



City Council Meeting
City of Belleair Beach, Florida

Monday, November 6, 2023
Community Center, 6:00 PM

PUBLIC MEETING NOTICE
AGENDA

Call to Order
Prayer of Invocation by Councilmember Leslie Notaro
Pledge of Allegiance
Roll Call

1. Approval of Agenda.
2. Citizens Comments. (Each speaker will be recognized once and will be limited to a (3) three-minute presentation on any subject that is not on the Agenda)
3. Presentation: Pinellas County Sheriff's Office.
 - Law Enforcement monthly report
 - Code Enforcement monthly report
4. Presentation: Pinellas Suncoast Fire & Rescue District.
5. City Attorney Report.
6. City Manager Report.
7. City Clerk Report.

Consent Agenda

8. Approval of August 21, 2023, City Council Work Session Minutes.
9. Approval of August 28, 2023, Emergency City Council Meeting Minutes – Hurricane Idalia.
10. Approval of September 6, 2023, City Council Meeting and First Public Budget Hearing Meeting Minutes.

11. Approval of September 18, 2023, Final Public Budget Hearing Minutes.
12. Approval of September 18, 2023, City Council Work Session Minutes.
13. Approval of October 2, 2023, City Council Meeting Minutes.
14. Approval of October 16, 2023, Special City Council Meeting Minutes.
15. Approval of October 16, 2023, City Council Work Session Minutes.

Public Hearing–Second Reading and Final Hearing on Proposed Ordinances

16. Consideration of Ordinance 23-06, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Submitting To The City Electors A Referendum Question On The Amendment Of Section 2.02 Of The Charter To Increase The Number Of Permissible Consecutive Terms For City Council Members, Including The Mayor, From Two Terms To Three Terms; Identifying The Issue To Appear On Said Ballot; Providing For Renumbering; Providing For The Adoption Of Ballot Language By Resolution; Providing For Publication In Accordance With The Law; And Providing For An Effective Date. (Second Reading) (City Attorney Mora)
17. Consideration of Ordinance 23-07, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Submitting To The City Electors A Referendum Question On The Amendment Of Sections 2.01, 2.02, And 2.07 Of The Charter To Reduce The Number Of At-Large Members On The City Council, Including The Mayor, From Seven Members To Five Members, To Specify The Timeline For Transitioning To Five Members, And To Adjust The Corresponding Voting Requirements For Official Action Of A Five-Member Council; Identifying The Issue To Appear On Said Ballot; Providing For Renumbering; Providing For The Adoption Of Ballot Language By Resolution; Providing For Publication In Accordance With The Law; And Providing For An Effective Date. (Second Reading) (City Attorney Mora)
18. Consideration Of Ordinance 23-08, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Submitting To The City Electors A Referendum Question On The Amendment Of Sections 2.02, 2.04, And 5.05 Of The Charter To Increase The Term Of Office For Individual Councilmembers, Including The Mayor, From Three Years To Four Years And To Amend The Regular Election Schedule To Accommodate Such Terms; Identifying The Issue To Appear On Said Ballot; Providing For The Adoption Of Ballot Language By Resolution; Providing For Publication In Accordance With The Law; And Providing For An Effective Date. (Second Reading) (City Attorney Mora)
19. Consideration of Ordinance 23-09, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Submitting To The City Electors A

Referendum Question On The Amendment Of Section 5.05 Of The Charter To Adjust The Regular Election Cycle From March To November, Contingent On The Passage Of A Separate Ballot Measure Governing The Duration Of Councilmember Terms; Identifying The Issue To Appear On Said Ballot; Providing For The Adoption Of Ballot Language By Resolution; Providing For Publication In Accordance With The Law; And Providing For An Effective Date. (Second Reading) (City Attorney Mora)

20. Consideration of Ordinance 23-10, An Ordinance Of The City Council Of The City Of Belleair Beach Amending Section 38-87 Of The City's Code Of Ordinances Governing The Permitting Process For Special Events, Associated Costs And Fees, And Potential Penalties For Unpermitted Or Non-Compliant Special Events; Providing For The Implementation Of Administrative Actions; Providing For Codification; Providing For Severability; And Providing An Effective Date. (Second Reading) (City Attorney Mora)

Regular Agenda

21. Consideration of Resolution 2023-11, A Resolution Of The City Of Belleair Beach, Florida, Calling For A Special Election Of The City Electors To Be Held On March 19, 2024, For The Purpose Of Submitting To The City Electors A Referendum Question On An Amendment To The Charter Of The City Of Belleair Beach To Propose Increasing The Number Of Permissible Consecutive Terms For A City Councilmember From Two Terms To Three; Authorizing The Pinellas County Supervisor Of Elections To Appoint Poll Workers; Authorizing The Assignment Of Polling Place; And Establishing An Effective Date. (City Attorney Mora)
22. Consideration of Resolution 2023-12, A Resolution Of The City Of Belleair Beach, Florida, Calling For A Special Election Of The City Electors To Be Held On March 19, 2024, For The Purpose Of Submitting To The City Electors A Referendum Question On An Amendment To Sections 2.01, 2.02, And 2.07 Of The Charter Of The City Of Belleair Beach To Propose Reducing The Number Of Councilmembers On The City Council From Seven Members To Five Members; Authorizing The Pinellas County Supervisor Of Elections To Appoint Poll Workers; Authorizing The Assignment Of Polling Place; And Establishing An Effective Date. (City Attorney Mora)
23. Consideration of Resolution 2023-13, A Resolution Of The City Of Belleair Beach, Florida, Calling For A Special Election Of The City Electors To Be Held On March 19, 2024, For The Purpose Of Submitting To The City Electors A Referendum Question On An Amendment To Sections 2.02, 2.04, And 5.05 Of The Charter Of The City Of Belleair Beach To Propose Increasing The Term Of Office For City Councilmembers From Three Years To Four Years And Amending The Regular Election Cycle To Accommodate Such Terms; Authorizing

- The Pinellas County Supervisor Of Elections To Appoint Poll Workers; Authorizing The Assignment Of Polling Place; And Establishing An Effective Date. (City Attorney Mora)
24. Consideration of Resolution 2023-14, A Resolution Of The City Of Belleair Beach, Florida, Calling For A Special Election Of The City Electors To Be Held On March 19, 2024, For The Purpose Of Submitting To The City Electors A Referendum Question On An Amendment To The Charter Of The City Of Belleair Beach To Propose Adjusting The City's Regular Election Cycle From March To November, In General Alignment With The Federal Election Cycle, Contingent On The Passage Of A Separate Ballot Measure Governing The Duration Of Councilmember Terms; Authorizing The Pinellas County Supervisor Of Elections To Appoint Poll Workers; Authorizing The Assignment Of Polling Place; And Establishing An Effective Date. (City Attorney Mora)
 25. Consideration of Resolution 2023-17, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Calling For A General Election To Be Held On March 19, 2024, For The Purpose Of Electing Three (3) City Council Members For A Full Term Of Office, And A Fourth Seat For The Remaining Tenure Of A Recently Vacated Council Member Position; To Establish The Qualifying Date And Process For Persons Seeking Elective Office For The 2024 Municipal Election; Authorizing The City Manager To Enter Into An Agreement With The Supervisor Of Elections; Establishing A Polling Place For The March 2024 Election; Authorizing The Pinellas County Supervisor Of Elections To Verify Candidate Petition Cards And Facilitate The Election Process; And Establishing An Effective Date. (City Attorney Mora)
 26. Consideration of Resolution 2023-16, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Providing For An Increase In Solid Waste Collection And Disposal Rates; And Establishing An Effective Date. (City Manager Riefler)
 27. Consideration of First Addendum to Employment Agreement for the Services of Kyle Riefler as City Manager of the City of Belleair Beach. (City Attorney Mora)
 28. Interview for City Clerk Position. (City Manager Riefler)
 29. Authorize City Manager to put Stormwater Project out for Bid. (City Manager Riefler)
 30. Request to the City of Belleair Beach from Indian Rocks Beach Property Owner for a Letter of No Objection to Set Piling and Construct an 11' x 12' Dock Extension on the Front of the Existing Dock, Install a New 13,000# Capacity Boatlift to the Right of the Dock and a 1,500# Capacity Personal Watercraft Lift on the Left Side Adjacent to Belleair Beach South Park. (City Manager Riefler)

31. Consideration of Approval of Piggyback Agreement with Calvin, Giordano & Associates, Inc. for Land Development Code Revision. (City Manager Riefler)
32. Consideration of Marina Slip Wait List Policy and Marina License and Use Agreement. (City Manager Riefler)
33. Park and Recreation Board Member Susan Conti from Full Member to Alternate Member, and Alternate Member Deborah DiCosimo from Alternate Member to Full Member.
34. Fiscal Year 2023 Year-End Budget Adjustments. (City Manager Riefler)
35. Unfinished Business.
36. 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 2, 2023

City-Wide Yard Sale

Saturday, November 11, 2023
8:00am – 2:00pm

Park and Recreation Board Meeting

Thursday, November 9, 2023
2:30pm

City Council Meeting

Monday, December 4, 2023
6:00pm

**City of Belleair Beach 2024 Election
Qualifying Begins**

Friday, December 1, 2023 at 8:00am, through
Friday, December 8, 2023 at 12:00 noon

Board of Adjustment Hearing

Wednesday, December 13, 2023
6:00pm



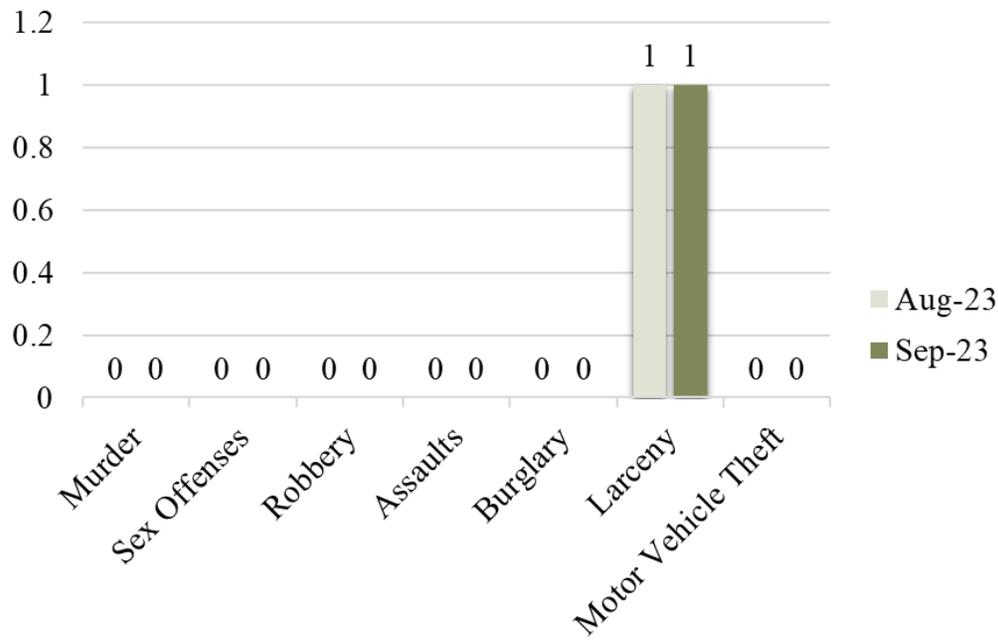
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

September 2023

Select UCR Property & Person Crimes	August 2023	September 2023	September 2022 YTD	September 2023 YTD
Murder	0	0	0	0
Sex Offenses	0	0	1	0
Robbery	0	0	0	0
Assaults	0	0	9	7
Burglary	0	0	3	0
Larceny	1	1	9	9
Motor Vehicle Theft	0	0	1	0
GRAND TOTAL	1	1	23	16



Arrests

September 2023

There was a total of 7 people arrested in the City of Belleair Beach during the month of September resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
Felony	2
Possession Of Controlled Substance	1
Trafficking In Drugs	1
Misdemeanor	1
Possession Of Controlled Substance	1
Warrant	1
Warrant Arrest	1
Traffic Felony	2
Driver's License Permanently Revoked	1
Habitual Traffic Offender	1
Traffic Misdemeanor	4
BUI	1
Driving Under The Influence	2
No Valid Driver's License	1
Grand Total	10

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

Deputy Activity

There was a total of **664** events in the City of Belleair Beach during the month of September resulting in **797** 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.*

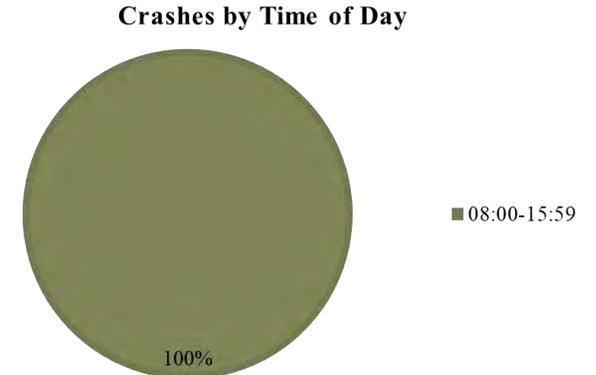
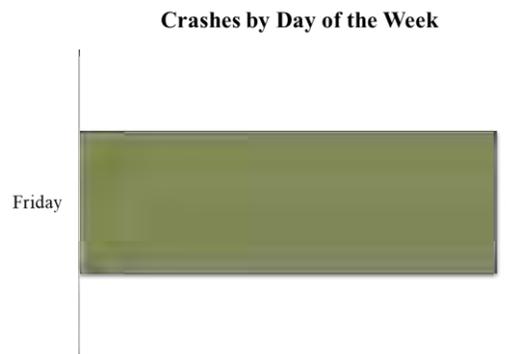
September 2023

DEPUTY ACTIVITY	TOTAL
Directed Patrol	192
Traffic Stop	129
House Check	104
Veh Abandoned/Illegally Parked	65
Ordinance Violation	30
Contact	26
Traffic Control	11
Boating Vessel Stop	11
Traffic Violation	7
Supplement	7
Assist Citizen	6
Drug Call-Not In Progress	6
Transport Prisoner	6
Suspicious Person	5
911 Hangup Or Open Line	5
Suspicious Vehicle	4
Community Contact	3
Noise	3
DUI	3
Area Check	3
Assist Motorist	3
Information/Other	3
Theft-Not In Progress	2
Assist Other Agency	2
Traffic/DWLSR	2

Crash & Citation Analysis

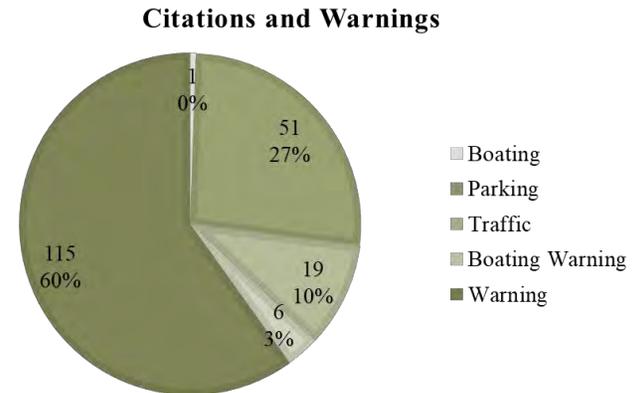
There was **1** crash in the City of Belleair Beach during September 2023. *Crash data is filtered by disposition type and may include “accident and hit and run” problem types.

CRASH LOCATION	TOTAL
2801 Gulf Blvd	1



There were a total of **192** citations and warnings issued in the City of Belleair Beach during September 2023.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
Gulf Blvd & Causeway Blvd	2
Causeway Blvd & Palm Drive	2
Gulf Blvd & 28th Ave	1
2801 Gulf Blvd	1
Gulf Blvd & 7th St	1
444 Causeway Blvd	1
0 Belleair Beach Causeway	1
Gulf Blvd & 2nd St	1
3500 Gulf Blvd	1
Gulf Blvd & 3rd St	1



