operators | 2.00 | ea | 58.74 | 4.75 | 558.03 | | | | |
| | Connex | 1.00 | ea | 18.00 | 4.75 | 85.50 | | | | |
| | Pickup(TP155) | 1.00 | ea | 30.08 | 4.75 | 142.88 | | | | |
| | Excavator(C-114) | 1.00 | ea | 114.71 | 4.75 | 544.87 | | | | |
| | Loader (L-74) | 1.00 | ea | 64.91 | 4.75 | 308.32 | | | | |
| | Dewater Pump | 1.00 | ea | 20.00 | 9.50 | 190.00 | | | | |
| | Dump Truck Driver | 1.00 | ea | 58.74 | 2.00 | 117.48 | | | | |
| | For Pipe Disposal | | | | | | | | | |
| | Dump Truck | 1.00 | ea | 95.27 | 2.00 | 190.54 | | | | |
| | For Pipe Disposal | | | | | | | | | |
| | Material Cost | 1.00 | ls | 0.00 | N/A | 0.00 | | | | |
| QUOTE TOTAL | | | | | | | | | \$3,468.18 | |

Base and asphalt restoration will be paid under pay item 14.
Pipe install will be paid under pay item 10.
Sod restoration will be paid under pay item 4.
Driveway removal and replacement will be paid under pay item 16.
Price does not include palm tree removal and replacement.

PROJECT: 52207 12th/13th St. & Bay Dr.

CONTRACTOR: Kamminga & Roodvoets, Inc.

DESCRIPTION: Install 12" PVC For 15" RCP Bid Item Price

| ITEM NO. | DESCRIPTION | QUANTITY | U/M | HOURLY RATE | HOURS | TOTAL | UNIT PRICE | 0% MARK-UP | TOTAL PRICE | TOTAL LINE ITEM |
|----------|--|----------|-----|-------------|--------|--------|------------|------------|-------------|-----------------|
| 1 | Install 12" PVC Between S-9 to S-13 | 1.00 | LF | | | | \$120.00 | | | |
| | Install 12" PVC In Lieu Of 15" RCP For Bid Item Cost | 1.00 | ea | | 120.00 | 120.00 | | \$0.00 | \$120.00 | \$120.00 |
| | Qty Will Be Field Measured | | | | | | | | | |

QUOTE TOTAL \$120.00

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, Interim City Manager

DATE: November 3, 2022

SUBJECT: Authorize Interim City Manager to Execute Assignment and Assumption Agreement with Novation

Recommendation:

Request City Council authorize the Interim City Manager to execute assignment of the current Engineering Services Agreement with SEPI Engineering & Construction, Inc. to TranSystems Corporation.

Background:

TranSystems Corporation purchased SEPI Engineering & Construction, Inc., which effective September 20, 2022, has been merged into TranSystems. TranSystems now seeks to assume all of the rights and obligations of SEPI under all of the active Contracts between SEPI and the City of Belleair Beach. The City was officially notified of purchase and provided documentation on November 2, 2022, via email. The City attorney has reviewed the current agreement and relevant contracts.

History:

The City of Belleair Beach executed the Engineering Services Agreement with Deuel & Associates on September 6, 2019. On June 6, 2022, City Council approved assignment of the Engineering Services Agreement with Deuel & Associates to SEPI Engineering & Construction, Inc.

Attachments:

1. Notification Email from SEPI Inc.
2. Letter RE Internal Reorganization
3. Assignment and Assumption Agreement with Novation
4. Previous Assignment Agreement and 2019 Engineering Services Agreement

Kyle Riefler

From: Rachel Maxwell <RMaxwell@sepiinc.com>
Sent: Wednesday, November 2, 2022 1:43 PM
To: Kyle Riefler
Subject: New Company Merger Information
Attachments: CITY OF BELLEAIR BEACH.pdf; CITY OF BELLEAIR BEACH_PLI.pdf; FL Client Form Assignment Packet - City of Belleair Beach.pdf

Importance: High

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here we grow again ... SEPI has merged with TranSystems. We have attached important information for your records. ***Please read, sign, and return page six of the packet.*** If you have any questions, please do not hesitate to contact me directly.

Looking forward to the new opportunities,



RACHEL H. MAXWELL

Administrative Assistant

Deuel & Associates, A SEPI Company

(A Division of TranSystems)

[565 Hercules Avenue, Clearwater, FL 33764](#)

727.822.4151





October 14, 2022

City of Belleair Beach
444 Causeway Boulevard
Belleair Beach, FL 33786

VIA EMAIL

RE: Internal Reorganization: Consent to Assignment of contracts listed in Exhibit I ("Contracts") to TranSystems Corporation d/b/a TranSystems Corporation Consultants ("Assignee").

To whom this may concern:

I am writing to inform you that TranSystems Corporation d/b/a TranSystems Corporation Consultants ("TranSystems") purchased SEPI Engineering & Construction, Inc., ("SEPI"), which effective September 20, 2022, has been merged into TranSystems (the "Transaction"). TranSystems now seeks to assume all of the rights and obligations of SEPI under all of the active Contracts between SEPI and City of Belleair Beach.

The Transaction has significantly expanded our capabilities and strengthens our collective ability to provide services to the City of Belleair Beach. As a valued client, we assure you that you will not see any change in your relationship with the professionals providing the services under the Contracts. There will be no changes in the project management team, project account, or project staff providing services under the Contracts as a result of the Transaction. The effect of the Transaction is that SEPI will cease to be a party to the Contracts and TranSystems will become a party to the Contracts, on the same terms and conditions as prior to the closing of the Transaction. Further, TranSystems has all qualifications and licensing to continue to provide the services under the Contracts.

Included with this letter is an *Assignment and Assumption Agreement with Novation* (the "Agreement") signed by both SEPI and TranSystems covering each of the Contracts listed in Exhibit I to the Agreement.

We understand these Contracts require your consent to any assignment and novation. We respectfully request that you consent to assignment and novation for the Contracts substituting TranSystems in place of SEPI. We are also including a W-9 for TranSystems which references TranSystems' FEIN and payment information, along with the insurance certificates for TranSystems as the Assignee. Any questions regarding payment information should be directed to Harriet Sutton at (816) 329-8700, or hmsutton@transystems.com.

We sincerely appreciate our business relationship and the opportunity to continue providing you with high-quality services. If you have any questions or need further information, please feel free to contact me at mjcavanaugh@transystems.com. Thank you for your consideration.



Sincerely,

A handwritten signature in blue ink, appearing to read "M. J. Cavanaugh".

Michael J. Cavanaugh
SVP and General Counsel

enclosure(s):

- Assignment and Assumption Agreement with Novation
- Exhibit I – Complete List of Open Contracts
- Exhibit II
 - TranSystems W-9
 - Merger/Acquisition Verification (Articles of Merger)
 - Certificate of Authority
 - Certification of Insurance
 - ACH Instructions



ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION

This Assignment and Assumption Agreement with Novation ("Agreement"), dated as of October 14, 2022 (the "Effective Date"), is entered into by and between SEPI Engineering & Construction, Inc., a North Carolina corporation ("Assignor"), City of Belleair Beach ("Client"), and TranSystems Corporation d/b/a TranSystems Corporation Consultants, a Missouri corporation, authorized to transact business in Florida ("Assignee"). Assignee's offices are located at 2400 Pershing Rd, Ste 400, Kansas City, MO 64108. Assignor, Assignee, and Client are individually referred to herein as "Party" or collectively as "Parties."

WHEREAS, Assignor and Assignee entered into a transaction effective September 20, 2022, whereby Assignee purchased Assignor ("Transaction");

WHEREAS, Assignor desires to assign to Assignee all of its rights and to delegate to Assignee all of its obligations under various service agreements as described on **Exhibit I** attached hereto (the "Contracts");

WHEREAS, the Assignor will cease to be a party to the Contracts and Assignee will become a party to the Contracts, on the same terms and conditions prior to the closing of the Transaction. Client will not see any change in the services provided as a result of the Transaction. There will be no changes in the project management team, project accounting, or project staff providing services under existing contracts as a result of the Transaction;

WHEREAS, the Client desires to release Assignor from its obligations under the Contracts and substitute Assignee as a party to the Contracts in Assignor's place; and

WHEREAS, Assignee desires to accept such assignment of rights and delegation of obligations under the Contracts.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, Assignee, and Client agree as follows:

1. Assignment and Assumption.

1.1 Assignment. Assignor irrevocably assigns and transfers to Assignee all of Assignor's duties, rights, title, and interest in and to the Contracts.