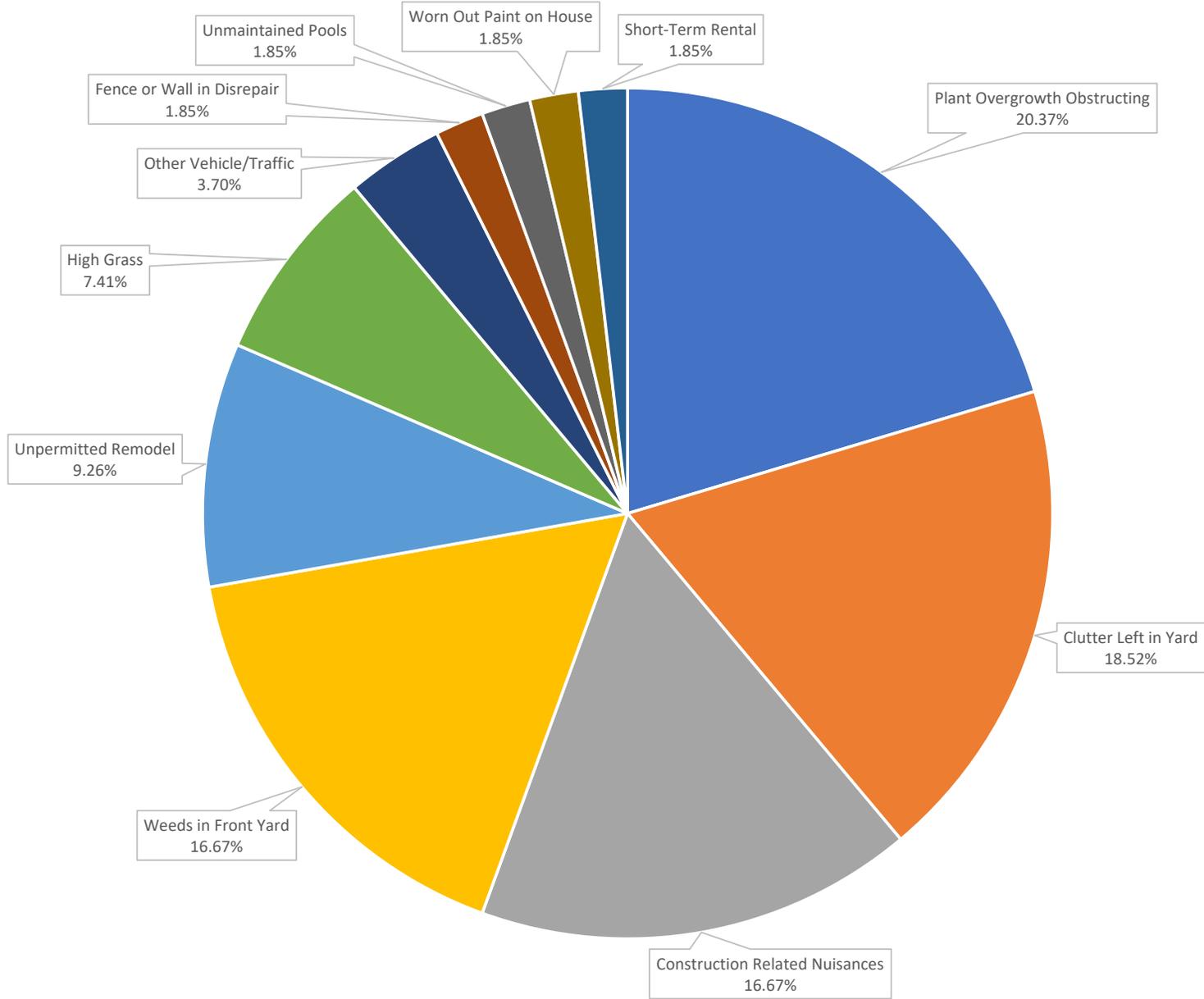


MONTHLY CODE ENFORCEMENT REPORT

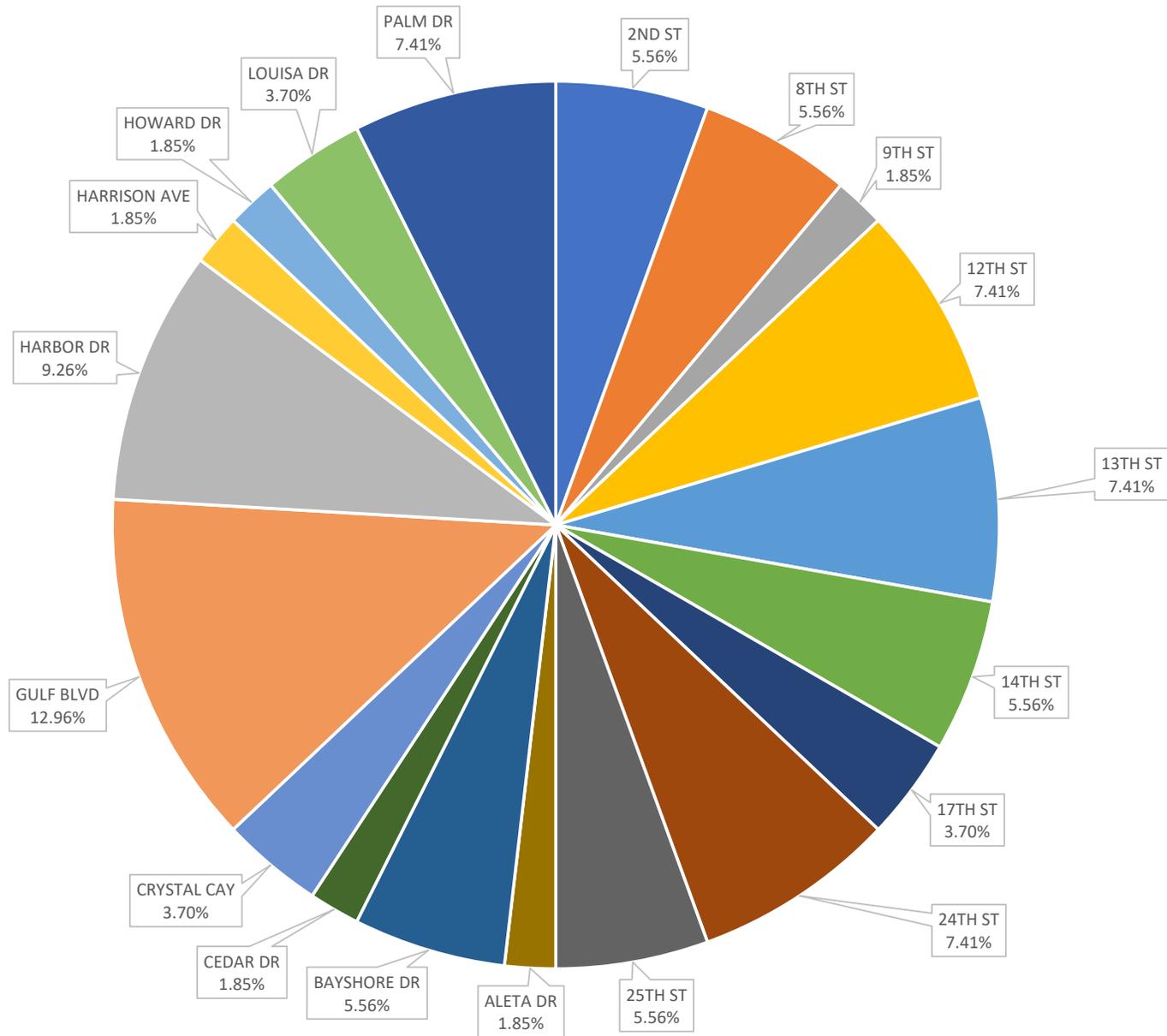
Category	Action DATE	Open DATE	Closed DATE	DAYS OPEN	#	Street Name	SOURCE	COMMENTS
Plant Overgrowth Obstructing	10/2/2023	9/6/2023	10/2/2023	26	803	HARBOR DR	On View	Corrected Case Closed
Unpermitted Remodel	10/2/2023	10/2/2023	10/4/2023	2	120	13TH ST	On View	Stop Work Order
Weeds in Front Yard	10/2/2023	9/6/2023	10/2/2023	26	108	24TH ST	On View	Corrected Case Closed
Weeds in Front Yard	10/2/2023	9/5/2023	10/2/2023	27	2505	BAYSHORE DR	On View	Corrected Case Closed
Unpermitted Remodel	10/4/2023	9/6/2023	10/4/2023	28	803	HARBOR DR	On View	Corrected Case Closed
High Grass	10/4/2023	10/4/2023	10/12/2023	8	124	12TH ST	On View	5 Day Notice Posted
Unpermitted Remodel	10/4/2023	10/2/2023	10/4/2023	2	120	13TH ST	On View	Corrected Case Closed
Weeds in Front Yard	10/4/2023	10/4/2023	10/31/2023	27	105	24TH ST	On View	5 Day Notice Posted
Construction Related Nuisances	10/6/2023	10/6/2023	10/6/2023	0	98	HARBOR DR	On View	Permit Check / No Violation
Plant Overgrowth Obstructing	10/6/2023	10/6/2023	10/20/2023	14	106	2ND ST	On View	5 Day Notice Posted
High Grass	10/6/2023	10/6/2023	10/16/2023	10	102	13TH ST	On View	Corrected Case Closed
Other Vehicle/Traffic	10/6/2023	10/6/2023	10/6/2023	0	3200	GULF BLVD	On View	Traffic Stop
Other Vehicle/Traffic	10/6/2023	10/6/2023	10/6/2023	0	2040	GULF BLVD	On View	Assist FD
Weeds in Front Yard	10/6/2023	10/6/2023	10/12/2023	6	103	GULF BLVD	On View	5 Day Notice Posted
Plant Overgrowth Obstructing	10/9/2023	10/9/2023	10/12/2023	3	1021	PALM DR	On View	5 Day Notice Posted
Worn Out Paint on House	10/9/2023	10/9/2023	OPEN	28	110	14TH ST	On View	10 Day Notice Posted
Clutter Left in Yard	10/9/2023	10/9/2023	10/11/2023	2	111	14TH ST	On View	5 Day Notice Posted
Weeds in Front Yard	10/9/2023	10/9/2023	10/16/2023	7	2101	GULF BLVD	On View	2nd Notice Posted
Construction Related Nuisances	10/9/2023	10/9/2023	10/12/2023	3	423	CRYSTAL CAY	On View	Stop Work Order
Clutter Left in Yard	10/11/2023	10/11/2023	10/16/2023	5	123	8TH ST	On View	5 Day Notice Posted
Construction Related Nuisances	10/11/2023	9/17/2023	OPEN	50	107	17TH ST	On View	Follow up Still in Violation
Clutter Left in Yard	10/11/2023	10/9/2023	10/11/2023	2	111	14TH ST	On View	Corrected Case Closed
Construction Related Nuisances	10/11/2023	10/11/2023	10/12/2023	1	2169	LOUISA DR	On View	Corrected Case Closed
Plant Overgrowth Obstructing	10/12/2023	10/6/2023	10/20/2023	14	106	2ND ST	On View	Follow up Still in Violation
Plant Overgrowth Obstructing	10/12/2023	10/9/2023	10/12/2023	3	1021	PALM DR	On View	Corrected Case Closed
High Grass	10/12/2023	10/4/2023	10/12/2023	8	124	12TH ST	On View	Corrected Case Closed
Construction Related Nuisances	10/12/2023	10/11/2023	10/12/2023	1	2169	LOUISA DR	On View	Corrected Case Closed
Construction Related Nuisances	10/12/2023	10/9/2023	10/12/2023	3	423	CRYSTAL CAY	On View	Corrected Case Closed
Construction Related Nuisances	10/12/2023	10/12/2023	10/12/2023	0	107	HARRISON AVE	On View	No Violation
Short-Term Rental	10/12/2023	9/28/2023	10/12/2023	14	3005	GULF BLVD	On View	No Violation
Fence or Wall in Disrepair	10/16/2023	10/16/2023	10/19/2023	3	98	HARBOR DR	On View	5 Day Notice Posted
Clutter Left in Yard	10/16/2023	10/11/2023	10/16/2023	5	123	8TH ST	On View	Corrected Case Closed
High Grass	10/16/2023	10/6/2023	10/16/2023	10	102	13TH ST	On View	Corrected Case Closed
Weeds in Front Yard	10/16/2023	10/9/2023	10/16/2023	7	2101	GULF BLVD	On View	Corrected Case Closed
Weeds in Front Yard	10/16/2023	10/16/2023	OPEN	21	2204	BAYSHORE DR	On View	5 Day Notice Posted

Category	Action DATE	Open DATE	Closed DATE	DAYS OPEN	#	Street Name	SOURCE	COMMENTS
Unmaintained Pools	10/16/2023	9/28/2023	10/16/2023	18	106	24TH ST	On View	Corrected Case Closed
Clutter Left in Yard	10/16/2023	10/16/2023	10/20/2023	4	110	24TH ST	On View	5 Day Notice Posted
Weeds in Front Yard	10/16/2023	10/6/2023	10/19/2023	13	103	25TH ST	On View	Pending
Weeds in Front Yard	10/20/2023	10/6/2023	10/20/2023	14	106	2ND ST	On View	Corrected Case Closed
Clutter Left in Yard	10/20/2023	10/20/2023	10/23/2023	3	102	25TH ST	On View	5 Day Notice Posted
Construction Related Nuisances	10/20/2023	10/20/2023	10/20/2023	0	230	HOWARD DR	On View	No Violation
Clutter Left in Yard	10/23/2023	10/20/2023	10/23/2023	3	102	25TH ST	On View	Case Closed
Unpermitted Remodel	10/23/2023	10/23/2023	OPEN	14	921	CEDAR DR	On View	Stop Work Order
Construction Related Nuisances	10/25/2023	10/19/2023	10/25/2023	6	111	GULF BLVD	On View	Corrected Case Closed
Plant Overgrowth Obstructing	10/25/2023	10/25/2023	OPEN	12	803	HARBOR DR	On View	Case Pending
Plant Overgrowth Obstructing	10/25/2023	10/25/2023	OPEN	12	125	8TH ST	Comp	Case Pending
Clutter Left in Yard	10/25/2023	10/25/2023	10/31/2023	6	116	9TH ST	On View	Corrected Case Closed
Clutter Left in Yard	10/25/2023	10/25/2023	10/26/2023	1	1001	PALM DR	On View	5 Day Notice Posted
Plant Overgrowth Obstructing	10/25/2023	10/25/2023	10/26/2023	1	113	12TH ST	On View	5 Day Notice Posted
Plant Overgrowth Obstructing	10/25/2023	10/25/2023	OPEN	12	124	ALETA DR	On View	5 Day Notice Posted
Plant Overgrowth Obstructing	10/25/2023	10/16/2023	OPEN	21	2204	BAYSHORE DR	On View	Photos to City MGR
Clutter Left in Yard	10/26/2023	10/25/2023	10/26/2023	1	1001	PALM DR	On View	Case Closed
Plant Overgrowth Obstructing	10/26/2023	10/25/2023	10/26/2023	1	113	12TH ST	On View	Case Closed
Unpermitted Remodel	10/26/2023	9/17/2023	OPEN	50	107	17TH ST	On View	Ref to PCBD

Categories



Streets



OUTSTANDING CODE VIOLATIONS

Violation Category	#	STREET NAME	START DATE	DAYS OPEN	COMMENTS
Construction Related Nuisances	103	25th Street	1/22/21	1018	Approximately \$284,000.00 in unpaid fines.
Dangerous Structure	105	8th Street	6/12/2022	512	Owner has submitted an application to Pinellas County for a full independent assessment.



**City Manager Report
November 2023**

Project / Discussion Item	Key Dates	Unforeseen Issues	Assistance Required	Status
Gulf Blvd Undergrounding		None	None	Surveying is complete. UCF is submitting final plans to Duke Energy.
Stormwater Improvement Projects	November 6 th - Authorization to advertise B23-01.	None	None	B23-01 is scheduled to be released on November 8 th .
Emergency Shore Stabilization Project	November 22 nd – Scheduled project completion date.	None	None	Planting and restoration underway.
City Clerk Search	November 6 th - City Clerk Interview by City Council.	None	None	
RFP for Auditing Services	December – Advertise RFP.	None	None	Drafting RFP with Financial Consultant for City Attorney's review.
Code Review Services	November 6 th - Approval for Piggyback Agreement.	None	None	



City Clerk Report November 2023

Item	Description
3 Council Meetings	Regular Meeting, Special, Work Session
1 Park and Recreation Board Mtg	Regular Meeting
Prepare and Send Legal Ads for Referendum Questions for Ballot	Prepare for publication
Begin Preparations for Candidate Election Qualifying Packets	Order supplies to assemble binder packets with qualifying forms and directions for Candidates
Receive Documents for Upcoming Board of Adjustment Hearings	December 13, 2023 Board of Adjustment Hearings
Intake Documents for New Employee	Public Works employee
Receive and Compile City Clerk Applications	City Clerk search



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

**Monday, August 21, 2023
Community Center, 6:00pm**

PUBLIC MEETING MINUTES

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

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

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

1. Review Stormwater Improvement Project Plans – Gemini Engineering & Sciences Inc. (City Manager Riefler)

Engineer Larry Fluty and his team presented preliminary plans for the Belleair Beach Drainage Improvements.

City Council and Engineer Fluty reviewed and discussed each page of the plans.

Consensus of Council: The Engineer will get additional bids for the highest grade of asphalt recommended for small residential communities, and the life expectancy of the product.

Break from 7:32pm to 7:43pm

2. Discussion on Strategic Plan Objectives for FY 23/24. (City Manager Riefler)

Discussion included, in part:

- Grant assistance and other possible alternative funding
- The possibility of County-funded beach nourishment
- Upgrading the City website
- Are there City services that can be done online – i.e., on-street parking

- Disseminating information to citizens, such as a City Manager Summary following Council Meetings – website and email
- Disinformation among citizens is an issue
- The increasing number of vessels mooring in the Intracoastal
- Continuing to work with the County on solutions for the traffic flow at the Gulf and Causeway Boulevards intersection

3. Discussion on Maximum Parking Time Limits. (Councilmember Roberts)

Consensus of Council: Leave as is for now.

4. General Business.

City Manager Riefler will send the easement agreement to Council for further discussion at the next work session.

City Manager Riefler would like to have the annual traffic count done as the last one did not include the City’s peak times.

Consensus: City Manager Riefler may request the study.

Discussion of ballot language for charter amendments to Council term limits for voter referendum.

Consensus: City Attorney to draft the ordinances for review and consideration by Council.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Notaro to adjourn at 9:20pm.

Motion passed unanimously.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Monday, August 28, 2023
Community Center, 10:30 AM**

PUBLIC MEETING MINUTES

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

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

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

MOTION was made by Councilmember Zabel and seconded by Councilmember Bankard to amend the Agenda to renumber Agenda Item Number 3 to Agenda Item Number 2 and renumber Agenda Item Number 2 to Agenda Item Number 3.

Motion passed 6-0.

1. Approval of Agenda.

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

Motion passed 6-0 .

2. Emergency Management Update. (City Manager Riefler)

City Manager Riefler:

- Gave an update from Pinellas County Emergency Management
- What to expect on Wednesday morning
- Update on the sandbag station – could use volunteers

Mayor Gattis advised that some areas in the community are already flooding and should begin serious preparations now. He asked that Residents help their neighbors that may need it, if possible.

- 3. **Consideration of Resolution 23-05, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Declaring A State Of Local Emergency In Belleair Beach Due To Tropical Storm Idalia And Its Potential Threat Of Harm To The Residents And Property Of The City Of Belleair Beach; And Providing For An Effective Date. (City Manager Riefler)**
 - **To Declare a State of Emergency**

City Attorney Mora read Resolution 23-05 by Title only.

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

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

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Zabel to adjourn at 10:45am.

Motion passed 6-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



**City Council Meeting
And First Public Budget Hearing
City of Belleair Beach, Florida**

**Wednesday, September 6, 2023
Community Center, 6:00 PM**

PUBLIC MEETING MINUTES

The meeting was called to order by Mayor Dave Gattis. The invocation was given by Councilmember Frank Bankard followed by a Pledge of Allegiance to the Flag of the United States of America.

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

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

MOTION was made by Councilmember Bankard and seconded by Vice Mayor Shirley to AMEND the Agenda to move Items 13, 16, and 17 to Public Hearing on the Agenda, and renumber them – 16 and 17 will be 14 and 15; and 14 and 15 will be 16 and 17.

1. Approval of Agenda.

MOTION was made by Councilmember Bankard and seconded by Vice Mayor Shirley to AMEND the Agenda.

Motion passed 5-0.

MOTION was made by Councilmember Bankard and seconded by Councilmember Livingstone to approve the Agenda as amended.

Motion passed 5-0.

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

None.

3. Presentation: Pinellas County Sheriff's Office.

- **Law Enforcement monthly report**
The PCSO Representative reviewed the monthly report.
- **Code Enforcement monthly report**
Deputy Klapka reviewed the monthly report. He advised that a violation letter had been sent to the owner of the lot at 2204 Donato Drive.

4. Presentation: Pinellas Suncoast Fire & Rescue District.

A representative from the PSFRD was not present.

5. Presentation: Gold Certificate of Excellence from the FLC University Certificate Program for Elected Municipal Officials to Mayor Dave Gattis

Vice Mayor Shirley presented the Certificate to Mayor Gattis. Mayor Gattis completed the Certificate Program in its inaugural year.

6. Presentation: Lyndsey Johannesen, Florida League of Cities (FLC) Account Executive for FMIT Property and Asset Insurance Policy

Ms. Johannesen reviewed the proposals, the dollar amounts, and answered questions from City Council.

7. City Attorney Report.

City Attorney Mora advised:

- He had been asked to make presentations at the Florida League of Cities Annual Conference
- He will be working on the ballot language for the charter amendments
- Ordinances will now include the required Business Economic Impact memo
- He has been working closely with City Manager Riefler and Attorney Eschenfelder on the Solid Waste services

There was discussion regarding the increasing number of vessels mooring in the Intracoastal.

8. City Manager Report.

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

- He had convened an Evaluation Committee for review of the Solid Waste bids – Waste Pro was recommended as the overall best package

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Livingstone for City Manager Riefler to enter into negotiations with Waste Pro.

Motion passed 5-0.

MOTION was made by Councilmember Bankard for monetary recognition to the public works employees for their work at the sandbag station prior to Hurricane Idalia.

City Attorney Mora cautioned of taking any action regarding extra compensation without further research of what would be allowed within State Statutes.

Motion died for lack of a second.

9. City Clerk Report.

None.

Consent Agenda

10. Approval of August 7, 2023, City Council Meeting Minutes.

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

Motion passed 5-0.

Public Hearing

- 11. Consideration of Ordinance 23-03, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Amending The City Of Belleair Beach Comprehensive Plan, Pursuant To The Evaluation And Appraisal Process Of Section 163.3191, Florida Statutes, And The Amendment Process Of Section 163.3184, Florida Statutes, Adopting New Goals, Objectives, And Policies, And Maps As Presented Herein Below; Providing For A Copy To Be Kept On File; Providing For Severability; Providing For The Repeal Of All Ordinances In Conflict Herewith; And Providing For An Effective Date. (Second Reading) (City Attorney Mora)**
- **Amending the City Comprehensive Plan**

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

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Notaro for Ordinance 23-03.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 5-0.

- 12. **Consideration of Ordinance 23-04, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Repealing Previously Adopted Versions Of The City’s Personnel Manual; Providing For The Creation Of Chapter 2, Article IV, Division 1, Section 2-143 “Personnel Policy Manual” Making Provision For The Adoption And Amendment Of Personnel Policies Via Resolution; Providing For Severability; And Providing For An Effective Date. (Second Reading) (City Manager Riefler)**

City Attorney Mora read Ordinance 23-04 by Title only.

MOTION was made by Councilmember Notaro and seconded by Councilmember Livingstone for Ordinance 23-04.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 5-0.

- 13. **Consideration of Ordinance 23-05, An Ordinance Of The City Council Of The City Of Belleair Beach Amending Chapter 18, Section 18-5 Of The City’s Code Of Ordinances, Entitled “Time For Qualifying”; Removing The Specified Qualifying Period; Providing For The Establishment Of The Qualifying Period By Resolution Of The City Council; Providing For The Incorporation Of Recitals; Providing For Severability; And Providing For An Effective Date. (First Reading) (City Manager Riefler)**

City Attorney Mora read Ordinance 23-05 by Title only.

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Notaro for Ordinance 23-05.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 5-0.

- 14. **Consideration of Adopting the Proposed Ad Valorem Millage Rate for FY 2023-2024. (City Manager Riefler)**
 - **First Public Hearing on Setting Proposed Final Millage Rate for FY 2023-2024**

City Manager Riefler recommended the proposed 2.0394% millage rate.

MOTION was made by Councilmember Notaro and seconded by Vice Mayor Shirley to adopt the Proposed Ad Valorem Millage Rate for FY 2023-2024.

Councilmember Bankard stated that he did not support the 2.0394% millage rate and believed that the rollback rate could be used.

Mayor Gattis called for the vote.

Councilmember Bankard	No
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Yes

Motion passed 4-1 on First Public Hearing.

Mayor Gattis stated: The proposed millage rate of 2.0394 mills which is higher than the rolled back rate by 10.27% is to fund the expenses of the General Fund for the fiscal year commencing October 1, 2023, and ending September 30, 2024. The final approved millage rate for the City of Belleair Beach will be presented at a second and final public hearing that will be held on Monday, September 18, 2023, at 5:05pm.

- 15. **Consideration of Approving the City of Belleair Beach Budget, Making Appropriations for Certain Expenditures, Expenses, Capital Improvements and Certain Indebtedness for the Year Beginning October 1, 2023, and Ending September 30, 2024. (City Manager Riefler)**
 - **Submittal of the proposed budget**

City Manager Riefler requested that City Council approve the budget as proposed.

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Notaro to approve the City of Belleair Beach Budget, Making Appropriations for Certain Expenditures, Expenses, Capital Improvements and Certain Indebtedness for the Year Beginning October 1, 2023, and Ending September 30, 2024.

Vice Mayor Shirley thanked everyone for their hard work on the budget.

Councilmember Bankard stated that he believed the budget should be looked at and examined – he could not vote for it in good conscience.

Councilmember Bankard	No
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 4-1.

Mayor Gattis stated: The final approved budget for fiscal year 2023-2024 for the City of Belleair Beach will be presented at a second and final public hearing that will be held at the Community Center on Monday, September 18, 2023, at 5:05pm.

Regular Agenda

- 16. Consideration of Resolution 2023-06, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Terminating The State Of Local Emergency In Belleair Beach Declared By Resolution Of The City Council Due To Tropical Storm Idalia/Hurricane Idalia And Its Threat Of Harm To The Residents And Property Of The City Of Belleair Beach; Providing For An Effective Date And Termination Date. (City Manager Riefler)**

City Attorney Mora read Resolution 2023-06 by Title only.

MOTION was made by Councilmember Bankard and seconded by Vice Mayor Shirley for Resolution 2023-06.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 5-0.

- 17. Consideration of Resolution 2023-07, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Adopting A Comprehensive Personnel Policy Manual; Providing For Severability; And Providing For An Effective Date. (City Manager Riefler)**

City Attorney Mora read Resolution 2023-07 by Title only.

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Notaro for Resolution 2023-07.

Councilmember Bankard stated that he could not support “at will” employment, there should be ‘just cause’ for terminating employees.

Councilmember Bankard	No
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 4-1.

18. Authorize the City Manager to Execute a Purchase Order for a One-Month Extension of Solid Waste Collection Services. (City Manager Riefler)

- **A one-month extension for the RFP process**

Tim Bowers, Waste Management, addressed City Council.

MOTION was made by Councilmember Bankard and seconded by Councilmember Livingstone to Authorize the City Manager to Execute a Purchase Order for a One-Month Extension of Solid Waste Collection Services.

Motion passed 5-0.

19. Unfinished Business.

None.

20. City Council Comments.

Councilmember Notaro had no further comments.

Councilmember Bankard spoke regarding stormwater pumps, catch basins, and raising seawalls.

Councilmember Livingstone thanked City Manager Riefler and his team for keeping the public informed during Hurricane Idalia.

Vice Mayor Shirley agreed, and also thanked the PCSO and PSFRD. Regarding bonuses for Staff, she reminded Residents that they could express their thanks to Staff directly – it is always appreciated. She thanked everyone for attending the meeting.

Mayor Gattis stated:

- He had attended the Mayors' Council meeting today – the FLC was present to answer questions about the negative effects the new Form 6 law will have on small municipalities and the possibility of having that law overturned
- The BIG C Mayors and the County Commission will meet with the USACE to discuss the regular and the emergency beach nourishment
- He invited all to attend the City Council work sessions where all of the hard work and discussion is done in order to reach the decisions that are made at the Council meetings
- He thanked everyone for attending remotely and in person

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Livingstone to adjourn at 7:21pm.

Motion passed 5-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk

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

Monday, September 18, 2023
5:05 p.m.

PUBLIC HEARING 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, and Lloyd Roberts; Mayor Dave Gattis, Vice Mayor Jody Shirley; City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy Mora. Councilmember Frank Bankard was not present. Councilmember Belinda Livingstone was unable to attend.

PUBLIC HEARING

- 1. Consideration of Resolution 2023-08, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Establishing The Final Ad Valorem Millage Rate For The Fiscal Year 2023 – 2024 For The City Of Belleair Beach, Florida, At 2.0394 Mills And Establishing An Effective Date.**

City Attorney Mora read Resolution 2023-08.

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 take Resolution 2023-08 to the final vote.

Mayor Gattis called for the vote.

Councilmember Notaro	Yes
Councilmember Roberts	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 4-0.

Mayor Gattis stated: The final millage rate for the City of Belleair Beach is 2.0394 mills for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, and is 10.27% higher than the rolled back rate of 1.8494 mills due to a 10.85% 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, 2023, through September 30, 2024.

2. Consideration of Resolution 2023-09, 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, 2023, And Ending September 30, 2024, And Establishing An Effective Date.

City Attorney Mora read Resolution 2023-09.

Mayor Gattis opened the Public Hearing.

Seeing no one, the Public Hearing was closed.

MOTION was made by Councilmember Notaro and seconded by Vice Mayor Shirley to take Resolution 2023-09 to the final vote.

Mayor Gattis called for the vote.

Councilmember Notaro	Yes
Councilmember Roberts	Aye
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 4-0.

Mayor Gattis stated: Resolution 2023-09 is adopted establishing a budget for the City of Belleair Beach for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, with the final millage rate of 2.0394 mills which is 10.27% higher than the rolled back rate of 1.8494 mills.

ADJOURN

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Roberts to adjourn at 5.14pm.

Motion passed 4-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Monday, September 18, 2023
Immediately Following
5:05pm Final Public Budget Hearing**

PUBLIC MEETING MINUTES

The meeting was called to order at 5:14pm 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, and Lloyd Roberts; Mayor Dave Gattis, Vice Mayor Jody Shirley, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy D. Mora. Councilmember Belinda Livingstone was unable to attend. Councilmember Frank Bankard joined the meeting at 5:50pm.

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

1. Review Stormwater Improvement Project Plans – Gemini Engineering & Sciences Inc. (City Manager Riefler)

City Engineer Larry Fluty stated, in part:

- The survey has been completed since the last meeting
- The Plans have been updated based on the survey and feedback from the last meeting
- Waiting on more videos – should receive by end of week
- Will use the DOT pavement mixture as on Gulf Boulevard, but not as thick
- Can have the bid documents in a couple of weeks
- Pros and cons of underground vaults and pumps were discussed
- Cost estimate is still approximately \$4.1 million
- Plastic pipe (20-30 years) does not have the life of concrete pipe (50 years) but is easier to replace

2. Discussion of Proposed Ballot Measures. (City Attorney Mora)

City Attorney Mora reviewed the proposed ordinances and resolutions.

City Council discussion and feedback for each item followed.

Consensus of Council: City Attorney Mora will bring the ordinances to City Council for their review and consideration at the October meeting.

Mayor Gattis stated for the record that he is aware there is misinformation out in the community stating that people should be able to decide what they want to do, and this is exactly what Council is trying to bring to the people through this process – would the people like change, or no change at all, and the ballot is how that is determined.

3. Discussion of F.I.R.E. Ordinance. (City Attorney Mora)

City Attorney Mora stated, in part, that the City had been contacted by an advocacy group expressing concerns about existing City ordinances governing public gatherings and permitting. Following a work session, an ordinance was drafted in an attempt to harmonize our code with their concerns – they replied with a different draft. He has been working collaboratively with the advocacy group’s counsel to arrive at something that meets both parties’ needs. In large part this ordinance is very much their draft with some limited changes that he had made. This establishes a policy with several acknowledgments to some of the constitutional concerns that have been addressed before.

Consensus of Council: City Attorney Mora will bring the Ordinance to the October City Council meeting.

4. Discussion of Action Summary. (City Manager Riefler)

City Manager Riefler proposed having a synopsis of actions that had been taken on each Agenda item posted to the website the day after each Council meeting.

Consensus of Council: City Manager Riefler to proceed with switchgears.

5. Discussion on Proposed Switchgears in Easement at Crossman Park. (City Manager Riefler)

City Manager Riefler advised this is part of Phase II.

Consensus of Council: City Manager to proceed.

Break 6:55pm to 7:00pm

6. Discussion of CivicPlus Website Design & Hosting Solution Proposal. (City Manager Riefler)

City Manager Riefler reviewed the CivicPlus options. There is funding in the current budget.

Consensus of Council: City Manager Riefler to move forward and email details to Council for their review when he receives them.

7. Discussion of Sandbag Filling Attachment for Tractor. (City Manager Riefler)

City Manager Riefler stated that Staff and Volunteers had filled over 2,000 sandbags by hand for 11 hours for Hurricane Idalia. He reviewed the sandbag filling attachment for the City tractor and its capabilities. Residents would not have to wait so long in line for sandbags when a storm is approaching. The attachment would be capital equipment and there are funds in the public works budget.

Consensus of Council: City Manager Riefler to make the purchase and purchase extra sandbags.

8. Discussion on Marina Wait List Policy. (City Manager Riefler)

Consensus of Council: City Manager Riefler will bring the policy back to Council at the November meeting.

9. General Business.

Consensus of Council was to have fewer signers on bank signature cards.

Pinellas County plans to repair the most damaged beaches from Hurricane Idalia – Belleair Beach is considered one of the most damaged.

City Attorney Mora will draft an amendment to City Manager Riefler’s employment agreement addressing his overage of accrued vacation time for Council’s review.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Vice Mayor Shirley to adjourn at 8:21pm.

Motion passed 5-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Monday, October 2, 2023
Community Center, 6:00 PM**

The meeting was called to order by Mayor Dave Gattis. The invocation was given by Councilmember Belinda Livingstone followed by a Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present were Councilmembers Frank Bankard, Belinda Livingstone, Leslie Notaro, and Lloyd Roberts; Mayor Dave Gattis, Vice Mayor Jody Shirley, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy D. Mora. Mark S. Chester was appointed as Councilmember and seated at the dais prior to Agenda Item Number 17.

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 Roberts to approve the Agenda.

Motion passed 6-0.

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

Belleair Beach Community Foundation Treasurer Wendy Gattis Update:

- There has been a slight delay with the vendor on the engraved bricks – they will be installed very soon
- The permit for the 16th Street kayak system has been issued
- The sea oats project is on hold until the sand dunes restoration is complete
- The next bridge cleanup is October 21st, there is a lot of trash and debris under the bridge from Hurricane Idalia

3. Presentation: Pinellas County Sheriff's Office.

- **Law Enforcement monthly report**

The representative for PCSO was not present.

- **Code Enforcement monthly report**

Deputy Klapka reviewed the monthly report.

4. Presentation: Pinellas Suncoast Fire & Rescue District.

Chief Davidson's Update:

- The PSFRD Second Annual September 11 Memorial Walk had approximately 80 attendees
- The new fire station and emergency ops center RFP is going out this month and they hope to be under contract in December
- PSFRD was awarded a \$1,140,000. FEMA SAFER grant to add four firefighters

5. Quarterly Board Reports

- **Board of Adjustment**

Chair Mike Kelly advised that the Board had heard three applicant requests for six variances, and another hearing was scheduled for October.

- **Citizens Advisory Committee**

Chair Ron Ciganek advised that the CAC had met as the Audit Committee to review the second Draft Budget with the City Manager.

- **Park and Recreation Board**

Chair Tammie Levenda advised that the Board is working on:
October 28 – Third Annual Pets and Pals Halloween Event
December 4 – Holiday Social and Tree Lighting
January 13 – Health & Wellness Fair

- **Planning and Zoning Board**

There was no update from the Planning and Zoning Board.

6. City Attorney Report.

City Attorney Mora advised:

- He has spent a considerable amount of time on the proposed Charter amendments and ballot language
- A reminder – as the new fiscal year begins, and as we work with and through other agencies, that Councilmembers be mindful of their roles individually and not collectively - you are individual members and don't speak for the Council – so, as you reach out to other agencies and other divisions of government whether at the state level or otherwise be mindful of your role and the representations you make in that regard
- The property owner with the radio antenna has applied to Pinellas County for a permit and is following the direction he was given by the Special Master and by City Administration

7. City Manager Report.

City Manager Riefler reviewed his monthly report in the Agenda Packet and gave an update on the beach restoration.

8. City Clerk Report.

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

Consent Agenda

9. Approval of September 18, 2023, Final Public Budget Hearing Minutes.

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

Motion passed 5-1. Councilmember Bankard opposed.

Public Hearing—First Reading on Proposed Ordinances

10. Consideration of Ordinance 23-06, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Submitting To The City Electors A Referendum Question On The Amendment Of Section 2.02 Of The Charter To Increase The Number Of Permissible Consecutive Terms For City Council Members, Including The Mayor, From Two Terms To Three Terms; Identifying The Issue To Appear On Said Ballot; Providing For Renumbering; Providing For The Adoption Of Ballot Language By Resolution; Providing For Publication In Accordance With The Law; And Providing For An Effective Date. (First Reading) (City Attorney Mora)

City Attorney Mora read Ordinance 23-06 by Title only.

MOTION was made by Councilmember Roberts and seconded by Councilmember Livingstone to pass Ordinance 23-06.

Councilmember Bankard	No
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Yes
Vice Mayor Shirley	Yes
Mayor Gattis	Yes

Motion passed 5-1.

11. Consideration of Ordinance 23-07, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Submitting To The City Electors A Referendum Question On The Amendment Of Sections 2.01, 2.02, And 2.07 Of The Charter To Reduce The

Number Of At-Large Members On The City Council, Including The Mayor, From Seven Members To Five Members, To Specify The Timeline For Transitioning To Five Members, And To Adjust The Corresponding Voting Requirements For Official Action Of A Five-Member Council; Identifying The Issue To Appear On Said Ballot; Providing For Renumbering; Providing For The Adoption Of Ballot Language By Resolution; Providing For Publication In Accordance With The Law; And Providing For An Effective Date. (First Reading) (City Attorney Mora)

City Attorney Mora read Ordinance 23-07 by Title only.

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Roberts for Ordinance 23-07.

Councilmember Bankard	No
Councilmember Livingstone	Yes
Councilmember Notaro	No
Councilmember Roberts	Yes
Vice Mayor Shirley	Yes
Mayor Gattis	Yes

Motion passed 4-2.

- 12. **Consideration Of Ordinance 23-08, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Submitting To The City Electors A Referendum Question On The Amendment Of Sections 2.02, 2.04, And 5.05 Of The Charter To Increase The Term Of Office For Individual Councilmembers, Including The Mayor, From Three Years To Four Years And To Amend The Regular Election Schedule To Accommodate Such Terms; Identifying The Issue To Appear On Said Ballot; Providing For The Adoption Of Ballot Language By Resolution; Providing For Publication In Accordance With The Law; And Providing For An Effective Date. (First Reading) (City Attorney Mora)**

City Attorney Mora read Ordinance 23-08 by Title only.

MOTION was made by Councilmember Roberts and seconded by Vice Mayor Shirley to adopt Ordinance 23-08.

Councilmember Bankard	No
Councilmember Livingstone	Yes
Councilmember Notaro	No
Councilmember Roberts	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 4-2.

- 13. **Consideration of Ordinance 23-09, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Submitting To The City Electors A Referendum Question On The Amendment Of Section 5.05 Of The Charter To Adjust The Regular Election Cycle From March To November, Contingent On The Passage Of A Separate Ballot Measure Governing The Duration Of Councilmember Terms; Identifying The Issue To Appear On Said Ballot; Providing For The Adoption Of Ballot Language By Resolution; Providing For Publication In Accordance With The Law; And Providing For An Effective Date. (First Reading) (City Attorney Mora)**

City Attorney Mora read Ordinance 23-09 by Title only.

MOTION was made by Councilmember Roberts and seconded by Vice Mayor Shirley to adopt Ordinance 23-09.

Councilmember Bankard	No
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Yes
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 5-1.

- 14. **Consideration of Ordinance 23-10, An Ordinance Of The City Council Of The City Of Belleair Beach Amending Section 38-87 Of The City's Code Of Ordinances Governing The Permitting Process For Special Events, Associated Costs And Fees, And Potential Penalties For Unpermitted Or Non-Compliant Special Events; Providing For The Implementation Of Administrative Actions; Providing For Codification; Providing For Severability; And Providing An Effective Date. (First Reading) (City Attorney Mora)**

City Attorney Mora read Ordinance 23-10 by Title only.

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Roberts to adopt Ordinance 23-10.

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

Motion passed 6-0.

Public Hearing–Second Reading and Final Hearing on Proposed Ordinances

- 15. **Consideration of Ordinance 23-05, An Ordinance Of The City Council Of The City Of Belleair Beach Amending Chapter 18, Section 18-5 Of The City’s Code Of Ordinances, Entitled “Time For Qualifying”; Removing The Specified Qualifying Period; Providing For The Establishment Of The Qualifying Period By Resolution Of The City Council; Providing For The Incorporation Of Recitals; Providing For Severability; And Providing For An Effective Date. (Second Reading) (City Manager Riefler)**
 - **Business Impact Estimate regarding Ordinance 23-05**

City Attorney Mora read Ordinance 23-05 by Title only.

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Roberts to adopt Ordinance 23-05.

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

Motion passed 6-0.

Regular Agenda

- 16. **Consideration of Applicants to Fill Vacant City Council Seat.**
 - **Mark S. Chester**
 - **Michael Hayward**

MOTION was made by Councilmember Bankard and seconded by Councilmember Roberts to fill the vacant Council seat.

Councilmember Bankard voted for	Michael Hayward
Councilmember Livingstone voted for	Mark Chester
Councilmember Notaro voted for	Mark Chester
Councilmember Roberts voted for	Mark Chester
Vice Mayor Shirley voted for	Mark Chester
Mayor Gattis voted for	Mark Chester

Motion passed 5-1 - Mark S. Chester will fill the vacant Council seat through the March 2024 election.

Mark S. Chester was sworn in and took his seat at the dais.

- 17. **Consideration of Resolution 2023-10, A Resolution Of The City Council Of The City Of Belleair Beach, Florida, Calling For A General Election To Be Held On March 19, 2024, For The**

Purpose Of Electing Three (3) City Council Members For A Full Term Of Office, And A Fourth Seat For The Remaining Tenure Of A Recently Vacated Council Member Position; To Establish The Qualifying Date And Process For Persons Seeking Elective Office For The 2024 Municipal Election; Authorizing The City Manager To Enter Into An Agreement With The Supervisor Of Elections Establishing A Polling Place For The March 2024 Election; Authorizing The Pinellas County Supervisor Of Elections To Verify Candidate Petition Cards And Facilitate The Election Process; And Establishing An Effective Date.

City Attorney Mora read Resolution 2023-10 by Title only.

MOTION was made by Councilmember Notaro and seconded by Councilmember Bankard to approve Resolution 2023-10.

Councilmember Bankard	Yes
Councilmember Chester	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Aye
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 7-0.

18. Authorize the City Manager to Grant Easement to Duke Energy Florida, LLC.

MOTION was made by Councilmember Bankard and seconded by Vice Mayor Shirley to Authorize the City Manager to Grant Easement to Duke Energy Florida, LLC.

Motion passed 7-0.

19. Unfinished Business.

None.

20. City Council Comments.

Councilmember Roberts wished City Clerk Gentry a happy retirement, and asked City Manager Riefler about a new public works employee – City Manager Riefler replied that four people had been interviewed to date.

Councilmember Notaro had no further comment.

Councilmember Bankard stated that FEMA representatives had been going door to door asking about flood damage from Hurricane Idalia.

He gave a brief update on his flood insurance research. He wished City Clerk Gentry a happy retirement.

Councilmember Livingstone thanked Mr. Hayward for applying and encouraged him to consider other opportunities to volunteer and for future candidacies. She wished City Clerk Gentry a happy retirement.

Councilmember Chester wished City Clerk Gentry a happy retirement.

Vice Mayor Shirley thanked Mr. Chester and Mr. Hayward for stepping up to volunteer, and wished City Clerk Gentry a happy retirement.

Mayor Gattis wished City Clerk Gentry a happy retirement.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Vice Mayor Shirley to adjourn at 8.09pm.

Motion passed 7-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



BALLOT

CITY COUNCIL VACANCY

October 2, 2023

	Vote
1. Mark S. Chester	
2. Michael Hayward	X

Signature: Frank Bankard

Name: Councilmember Frank Bankard



BALLOT
CITY COUNCIL VACANCY

October 2, 2023

	Vote
1. Mark S. Chester	<input checked="" type="checkbox"/>
2. Michael Hayward	<input type="checkbox"/>
	<input type="checkbox"/>

Signature: 

Name: Councilmember Belinda Livingstone



BALLOT
CITY COUNCIL VACANCY

October 2, 2023

	Vote
1. Mark S. Chester	X
2. Michael Hayward	

Signature: Leslie Notaro

Name: Councilmember Leslie Notaro



BALLOT

CITY COUNCIL VACANCY

October 2, 2023

	Vote
1. Mark S. Chester	<input checked="" type="checkbox"/>
2. Michael Hayward	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Signature: 

Name: Councilmember Lloyd Roberts



BALLOT
CITY COUNCIL VACANCY

October 2, 2023

	Vote
1. Mark S. Chester	<input checked="" type="checkbox"/>
2. Michael Hayward	<input type="checkbox"/>
	<input type="checkbox"/>

Signature: Jody Shirley

Name: Vice Mayor Jody Shirley



BALLOT
CITY COUNCIL VACANCY

October 2, 2023

	Vote
1. Mark S. Chester	<input checked="" type="checkbox"/>
2. Michael Hayward	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Signature: Dave Gattis

Name: Mayor Dave Gattis

PUBLIC MEETING MINUTES

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

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

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

1. Authorization to Award RFP 2023-01 for Residential Single Family & Multi-Family Residential Solid Waste and Recycling Collection Services.

City Manager Riefler gave an overview of the RFP decision process.

Mr. Ian Boyle, Waste Connections, Inc., spoke regarding their submittal.

MOTION was made by Councilmember Roberts and seconded by Councilmember Notaro to Award RFP 2023-01 for Residential Single Family & Multi-Family Residential Solid Waste and Recycling Collection Services to Waste Pro Inc.

Councilmember Bankard	No
Councilmember Chester	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Yes
Mayor Gattis	Yes

Motion passed 5-1.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Chester to adjourn at 6:19pm.

Motion passed 6-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk



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

**Monday, October 16, 2023
Immediately Following
6:00pm Special City Council Meeting**

PUBLIC MEETING MINUTES

The meeting was called to order at 6:28pm by Mayor Dave Gattis followed by a Pledge of Allegiance to the Flag of the United States of America.

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

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

1. Discussion of Increase for Solid Waste and Recycling Collection Service Utility Bill Rates.

City Manager Riefler reviewed the current rates and proposed rate increases.

Consensus of Council: To consider rate increases on an as-needed basis.

2. General Business.

City Manager Riefler and City Attorney Mora have been working on updating the Marina License Agreement to submit to City Council.

The Belleair Beach Community Foundation is requesting consideration to begin fundraising for a project for a veterans memorial at Crossman Park.

Consensus of Council: The BBCF can move forward.

City Manager Riefler discussed new carpeting for the Council Chamber.

Consensus of Council: City Manager Riefler will select color and pattern options, and get pricing.

City Manager Riefler will notify PCSO Captain Liener for a directed patrol to monitor vehicles that are speeding and running stop signs on City side streets as they try to avoid the trucks moving sand for the Beach Restoration Project.

City Manager Riefler will schedule MWI Pumps to discuss solutions for street flooding at the next work session.

ADJOURN

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

Motion passed 6-0.

Date Approved

APPROVED: _____
Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk

**CITY OF BELLEAIR BEACH
ORDINANCE NO. 23-06
CHARTER AMENDMENT NO. 1**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON THE AMENDMENT OF SECTION 2.02 OF THE CHARTER TO INCREASE THE NUMBER OF PERMISSIBLE CONSECUTIVE TERMS FOR CITY COUNCIL MEMBERS, INCLUDING THE MAYOR, FROM TWO TERMS TO THREE TERMS; IDENTIFYING THE ISSUE TO APPEAR ON SAID BALLOT; PROVIDING FOR RENUMBERING; PROVIDING FOR THE ADOPTION OF BALLOT LANGUAGE BY RESOLUTION; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Belleair Beach Charter, Section 2.02 (a) presently limits members of the City Council to two (2) consecutive terms; and

WHEREAS, the City Council of Belleair Beach finds that adding an additional permissible elected term would give its elected officials the means to better serve the interests of the public's health, safety, and welfare and effectively engage in interlocal activities and associations; and

WHEREAS, the City Council desires to adopt this Ordinance proposing a ballot measure to the electorate to amend the City Charter to increase the number of permissible consecutive terms for its councilmembers from two (2) consecutive terms to three (3) consecutive terms.

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

Section 1. That an amendment to Section 2.02 of the City's Charter be proposed to the electors of the City of Belleair Beach at a referendum election to be held on March 19, 2024, said Section 2.02 of the Charter to read, as amended, as follows:

Section 2.02 – Election and terms.

(a) Council members shall be elected in the manner provided for in this Charter. The offices of those council members whose terms begin in 2012 shall thereafter be for a term of three years commencing in 2012 and expiring in 2015. The positions of those council members (including the Mayor) whose terms begin in 2013 shall thereafter be for a term of three years commencing in 2013 and expiring in 2016. The term for all subsequent elections shall be three years. Elections shall be held thereafter in those years when incumbents' terms expire. The council members shall begin their terms in accordance with section 2.07 of the Charter. ~~Commencing with the offices of those council members whose terms begin in 2021.~~

Individual council members, including the mayor, shall be prohibited from holding office for more than ~~two~~ three consecutive terms.

(b) No election shall be required to be held if the number of vacancies to be filled at the election is equal to or greater than the number of duly qualified candidates for city council or mayor.

Section 2. The City Council shall separately adopt a Resolution setting forth the proposed ballot statement and ballot summary, in a manner that confirms with applicable state law.

Section 3. The City Clerk is hereby directed to notify the Pinellas County Supervisor of Elections that the referendum item provided in this Ordinance and the corresponding Resolution shall be considered on the same ballot as the election to be held on March 19, 2024.

Section 4. This Ordinance shall be published in accordance with the law.

Section 5. This Ordinance shall take effect immediately upon its passage and adoption. The referendum measure shall take effect only upon the approval of a majority of the City electors voting at the referendum election voting on this issue.

ADOPTED ON FIRST READING by the City Council of the City of Belleair Beach, Florida, held on the ____ day of October 2023.

PUBLISHED THE ____ day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING AND PUBLIC HEARING this ____ day of November 2023.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **Ordinance No. 23-06**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON THE AMENDMENT OF SECTION 2.02 OF THE CHARTER TO INCREASE THE NUMBER OF PERMISSIBLE CONSECUTIVE TERMS FOR CITY COUNCIL MEMBERS, INCLUDING THE MAYOR, FROM TWO TERMS TO THREE TERMS; IDENTIFYING THE ISSUE TO APPEAR ON SAID BALLOT; PROVIDING FOR RENUMBERING; PROVIDING FOR THE ADOPTION OF BALLOT LANGUAGE BY RESOLUTION; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance submits a referendum to the electors of the City to change the number of permissible consecutive elective terms, increasing the limit from two to three terms.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is an ordinance of general application amending the number of permissible consecutive terms for elected officials.

**CITY OF BELLEAIR BEACH
ORDINANCE NO. 23-07
CHARTER AMENDMENT NO. 2**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON THE AMENDMENT OF SECTIONS 2.01, 2.02, AND 2.07 OF THE CHARTER TO REDUCE THE NUMBER OF AT-LARGE MEMBERS ON THE CITY COUNCIL, INCLUDING THE MAYOR, FROM SEVEN MEMBERS TO FIVE MEMBERS, TO SPECIFY THE TIMELINE FOR TRANSITIONING TO FIVE MEMBERS, AND TO ADJUST THE CORRESPONDING VOTING REQUIREMENTS FOR OFFICIAL ACTION OF A FIVE-MEMBER COUNCIL; IDENTIFYING THE ISSUE TO APPEAR ON SAID BALLOT; PROVIDING FOR RENUMBERING; PROVIDING FOR THE ADOPTION OF BALLOT LANGUAGE BY RESOLUTION; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Belleair Beach Charter, Section 2.01 (a) presently provides for the existence of a city council of seven members, elected at large by the electors of the city; and

WHEREAS, the City of Belleair Beach Charter, Section 2.07 (c) presently provides that a majority of the council shall constitute a quorum and that no action of the council shall be valid unless adopted by the affirmative vote of at least four (4) members of the council; and

WHEREAS, the City Council of Belleair Beach finds that a seven-member council is disproportionately large based on its geographical boundaries and number of registered electors; and

WHEREAS, the City Council desires to adopt this Ordinance proposing a ballot measure to the electorate to amend the City Charter to reduce the composition of the City Council from seven members to five members, with matters approved by a majority vote of the Council.

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

Section 1. That an amendment to Sections 2.01 and 2.07 of the City’s Charter be proposed to the electors of the City of Belleair Beach at a referendum election to be held on March 19, 2024, said sections of the Charter to read, as amended, as follows:

Section 2.01. – Composition and eligibility of city council.

There shall be a city council of ~~seven~~ five members elected at large by the electors of the city. One member will be elected as mayor and the balance will be elected as city council members.

(a) *Eligibility.* Only persons who have been registered voters in Belleair Beach for the 12 months immediately preceding the first day of qualification for election; who have physically resided in the city for the 12 months immediately preceding the first day of qualification; and who remains as a permanent resident of the city during their term of office, shall be eligible to run for and hold the office of council member. Any person who is deprived of their civil rights through conviction for committing a crime involving a felony or moral turpitude shall not be qualified to hold office.

Section 2.02 – Election and terms.

(a) Council members shall be elected in the manner provided for in this Charter. The offices of those council members whose terms begin in 2012 shall thereafter be for a term of three years commencing in 2012 and expiring in 2015. The positions of those council members (including the Mayor) whose terms begin in 2013 shall thereafter be for a term of three years commencing in 2013 and expiring in 2016. The term for all subsequent elections shall be three years. Elections shall be held thereafter in those years when incumbents' terms expire. The council members shall begin their terms in accordance with section 2.07 of the Charter. Commencing with the offices of those council members whose terms begin in 2021, individual council members, including the mayor, shall be prohibited from holding office for more than two consecutive terms.

(b) Beginning with the next regular election for the council member seats whose full terms of office, at the time of their election or appointment, were originally set to expire in March 2025, the city shall transition to a five-member council, including the Mayor, by holding a regular election at the time otherwise established in this Charter for the Mayor and only one, as opposed to three, at-large city council positions. Thereafter, the at-large city council positions, including the position of Mayor, shall remain subject to the regular election schedule compelled by the expiration of their term of office as otherwise established in this Charter, or as vacancies may require.