1.2 Assumption. Assignee unconditionally accepts the assignment and transfer of Contracts and hereby totally assumes all of Assignor's rights, title interest, duties, obligations, and liabilities thereunder.

1.3 Payment. All monies due under the Contracts with respect to the services performed prior and after the Effective Date shall be paid to Assignee.

1.4 Management. All internal company management teams, project accounting, and project staff providing services to Client will not be affected by this Agreement.

1.5 Consent. Client hereby consents to the Transaction.

2. Novation. The parties intend that this Agreement is a novation and that the Assignee be substituted for the Assignor. Client recognizes Assignee as Assignor's successor-in-interest in and to the Contracts. Assignee by this Agreement becomes entitled to all right, title and interest of Assignor in and to the Contracts in as much as Assignee is the substituted party to the Contracts as of and after the Effective Date. Client and Assignee shall be bound by the terms of the Contracts in every way as if Assignee is named in the novated Contracts in place of Assignor as a party thereto.

3. Miscellaneous.

3.1 Further Assurances. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

3.2 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address on record with the Assignee. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

3.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

3.4 Entire Agreement. This Agreement, together with all related exhibits, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

3.5 Amendment and Modification. No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party to this Agreement.

3.6 Waiver. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following is a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right,

remedy, power, or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the parties.

3.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Despite the previous sentence, the parties intend that Indemnified Party's rights under Section 6 are its exclusive remedies for the events specified therein.

3.8 Choice of Law. This Agreement and exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

3.9 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY ABOUT ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS OR SCHEDULES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[The remainder of this page is intentionally left blank.]

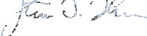
IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date first shown.

ASSIGNOR:
SEPI Engineering & Construction, Inc

ASSIGNEE:
TranSystems Corporation

Date: 10-14-2022

Date: 10-14.2022

Signature: 

Signature: 

Name: Steven L. Thomas

Name: Michael J. Cavanaugh

Title: VP and COO

Title: SVP and General Counsel

Client hereby acknowledges the assignment of Contracts from Assignor to Assignee as described above.

CLIENT: City of Belleair Beach

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

EXHIBIT I
CONTRACTS

The following list of Contracts are hereby assigned from Assignor to Assignee, as of the Effective Date first shown.

Assignee is approved and pre-qualified to take over the Contracts.

| Client Contract Number or Stand-Alone PO Number | Project Name | Project Number | Contract Date |
|--|--|-----------------------|----------------------|
| | Aleta Roadway | SE03.101.00 | |
| SF21-011 | Design 12 th / 13 th / Bay | SE03.027.00 | 7/1/2021 |
| | Misc Projects | SE03.028.00 | |
| | | | |
| | | | |

The taxpayer ID for the Assignee is 43-0839725.

Attached Documentation:

- TranSystems W-9
- Consultant Information Form
- Merger/Acquisition Verification (Articles of Merger)
- Copy of State Vendor Registration
- Certification of Insurance
- ACH Instructions

The Assignee is covered under the same insurance policy as Assignor which remain(s) in full force and effect. The certifications of insurance will be issued by the Assignee.

**Deuel & Associates
565 South Hercules Avenue
Clearwater, Florida 33764**

April 8, 2022

**CITY OF BELLEAIR BEACH
444 CAUSEWAY BLVD
BELLEAIR BEACH, FL 33786**

Re: Design 12th/13th/ Bay, by and between Compass Engineering & Surveying, Inc. D/B/A Deuel & Associates (the "*Company*") and City of Belleair Beach ("*you*" or "*your*"), dated as of April 8, 2022 (as amended, supplemented or otherwise modified from time to time, the "*Agreement*")

Ladies and Gentlemen:

Please be advised that on March 4, 2022, the Company sold substantially all of its assets (the "*Transaction*") to SEPI Engineering & Construction, Inc., a North Carolina professional corporation ("*Buyer*"). We appreciate your agreement to consent to the Transaction, and request that you countersign this letter to acknowledge (i) your consent to (A) the Transaction and (B) the assignment of the Agreement to Buyer in connection therewith (the "*Assignment*"), pursuant to and in accordance any applicable provisions of the Agreement, (ii) your confirmation that the Assignment will not constitute a breach, default, termination or otherwise alter, create or accelerate any rights or obligations of the parties under the Agreement, and (iii) your agreement that the Agreement will continue in full force and effect from and after the date of the Transaction.