(c) No election shall be required to be held if the number of vacancies to be filled at the election is equal to or greater than the number of duly qualified candidates for city council or mayor.

Section 2.07. – City council meetings.

(a) *Organizational meeting.* The first meeting of each newly elected council for induction into office shall be held on the Monday following certification of the election by the Supervisor of Elections.

(b) *Time and place.* The council shall meet regularly at least once a month at such times and places as the council may prescribe by resolution. Special meetings of the city council may be held at the call of the presiding officer, or at the request of a majority of the council members; and, whenever practicable, shall provide for not less than 24 hours notice to each member of the council and the public.

(c) *Quorum.* Except as provided in subsection 2.06(c), a majority of the council shall constitute a quorum. No action of the council shall be valid unless adopted by the affirmative vote of ~~at least four members of~~ a majority of the council.

(d) *Voting.* Voting on ordinances and resolutions shall be by roll call and recorded by the city clerk in the official minutes of the meeting.

Section 2. The City Council shall separately adopt a Resolution setting forth the proposed ballot statement and ballot summary, in a manner that confirms with applicable state law.

Section 3. The City Clerk is hereby directed to notify the Pinellas County Supervisor of Elections that the referendum item provided in this Ordinance and the corresponding Resolution shall be considered on the same ballot as the election to be held on March 19, 2024.

Section 4. This Ordinance shall be published in accordance with the law.

Section 5. This Ordinance shall take effect immediately upon its passage and adoption. The referendum measure shall take effect only upon the approval of a majority of the City electors voting at the referendum election voting on this issue.

ADOPTED ON FIRST READING by the City Council of Belleair Beach, Florida, held on the ____ day of October 2023.

PUBLISHED THE ____ day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING AND PUBLIC HEARING this ____ day of November 2023.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **Ordinance No. 23-07**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON THE AMENDMENT OF SECTIONS 2.01, 2.02, AND 2.07 OF THE CHARTER TO REDUCE THE NUMBER OF AT-LARGE MEMBERS ON THE CITY COUNCIL, INCLUDING THE MAYOR, FROM SEVEN MEMBERS TO FIVE MEMBERS, TO SPECIFY THE TIMELINE FOR TRANSITIONING TO FIVE MEMBERS, AND TO ADJUST THE CORRESPONDING VOTING REQUIREMENTS FOR OFFICIAL ACTION OF A FIVE-MEMBER COUNCIL; IDENTIFYING THE ISSUE TO APPEAR ON SAID BALLOT; PROVIDING FOR RENUMBERING; PROVIDING FOR THE ADOPTION OF BALLOT LANGUAGE BY RESOLUTION; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance submits a referendum to the electors of the City to change the composition of the City Council from a seven member body to a five member body.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is an ordinance of general application amending the number of members serving on the City Council.

**CITY OF BELLEAIR BEACH
ORDINANCE NO. 23-08
CHARTER AMENDMENT NO. 3**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON THE AMENDMENT OF SECTIONS 2.02, 2.04, AND 5.05 OF THE CHARTER TO INCREASE THE TERM OF OFFICE FOR INDIVIDUAL COUNCILMEMBERS, INCLUDING THE MAYOR, FROM THREE YEARS TO FOUR YEARS AND TO AMEND THE REGULAR ELECTION SCHEDULE TO ACCOMMODATE SUCH TERMS; IDENTIFYING THE ISSUE TO APPEAR ON SAID BALLOT; PROVIDING FOR THE ADOPTION OF BALLOT LANGUAGE BY RESOLUTION; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Belleair Beach Charter, Sections 2.02 (a) and 5.05 (a) presently set forth the schedule for regular elections of the City Council; and

WHEREAS, City of Belleair Beach Charter, Sections 2.02 (a), 2.04 (a), and 5.05 (a) presently provide that council members, including the mayor, shall serve three year terms; and

WHEREAS, the City Council of Belleair Beach finds that the City's electors, guests, and residents would be better served by council members whose terms are extended to a period of four years, instead of three years; and

WHEREAS, the City Council deems it prudent to amend the schedule of the City's regular elections in order to accommodate the amended terms of office;

WHEREAS, the City Council desires to adopt this Ordinance proposing a ballot measure to the electorate to amend the City Charter to increase the regular term of office for city council members, from three years to four years and amend the election schedule to ensure a regular election would occur every two years going forward.

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

Section 1. That an amendment to Sections 2.02, 2.04 and 5.05 of the City’s Charter be proposed to the electors of the City of Belleair Beach at a referendum election to be held on March 19, 2024, said sections of the Charter to read, as amended, as follows:

Section 2.02 – Election and terms.

(a) Council members shall be elected in the manner provided for in this Charter. Commencing with the regular election held in 2024, ¶the offices of those council members whose terms begin in 2012 2024, shall thereafter be for a term of three four years commencing in 2012 and expiring in 2015. The positions of those council members (including the Mayor) whose full terms of office, at the time of their election or appointment, were originally set to expire in March 2025, begin in 2013 shall be extended to expire upon a regular election to be held in 2026. ¶Thereafter, the term of office for all subsequent elections for all council member seats, including the mayor, shall be for a term of three four years, commencing in 2013 and expiring in 2016. The term for all subsequent elections shall be three four years, such that the next regular election for the three council member seats elected in 2024 will be held in 2028, and the regular election for the balance of council member seats elected in 2026, including the mayor, will be held in 2030. Elections shall be held thereafter in those years when incumbents' terms expire. The council members shall begin their terms in accordance with section 2.07 of the Charter. Commencing with the offices of those council members whose terms begin in 2021, individual council members, including the mayor, shall be prohibited from holding office for more than two consecutive terms.

(b) No election shall be required to be held if the number of vacancies to be filled at the election is equal to or greater than the number of duly qualified candidates for city council or mayor.

Section 2.04. - Mayor

(a) *Election.* The mayor shall be elected for a ~~three-year~~ four-year term, as set forth in section 2.02(a) of this Charter.

(b) *Duties.* The mayor shall preside at meetings of the council and shall be recognized as head of the city government for service of process and ceremonial matters.

(c) *Absences.* The vice-mayor shall act as mayor during the absence or disability of the mayor and if a vacancy occurs or exists in the office of mayor. The vice-mayor shall become mayor for the completion of the unexpired term of the former mayor. In the temporary absence of the mayor and vice-mayor the remaining council members shall select a mayor pro tempore. In the event of a permanent vacancy in the office of mayor and vice-mayor, the council shall select a mayor and vice-mayor from the remaining members of the council to serve in that capacity until the next election.

Section 5.05. – Schedule and notice of elections.

(a) *Regular.* The regular 2024 election of three council members shall be for a term of ~~three~~ four years, ~~shall be held in 2012~~, and shall be held every ~~three~~ four years thereafter. The next regular election of ~~three~~ the remaining council members and the mayor for a term of ~~three~~ four years shall be held in ~~2013~~ 2026, and every ~~three~~ four years thereafter, such that the next regular election for the three council member seats elected in 2024 will be held in 2028, and the regular election for the balance of council member seats elected in 2026, including the mayor, will be held in 2030. If there is a tie vote for winner of a seat, the council shall make provision at a special meeting to determine the winner by drawing lots. The regular annual election shall be held on the second Tuesday in the month of March, unless the council by ordinance declares a different date.

(b) *Special.* Special municipal elections shall be held in the same manner as the regular annual elections. The city council, by resolution, shall fix the qualifying period and the date of a special election.

(c) *Public notice.* All elections held pursuant to this Charter shall have at least thirty days notice of election or referendum by publications in a local newspaper of general circulation as defined by F.S. ch. 50 of Florida Statutes. The publication shall be made at least twice, once in the fifth week prior to the week in which the election or referendum is to be held.

Section 2. The City Council shall separately adopt a Resolution setting forth the proposed ballot statement and ballot summary, in a manner that confirms with applicable state law.

Section 3. The City Clerk is hereby directed to notify the Pinellas County Supervisor of Elections that the referendum item provided in this Ordinance and the corresponding Resolution shall be considered on the same ballot as the election to be held on March 19, 2024.

Section 4. This Ordinance shall be published in accordance with the law.

Section 5. This Ordinance shall take effect immediately upon its passage and adoption. The referendum measure shall take effect only upon the approval of a majority of the City electors voting at the referendum election voting on this issue.

ADOPTED ON FIRST READING by the City Council of Belleair Beach, Florida, held on the ____ day of October 2023.

PUBLISHED THE ____ day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING AND PUBLIC HEARING this ____ day of November 2023.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **Ordinance No. 23-08**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON THE AMENDMENT OF SECTIONS 2.02, 2.04, AND 5.05 OF THE CHARTER TO INCREASE THE TERM OF OFFICE FOR INDIVIDUAL COUNCILMEMBERS, INCLUDING THE MAYOR, FROM THREE YEARS TO FOUR YEARS AND TO AMEND THE REGULAR ELECTION SCHEDULE TO ACCOMMODATE SUCH TERMS; IDENTIFYING THE ISSUE TO APPEAR ON SAID BALLOT; PROVIDING FOR THE ADOPTION OF BALLOT LANGUAGE BY RESOLUTION; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance submits a referendum to the electors of the City of Belleair Beach to extend the tenure of council members from three years to four years, and makes specific provision for the amendment of the regular election schedule to accommodate the extended terms.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is an ordinance of general application, governing the tenure of the City's elected officials.

**CITY OF BELLEAIR BEACH
ORDINANCE NO. 23-09
CHARTER AMENDMENT NO. 4**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON THE AMENDMENT OF SECTION 5.05 OF THE CHARTER TO ADJUST THE REGULAR ELECTION CYCLE FROM MARCH TO NOVEMBER, CONTINGENT ON THE PASSAGE OF A SEPARATE BALLOT MEASURE GOVERNING THE DURATION OF COUNCILMEMBER TERMS; IDENTIFYING THE ISSUE TO APPEAR ON SAID BALLOT; PROVIDING FOR THE ADOPTION OF BALLOT LANGUAGE BY RESOLUTION; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Belleair Beach Charter, Section 5.05 (a), provides that the regular annual election shall be held on the second Tuesday in the month of March, unless the council by ordinance declares a different date; and

WHEREAS, federal elections for Congress and the Presidency are typically held in November of each year; and

WHEREAS, 2 U.S.C. § 7, provides that the timing of federal elections shall occur as follows: “The Tuesday next after the 1st Monday in November, in every even numbered year, is established as the day for the election, in each of the States and Territories of the United States, of Representatives and Delegates to the Congress commencing on the 3d day of January next thereafter”; and

WHEREAS, the City Council of Belleair Beach finds that the City has the capacity to limit the costs associated with its elections and increase voter-participation by aligning its regular local elections with the federal election cycle; and

WHEREAS, the City Council desires to adopt this Ordinance proposing a ballot measure to the electorate to amend the City Charter to adjust the annual election cycle from March to November, in direct alignment with the federal election cycle.

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

Section 1. That an amendment to Section 5.05 of the City’s Charter be proposed to the electors of the City of Belleair Beach at a referendum election to be held on March 19, 2024, said sections of the Charter to read, as amended, as follows:

Section 5.05. – Schedule and notice of elections.

(a) *Regular.* The election of three council members for a term of three years shall be held in 2012, and every three years thereafter. The election of three council members and the mayor for a term of three years shall be held in 2013, and every three years thereafter. If there is a tie vote for winner of a seat, the council shall make provision at a special meeting to determine the winner by drawing lots. Beginning with the regular election to be held in 2026, the regular annual election shall be held on the second Tuesday in the month of March, on the Tuesday next after the first Monday in November, in alignment with the federal election cycle, unless the council by ordinance declares a different date.

(b) *Special.* Special municipal elections shall be held in the same manner as the regular annual elections. The city council, by resolution, shall fix the qualifying period and the date of a special election.

(c) *Public notice.* All elections held pursuant to this Charter shall have at least thirty days notice of election or referendum by publications in a local newspaper of general circulation as defined by F.S. ch. 50 of Florida Statutes. The publication shall be made at least twice, once in the fifth week prior to the week in which the election or referendum is to be held.

Section 2. The City Council shall separately adopt a Resolution setting forth the proposed ballot statement and ballot summary, in a manner that confirms with applicable state law.

Section 3. The City Clerk is hereby directed to notify the Pinellas County Supervisor of Elections that the referendum item provided in this Ordinance and the corresponding Resolution shall be considered on the same ballot as the election to be held on March 19, 2024.

Section 4. This Ordinance shall be published in accordance with the law.

Section 5. This Ordinance shall take effect immediately upon its passage and adoption if, and only if, a majority of the City electors voting at the election on this issue approve both: (a) this referendum measure amending the charter provisions governing the schedule of elections; and (b) the referendum measure amending the charter provisions extending the term of office for councilmembers from three years to four years.

ADOPTED ON FIRST READING by the City Council of Belleair Beach, Florida, held on the ____ day of October 2023.

PUBLISHED THE ____ day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING AND PUBLIC HEARING this ____ day of November 2023.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **Ordinance No. 23-09**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON THE AMENDMENT OF SECTION 5.05 OF THE CHARTER TO ADJUST THE REGULAR ELECTION CYCLE FROM MARCH TO NOVEMBER, CONTINGENT ON THE PASSAGE OF A SEPARATE BALLOT MEASURE GOVERNING THE DURATION OF COUNCILMEMBER TERMS; IDENTIFYING THE ISSUE TO APPEAR ON SAID BALLOT; PROVIDING FOR THE ADOPTION OF BALLOT LANGUAGE BY RESOLUTION; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance submits a referendum to the electors of the City to change the election cycle from March to November, in alignment with the federal election cycle.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is an ordinance of general application amending the timing of City elections.

ORDINANCE 23-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, AMENDING SECTION 38-87 OF THE CITY'S CODE OF ORDINANCES GOVERNING THE PERMITTING PROCESS FOR SPECIAL EVENTS, ASSOCIATED COSTS AND FEES, AND POTENTIAL PENALTIES FOR UNPERMITTED OR NON-COMPLIANT SPECIAL EVENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, special events are an integral part of tourism, economic development, free speech and sense of community in the City of Belleair Beach; and

WHEREAS, the City has a legitimate ability and duty to regulate the safe and responsible administration of its limited recreational resources and facilities for the protection of public health, safety, and welfare of its residents and visitors; and

WHEREAS, to manage the impacts of gatherings and to protect the public health, safety and welfare related to special events and gatherings in the City's parks and public facilities, the City Council finds it necessary and prudent to revise its Code of Ordinances in the manner set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, THAT THE CODE OF ORDINANCES IS AMENDED AS FOLLOWS:

Section 1. Revised Ordinance. Section 38-87 of the City of Belleair Beach code of ordinances is hereby revised as follows:

Sec. 38-87. - Picnic or public gathering permit. Special Event Use Permits.

~~(a) Any resident, or group of predominately residents, and their guests, other person or group numbering ten or more, who desire to have a gathering in any city park or playground or other public property, shall obtain a permit for such picnic or other public gathering from the city manager at the city hall during office hours, at least 12 hours prior to the time of such gathering. The city manager may require any person or group seeking to use any public property of the city to provide the city manager with a certificate of liability insurance naming the City of Belleair~~

~~Beach, as an additional insured thereunder and a damage and clean-up deposit in an amount as may be determined by the city manager.~~

~~(b) No permits shall be granted by the city manager for the conduct of any commercial, political, or organized event by any person, group or organizer.~~

(a) **Declaration of Policy.** The open, outdoor areas of the City of Belleair Beach’s parks are public fora generally available for use by the public, including for noncommercial expressive activity protected by the First Amendment to the United States Constitution and Sections 4 and 5 of the Florida Declaration of Rights, during times when parks are open for use to the public.

(b) **Permits Required.** A special event permit or authorization from the City is required for:

- (1) Any event that involves exclusive, private use of an area in any City park, street, or other public property.
- (2) Any event on any public street or right-of-way that will obstruct traffic. Such events may include, but are not limited to, “fun runs,” roadway foot races, fundraising walks, auctions, “bike-a-thons,” parades, carnivals, filming/movie events, circuses, block parties, markets, and fairs.
- (3) Any event in any City park, street, or other public property that involves the construction or maintenance of any building, structure, equipment, or scaffolding in, on, over, or under any street, right-of-way, park, or other public place.
- (4) Any planned event in any City park, street, or other public property that will involve a gathering of at least fifty (50) people.

(c) **Exemptions.** The following categories of events are exempt from the permit requirement in subsection (b):

- (1) Events designated by the city manager or City Council as “city-sponsored special events” including events sponsored financially or in-kind, whether in whole or in part, by the City.
- (2) Funeral processions.
- (3) Groups required by law to be so assembled.
- (4) Spontaneous rallies or demonstrations for which there is no prior promotion or organization.

(5) Spontaneous rallies or demonstrations when the events or circumstances that gave rise to the purpose of the rally or demonstration occurred less than three (3) business days before the rally or demonstration.

(d) Permit Application Process.

(1) Special event permits required under this section must be sought by filing an application with the city manager on a form to be made available at city hall at least three (3) business days prior to the date on which the event is to occur. If the event will require road or park closures, the application must be filed at least ten (10) business days prior to the date on which the event is to occur. Upon a showing of good cause or at the discretion of the City, the City shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services necessary for the safe and responsible administration of the event. Good cause can be demonstrated by the applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed.

(2) The city manager shall timely transmit a copy of a special event permit application to the director of public works, the Pinellas County Sheriff's Office, and fire chief for prompt review, and any other agency or administrative department the city manager deems necessary and appropriate based on the nature of the contemplated event.

(3) The city manager or his/her designee shall approve or deny the special event permit application within seven (7) business days for events that require road or park closures, and within three (3) business days for all other events, based on clear, published, content- and viewpoint-neutral criteria and subject to conditions outlined in this section. If no decision is made on the special permit application within the required time specified in this section, it shall be deemed approved.

(4) Any permit involving the sale, serving, or consumption of beer, wine, or liquor on City property shall be processed in accordance with section 34-3 (b), and applicable Florida statutes and administrative procedures.

(5) Absent an affirmative commitment to do so in the permitting documents, issuance of a special event permit under this section shall not obligate or require the City to provide City services, equipment, or personnel in support of a special event beyond those City services, equipment, and personnel the City would ordinarily provide. This section does not relieve the City of its obligation under the First and/or Fourteenth Amendments of the United States Constitution to make bona fide efforts to protect event organizers and participants from violence, true threats, and other forms of unlawful interference to enable events to proceed.

(c) **Fees and Taxes.**

(1) **Taxes.** The applicant is responsible for payment of all applicable federal, state, and local taxes.

(2) **Fees.**

- i. All criteria used for determining whether fees, indemnification agreements, or insurance requirements will be required, including deposits, must be published, and based on reasonable, content- and viewpoint-neutral criteria that comply with the First and Fourteenth Amendments to the United States Constitution.
- ii. Liability of Permittee/Sponsor. The person or persons to whom a permit is issued shall be liable for any loss, damage, or injury sustained by any other person or entity whatever by reason of the negligence of the person or persons to whom such permit is issued. The city manager may, in his or her discretion, condition the granting of a special event permit upon demonstration of adequate insurance naming the city as additional insured for events where the expected attendance is fifty (50) or more people.
- iii. The city manager shall provide a process for individuals or groups who cannot afford to pay fees or obtain insurance to obtain a waiver, exempting them from such requirements.

(f) **Grounds for denial.**

(1) The City may deny an application for a special event permit upon the occurrence of any one of the following events or circumstances:

- i. The applicant provides false or deliberately misleading information; the applicant fails to complete the application or supply other required information or documents; or the applicant declares or demonstrates an unwillingness or inability to comply with the reasonable, content- and viewpoint-neutral terms or conditions contained in the proposed permit; or
- ii. The proposed event would materially conflict with another proximate event or interfere with construction or maintenance work in the immediate vicinity; or
- iii. Absent an approved waiver, the permit application is submitted less than three (3) days prior to the event if the event will not require road or park closures; or

iv. Absent an approved waiver, the permit application is submitted less than ten (10) days prior to the event if the event will require road or park closures.

(2) In the event subsection (f)(1)(ii) or (iii) of this section applies, the city shall offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application, to the extent practicable.

(g) **Permit Conditions Generally.** The city may condition the issuance of a special event permit by imposing reasonable requirements concerning the time, place, and manner of the event, such as those necessary to protect the safety and rights of persons and property, as well as the safe and orderly control of traffic, so long as any such restriction is neutral as to the content and viewpoint of any speech or expression associated with the event and does not unduly burden the lawful exercise of rights secured by the First and Fourteenth Amendments.

(h) **Permit Revocation.** Any permit issued under this section may be summarily revoked by the City at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances beyond the city's capacity to control, the city determines the safety of the public or property requires such immediate revocation. The city may also summarily revoke any permit issued pursuant to this section if the city finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit and a detailed explanation of the reasons for the decision shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the application, or by electronic transmission if the applicant consents to receive notices in that format in its permitting submission.

(i) **Violation and Penalty.**

(1) It shall be unlawful for any person to host or conduct a special event requiring a special event permit pursuant to this section unless a valid permit has been issued and remains in effect for the event.

(2) The special event permit authorizes the permittee/sponsor to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee/sponsor to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof to willfully violate or exceed the terms and conditions of the permit, or to continue with the event if the permit is revoked or expired.

(3) Whenever a special event is conducted without a special event permit when one would have been required or is conducted in violation of the terms of an issued special event permit, the event organizer may be responsible for, and the city may charge the event organizer for, all costs incurred by the city as a result of the adverse impacts of the special event or the violation of the special event permit.

(j) **Appeal Procedures** — Any person who is denied a permit or has a permit revoked may file an appeal to the city manager within ten (10) days of the denial of the permit. The city manager shall promptly hear the appeal and issue a decision in writing within three (3) business days of the appeal.

Section 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he deems necessary and appropriate to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

Section 3. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 4. Effective Date. This Ordinance shall become effective immediately upon enactment by the City Council.

ADOPTED ON FIRST READING on the ____ day of _____, 2023, by
the City Council of the City of Belleair Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of
_____, 2023, by the City Council of the City of Belleair Beach, Florida.

Dave Gattis
Mayor, City of Belleair Beach

ATTEST:

Patricia Gentry, City Clerk

APPROVED AS TO FORM:

Randy Mora, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **Ordinance No. 23-10**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, AMENDING SECTION 38-87 OF THE CITY'S CODE OF ORDINANCES GOVERNING THE PERMITTING PROCESS FOR SPECIAL EVENTS, ASSOCIATED COSTS AND FEES, AND POTENTIAL PENALTIES FOR UNPERMITTED OR NON-COMPLIANT SPECIAL EVENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends the City's ordinance governing special event permits to better align the code with Constitutional doctrines relating to freedom of expression and assembly.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

Any applicant for a special event permit may incur costs associated with hosting and responsibly coordinating a special event in compliance with this Ordinance. The anticipated costs, such as insurance coverage, City labor, and attendant rental fees will vary dependent upon the nature, scope, and resources required for the event.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

The Ordinance does not, by itself, impose new charges for which businesses will generally be responsible. Any applicant, whether as an individual, non-profit, or business bears the same costs of compliance proportionate to the nature and scope of the contemplated programming.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City cannot presently estimate its regulatory costs associated with this Ordinance. The City has not historically received, reviewed, or administered special events requiring significant resources from the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City cannot estimate this figure as the Ordinance is of general application, and does not require any business or individual to affirmatively plan and pursue special event programming in the City.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is an ordinance of general application governing the permissible tenure of the City's elected officials.

**CITY OF BELLEAIR BEACH
RESOLUTION NO. 2023-11**

A RESOLUTION OF THE CITY OF BELLEAIR BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION OF THE CITY ELECTORS TO BE HELD ON MARCH 19, 2024, FOR THE PURPOSE OF SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON AN AMENDMENT TO THE CHARTER OF THE CITY OF BELLEAIR BEACH TO PROPOSE INCREASING THE NUMBER OF PERMISSIBLE CONSECUTIVE TERMS FOR A CITY COUNCILMEMBER FROM TWO TERMS TO THREE; AUTHORIZING THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO APPOINT POLL WORKERS; AUTHORIZING THE ASSIGNMENT OF POLLING PLACE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to City of Belleair Beach Charter Section 9.01, the City Council, by ordinance, may submit to the electors a proposed Charter amendment to any part of the Charter; and

WHEREAS, the City Council of the City of Belleair Beach passed an Ordinance proposing a referendum question to the City's electors, proposing an amendment to the City's Charter increasing the number of permissible consecutive terms for City council members, including the Mayor, from two (2) terms, to three (3) terms; and

WHEREAS, the City of Belleair Beach has requested assistance from the Pinellas County Supervisor of Elections in conducting the election to be held on March 19, 2024; and

WHEREAS, the Pinellas County Supervisor of Elections has agreed to provide such assistance to the City, subject to conditions, considerations, and agreements; and

WHEREAS, Section 102.131, Florida Statutes, sets forth the duties of the Pinellas County Canvassing Board; and

WHEREAS, the Countywide election must be conducted in accordance with the provisions of the State Election Board, any decisions regarding election protests and/or automatic recounts or requests for recounts of the vote in the municipal election shall be determined by Pinellas County Canvassing Board under the provisions of said Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, that:

Section 1. A special election shall be held in the City of Belleair Beach, Florida, on Tuesday, March 19, 2024, for the purpose of submitting to the City electors the following referendum question an on amendment to the City of Belleair Beach, Florida’s, Charter:

**CHARTER AMENDMENT NO. 1
REFERENDUM INCREASING LIMIT ON CONSECUTIVE TERMS**

Shall the City amend the Charter to prohibit council members, including the Mayor, from serving more than three (3) consecutive terms, as opposed to the existing limitation prohibiting a councilmember from serving more than two (2) consecutive terms?

YES ___ to amend the Charter provision

NO ___ to retain the existing Charter provision

Section 2. The polling place for such election shall be 444 Causeway Boulevard Belleair Beach, FL 33786, and the polls shall be open from 7 a.m. to 7 p.m.

Section 3. Said election shall be held in accordance with the provisions of the City of Belleair Beach Charter and ordinances passed thereunder and the General Election Laws of the State of Florida pertaining to municipal elections.

Section 4. The Pinellas County Canvassing Board is hereby designated as the City of Belleair Beach's Canvassing Board.

Section 5. After the inspectors and clerk of the election have completed their duties, it shall be the duty of Pinellas County Canvassing Board to canvass the votes for the election as shown by the returns; and certify and count the absentee ballots; and in no case, shall the Canvassing Board change or vary in anyway the number of votes cast for the issue election, as shown by the returns of the inspectors and clerk of the election.

Section 6. All ordinances or parts of ordinances in conflict herewith to the extent that such conflicts exist are hereby repealed.

Section 7. In the event that any section, paragraph, sentence, clause or phrase of this Resolution shall be declared unconstitutional or unenforceable by a valid judgement or decree of a court of competent jurisdiction, such unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 8. This Resolution shall be in full force and effect from and after its adoption in the manner provided by law.

Section 9. This Resolution shall become effective immediately upon its adoption.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

**CITY OF BELLEAIR BEACH
RESOLUTION NO. 2023-12**

A RESOLUTION OF THE CITY OF BELLEAIR BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION OF THE CITY ELECTORS TO BE HELD ON MARCH 19, 2024, FOR THE PURPOSE OF SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON AN AMENDMENT TO SECTIONS 2.01, 2.02, AND 2.07 OF THE CHARTER OF THE CITY OF BELLEAIR BEACH TO PROPOSE REDUCING THE NUMBER OF COUNCILMEMBERS ON THE CITY COUNCIL FROM SEVEN MEMBERS TO FIVE MEMBERS; AUTHORIZING THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO APPOINT POLL WORKERS; AUTHORIZING THE ASSIGNMENT OF POLLING PLACE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to City of Belleair Beach Charter Section 9.01, the City Council, by ordinance, may submit to the electors a proposed Charter amendment to any part of the Charter; and

WHEREAS, the City Council of the City of Belleair Beach passed an Ordinance proposing a referendum question to the City's electors amending the City's Charter to reduce the number of members on the City Council from seven (7) council members, to five (5) council members; and

WHEREAS, the City of Belleair Beach has requested assistance from the Pinellas County Supervisor of Elections in conducting the election to be held on March 19, 2024; and

WHEREAS, the Pinellas County Supervisor of Elections has agreed to provide such assistance to the City, subject to conditions, considerations, and agreements; and

WHEREAS, Section 102.131, Florida Statutes, sets forth the duties of the Pinellas County Canvassing Board; and

WHEREAS, the Countywide election must be conducted in accordance with the provisions of the State Election Board, any decisions regarding election protests and/or automatic recounts or requests for recounts of the vote in the municipal election shall be determined by Pinellas County Canvassing Board under the provisions of said Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, that:

Section 1. A special election shall be held in the City of Belleair Beach, Florida, on Tuesday, March 19, 2024, for the purpose of submitting to the City electors the following referendum question an on amendment to the City of Belleair Beach, Florida, Charter

**CHARTER AMENDMENT NO. 2
REDUCING THE CITY COUNCIL TO
FIVE MEMBERS FROM SEVEN MEMBERS**

Shall the City amend the Charter to provide for a city council composed of five (5) at-large council members, including the Mayor, as opposed to the existing language providing for a city council composed of seven (7) at-large city council members, including the Mayor, and adjust the corresponding voting requirements for the council to take action?

YES to amend the Charter provisions

NO to retain the existing Charter provisions

Section 2. The polling place for such election shall be 444 Causeway Boulevard Belleair Beach, FL 33786, and the polls shall be open from 7 a.m. to 7 p.m.

Section 3. Said election shall be held in accordance with the provisions of the City of Belleair Beach Charter and ordinances passed thereunder and the General Election Laws of the State of Florida pertaining to municipal elections.

Section 4. The Pinellas County Canvassing Board is hereby designated as the City of Belleair Beach's Canvassing Board.

Section 5. After the inspectors and clerk of the election have completed their duties, it shall be the duty of Pinellas County Canvassing Board to canvass the votes for the election as shown by the returns; and certify and count the absentee ballots; and in no case, shall the Canvassing Board change or vary in anyway the number of votes cast for the issue election, as shown by the returns of the inspectors and clerk of the election.

Section 6. All ordinances or parts of ordinances in conflict herewith to the extent that such conflicts exist are hereby repealed.

Section 7. In the event that any section, paragraph, sentence, clause or phrase of this Resolution shall be declared unconstitutional or unenforceable by a valid judgement or decree of a court of competent jurisdiction, such unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 8. This Resolution shall be in full force and effect from and after its adoption in the manner provided by law.

Section 9. This Resolution shall become effective immediately upon its adoption.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

**CITY OF BELLEAIR BEACH
RESOLUTION NO. 2023-13**

A RESOLUTION OF THE CITY OF BELLEAIR BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION OF THE CITY ELECTORS TO BE HELD ON MARCH 19, 2024, FOR THE PURPOSE OF SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON AN AMENDMENT TO SECTIONS 2.02, 2.04, AND 5.05 OF THE CHARTER OF THE CITY OF BELLEAIR BEACH TO PROPOSE INCREASING THE TERM OF OFFICE FOR CITY COUNCILMEMBERS FROM THREE YEARS TO FOUR YEARS AND AMENDING THE REGULAR ELECTION CYCLE TO ACCOMMODATE SUCH TERMS; AUTHORIZING THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO APPOINT POLL WORKERS; AUTHORIZING THE ASSIGNMENT OF POLLING PLACE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to City of Belleair Beach Charter Section 9.01, the City Council, by ordinance, may submit to the electors a proposed Charter amendment to any part of the Charter; and

WHEREAS, the City Council of the City of Belleair Beach passed an Ordinance proposing a referendum question to the City’s electors amending the City’s Charter to increase the term for councilmembers, including the mayor, from a three-year term of office to four years; and

WHEREAS, the City of Belleair Beach has requested assistance from the Pinellas County Supervisor of Elections in conducting the election to be held on March 19, 2024; and

WHEREAS, the Pinellas County Supervisor of Elections has agreed to provide such assistance to the City, subject to conditions, considerations, and agreements; and

WHEREAS, Section 102.131, Florida Statutes, sets forth the duties of the Pinellas County Canvassing Board; and

WHEREAS, the Countywide election must be conducted in accordance with the provisions of the State Election Board, any decisions regarding election protests and/or automatic recounts or requests for recounts of the vote in the municipal election shall be determined by Pinellas County Canvassing Board under the provisions of said Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, that:

Section 1. A special election shall be held in the City of Belleair Beach, Florida, on Tuesday, March 19, 2024, for the purpose of submitting to the City electors the following referendum question an on amendment to the City of Belleair Beach, Florida, Charter

**CHARTER AMENDMENT NO. 3
INCREASING TERM OF OFFICE FROM
THREE YEARS TO FOUR YEARS**

Shall the City amend the Charter to provide that each individual term of office for city council members, including the mayor, shall be for four (4) years, as opposed to the existing three (3) year term, beginning with the officials elected in 2024, and amend the regular election cycle to accommodate the longer election terms?

YES ___ to amend the Charter provision

NO ___ to retain the existing Charter provision

Section 2. The polling place for such election shall be 444 Causeway Boulevard Belleair Beach, FL 33786, and the polls shall be open from 7 a.m. to 7 p.m.

Section 3. Said election shall be held in accordance with the provisions of the City of Belleair Beach Charter and ordinances passed thereunder and the General Election Laws of the State of Florida pertaining to municipal elections.

Section 4. The Pinellas County Canvassing Board is hereby designated as the City of Belleair Beach's Canvassing Board.

Section 5. After the inspectors and clerk of the election have completed their duties, it shall be the duty of Pinellas County Canvassing Board to canvass the votes for the election as shown by the returns; and certify and count the absentee ballots; and in no case, shall the Canvassing Board change or vary in anyway the number of votes cast for the issue election, as shown by the returns of the inspectors and clerk of the election.

Section 6. All ordinances or parts of ordinances in conflict herewith to the extent that such conflicts exist are hereby repealed.

Section 7. In the event that any section, paragraph, sentence, clause or phrase of this Resolution shall be declared unconstitutional or unenforceable by a valid judgement or decree of a court of competent jurisdiction, such unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 8. This Resolution shall be in full force and effect from and after its adoption in the manner provided by law.

Section 9. This Resolution shall become effective immediately upon its adoption.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

**CITY OF BELLEAIR BEACH
RESOLUTION NO. 2023-14**

A RESOLUTION OF THE CITY OF BELLEAIR BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION OF THE CITY ELECTORS TO BE HELD ON MARCH 19, 2024, FOR THE PURPOSE OF SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION ON AN AMENDMENT TO THE CHARTER OF THE CITY OF BELLEAIR BEACH TO PROPOSE ADJUSTING THE CITY’S REGULAR ELECTION CYCLE FROM MARCH TO NOVEMBER, IN GENERAL ALIGNMENT WITH THE FEDERAL ELECTION CYCLE, CONTINGENT ON THE PASSAGE OF A SEPARATE BALLOT MEASURE GOVERNING THE DURATION OF COUNCILMEMBER TERMS; AUTHORIZING THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO APPOINT POLL WORKERS; AUTHORIZING THE ASSIGNMENT OF POLLING PLACE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to City of Belleair Beach Charter Section 9.01, the City Council, by ordinance, may submit to the electors a proposed Charter amendment to any part of the Charter; and

WHEREAS, the City Council of the City of Belleair Beach passed an Ordinance proposing a referendum question to the City’s electors amending the City’s Charter to move the City’s regular election date from March to November, in general alignment with federal election cycles; and

WHEREAS, the City of Belleair Beach has requested assistance from the Pinellas County Supervisor of Elections in conducting the election to be held on March 19, 2024; and

WHEREAS, the Pinellas County Supervisor of Elections has agreed to provide such assistance to the City, subject to conditions, considerations, and agreements; and

WHEREAS, Section 102.131, Florida Statutes, sets forth the duties of the Pinellas County Canvassing Board; and

WHEREAS, the Countywide election must be conducted in accordance with the provisions of the State Election Board, any decisions regarding election protests and/or automatic recounts or requests for recounts of the vote in the municipal election shall be determined by Pinellas County Canvassing Board under the provisions of said Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, that:

Section 1. A special election shall be held in the City of Belleair Beach, Florida, on Tuesday, March 19, 2024, for the purpose of submitting to the City electors the following referendum question an on amendment to the City of Belleair Beach, Florida, Charter

**CHARTER AMENDMENT NO. 4
CONDITIONALLY ALIGNING LOCAL ELECTION CYCLE
WITH FEDERAL ELECTION CYCLE IN NOVEMBER**

If a majority of the City’s electors approve an amendment extending councilmember terms to four years, shall the City also amend the Charter to provide that its regular local elections for councilmembers shall be held in November, in general alignment with federal election cycles, as opposed to the existing requirement that regular local elections occur in March?

YES ___ to amend the Charter provision

NO ___ to retain the existing Charter provision

Section 2. The polling place for such election shall be 444 Causeway Boulevard Belleair Beach, FL 33786, and the polls shall be open from 7 a.m. to 7 p.m.

Section 3. Said election shall be held in accordance with the provisions of the City of Belleair Beach Charter and ordinances passed thereunder and the General Election Laws of the State of Florida pertaining to municipal elections.

Section 4. The Pinellas County Canvassing Board is hereby designated as the City of Belleair Beach's Canvassing Board.

Section 5. After the inspectors and clerk of the election have completed their duties, it shall be the duty of Pinellas County Canvassing Board to canvass the votes for the election as shown by the returns; and certify and count the absentee ballots; and in no case, shall the Canvassing Board change or vary in anyway the number of votes cast for the issue election, as shown by the returns of the inspectors and clerk of the election.

Section 6. All ordinances or parts of ordinances in conflict herewith to the extent that such conflicts exist are hereby repealed.

Section 7. In the event that any section, paragraph, sentence, clause or phrase of this Resolution shall be declared unconstitutional or unenforceable by a valid judgement or decree of a court of competent jurisdiction, such unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 8. This Resolution shall be in full force and effect from and after its adoption in the manner provided by law.

Section 9. This Resolution shall become effective immediately upon its adoption.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randol D. Mora, City Attorney

RESOLUTION 2023-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON MARCH 19, 2024, FOR THE PURPOSE OF ELECTING THREE (3) CITY COUNCIL MEMBERS FOR A FULL TERM OF OFFICE, AND A FOURTH SEAT FOR THE REMAINING TENURE OF A RECENTLY VACATED COUNCIL MEMBER POSITION; TO ESTABLISH THE QUALIFYING DATE AND PROCESS FOR PERSONS SEEKING ELECTIVE OFFICE FOR THE 2024 MUNICIPAL ELECTION; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS; ESTABLISHING A POLLING PLACE FOR THE MARCH 2024 ELECTION; AUTHORIZING THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO VERIFY CANDIDATE PETITION CARDS AND FACILITATE THE ELECTION PROCESS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Belleair Beach is subject to and has adopted the applicable provisions of the Florida Elections Code; and

WHEREAS, the City of Belleair Beach has requested assistance from the Pinellas County Supervisor of Elections in conducting their municipal general election to be held on March 29, 2024; and

WHEREAS, the Pinellas County Supervisor of Elections has agreed to providing such assistance to the City subject to conditions, considerations, and agreements; and

WHEREAS, the term of three of the City Council's seven at-large councilmember positions are set to expire and be placed on the ballot at the regular election to be held in March 2024; and

WHEREAS, in August 2023, a sitting councilmember whose term is set to expire in March 2025, resigned their seat with immediate effect, creating a vacancy on the City Council; and

WHEREAS, Section 2.06 (c) of the City's Charter provides the manner in which a vacancy on the council shall be filled, providing the vacancy shall be placed on the next annual election of the City; and

WHEREAS, in October 2023, the City Council adopted Resolution 2023-10 concerning the March 2024 election; and

WHEREAS, the City Council desires to adopt this Resolution to supersede Resolution 2023-10, to better address the manner in which the Council election will be resolved in the event of an unopposed election.

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

Section 1: Qualifying Period. The time period for qualified residents of the City of Belleair Beach to submit required documentation in order to qualify to stand for election to the office of City Council for the March 19, 2024, election is hereby established to be from the beginning of the business day at 8:00 a.m. on Friday, December 1, 2023, to 12:00 p.m. (noon) of the business day on Friday, December 8, 2023.

Section 2: Qualifying Process. All persons desiring to be candidates at such election shall qualify in accordance with the provisions of the Charter and Code of Ordinances for the City of Belleair Beach, and the election laws of the State of Florida pertaining to municipal elections.

Section 3: Election. Pursuant to the provisions of Sections 100.3605 (2) and 166.021 (4), Florida Statutes, Sections 2.02 and 5.05 of the City Charter and Section 18-5 of the Belleair Beach Code of Ordinances, the City Council of the City of Belleair Beach, Florida, does hereby call for an election to be conducted on March 19, 2024, for the purpose of elections, at-large, qualified candidates to fill the vacancies of three (3) Councilmember seats for a full elected term, and a fourth councilmember seat for the remaining tenure of a recently-vacated councilmember seat whose term is presently expected to expire in March 2025.

Section 4: Election Outcome. The outcome of the election to be held on March 19, 2024, shall be resolved as follows:

- (a) In the event of an election where five or more candidates qualify to be elected to the City Council, the Council vacancies shall be filled as follows:
 - i. the outcome of the election for the three City Councilmember seats, each of which is expected to serve a full election term as provided in the City's Charter, shall be determined in favor of each of the three candidates receiving the greatest number of votes; and
 - ii. the outcome of the election for the fourth City Councilmember seat for the position vacated in August 2023 shall be determined in favor of the candidate receiving the fourth greatest number of votes, immediately behind the three other candidates receiving the greatest number of votes for the full-term positions.
- (b) In the event of an election where precisely four candidates qualify to be elected to the City Council, the Council vacancies shall be filled as follows:
 - i. **Volunteer.**
 - i. Upon qualifying, the City Clerk or his or her authorized representative shall inquire whether any one candidate for office is voluntarily willing to serve the one-year term for the seat vacated in August 2023. The first candidate to volunteer to serve the one-year term shall serve that position.

- ii. The remaining three qualified candidates shall serve the full term for the three at-large positions whose terms are otherwise set to expire in March 2024.

ii. **Absent a Volunteer**

- i. Pursuant to § 2.02 (b) of the Belleair Beach City Charter, § 100.3605, Fla. Stat., and general election principles in the State of Florida, if only four candidates run for the four vacant seats, each of the four candidates shall be deemed to be running for office unopposed and have voted for himself or herself at the general election without the requirement for an election. This shall result in a four-way tie. Pursuant to § 5.05 (a) of the City Charter, the City Council shall draw lots to determine which of the four members shall serve the one-year term for the position vacated in August 2023.

(c) In the event of an election where three or fewer candidates qualify to be elected to the City Council, the Council vacancies shall be filled as follows:

- i. The three or fewer qualified candidates shall serve the full term for the three (or fewer, if appropriate) at-large positions set to expire and be placed on the ballot at the regular election to be held in March 2024. After those qualified candidates are sworn into office, the City Council shall fill the remaining vacancies subject to the provisions of § 2.06 of the Charter of the City of Belleair Beach.

Section 5: Polling Place. The polling place for such election shall be the Belleair Beach Community Center, 444 Causeway Boulevard, Belleair Beach, FL 33786, and the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 6: Canvassing Board. The Pinellas County Canvassing Board shall conduct the Logic and Accuracy Tests, open and prepare absentee and mail ballots for tabulation, and tabulate all ballots for the March 19, 2024, General Municipal Election at the Pinellas County Supervisor of Elections Service Center located at 13001 Starkey Road, Largo, Florida.

Section 7: Poll Workers. The Pinellas County Supervisor of Elections is hereby authorized to appoint poll workers.

Section 8: Candidate Verification. The Pinellas County Supervisor of Elections is hereby authorized to independently verify candidate petition cards and determine their compliance with the legal and administrative requirements of the City's and Florida's election laws.

Section 9: Manager Authorization. The City Manager shall be authorized to contract with the Pinellas County Supervisor of Elections to conduct said election and tabulate all ballots at the Pinellas County Supervisor of Elections Service Center.

Section 10: City Clerk Authorization. The City Clerk is authorized to make any technical changes in the application of this Resolution as may be required by the Supervisor of Elections or the election laws of the State of Florida regarding qualifying issues.

Section 11: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 6th of November 2023 at a Regular Meeting of the City Council of Belleair Beach, Florida.

ATTEST:

Patricia A. Gentry, City Clerk

Dave Gattis, Mayor

APPROVED AS TO FORM:

Randy Mora, Esq., City Attorney

RESOLUTION 2023-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, PROVIDING FOR AN INCREASE IN SOLID WASTE COLLECTION AND DISPOSAL RATES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council provides for solid waste collection and disposal services for its residents through a contract with Waste Management, Inc. of Florida, consistent with the provisions of Chapter 403 of Florida Statutes, which contract provides for periodic increases in cost to the City; and,

WHEREAS, Section 180.3, Florida Statutes, authorizes the city council of a municipality to establish just and equitable utility rates; and

WHEREAS, in October 2018, the City Council approved Resolution 2018-26 establishing solid waste bi-monthly rates; and

WHEREAS, in August 2019, the City Council approved Resolution 2019-06 establishing the current solid waste bi-monthly rates; and

WHEREAS, in October 2023, the City Council entered into a new agreement for the provision of Solid Waste Services; and

WHEREAS, the City Council now finds it necessary to consider a Resolution providing for an increase of the current solid waste collection and disposal fee assessment to City residents as part of their bi-monthly utility invoice, as a result of the increases of solid waste disposal services cost, based upon the Refuse Collection Contract Amendment approved by City Council in October 2023.

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

Section 1. That the City Council of Belleair Beach hereby approves an increase in solid waste collection and disposal charges to be as follows:

<u>Unit Type</u>	<u>New Bi-monthly Charge Per Unit</u>
Single Family Residences	\$48 <u>56</u> .00
Multi-Family Residences (can service)	\$45 <u>53</u> .00
Multi-Family Residences (dumpster service)	\$39 <u>47</u> .50

The revised solid waste collection and disposal rates set forth above shall take effect November 6, 2023.

Section 2. That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 6th day of November 2023, at a Regular Council Meeting of the City Council of Belleair Beach, Florida.

APPROVED: _____
David Gattis, Mayor

ATTEST:

Patricia A. Gentry, City Clerk

**FIRST ADDENDUM TO
EMPLOYMENT AGREEMENT FOR THE SERVICES OF KYLE RIEFLER
AS CITY MANAGER OF THE CITY OF BELLEAIR BEACH**

This addendum (the “Addendum”) to the Employment Agreement executed the 28th day of November 2022 (the “Agreement”), is entered into by and between the **CITY OF BELLEAIR BEACH**, a political subdivision of the State of Florida (“City”) and **KYLE RIEFLER** (“Riefler” or “Manager”).

WHEREAS, during Riefler’s tenure as a City employee prior to be appointed as City Manager, he accrued a significant amount of leave time; and

WHEREAS, the Agreement and City’s personnel policies restrict the amount of leave Riefler can accrue to 40 days at any given time, while also providing him with fifteen (15) workdays per calendar year, accrued on the effective date of employment; and

WHEREAS, upon accruing fifteen (15) additional days of leave in November 2023, Manager will have accrued more leave time than permitted in the current version of the Agreement and City’s personnel policies; and

WHEREAS, the City Council desires to encourage Riefler to make use of his paid vacation leave and manage its financial value, while managing the fiscal exposure and administrative burden upon the City; and

WHEREAS, the City Council, in consultation with the Manager, desires to modify the Agreement pursuant to Section IX, Subsection F of the Agreement, governing the Manager’s paid leave benefits.