This consent to the Transaction and the Assignment shall inure to the benefit of the Company and Buyer (who shall be a third-party beneficiary of this letter agreement) and their respective successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

The Transaction referenced herein is a confidential transaction. As such, we hereby request your agreement that (except to the extent required by law) you will not divulge any of the information contained herein or any information relating to the Transaction without the prior written consent of the Company and Buyer.

Your acknowledgment and agreement to the foregoing terms will be evidenced by your signature in the space provided below. Please sign and return an executed copy of this letter by e-mail of a scanned pdf file to Albert Carrier, at ACarrier@sepiinc.com at your earliest convenience. Your prompt attention to this matter is greatly appreciated. Please call me at (727) 822-4151 with any questions regarding this letter.

Very truly yours,

Deuel & Associates

Albert Carrier
Vice President Project Management

Agreed to and accepted by:

Client Name City of Belleair Beach

By: 

Name: Lynn Rives

Title: City Manager

6-6-22

MEMORANDUM

Approved
City Council
6-6-22

TO: Mayor and City Council

FROM: Lynn D. Rives, City Manager

DATE: April 18, 2022

SUBJECT: Authorize City Manager to Execute Assignment of Engineering Services Agreement

Recommendation:

Request City Council authorize the City Manager execute assignment of the current Engineering Services Agreement with Deuel & Associates to SEPI Engineering & Construction, Inc.

Background:

Our current engineering firm Deuel & Associates has been purchased by SEPI Engineering & Construction, Inc. effective March 4, 2022. The city was notified April 8, 2022 of this purchase. The City attorney has reviewed the current agreement and advised assignment would not be prohibited per attached email. Recommend continuing the agreement. A copy of the notification letter and the agreement are attached for your review.

Lynn Rives

From: Andrew Salzman <asalzman@unicesalzman.com>
Sent: Monday, April 18, 2022 3:42 PM
To: Lynn Rives
Subject: RE: Deuel Assignment

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lynn, if you are comfortable with the new entity, the consent is legally sufficient to execute.

From: Lynn Rives <Lynn.Rives@cityofBelleairBeach.com>
Sent: Monday, April 18, 2022 11:42 AM
To: Andrew Salzman <asalzman@unicesalzman.com>
Subject: Deuel Assignment

Andy

Please find attached the Deuel Engineering assignment letter and a copy of there contract for your review. Thanks, Lynn

Lynn Rives, CFM
City Manager
City of Belleair Beach
Lynn.rives@cityofbelleairbeach.com
727-229-8431



CITY OF BELLEAIR BEACH AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into on the 6th day of SEPT, 2019 by and between the City of Belleair Beach, FL (the "CITY"), 444 Causeway Blvd. Belleair Beach Florida 33786 and Deuel & Associate, dba Compass Engineering & Surveying, Inc., a Florida corporation, (the "ENGINEER") whose address is 565 S. Hercules Avenue, Clearwater, Florida 33764.

WITNESSETH:

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

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

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

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

1.0 GENERAL SCOPE OF THE AGREEMENT

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

2.0 PROFESSIONAL TECHNICAL SERVICES

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

administration, construction services, municipal planning, transportation/traffic engineering, land surveying, environmental/hazardous materials services and other consulting services as may be required by the CITY.