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions and provisions and undertakings herein contained, and for other good and valuable consideration, the parties do mutually covenant and agree to modify the terms and conditions of Riefler’s Agreement in the manner set forth in this Addendum:

Section 1. Amended Language. The Parties hereby agree that the first paragraph of Section V: Benefits, Subsection B: Paid Leave, shall be modified to insert the language underlined in the excerpted text below:

Manager shall be provided paid vacation leave equal to fifteen (15) workdays per calendar year accrued on the effective date of employment. Maximum accrual of vacation leave shall be in accordance with City Personnel Manual, Section 10.4 (A), as amended from time to time, but in no event more than 40 days at any given time. Notwithstanding any provision in the City’s personnel policies to the contrary, the Manager may, at any time between November and December of each year, surrender and receive the full cash value of any leave time accrued in excess of the 40 days he is otherwise permitted to accumulate.

Section 2. Limited Scope of Amendment. Nothing in this Addendum shall be construed to modify, limit, waive, or invalidate any other clause, section, or provision of the Agreement other than the language specifically set forth in Section 1, above.

CITY OF BELLEAR BEACH

CITY MANAGER

Dave Gattis, City Mayor

Kyle Riefler

Date

Date

ATTEST:

Patricia Gentry, City Clerk

APPROVED AS TO LEGAL FORM:

Randol D. Mora, Esq., B.C.S.
City Attorney

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: November 2, 2023

SUBJECT: City Clerk Interview

Recommendation:

Request City Council to interview the City Manager's recommended candidate for the City Clerk position.

History:

The City posted notification of the Clerk's position on its website and message board on October 4, 2023. City staff also emailed the vacant position and job description to the Pinellas County Municipal Clerks Association (PCMCA) and the Florida Association of City Clerks (FACC) for advertisement on their websites.

Background:

Four applicants have applied to serve as the City Clerk. The City Manager evaluated the education and employment history of the applicants and selected one candidate to interview, Sharon Renee Rose. After interviewing Ms. Rose, the City Manager now recommends that City Council interview her as a candidate to serve as City Clerk upon Ms. Gentry's retirement.

Attachment:

1. All applications with cover letters and résumés if submitted.



APPLICATION FOR EMPLOYMENT

Mail to:
City of Belleair Beach
City Clerk's Office
444 Causeway Boulevard
Belleair Beach, Florida 33786

Hand Deliver/FedEx to:
City of Belleair Beach
City Clerk's Office
444 Causeway Boulevard
Belleair Beach, Florida 33786

Phone: (727) 595-4646
Fax: (727) 593-1409

E-mail: pentry@cityofbelleairbeach.com
Web Site: www.cityofbelleairbeach.com

Please complete each item in the following application in legible handwriting, printing, or type. Black ink is preferred. To be considered for employment the application must be completed in its entirety. Please list only one position per application.

PERSONAL DATA

Application Date 10/09/2023
Name— Last, First, M.I. Rose, Sharon Renee
Street Address 12757 SE. 92nd Terr
City, State, & Zip Code Summerfield, FL 34491
Home Phone 913.634.5903
Work Phone 913.856.0945
E-Mail Address s.reneerose8@gmail.com
Valid Driver's License YES NO CDL Please specify class

EMPLOYMENT INFORMATION

Position for which you are Applying: City Clerk
(List Only One Position Per Application)

Salary Expected: \$77,000 Hourly Annual
Are you seeking Full Time Part Time Seasonal
Are you able to work the hours required by the position? YES NO
Have you ever filed an application with the City before? YES NO
Have you ever been employed with the City before? YES NO
Do you have any relatives currently employed by the City? YES NO
Are you under the age of 18? YES NO
Are you legally authorized to work in the U.S.? YES NO

If a conditional offer of employment is made, you will be required to provide identification and proof of citizenship or authorization to work in the United States.

The City of Belleair Beach is a Drug-Free Workplace Employer and requires applicants and employees to submit to Drug Testing. The City is an Equal Employment Opportunity Employer and will consider all applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, or any other legally protected status. Individuals who require accommodations in order to complete the employment application process should contact the City Clerk at the phone number, e-mail or mailing address listed above.

How did you hear about this position? Newspaper Website Employee/Friend Other

KNOWLEDGE & SKILLS

Please list any knowledge, skills, and abilities you possess and believe relevant to the position you seek, such as operating equipment (specific types), computer skills (specific programs), typing wpm, dictation, etc.

I have over 18 years of municipal government experience. I operate Microsoft Office products daily. I use Central Square financial software daily. I also use Laserfiche frequently.

REFERENCES

Please list three persons, other than relatives who have knowledge of your work experience and/or education.

NAME & ADDRESS	OCCUPATION	PHONE NUMBER
Daneeka Marshall-Oquendo dmarshall-oquendo@gardnerkansas.gov	Communications Manager	913.461.2814
Amy Nasta amy.nasta@florencecolorado.org	City Manager	314.497.4743
Laura Gourley Gardner, KS	Retired	913.669.1774

EDUCATION & TRAINING

HIGH SCHOOL, COLLEGE, UNIVERSITY OR PROFESSIONAL SCHOOL

Select highest grade completed: 16 Received Diploma? YES NO

Highest Degree Attained: Bachelor of Arts

Year Received: 2000

Name of School	City / State	Degree, Major or Type of Course
Ottawa University	Ottawa, KS	Technical Writing and Editing

JOB RELATED TRAINING AND COURSE WORK (Please provide institution name, location and date(s) of attendance)

I graduated from our state's municipal clerk institute in 2022. I've met the requirements to earn my Certified Municipal Clerk certificate through the International Institute of Municipal Clerks and will be awarded this designation in December of 2023.

BACKGROUND

Have you ever been discharged, terminated, fired or forced to resign from a job? YES NO

If yes, explain, giving name and address of employer, approximate date, and reason in each case.

Have you ever been convicted of a criminal Drug or Alcohol Offense? YES NO

If yes, please give dates and explanation:

Have you ever been convicted of a felony? YES NO

If yes, please list each offense:

An affirmative answer will not automatically disqualify you from being considered as a candidate for employment.

EMPLOYMENT HISTORY

Please list all current and/or previous employment. Begin with your current or most recent position and list all previous positions in chronological order. If additional space is needed please submit supplemental sheets, resumes may be included.

May we contact your current employer? YES NO If No, explain:

Employer Name: City of Gardner Dates of Employment: July 2019 - Current

Address: 120 E. Main St, Gardner, KS 66030 Phone Number: 913-856-7535

Salary (Begin & Ending): \$28.91/hr to \$35.37/hr Supervisor's Name: Jim Pruetting

Full Time Part Time Reason for Leaving: Relocating to Florida to be near family

Position Held: City Clerk

Duties/Responsibilities: I will include my resume, as there isn't enough space here.

Employer Name: City of Gardner Dates of Employment: 09/2017 - 07/2019

Address: 120 E. Main St, Gardner, KS 66030 Phone Number: 913-856-7535

Salary (Begin & Ending): \$22.02/hr to \$23.25/hr Supervisor's Name: Matt Wolff

Full Time Part Time Reason for Leaving: I was promoted to City Clerk.

Position Held: Finance Administrative Assistant

Duties/Responsibilities: I will include my resume, as there isn't enough space here.

Employer Name: City of Gardner Dates of Employment: 02/2005 - 07/2019

Address: 120 E. Main St, Gardner, KS 66030 Phone Number: 913-856-7535

Salary (Begin & Ending): Ending was \$21.80/hr Supervisor's Name: Michael Kramer

Full Time Part Time Reason for Leaving: I was recommended for the finance dept

Position Held: Public Works Administrative Assistant

Duties/Responsibilities: I will include my resume, as there isn't enough space here.

Employer Name: Dates of Employment:

Address: Phone Number:

Salary (Begin & Ending): Supervisor's Name:

Full Time Part Time Reason for Leaving:

Position Held:

Duties/Responsibilities:

ADDITIONAL FACTS

Please include any additional information that you think would be helpful to us in considering you for employment.

STATEMENTS OF AFFIRMATION AND AUTHORIZATION

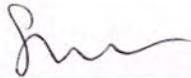
AFFIRMATION

I understand that any employment offer will be contingent upon the successful completion of a pre-placement medical examination and background investigation. As a part of the City's requirement for a work force free from drugs, the pre-placement medical examination will include a drug/alcohol test.

To the best of my knowledge all information on this application is true and correct. I understand any false statements, representations, or failure to disclose pertinent information is sufficient cause for dismissal from the City's employment if hired.

I understand that an offer of employment is not an employment contract and that either the City or I may terminate the employment relationship at any time.

Applicant's Signature:



Date: 10/09/2023

AUTHORIZATION

I authorize and consent to every person, firm, company, corporation, governmental agency, medical facility or practitioner, association, court, school, college, university or institution having control of any documents, records and other information pertaining to me, to furnish such information, upon request by The City of Belleair Beach. I do also authorize the National Personnel Records Center and/or Army/Navy/Marine/Air Force/Coast Guard or their reserve components, to release information in their files about me to the City or its authorized agents.

This Authorization will serve as a release of any and all information and for this purpose a photo copy shall be considered an original and valid.

I have read and fully understand the contents of this statement of "Authorization".

Applicant's Signature:



Date: 10/09/2023

VETERAN'S PREFERENCE – Veterans' preference will be given to eligible veterans and their spouses in accordance with Chapter 295 of the Florida Statutes. Are you claiming veterans' preference? Yes No
Documentation of proof must be attached to the application. Applicants qualifying for veterans' preference will have points awarded according to Florida Statutes.

City Clerk's Office

Date Application Entered:

- Log Book Postcard Receipt

Entered by (initials):

Forward to:

Department:

Date Returned:

Filed By:

Hiring Department

Date Application Interviewed:

Applicant's Status (please check appropriate box)

- S Applicant selected
- N Did not show for interview
- I Insufficient applicable experience
- Q Does not meet minimum qualifications
- M Better matched candidate was chosen
- R Job was offered but rejected
- B Not best qualified

Comments:

Interviewer's Initials:

FOR OFFICE USE ONLY – APPLICANT PLEASE DO NOT WRITE IN SECTIONS BELOW

October 9, 2023

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

RE: City Clerk Position

Dear Hiring Manager,

As an experienced city clerk, I am eager to contact you and express my interest in the position of City Clerk for the City of Belleair Beach. While reviewing the position requirements and the city's website, I was excited to find many of my qualifications and strengths align with many of Belleair Beach's needs and mission.

Because of my various roles with the City of Gardner over the past 18 years, I believe my skills and qualifications would be an excellent fit for this position. I am motivated to join an organization where I can contribute my unique skills and grow as a municipal leader.

I have a proven record of success in managing the administrative and operational functions of a city government. I have experience in all aspects of city government, from managing budgets to developing and implementing policy. Additionally, as part of my professional development, I've met the requirements to earn my Certified Municipal Clerk certificate through the International Institute of Municipal Clerks and will be awarded this designation in December of 2023.

I currently live in Kansas, but I am searching for the right opportunity to relocate to Florida to be closer to family. I am passionate about serving the community. I bring a comprehensive set of skills that I believe can be valuable to the City of Belleair Beach and its residents.

Thank you for your time and consideration. I look forward to hearing from you soon.

Sincerely,



S. Renee Rose

913-634-5903
s.reneerose8@gmail.com

S. Renee Rose

(913) 634-5903

S.ReneeRose8@gmail.com

Summary

Constituent-focused Municipal Clerk with more than 18 years of proven success in small to mid-sized communities. With my experience holding various municipal roles, I offer unique and wide-ranging skill-sets such as operational, budgetary, policy development and implementation, as well as administrative leadership.

Highlights

- Understanding of City Ordinances
- Professional Work Ethic
- Reliable and Trustworthy
- Leadership Abilities
- Effective Speaker
- Problem Resolution/Solving
- Critical Thinker
- Highly Organized
- Master of Multitasking
- Team Collaborator

Work Experience

City Clerk

City of Gardner, KS

Current

- Formulates and implements goals, policies, and priorities regarding the city clerk's office
- Attends all city council, and other required meetings, prepares and maintains meeting minutes
- Prepares and distributes city council agenda packets to ensure council and commission meetings are run in accordance with Kansas Open Meeting Act (KOMA)
- Serves as Freedom of Information Officer, ensuring accurate records retention and management in accordance with the Kansas Open Records Act (KORA)
- Attests and maintains custody of city codebook, policies, ordinances, resolutions, and other official municipal documents
- Serves as liaison between the City and County Election Office, administers oath of office to elected and appointed officials
- Manages application process, schedules interviews, and coordinates appointments to the city's boards, commissions, and committees
- Administers cereal malt beverage licenses, occupational licenses, and tax receipts
- Conducts studies, researches, and prepares reports for City Administrator
- Posts to city website all ordinances, resolutions, public notices, and meetings
- Processes multiple department invoicing and budget reconciliation

Finance Administrative Assistant

City of Gardner, KS

09/2017-07/2019

- Supported office operations, managed correspondence, tracked records and handled internal communications
- Responsible for all accounts payable for the city
- Processed, recorded, and delivered daily bank deposits for the city
- Assisted in the preparation of the annual budget book
- Appointed as deputy city clerk and acted as such in the event the city clerk was unavailable

- Processed and sorted mail for all city departments
- Maintained departmental budget spreadsheets

Public Works Administrative Assistant

City of Gardner, KS

02/2005-09/2017

- Provided administrative support to Public Works Superintendent and Public Works Director
- Provided support to customers via electronic communications, telephone, or in person
- Dispatched maintenance staff as needed
- Maintained statistical records
- Managed the fleet fueling program for the entire city
- Created and maintained work order system for 4 divisions; tracked work orders for billing
- Tracked and managed payments and monitored contracts
- Maintained departmental budget spreadsheets for all divisions

Education

Bachelor of Arts – Ottawa University, Ottawa, KS

Municipal Clerk Institute Graduate – City Clerks and Municipal Finance Officers Association

I've met the requirements to earn my Certified Municipal Clerk certificate through the International Institute of Municipal Clerks and will be awarded this designation in December of 2023.



APPLICATION FOR EMPLOYMENT

Mail to:

City of Belleair Beach
 City Clerk's Office
 444 Causeway Boulevard
 Belleair Beach, Florida 33786

Hand Deliver/FedEx to:

City of Belleair Beach
 City Clerk's Office
 444 Causeway Boulevard
 Belleair Beach, Florida 33786

Phone: (727) 595-4646**Fax:** (727) 593-1409**E-mail:** pgentry@cityofbelleairbeach.com**Web Site:** www.cityofbelleairbeach.com

Please complete each item in the following application in legible handwriting, printing, or type. Black ink is preferred. To be considered for employment the **application must be completed in its entirety**. Please list **only one position per application**.

PERSONAL DATA	Application Date	October 5, 2023
	Name. Last, First, M.I.	McGlothlin, Jessica L.
	Street Address	10248 107th Avenue N
	City, State, & Zip Code	Largo
	Home Phone	971-221-7163
	Work Phone	N/A
	E-Mail Address	jessicalmcglothlin@yahoo.com
	Valid Driver's License <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CDL <input type="checkbox"/> Please specify class	

EMPLOYMENT INFORMATION	Position for which you are Applying: City Clerk	
	(List Only One Position Per Application)	
	Salary Expected: Open to negotiations	Hourly <input type="checkbox"/> Annual <input checked="" type="checkbox"/>
	Are you seeking <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Seasonal	
	Are you able to work the hours required by the position?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Have you ever filed an application with the City before?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	Have you ever been employed with the City before?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	Do you have any relatives currently employed by the City?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are you under the age of 18?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Are you legally authorized to work in the U.S.?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
If a conditional offer of employment is made, you will be required to provide identification and proof of citizenship or authorization to work in the United States.		

The City of Belleair Beach is a Drug-Free Workplace Employer and requires applicants and employees to submit to Drug Testing. The City is an Equal Employment Opportunity Employer and will consider all applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, or any other legally protected status. Individuals who require accommodations in order to complete the employment application process should contact the City Clerk at the phone number, e-mail or mailing address listed above.

How did you hear about this position? Newspaper Website Employee/Friend Other

KNOWLEDGE & SKILLS

Please list any knowledge, skills, and abilities you possess and believe relevant to the position you seek, such as operating equipment (specific types), computer skills (specific programs), typing wpm, dictation, etc.

Proficient in operating office equipment including printers, scanners, fax, telephone, etc. Proficient in Microsoft 365, Qualifacts/Credible, ADP, 8x8, Zoom, etc.

REFERENCES

Please list three persons, other than relatives who have knowledge of your work experience and/or education.

NAME & ADDRESS	OCCUPATION	PHONE NUMBER
Todd Jacobson. toddj@ccmh1.com	Executive Director, CCMH	503-438-2201 (ext. 201)
Brainna Boice. bboice@ccmh1.com	Compliance Officer, CCMH	503-438-2242 (ext. 150)
Megan Bubar. meganbubar@hotmail.com	Probation and Parole Officer, Columbia County, Oregon	503-206-9774

EDUCATION & TRAINING

HIGH SCHOOL, COLLEGE, UNIVERSITY OR PROFESSIONAL SCHOOL

Select highest grade completed: 0 Received Diploma? YES NO

Highest Degree Attained: MS		Year Received: 2017
Name of School	City / State	Degree, Major or Type of Course
Columbia Southern University	Orange Beach, Alabama	BS, Psychology
Columbia Southern University	Orange Beach, Alabama	MS, Emergency Management

JOB RELATED TRAINING AND COURSE WORK (Please provide institution name, location and date(s) of attendance)

BACKGROUND

Have you ever been discharged, terminated, fired or forced to resign from a job? YES NO

If yes, explain, giving name and address of employer, approximate date, and reason in each case.

Have you ever been convicted of a criminal Drug or Alcohol Offense? YES NO

If yes, please give dates and explanation:

Have you ever been convicted of a felony? YES NO

If yes, please list each offense:

An affirmative answer will not automatically disqualify you from being considered as a candidate for employment.

EMPLOYMENT HISTORY

Please list all current and/or previous employment. Begin with your current or most recent position and list all previous positions in chronological order. If additional space is needed please submit supplemental sheets, resumes may be included.

May we contact your current employer? YES NO If No, explain:

Employer Name: Columbia Community Mental Health	Dates of Employment: 01/2021—07/2023
Address: 58646 McNulty Way, St. Helens, Oregon 97051	Phone Number: 503-397-5211
Salary (Begin & Ending): \$49,700/\$59,900	Supervisor's Name: Brianna Boice
<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time Position Held: Sr Compliance Specialist	Reason for Leaving: Relocation to Florida
Duties/Responsibilities: Please see attached resume.	

Employer Name: State of Oregon, DHS-Child Welfare	Dates of Employment: 05/2017—01/2018
Address: 500 N Columbia River Hwy, St. Helens, Oregon 97051	Phone Number: 503-397-1784
Salary (Begin & Ending): \$48,000	Supervisor's Name: Jeremiah Schlott
<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time Position Held: Child Welfare Specialist	Reason for Leaving: Organizational Fit
Duties/Responsibilities: Please see attached resume.	

Employer Name: Eagle 1 Law Enforcement Supply	Dates of Employment: 08/2008—11/2008
Address: 4410 Craftsman Dr. Raleigh, North Carolina 27609	Phone Number: 919-954-1032
Salary (Begin & Ending): \$38,000	Supervisor's Name: Pete Edmonds
<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time Position Held: Sr. Account Manager	Reason for Leaving: Laid Off due to economy.
Duties/Responsibilities: Please see attached resume.	

Employer Name:	Dates of Employment:
Address:	Phone Number:
Salary (Begin & Ending):	Supervisor's Name:
<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time Position Held:	Reason for Leaving:
Duties/Responsibilities:	

ADDITIONAL FACTS

Please include any additional information that you think would be helpful to us in considering you for employment.

Please see attached, Letter of Recommendation.

STATEMENTS OF AFFIRMATION AND AUTHORIZATION

AFFIRMATION

I understand that any employment offer will be contingent upon the successful completion of a pre-placement medical examination and background investigation. As a part of the City's requirement for a work force free from drugs, the pre-placement medical examination will include a drug/alcohol test.

To the best of my knowledge all information on this application is true and correct. I understand any false statements, representations, or failure to disclose pertinent information is sufficient cause for dismissal from the City's employment if hired.

I understand that an offer of employment is not an employment contract and that either the City or I may terminate the employment relationship at any time.

AUTHORIZATION

I authorize and consent to every person, firm, company, corporation, governmental agency, medical facility or practitioner, association, court, school, college, university or institution having control of any documents, records and other information pertaining to me, to furnish such information, upon request by The City of Belleair Beach. I do also authorize the National Personnel Records Center and/or Army/Navy/Marine/Air Force/Coast Guard or their reserve components, to release information in their files about me to the City or its authorized agents.

This Authorization will serve as a release of any and all information and for this purpose a photo copy shall be considered an original and valid.

I have read and fully understand the contents of this statement of "Authorization".

Applicant's Signature:

[Handwritten Signature]

Date: 10/05/2023

Applicant's Signature:

[Handwritten Signature]

Date: 10/05/2023

VETERAN'S PREFERENCE - Veterans' preference will be given to eligible veterans and their spouses in accordance with Chapter 295 of the Florida Statutes. Are you claiming veterans' preference? __Yes __X No
Documentation of proof must be attached to the application. Applicants qualifying for veterans' preference will have points awarded according to Florida Statutes.

City Clerk's Office

Date Application Entered:

- Log Book Postcard Receipt

Entered by (initials):

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Department:

Date Returned:

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Hiring Department

Date Application Interviewed:

Applicant's Status (please check appropriate box)

- S Applicant selected
N Did not show for interview
I Insufficient applicable experience
Q Does not meet minimum qualifications
M Better matched candidate was chosen
R Job was offered but rejected
B Not best qualified

Comments:

Interviewer's Initials:

JESSICA L. MCGLOTHLIN, MS

(971) 221-7163

jessicamcglathlin@yahoo.com

Largo, FL

SENIOR COMPLIANCE SPECIALIST

Notable Skills & Qualifications

- Successfully plans and executes complex internal review processes while assisting the agency through plans of correction towards maintaining compliance with local, State, and Federal requirements in addition to contractual agreements.
- Balances multiple projects and rapidly evolving priorities while supporting staff, managing emotionally charged issues while maintaining confidentiality on internal matters.
- Models collaboration, accountability, and integrity as a service-oriented leader and a staunch advocate of ethical leadership.
- Demonstrates an approachable and informative presence while interacting with all internal and external stakeholders.
- Actively drives diversity, equity and inclusion with a focus on building consensus among groups with differing goals and interests.

Areas of Expertise

- Program Management & Implementation • Strategic Planning •
- Risk Management • Emergency Management • Logistics • Problem Solving •
- Community Relations • Team Building • Cross-Functional Leadership • Training & Mentoring •

PROFESSIONAL WORK HISTORY

Senior Compliance Specialist | Columbia Community Mental Health – Saint Helens, OR

2021 – 2023

Appointed as Senior Compliance Specialist for Columbia Community Mental Health to support the Agency's internal auditing and compliance programs under the direction of the Compliance Officer.

- Responsible for the development and implementation of internal monitoring processes.
- Gathering and monitoring of data to identify patterns, issues and inefficiencies in the agency.
- Report to the Quality Improvement Committee on matters of internal audits to facilitate systems of quality improvement.
- Coordinates with management to identify problem areas/obstacles to clinical quality and assist in development of internal plans of correction.
- Audits documentation ensuring program compliance with governmental contracts, State, Federal, and local regulatory requirements.
- Supports the development and implementation of plans of corrective action related to internal audit findings and coordinates with management and appropriate staff to ensure adherence to plans of correction.
- Reports on problem areas and agency weaknesses to internal quality improvement committee as well as participates on committee to identify systems of quality improvement.
- Participates in internal agency committees as it relates to health record system development, quality assurance, and program audit development.
- Operates as secondary internal investigator in partnership with Human Resources to investigate internal complaints as it relates to employee ethics, policy violation(s), and healthcare compliance. Develops findings and reports outcomes to Human Resources.
- Audits agency policy to verify it is in compliance with current contract, State, Federal, and local regulatory requirements.
- Assists in partnership with Compliance Officer to support external auditing scheduling, participation, etc.
- Files external reports as per agency policy to external governing boards when findings substantiate misconduct in coordination with Human Resources.
- Coordinates specialized projects based on agency priorities as directed by the Compliance Officer.

Child Welfare Specialist | Department of Human Services, Child Welfare– Saint Helens, OR

2017 – 2018

Appointed as Child Welfare Specialist 1—Permanency to make a meaningful difference in the lives of Oregon's most vulnerable children and families through dedication to achieve the Child Welfare Vision for Transformation while actively supporting children and young adults to be safer, healthier, experience less trauma and achieve a greater well-being.

- Monitoring the safety and wellbeing of youth through ongoing contact with them and their parents (biological and resource parents).
- Assessing the developmental progress and treatment needs of youth.
- Explaining planned changes to youth and preparing them for transitions, including returns home, guardianships, and adoptions.
- Facilitation and observing family time with youth, parents, and other family members.
- Referring parents and children to service providers.
- Making transportation arrangements for family time (transporting youth).

- Working with families to develop safety and treatment plans.
- Providing medical and educational advocacy for youth.
- Providing information to parents about court hearings, medical visits, mental health visits, etc.
- Maintaining complete and accurate case files, records, and documents.
- Attending court hearings, preparing court reports, and making case presentations.

Senior Account Manager | Eagle 1 Law Enforcement Supply – Raleigh, NC

2008 – 2008

Established and maintained relationships with City, County and State law enforcement agencies, providing direct sales, and coordination of firearms training at agency indoor firing range.

- Direct Sales
- Order Tracking/Delivery
- Scheduling of Firearms Training and Events related to firearms instruction training and certification.

ADDITIONAL PROFESSIONAL EXPERIENCE

Interior Design/Sr. Account Manager | Whitley Galleries – Zebulon, NC

2007--2008

Quality Assurance/Quality Control Support Technician | GlaxoSmithKline (GSK) – Zebulon, NC

2006 – 2006

EDUCATION & PROFESSIONAL DEVELOPMENT

Master of Science, Emergency Services Management | Columbia Southern University

2017

Bachelor of Science in Psychology, *summa cum laude* | Columbia Southern University

2014

Thurston Senior High School | Springfield, Oregon

1998

Credentials & Training

Incident Command System 200 (ICS 200) | Federal Emergency Management Agency (FEMA)

2011

Incident Command System 100 (ICS 100) | Federal Emergency Management Agency (FEMA)

2011

VOLUNTEER EXPERIENCE

Columbia City Police Department | Columbia City, Oregon

2009 – Present

Zebulon Police Department | Zebulon, North Carolina

2004 – 2008

St. Vincent de Paul | Eugene, Oregon

1996 – 2004

TECHNICAL SKILLS

- Microsoft 365 • Qualifacts/Credible • Relias
 - 8x8

August 1, 2023

TO WHOM IT MAY CONCERN:

For over two years Jessica McGlothlin was the Columbia Community Mental Health (CCMH) Senior Compliance Specialist. As the proxy for the Compliance Officer, she was required to possess a broad scope of knowledge and expertise, in addition to her primary duties of: Auditing, monitoring, complaints, rule evaluation, and risk mitigation.

Columbia Community Mental Health is the primary behavioral health provider in Columbia County (population 55k). Jessica's role was to ensure that all CCMH departments operated consistent with the standards contracted down to CCMH by the Oregon Health Authority and the Accountable Care Organization. These were done via audits and monitoring evaluations.

Jessica was the point for all internal and external complaints. Once a complaint was received her obligation was to remedy the complaint within the timeframes stipulated by contract. She was thorough, thoughtful, and complete in the complaints that she took responsibility for. Not all complaints were within her expertise, but it was her duty to assign out if Finance, billing, or clinical services needed to be the lead investigator in resolving the complaint. Then to follow them through to completion.

Finally, Jessica was charged with a broad overview of regulations governing CCMH operations which when applied correctly mitigate CCMH's risks. As the Sr. Compliance Specialist, she needed to be available to all Department Directors for consultation on the rules and operational application of those rules.

These are only the highlights of what I believe were her strengths. She has many other attributes that make her a pleasure to work with, such as her humor, compassion, sense of fairness, and objectivity. You will find her ethics and intelligence are consistent with all the top performers.

Jessica would be rehired at CCMH.

Stay well,

Todd Jacobson

Todd Jacobson, LCSW, CHC

Executive Director CCMH



APPLICATION FOR EMPLOYMENT

Mail to:
 City of Belleair Beach
 City Clerk's Office
 444 Causeway Boulevard
 Belleair Beach, Florida 33786

Hand Deliver/FedEx to:
 City of Belleair Beach
 City Clerk's Office
 444 Causeway Boulevard
 Belleair Beach, Florida 33786

Phone: (727) 595-4646
Fax: (727) 593-1409

E-mail: pentry@cityofbelleairbeach.com
Web Site: www.cityofbelleairbeach.com

Please complete each item in the following application in legible handwriting, printing, or type. Black ink is preferred. To be considered for employment the **application must be completed in its entirety**. Please list **only one position per application**.

PERSONAL DATA	Application Date	10/16/23
	Name- Last, First, M.I.	COOK KRISTIN L
	Street Address	480 Helen St.
	City, State, & Zip Code	DUNEDIN FL 34698
	Home Phone	305. 942. 3799
	Work Phone	727. 498. 8948
	E-Mail Address	KRISTINCOOK55@gmail.com
Valid Driver's License <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CDL <input checked="" type="checkbox"/> Please specify class E		

EMPLOYMENT INFORMATION	Position for which you are Applying: City Clerk (List Only One Position Per Application)	
	Salary Expected: \$74,000	Hourly <input type="checkbox"/> Annual <input checked="" type="checkbox"/>
	Are you seeking <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Seasonal	
	Are you able to work the hours required by the position? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
	Have you ever filed an application with the City before? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	Have you ever been employed with the City before? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	Do you have any relatives currently employed by the City? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Are you under the age of 18? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Are you legally authorized to work in the U.S.? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
If a conditional offer of employment is made, you will be required to provide identification and proof of citizenship or authorization to work in the United States.		

The City of Belleair Beach is a Drug-Free Workplace Employer and requires applicants and employees to submit to Drug Testing. The City is an Equal Employment Opportunity Employer and will consider all applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, or any other legally protected status. Individuals who require accommodations in order to complete the employment application process should contact the City Clerk at the phone number, e-mail or mailing address listed above.

How did you hear about this position? Newspaper Website Employee/Friend Other *FACC website*

Please list all current and/or previous employment. Begin with your current or most recent position and list all previous positions in chronological order. If additional space is needed please submit supplemental sheets, resumes may be included.

May we contact your current employer? YES NO If No, explain: *we have a very limited staff in Kenneth City. It is myself and the town manager.*

Employer Name: TOWN OF KENNETH CITY Dates of Employment: July 2023 to present
 Address: 6000 54th AVE. N. KENNETH CITY, FL Phone Number: (727) 498-8948
 Salary (Begin & Ending): \$ 21.60 hourly Supervisor's Name: Lacy Lafore
 Full Time Part Time
 Position Held: DEPUTY CLERK Reason for Leaving: Salary

Duties/Responsibilities: FUNCTIONS AS TOWN CLERK, AS WE DO NOT HAVE A TOWN CLERK ATTENDS COUNCIL MEETINGS AS CLERK. ADMIN AT FRONT DESK OF CITY HALL. ATTENDS SPECIAL MAGISTRATE HEARINGS AS CLERK. VARIOUS ADMIN. DUTIES.

Employer Name: City of Treasure Island Dates of Employment: 10/22 - 05/23
 Address: 120 108th Ave. T.I. FL Phone Number: (727) 547-4575
 Salary (Begin & Ending): \$ 17.50 hourly Supervisor's Name: MIKE MUNEER
 Full Time Part Time
 Position Held: Financial Specialist Reason for Leaving: Salary / personnel issues

Duties/Responsibilities: ENTRY OF ALL AP/AR, BIWEEKLY CHECK-RUN, DAILY BANK DEPOSITS, DAILY FINANCIAL REPORTS. RECORDS. FRONT DESK ADMIN. BACK-UP FOR HR/PAYROLL.

Employer Name: City of Holmes Beach Dates of Employment: 05/21 - 10/21
 Address: 5801 Marina Dr. Holmes Beach FL Phone Number: (941) 708-5800
 Salary (Begin & Ending): \$ 50,000 yearly Supervisor's Name: STACEY JOHNSTON
 Full Time Part Time
 Position Held: DEPUTY CITY CLERK Reason for Leaving: COMMUTE / UNABLE TO RELOCATE

Duties/Responsibilities: EXECUTIVE ASSISTANT TO CITY CLERK / MAYOR / COUNCIL.

Employer Name: City of Dunedin Dates of Employment: 07/19 - 05/21
 Address: 737 Loudon Ave. Dunedin FL Phone Number: (727) 298-3000
 Salary (Begin & Ending): Supervisor's Name: REBECCA SCHLICHTER
 Full Time Part Time
 Position Held: Senior Admin. Assistant Reason for Leaving: RESIGNED TO BE DEPUTY CLERK IN HOLMES BEACH.

Duties/Responsibilities: Senior Admin to city clerk. Agenda mgmt in Granicus. Responsible for Clerks portion of website, government calendar, Agendas for 30 Boards and Committees, Accounting AP, Clerks Budget.

EMPLOYMENT HISTORY

ADDITIONAL FACTS

Please include any additional information that you think would be helpful to us in considering you for employment.

I feel I have extensive experience working for municipalities primarily in clerks offices. I am working towards my CMC designation through FACC and IFMC. I performed all public records request searches for the Monroe County Clerk of Court for five years in Keywest before moving to Dunedin. I also worked in the Finance department there. I had to move due to damages from Hurricane Irma.

STATEMENTS OF AFFIRMATION AND AUTHORIZATION

AFFIRMATION

I understand that any employment offer will be contingent upon the successful completion of a pre-placement medical examination and background investigation. As a part of the City's requirement for a work force free from drugs, the pre-placement medical examination will include a drug/alcohol test.

To the best of my knowledge all information on this application is true and correct. I understand any false statements, representations, or failure to disclose pertinent information is sufficient cause for dismissal from the City's employment if hired.

I understand that an offer of employment is not an employment contract and that either the City or I may terminate the employment relationship at any time.

AUTHORIZATION

I authorize and consent to every person, firm, company, corporation, governmental agency, medical facility or practitioner, association, court, school, college, university or institution having control of any documents, records and other information pertaining to me, to furnish such information, upon request by The City of Belleair Beach. I do also authorize the National Personnel Records Center and/or Army/Navy/Marine/Air Force/Coast Guard or their reserve components, to release information in their files about me to the City or its authorized agents.

This Authorization will serve as a release of any and all information and for this purpose a photo copy shall be considered an original and valid.

I have read and fully understand the contents of this statement of "Authorization".

Applicant's Signature:

Kristin Cook

Date: 10-16-23

Applicant's Signature:

Kristin Cook

Date:

10-16-23

VETERAN'S PREFERENCE – Veterans' preference will be given to eligible veterans and their spouses in accordance with Chapter 295 of the Florida Statutes. Are you claiming veterans' preference? Yes No
Documentation of proof must be attached to the application. Applicants qualifying for veterans' preference will have points awarded according to Florida Statutes.

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Department:

Date Returned:

Filed By:

Hiring Department

Date Application Interviewed:

Applicant's Status (please check appropriate box)

- S Applicant selected
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- I Insufficient applicable experience
- Q Does not meet minimum qualifications
- M Better matched candidate was chosen
- R Job was offered but rejected
- B Not best qualified

Comments:

Interviewer's Initials:

Kristin L. Cook 480 Helen St. Dunedin, FL 34698 (305) 942-3799 kristincook55@gmail.com

Profile

Ten years of Municipal and Federal Government experience. Core competencies include: Senior Executive Administrative Management, Finance and Budgeting, Project Tracking, Agenda Management, Website Design and Management, Public Records Management, Proofreading and Editing, Customer Service, Florida Notary.

Education

The Ohio State University 1989 - 1994

Florida Association of City Clerks, International Institute of Municipal Clerks. Current member, working towards my CMC. I have attended one Clerk's Conference and have earned 15 points.

Employment

Town of Kenneth City, Deputy Clerk Current position

I am the Deputy Clerk and Administrative Assistant to the Town Manager, however I am also functioning as Town Clerk as we are currently without a Town Clerk. Highly administrative position.

City of Treasure Island, Financial Specialist 10/22 – 05/23

Processes all invoice payments, P-cards, and WEX fuel for the City of Treasure Island. Maintains files, accepts payments in person, by mail, and through our online portal. Receipt, recording and reconciliations of daily reports, accounts payable/receivable, scanning, mail, lien searches, prepares daily bank deposit, and weekly cash deposit. Enter all invoices and PO's into Tyler system, creates Journal Entries from General Ledger report. Process bi-weekly AP check run/EFT's, mails checks. Front desk (customer service) duties. Answers and directs calls. Records retention and management.

City of Holmes Beach, Deputy City Clerk 05/21 – 10/21

Direct support to the City Clerk. Functioning as City Clerk in her absence. Administrative office support. Prepares City Commission agendas and agenda packets. Attended Commission meetings and acted as Clerk in her absence. Responsible for Planning Commission agendas and meetings, as well as Special Magistrate hearings. Responsible for transcribing meeting minutes. Greet and direct visitors to City Hall. Maintain government calendar, ordered supplies. Responsible for General Government invoices, contracts, opening and distributing mail, processed payments by phone, and in person, for Police and Code Enforcement fines.

City of Dunedin, Senior Administrative Assistant 7/2019 - 05/21

Administrative assistant to the City Clerk. Performs administrative and support functions to the City Clerk. Schedules appointments maintains Clerk's calendar as well as City Hall calendar. Responsible for maintaining Clerk's portion of City website. Maintains rosters and agendas and ZOOM meetings for 30 Boards and Committees. Proofreading and editing of City Commission minutes. Attends commission meetings. Maintains Clerks budget, processes invoices and P-cards in MUNIS, supply ordering. Respond to inquiries for public record requests. Provides coverage at City Hall when needed. Utilized Granicus for Agenda and Website management, as well as management of 30 Boards and Committees.

Pinellas County Tax Collector, Customer Service Specialist 11/2018 - 07/2019

Greets and assists customers at the front desk. Responds to inquiries from the public. Greeted approximately 850 customers per day. Largest Branch in Pinellas County.

Monroe County Clerk of Court, Deputy Clerk

12-2013 – 05/2018

Various clerical duties within the Clerk of Courts office. Administrative Assistant to Finance Director. Reconciliation of bank recs, prepared daily deposits, reconciled daily batches for Key West/Marathon/Plantation Key. Assisted auditors with yearly audit. Assisted with CAFR report. Prepared and entered Journal Reports. Other duties assigned by Finance Director. Receptionist duties: answering phones and directing calls, copying, scanning, faxing, sorting and distributing mail, data entry, composing correspondence, maintaining files and logs. Payroll duties as assigned. Prepared bank deposits. Daily Bank Records and special projects as assigned by Finance Director and Clerk of Court. Felony/Misdemeanor court clerk. Prepared files for court, acted as second chair clerk during proceedings. Maintained dockets, scanned court documents, answered phone calls and emails regarding court. Assigned cases. Prepared cases State Attorney's. Responded to requests for information from public, as well as State/Local/Federal Agencies. Prepared appeals for higher courts. Researched and prepared all records requests.

Department of Defense, Secretary

8/2011 - 2/2012

Served as initial point of contact for Commissary. Supported recruiting process by scheduling interviews, initiating background checks. Prepared employee schedules and completed weekly payroll duties. Bookkeeping and records management. Prepared orientation packages for new hires. Assisted with completion of materials. Assisted employees with training. Maintained schedules and employee files. Responded to requests for information from public as well as other Government agencies.



APPLICATION FOR EMPLOYMENT

Mail to:

City of Belleair Beach
 City Clerk's Office
 444 Causeway Boulevard
 Belleair Beach, Florida 33786

Hand Deliver/FedEx to:

City of Belleair Beach
 City Clerk's Office
 444 Causeway Boulevard
 Belleair Beach, Florida 33786

Phone: (727) 595-4646
Fax: (727) 593-1409

E-mail: pgentry@cityofbelleairbeach.com
Web Site: www.cityofbelleairbeach.com

Please complete each item in the following application in legible handwriting, printing, or type. Black ink is preferred. To be considered for employment the **application must be completed in its entirety**. Please list **only one position per application**.

PERSONAL DATA	Application Date	10/30/2023
	Name— Last, First, M.I.	PACOLD, ASTRA, P.
	Street Address	404 22nd Street
	City, State, & Zip Code	Belleair Beach, FL 33786
	Home Phone	815-980-7779
	Work Phone	815-980-7779
	E-Mail Address	QVPIDOW@AOL.COM
Valid Driver's License <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CDL <input type="checkbox"/> Please specify class		

EMPLOYMENT INFORMATION	Position for which you are Applying: CITY CLERK	
	(List Only One Position Per Application)	
	Salary Expected: \$20,000.00	Hourly <input type="checkbox"/> Annual <input checked="" type="checkbox"/>
	Are you seeking <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Seasonal	
	Are you able to work the hours required by the position? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
	Have you ever filed an application with the City before? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	Have you ever been employed with the City before? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	Do you have any relatives currently employed by the City? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Are you under the age of 18? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Are you legally authorized to work in the U.S.? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
If a conditional offer of employment is made, you will be required to provide identification and proof of citizenship or authorization to work in the United States.		

The City of Belleair Beach is a Drug-Free Workplace Employer and requires applicants and employees to submit to Drug Testing. The City is an Equal Employment Opportunity Employer and will consider all applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, or any other legally protected status. Individuals who require accommodations in order to complete the employment application process should contact the City Clerk at the phone number, e-mail or mailing address listed above.

How did you hear about this position? Newspaper Website Employee/Friend Other

KNOWLEDGE & SKILLS

Please list any knowledge, skills, and abilities you possess and believe relevant to the position you seek, such as operating equipment (specific types), computer skills (specific programs), typing wpm, dictation, etc.

I have knowledge and abilities relevant to the position. I have computer skills on Dell computers and can handle word and other programs for writing, pdf sending and applications. I have skills due to my education as a dentist and insurance agent on the computer for many years. I have many years experience in running my insurance business with online applications and in running medical and dental practices. Completed Individual & Shop Agent/Broker marketplace online Certified 2024

REFERENCES

Please list three persons, other than relatives who have knowledge of your work experience and/or education.

NAME & ADDRESS OCCUPATION PHONE NUMBER

EDUCATION & TRAINING

HIGH SCHOOL, COLLEGE, UNIVERSITY OR PROFESSIONAL SCHOOL

Select highest grade completed: 0 Received Diploma? YES NO

Highest Degree Attained: DDS (Doctor of Dental Surgery) Year Received: 1987

Name of School	City / State	Degree, Major or Type of Course
Northwestern Dental School	Chicago, Illinois	Doctor of Dental Surgery 1987
Mount St Mary's University	Los Angeles, CA	Bachelor of Arts Degree 1976
Illinois Benedictine College	Liste, Illinois	August 1975 - 1976

JOB RELATED TRAINING AND COURSE WORK (Please provide institution name, location and date(s) of attendance)

Harvard Medical School Diplomas thru Primed 2003 - 2018
Diplomas CE (continuing education) 2003 - 2018 Last Attended Primed in Anaheim, CA for primary medicine and dentistry 14-18 hrs credit/yr
Primed thru 2023 also completed CE
Insurance CE last 20 years - recently completed certificate Individual/Agent Broker marketplace 2024 completed 2023 & Shop 2024 completed 2023

BACKGROUND

Have you ever been discharged, terminated, fired or forced to resign from a job? YES NO

If yes, explain, giving name and address of employer, approximate date, and reason in each case.

Have you ever been convicted of a criminal Drug or Alcohol Offense? YES NO

If yes, please give dates and explanation:

Have you ever been convicted of a felony? YES NO

If yes, please list each offense:

An affirmative answer will not automatically disqualify you from being considered as a candidate for employment.

Please list all current and/or previous employment. Begin with your current or most recent position and list all previous positions in chronological order. If additional space is needed please submit supplemental sheets, resumes may be included.

May we contact your current employer? YES NO If No, explain:

Employer Name: Dr. Vivien Pacold, M.D. Dates of Employment: 2009 - 2023

Address: 68100 (E) RAMON ROAD SUITE C5
Carmeral City, CA 92234 Phone Number: 760-861-8648

Salary (Begin & Ending): _____ Supervisor's Name: Dr Vivien Pacold, M.D.

Full Time Part Time Reason for Leaving: Still working
Position Held: Dental Consultant

Duties/Responsibilities: Dentist Consultant, virtual and on call basis to Dr. Vivien Pacold, M.D. for patients

Employer Name: Self employed: Insurance Agent/Broker Dates of Employment: 2000 - 2023
Licensed FL, IL, CA, CO, MT

Address: 404 22nd St, Belleair Beach, FL Phone Number: 815-980-7779

Salary (Begin & Ending): _____ Supervisor's Name: _____

Full Time Part Time Reason for Leaving: Still working
Position Held: _____

Duties/Responsibilities: Insurance Agent on government Healthcare site for health insurance and individual sites: Health, Life, Long term care, annuities, Burial trusts with major companies licensed.

Employer Name: _____ Dates of Employment: _____

Address: _____ Phone Number: _____

Salary (Begin & Ending): _____ Supervisor's Name: _____

Full Time Part Time Reason for Leaving: _____
Position Held: _____

Duties/Responsibilities: _____

Employer Name: _____ Dates of Employment: _____

Address: _____ Phone Number: _____

Salary (Begin & Ending): _____ Supervisor's Name: _____

Full Time Part Time Reason for Leaving: _____
Position Held: _____

Duties/Responsibilities: _____

EMPLOYMENT HISTORY

ADDITIONAL FACTS

Please include any additional information that you think would be helpful to us in considering you for employment.

I think I would make a great clerk as I am efficient and educated to handle the responsibilities. I am also knowledgeable and get along with people well. I know Belleair Beach and have been here since I was a child and owned and rented homes and cottages on the golf in Indian Rocks Beach. I moved here from Illinois and have worked online for 10 years as an insurance agent as well as a debt consultant.

STATEMENTS OF AFFIRMATION AND AUTHORIZATION

AFFIRMATION

I understand that any employment offer will be contingent upon the successful completion of a pre-placement medical examination and background investigation. As a part of the City's requirement for a work force free from drugs, the pre-placement medical examination will include a drug/alcohol test.

To the best of my knowledge all information on this application is true and correct. I understand any false statements, representations, or failure to disclose pertinent information is sufficient cause for dismissal from the City's employment if hired.

I understand that an offer of employment is not an employment contract and that either the City or I may terminate the employment relationship at any time.

AUTHORIZATION

I authorize and consent to every person, firm, company, corporation, governmental agency, medical facility or practitioner, association, court, school, college, university or institution having control of any documents, records and other information pertaining to me, to furnish such information, upon request by The City of Belleair Beach. I do also authorize the National Personnel Records Center and/or Army/Navy/Marine/Air Force/Coast Guard or their reserve components, to release information in their files about me to the City or its authorized agents.

This Authorization will serve as a release of any and all information and for this purpose a photo copy shall be considered an original and valid.

I have read and fully understand the contents of this statement of "Authorization".

Applicant's Signature:



Date: 10/29/23

Applicant's Signature:



Date: 10/29/23

VETERAN'S PREFERENCE – Veterans' preference will be given to eligible veterans and their spouses in accordance with Chapter 295 of the Florida Statutes. Are you claiming veterans' preference? Yes No
Documentation of proof must be attached to the application. Applicants qualifying for veterans' preference will have points awarded according to Florida Statutes.