2.2

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

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

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

3.0 PERIOD OF SERVICE

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

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

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

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

4.0 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The CITY may, without any liability to ENGINEER, order that the work stop at the site of Agreement performance if a condition of immediate danger to CITY

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

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

5.0 GENERAL CONSIDERATIONS

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

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

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

6.0 COMPENSATION

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

7.0 PROHIBITION AGAINST CONTINGENT FEES.

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

8.0 TERMINATION

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

9.0 SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

10.0 TERMINATION OF CONVENIENCE

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

11.0 REMEDIES

11.1 Pre-Suit Mediation. Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Pinellas County, Florida shall be selected. The parties agree to mediate in good faith, be bound by the Mediation Settlement Agreement (if a settlement is reached), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

11.2 Claims, Counter-Claims, Disputes, Etc. All claims, counter-claims, disputes, and other matters in questions between the ENGINEER and the CITY will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

11.3 Governing Laws. This agreement shall be governed by the laws of the State of Florida.

11.4 Attorney's Fees and Costs. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

12.0 - NONEXCLUSIVE AGREEMENT

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

13.0. CLOSING

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

14.0 PUBLIC RECORDS

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

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

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

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

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

WITNESS

Rachel H Maxwell

Print Name: Rachel H Maxwell

By: Alvin Kamin

Title: PRINCIPAL

Date: 9/6/19

ATTEST

Patricia A. Gentry
Patricia A. Gentry CMC
City Clerk

City of Belleair Beach, Florida

By: Joseph Manzo
Joseph Manzo, Mayor

APPROVED:

Lynn Rives
Lynn Rives, City Manager

Approved as to form and sufficiency:

Fred Reilly
Fred Reilly, City Attorney

**EXHIBIT A
PROVISION OF PAYMENT**

BASIS FOR PAYMENT

The OWNER shall pay Deuel & Associates agrees to accept as full compensation for its engineering services (as established by Work Order) compensation as computed by one of the following methods.

METHOD A – HOURLY RATE

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

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

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

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

METHOD B – LUMP SUM

Compensation in the form or "lump sum: shall be determined by mutual agreement between Deuel & Associates and the CITY. The lump sum amount shall be negotiated based upon a scope of services developed by the Engineer and approved by the CITY.


Initials

City of Belleair Beach

NOVEMBER 9, 2022 - 4:00 PM



DATE: November 9th, 2022
TO: Mayor and City Council
FROM: Patricia A. Gentry, City Clerk
SUBJECT: Appointment of City Councilmember

RECOMMENDATION:

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

Background

The following residents have applied to fill the unexpired term of former Councilmember Glenn Gunn. Each applicant was verified through the Pinellas County Supervisor of Elections Office as a registered voter in the City of Belleair Beach immediately preceding the first day of qualification for election as stated in the City Charter. As per the City Charter the appointee shall hold office until the next annual election in the City on March 12, 2024.

Candidate 1
Candidate 2
Candidate 3
....

Discussion

Procedure to appoint Councilmember:

- The Mayor has the duty to maintain firm control of the meeting consistent with the provisions of the City Charter, City Code, and Roberts Rules of Order. The Mayor shall announce that the audience must refrain from any outward display of approval or disapproval of any applicant.
- The Mayor states that the seat being filled shall hold office until the next annual election in the city on March 12, 2024.
Charter Section 5.05(a)
- The Mayor shall confirm with each applicant that they are a qualifying registered voter; qualifying physical resident; qualifying permanent resident; and qualified by civil rights.
Section 2.01(a)
- Each applicant present, in alphabetic order, shall be allowed a three-minute presentation of their qualifications and desire to serve.

- Following each applicant's presentation councilmembers may make inquiry of each applicant, after being recognized by the Mayor.
- After council has concluded its inquiry of the applicants, the floor shall be opened to the public with each being recognized by the Mayor. The city clerk shall be the time keeper.
Section 2-64(a)(b)
- After the public addresses council, councilmembers shall vote by paper ballot with results announced that an applicant has attained a majority of the votes of the councilmembers voting. The city clerk shall announce the results.
- If no one obtains a majority of the four votes, the applicant with the two (or three in the event of a tie) highest votes are to be presented to the council for another vote.
Section 2.06(c)
- In the event of a tie between the two highest number of votes but less than a majority, council in concert with the applicants may use an alternative method to decide the winner. Drawing lots or flip of a coin.
Charter Section 5.05(a)
- The Mayor will call for a motion to appoint the applicant who has received at least four votes.

Recommendation

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