City Clerk's Office

Date Application Entered:

- Log Book Postcard Receipt

Entered by (initials):

Forward to:

Department:

Date Returned:

Filed By:

Hiring Department

Date Application Interviewed:

Applicant's Status (please check appropriate box)

- S Applicant selected
- N Did not show for interview
- I Insufficient applicable experience
- Q Does not meet minimum qualifications
- M Better matched candidate was chosen
- R Job was offered but rejected
- B Not best qualified

Comments:

Interviewer's Initials:

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: November 2, 2023

SUBJECT: Authorization to advertise Bid B23-01

Recommendation:

Authorize the City Manager to advertise B23-01: Invitation to Bid for Street and Drainage Improvements from 9th Street to Morgan Drive.

History:

On April 3, 2023, the City Council approved a Capital Improvement Revenue Note providing additional funding needed to complete the remaining seven BMPs from the Stormwater Master Drainage Plan 2016 Update. Gemini Engineering and Sciences, Inc. was selected to provide design and engineering services.

Background:

Bid B23-01 is scheduled to be released on November 8, 2023. The 9th Street to Morgan Drive Stormwater and Roadway Improvement Project includes the mill and resurfacing of approximate 26,181 square yards of residential roadway, curb replacement, stormwater collection improvements including installation of 3 inlets, replacing 9 inlet tops, installation of 656 lineal feet of cured-in-place-pipe lining in existing stormwater culverts, clear debris and remove barnacles from stormwater culverts. Furnish all labor, materials, equipment, hardware, and incidentals to complete the project, per the Gemini Engineering and Sciences Construction Plans and Specifications, Job number B23-01. Funding is provided for in the FY 2024 Capital and Stormwater Budget.

Attachments:

1. B23-01: Invitation to Bid for Street and Drainage Improvements from 9th Street to Morgan Drive.
2. B23-01 Technical Specifications
3. B23-01 Construction Plans



**CITY CLERK OFFICE
444 Causeway Boulevard
Belleair Beach, FL 33786**

**B23-01:
INVITATION TO BID (ITB) B23-01
for
STREET AND DRAINAGE IMPROVEMENTS
FROM
9TH STREET TO MORGAN DRIVE**

RELEASED: November 8, 2023

DESIGNATED PURCHASING OFFICE CONTACT

Mr. Kyle Riefler, City Manager
Telephone (727) 595-4646 • Email: Kyle.Riefler@cityofbelleairbeach.com

NON-MANDATORY PRE-BID MEETING

November 22, 2023, at 2:00 p.m.

QUESTIONS/CLARIFICATION REQUEST DEADLINE

November 29, 2023, at 5:00 p.m.

BIDS DUE

December 13, 2023, before 2:00 p.m.

**Request for Bid B23-01
STREET AND DRAINAGE IMPROVEMENTS
FROM
9TH STREET TO MORGAN DRIVE**

NOTICE OF COMPETITIVE OPPORTUNITY

The City of Belleair Beach, Florida (City) invites the submission of bids from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida to compete to provide the items and/or perform the services specified in this Invitation to Bid (ITB). Solicitation documents are available by contacting the City Manager, Kyle Riefler (Kyle.Riefler@cityofbelleairbeach.com) on **November 8, 2023**. Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to submit a bid.

The following key dates are established for the pre-submittal meeting (if scheduled), bid opening, and the deadline for submitting any questions and requests for clarification of any information contained within this ITB.

PRE-SUBMITTAL MEETING

A NON MANDATORY PRE-SUBMITTAL MEETING has been scheduled **November 22, 2023, at 2:00 p.m.** The meeting will be conducted at City Hall Conference Room. Unless the City makes the pre-submittal meeting required, potential bidders are encouraged to attend the meeting (if scheduled). The purpose of the pre-submittal meeting is to discuss the requirements and objectives of this ITB and to answer any questions for potential bidders. Attendees must have the ability to communicate with the City at this meeting and must provide a company and representative name for the attendance register and to also be able to ask questions or request clarifications.

At the pre-submittal meeting, the City will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the ITB is issued by the Purchasing Office.

ACCOMMODATION OF DISABILITIES: Potential bidders with disabilities requiring accommodation to attend the pre-submittal meeting should contact the City Clerk's Office at least 5 days before the scheduled meeting.

There is no pre-submittal meeting planned for this procurement.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in the ITB must be received in writing in the manner set forth herein no later than Wednesday, November 29, 2023, by 4:00 p.m. eastern time. All inquiries, suggestions or requests pertaining to this ITB must be submitted to the designated procurement contact on the cover page. This deadline has been established to maintain fair treatment for all potential bidders, while ensuring an expeditious selection process.

PUBLIC OPENING OF BIDS

The City is accepting electronic submissions through DEMANDSTAR (<https://network.demandstar.com/>) until December 13, 2023, before 2:00 p.m. Bids sent in any manner other than electronically to DEMANDSTAR will not be accepted. **Hard copies, faxed bids, and electronically submitted bids sent directly to the City will not be accepted.**

Bids must be uploaded to DEMANDSTAR (<https://network.demandstar.com/>) prior to the deadline for submission. Bidders are responsible for taking all necessary steps to ensure that their bid is uploaded before the due date and time. The City is not responsible for technology and/or any other issues that cause the bid deadline to be missed. **Bids will be opened publicly in City Hall on December 13, 2023, at 2:00 p.m.**

PART A
INSTRUCTIONS FOR BIDDERS

The City invites the submission of bids from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise in providing the goods and/services as described in this ITB. Bidders must meet the minimum qualifications stated herein and comply with the Instructions for Bidders contained in this Part A.

The City specifically reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to award the contract to the lowest responsive and responsible bidder. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City accepts Bidder's offer/bid.

The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.

A.01 PUBLIC RECEIVING AND OPENING OF ELECTRONIC BIDS

Bids submitted in response to this ITB will be electronically unsealed and read publicly after the time specified for receipt of bids stated in this ITB. The City reserves the right to extend this date and time for opening at the City's sole discretion, when deemed to be in the best interest of the City. Bidders, their authorized agents and other interested persons are invited to view the opening of bids remotely through electronic means by using the link or call-in information set forth in this ITB.

A.02 ELECTRONIC SUBMISSION OF BIDS

The City is accepting electronic bids via the online platform set forth herein. Submission of bids prior to the deadline is solely and strictly the responsibility of the Bidder. It is the sole responsibility of the Bidder to take all necessary steps to ensure his/her bid is received by the due date and time. The City will not be responsible for delays caused by technological issues that may occur or for any other reason. Bidders must cause submission of bids prior to the submission deadline.

All bid documents submitted must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CAD drawings. Scanned documents must be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi.

Pursuant to the Florida Electronic Signature Act, Bidders are authorized to sign their bids electronically in the s/ First Last format.

A.03 QUESTION AND CLARIFICATION PERIOD

It is the responsibility of each Bidder, before submitting a bid, to (a) examine the ITB documents thoroughly; (b) if applicable, visit the project site(s) to become familiar with local conditions that may affect cost, materials, progress, performance or the furnishing of the work; (c) consider all applicable local, federal and state codes, laws, and regulations that may affect the work; and (d) study and carefully correlate Bidder's observations with the ITB documents. Bidder is required to notify the City of any conflicts, errors, or discrepancies in the ITB documents using the addenda process before submitting a bid.

Each Bidder must examine all ITB solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the ITB documents must be made in writing and submitted to Kyle.Riefler@cityofbelleairbeach.com on or before the deadline for questions and clarification requests. All questions received and responses given will be provided in the form of a written addendum to this ITB. Informal or verbal responses will not be provided and may not be relied on. The City will not respond to inquiries received after the published deadline for receiving questions and clarifications. The City will not be responsible for oral interpretations given by any City employee, representative, or others, and Bidders are not entitled to rely upon any such oral statements.

A.04 ADDENDA

All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms. Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein.

It is the responsibility of the Bidder, prior to submitting a bid, to review the City's online solicitation platform to determine if addenda to the ITB were issued and, if issued, to acknowledge and incorporate same into Bidder's bid. All addenda will become part of the bid documents as if contained in the originally issued solicitation documents. Failure to acknowledge all addenda shall result in a bid being found non-responsive.

A.05 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

In this solicitation, the City is using a third-party online platform to distribute solicitation documents including addenda and bid tabulation results. Interested parties may register to receive this information free of charge by contacting DEMANDSTAR (<https://network.demandstar.com/>).

A.06 PRE-BID MEETING

If applicable, a pre-bid meeting will be held on the date and time specified on the cover page of this ITB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not required at a non-mandatory meeting, it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this ITB. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

The purpose of the pre-bid meeting is to discuss the requirements and objectives of this ITB, to answer any questions potential Bidders have about the ITB, and to answer any general questions about the City. At the pre-bid meeting, the City will attempt to answer all questions received. However, the City reserves the right to answer any questions in writing in a subsequent addendum to the ITB. All prospective Bidders are encouraged to obtain and review the ITB documents prior to the pre-bid meeting in order to be prepared to discuss questions or concerns about the requirements of the City.

In order to conduct the pre-bid meeting as efficiently as possible, bidders are requested to forward questions to the City of Belleair Beach contact indicated on the cover page of this ITB at least three (3) business days prior to the scheduled pre-bid meeting to allow staff time to research the questions.

A.07 COST OF PREPARATION

The cost of preparing a bid in response to this ITB will be borne entirely by the Bidder.

A.08 WITHDRAWAL OF BID

Bids may be withdrawn or revised by the Bidder for any reason prior to the date and time fixed for the public opening. To be effective, a withdrawal or revision of a bid must be accomplished using the withdrawal or substitution tool of DEMANDSTAR (<https://network.demandstar.com/>). Calling or emailing the City Purchasing Office will not be sufficient to accomplish a withdrawal or revision.

Bids made pursuant to this ITB will, once opened by the City, be considered a binding offer to provide the items and/or perform the services described herein. The submission of a bid will be taken as prima facie evidence that the bidder has fully familiarized itself with the contents of this ITB, and intended to submit an irrevocable offer to the City.

Negligence on the part of the Bidder in preparing its bid confers no right of withdrawal or modification after the date and time fixed for the public opening.

A.09 AMERICANS WITH DISABILITIES ACT NOTICE

The City does not discriminate against individuals with disabilities. Any person needing special accommodations to attend a public meeting related to the ITB should contact the designated Procurement Agent for this solicitation at least 5 days before the meeting.

A.10 NONDISCRIMINATION AS TO FEDERALLY-FUNDED SOLICITATIONS

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, as those laws and regulations may be amended from time to time, the Bidder submitting a bid which is federally funded must assure that “*no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity*”, and in the selection and retention of subcontractors/sub-consultants, including procurement of materials and leases of equipment. The successful Bidder must affirm that it will not participate directly or indirectly in discrimination prohibited by federal or state law or applicable regulations, including but not limited to employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR, Part 21.

A.11 GENERAL CIVIL RIGHTS

By submitting a bid, the successful Bidder agrees it will not, in the performance of the resulting contract, discriminate against any person on the grounds of race, religion, color, national origin, gender, age, or disability, and that the Bidder will, where required by the ADA, provide reasonable accommodations and access to City services or programs the Bidder may control. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract.

A.12 CALCULATIONS, ERRORS, OMISSIONS, EXCEPTIONS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing will prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on, and must provide all information required by, the bid forms. All blanks on the bid forms must be completed. Bids submitted on a form other than the forms promulgated by the City on its online platform, or bids submitted on the City’s bid forms that are altered or detached, will be deemed non-responsive. Bidders must fully comply with all requirements of this ITB in its entirety. Bid Forms must be executed by an authorized signatory who has the legal authority to bind the company.

Bidders are not authorized to submit bids which include exceptions to the terms of this ITB, the scope of services, description of commodities sought, or any other term or condition of this solicitation. Bids which contain exceptions, exclusions, or which otherwise purport to be a bid, but which offer to provide services or commodities different than, or in a different manner than, or with different specifications than that being solicited, will be deemed non-responsive. The only variations that will occur from the terms of this ITB will be through the issuance of formal published addenda.

A.13 OWNER DIRECT PURCHASE

As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the City reserves the right to require the Bidder to assign some or all of its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the City. The City saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the City elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

A.14 TERMINATION FOR CONVENIENCE

Unless otherwise provided for in the separate contract or purchase order resulting from an award under this ITB, the City may cancel the contract resulting from this ITB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder.

A.15 SUNSHINE LAW; PUBLIC RECORDS AND DISCLOSURE

Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Florida Statutes Chapters 119 and 286.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Florida Statutes Chapter 286. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Bids and related information and materials received by the City are public records under Florida law, and will be subject to public inspection upon the issuance of the City's notice of intended decision, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in section 119.07, Florida Statutes. If the City rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until the City provides notice of intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A bid is not exempt for longer than twelve months after the notice of rejection of all bids.

Pursuant to section 119.0701, Florida Statutes, to the extent a successful Bidder is performing services on behalf of the City, the successful Bidder must:

- 1) Keep and maintain public records required by the City to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the City's public records policies. The Bidder agrees, prior to providing services, it will implement policies and procedures, which are subject to approval by City, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and City policies including but not limited to section 119.0701, Florida Statutes;
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119;
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the successful Bidder does not transfer the records to the City; and
- 4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in its possession or keep and maintain public records required by the City to perform the service. If the successful Bidder transfers all public records to the City at the completion of the Agreement, the successful Bidder must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Bidder keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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 CITY CLERK at phone: 727-595-4646, info@CityofBelleairBeach.com, 444 Causeway Boulevard, Belleair Beach, FL 33786.

A.16 TRADE SECRETS

The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity

to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City’s legal counsel and, if City’s legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City’s counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

A.17 TAX EXEMPT; TAX LIABILITY

The City is tax-exempt, subject to applicable provisions of Florida law regarding sales tax. The successful Bidder is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Bidder’s services under the Agreement resulting from this ITB, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Bidder or Bidder employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Bidder’s responsibility under the Agreement, Bidder will indemnify the City for any tax liability, interest, and penalties imposed upon the City. The amount(s) of compensation set forth in the Agreement resulting from this ITB, or in any change orders authorized pursuant to the Agreement, will be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.18 RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the City, in the City's sole judgment, and in conformance with applicable state and local laws or regulations.

The City further reserves the right to make inquiries, request clarification, require additional information and documentation from any Bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of the Agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the City depending on available competition and current needs of the City. The City reserves the right to take such actions as it deems necessary and in its best interests.

A.19 AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Directly violating or causing another to violate the City's anti-lobbying provisions.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Verified evidence that Bidder has a financial interest in the company of a competing Bidder.
- Engaging in unbalanced bidding.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under section 287.135, Florida Statutes.
- Not being properly licensed by, and eligible to conduct business in, the State of Florida or Pinellas County prior to submitting a bid.
- Bidder's or Bidder's officer or director having plead no contest or been convicted of fraud, embezzlement, bribery or other financial crime related to procurement or public contracting within the past 5 years.
- Having been disbarred from participating in the public procurement process of any federal, state or local governmental entity within the past 5 years.

The City, at its sole discretion, may request clarification or additional information to determine a Bidder's qualifications, responsibility, or responsiveness.

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, City will have the option to immediately terminate the Agreement, in its sole discretion, if Bidder is found to have submitted a false certification under section 287.135(5) Florida Statutes or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, Florida Statutes; or if Bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or bid under section 287.135, Florida Statutes.

A.21 NO LOBBYING

Pursuant to the City's Procurement Code, after the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors or their agents, representatives or persons acting at the request of such offerors shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any City officers, agents or employees other than the designated purchasing agent, unless otherwise provided for in the solicitation or otherwise directed by the purchasing agent. This prohibition includes copying such persons on written communications with the purchasing agent, but does not apply to presentations made to evaluation committees or at a City commission meeting where the commission is considering approval of a proposed contract, and ends upon execution of the final contract or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the commission directing renegotiation or written notice from the purchasing agent to the existing contractor instituting a renegotiation process. Failure to adhere to this section will result in the offender's bid or proposal being disqualified from further consideration.

Bidders must submit an affidavit with their bids in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this ITB. **Joint ventures must file a separate affidavit for each joint venture partner.**

ANY BIDDER IN VIOLATION OF THIS PROHIBITION WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR AWARD UNDER THIS ITB.

A.22 RESPONSIBILITY DISCLOSURES

If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

In addition to this information, please also provide written responses to the following questions:

- Has bidder been sued in civil court for any intentional or negligent tort within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder been sued in civil court for breach of contract within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been criminally charged with any crime related to bidder's performance of work or business practices within the past five years? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been cited by OSHA or any other state or federal regulatory agency within the past five years for violation of regulations resulting from bidder's performance of work or business practices? If so, state the charge numbers, name of citing agencies, and provide a narrative as to the outcome of each.
- Has bidder, or any of its licensed employees or licensed qualifiers, had their license suspended or revoked within the past five years? If so, list each such instance and provide a narrative response as to the reasons for the licensure action and the current status of the suspended or revoked license.

NOTE: The foregoing questions addressing bidder responsibility MUST be answered in full and such responses MUST be included in submitted bids. Failure to respond to each question posed will result in bids being disqualified. A positive response to any of the foregoing questions will NOT result in an automatic disqualification. Rather, the City's evaluation of a bidder's responsibility to perform the work will take into account the overall responses provided, including the nature, volume, and timing of each suit, charge, citation, debarment, suspension, or license action.

Bidders must provide with their bids a list of all subcontractors they intend to use to perform the project, including a description of what portions of the work each subcontractor will do, and acknowledging that use of such subcontractors shall not absolve the General Contractor/bidder from complying with the terms and conditions of the awarded contract.

A.23 RIGHT TO PROTEST

Bidders shall have only those rights to protest as are set forth in the City's Procurement Code. All procedures and deadlines set forth therein must be strictly complied with.

A.24 FINANCIAL RESPONSIBILITY

During the bid evaluation process, depending on the size and nature of the transaction, Bidders may, upon request by the City, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and must be provided to the City within ten (10) calendar days of the City's request.

A.25 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize (piggyback) an agreement entered into pursuant to this ITB, subject to the rules and regulations of that governmental entity. The City has no responsibility for, and is not a party to, any such agreements.

A.26 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

In agreements financed in whole or in part by federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, must be complied with. To the extent they differ from those of the City, the cost principles of the grantor will be used.

A.27 ESTIMATED QUANTITIES

If provided, estimated quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this ITB is neither guaranteed nor implied. Payment to the successful Bidder will be made only for the actual quantities of work performed or materials furnished.

A.28 NON-EXCLUSIVITY OF AGREEMENT; NON-ASSIGNMENT

The successful Bidder understands and agrees that, unless provided otherwise in a written agreement, any resulting contractual relationship is nonexclusive, and the City reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City.

No Agreement resulting from this ITB may be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to

terminate the Agreement. No granting of consent to any assignment will relieve Bidder from any of its obligations and liabilities under the Agreement.

A.29 UNBALANCED BIDS

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing its bids. However, where in the opinion of the City such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The City reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

A.30 FRONTLOADING BID PRICING PROHIBITED

If applicable, prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Bidder to complete the work or otherwise creating an appearance of an undercapitalized Bidder.

In the event the City presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptively front-loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.31 PUBLIC ENTITY CRIMES

In accordance with section 287.133, Florida Statutes, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity on a contract; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

To ensure compliance with the foregoing, Bidders must certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

A.32 BID EVALUATION

Upon evaluation of all bids received, a notice of intent to award may be made to the lowest, responsive, and responsible Bidder whose bid(s) serves the best interests of the City, in the City's sole judgment and discretion.

No award will be made until the City has concluded such investigations, as it deems necessary, to establish the responsibility, qualifications and financial ability of any Bidder to provide the required goods and services in accordance with any agreement resulting from this ITB and to the satisfaction of the City and within the time prescribed. The City may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the City that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

In the event only one response is received, the City may require the bidder to submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

Depending on the dollar value of the agreement, the procurement staff's recommendation for award will be acted upon either by a department head, the City Manager, or the City Commission.

Notices of the City's intent to award a Contract are posted to the City of Belleair Beach website or such third-party online platform as the City may use for this ITB. It is the bidder's responsibility to check the City website or online platform to view relevant bid information and award notices.

Pursuant to Florida Statutes § 287.05701, bidders are advised that the City may not give preference to a vendor based on the vendor's social, political, or ideological interests.

A.33 EXECUTION OF AGREEMENT/ISSUANCE OF PURCHASE ORDER

Submission of a bid constitutes an offer on the part of the Bidder which the City then has the authority to accept. Unless a Purchase Order will be issued, the successful Bidder will be required to execute and return a separate Agreement in substantially the attached form, unless amended during the addenda process, within ten (10) calendar days from issuance of the notice of intent to award the bid. Failure of the successful Bidder to execute the Agreement within fifteen (15) calendar days from the date the notice of intent to award is announced will constitute legal grounds for cancellation of the award and forfeiture of any required bid bond.

Successful bidder acknowledges that the City uses electronic signatures as allowed by the Florida Electronic Signatures Act, and agrees to be bound to the same extent as that of an original signature.

Upon receipt of a properly executed Agreement (if required), the City will finalize execution and will return one fully executed copy, along with any required bid bond, to the successful Bidder. Issuance of a Purchase Order or fully executed Agreement to the successful Bidder constitutes the City's acceptance of the Bidder's offer.

Until issuance of a Purchase Order or approval and final execution of the Agreement, the City reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise, in the City's sole judgment and discretion.

A.34 PAYMENT

Payment will be made in accordance with the awarded bid pricing for the goods and/or services completed and accepted by the City and upon receipt and acceptance of an undisputed invoice. **All invoices must include purchase order number or Agreement number, as applicable, and must be submitted to City of Belleair Beach, 444 Causeway Blvd., Belleair Beach, FL 33786.** In the event of a dispute regarding any invoice received, unless a different process is agreed to in an Agreement, the Parties will follow the procedures and time limits set forth in the Florida Prompt Payment Act.

A.35 FEDERAL AND STATE IMMIGRATION LAWS

- a. Bidder agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Bidder will ensure and keep appropriate records to demonstrate that all of Bidder's personnel have a legal right to live and work in the United States.
 - (i) As applicable to Bidder, under this provision, Bidder hereby warrants to the City that Bidder and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Bidder Immigration Warranty").
 - (ii) A breach of the Bidder Immigration Warranty will constitute as a material breach of this Agreement and will subject Bidder to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Bidder personnel who provide services under this Agreement to ensure that Bidder or its subcontractors are complying with the Bidder Immigration Warranty. Bidder agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Bidder and any subcontractor to ensure compliance with the Bidder Immigration Warranty. Bidder agrees to assist the City in regard to any random verification performed.
 - (v) Neither Bidder nor any subcontractor will be deemed to have materially breached the Bidder Immigration Warranty if Bidder or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

Immigration Compliance; E-Verify. Bidder acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Bidder's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), Bidder shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Bidder's contract with the City cannot be renewed unless, at the time of renewal, Bidder certifies in writing to the City that it has registered with and uses the E-Verify system. If Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Bidder shall maintain a copy of such affidavit for the duration of the contract. If Bidder develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Bidder shall terminate the contract with the subcontractor. If the City develops a good faith belief that Bidder has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate the contract. Pursuant to Florida Statutes §

448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

A.36 DRUG-FREE WORKPLACE. Bidder is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Bidder will require a drug-free workplace for all Bidder's personnel working under any Agreement resulting from this ITB. Specifically, all Bidder personnel who are working under such Agreement must be notified in writing by Bidder that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Bidder agrees to prohibit the use of intoxicating substances by all Bidder personnel and will ensure that such personnel do not use or possess illegal drugs while in the course of performing work for the City or on City property.

A.37 BIDDER EMPLOYEE BACKGROUNDS; SECURITY CLEARANCE AND REMOVAL OF PERSONNEL. The City may conduct or require Bidder to conduct criminal, driver history, and all other relevant background checks of Bidder's personnel or agents who would perform services under the Agreement, or who will have access to the City's information, data, or facilities, in accordance with regulatory or contractual obligations, and the City's current background check policies. Any officer, employee, or agent who, in the sole judgment of the City, fails the background check for any reasonable cause not prohibited by law must be replaced by Bidder immediately. The City will have final authority, based on security reasons: (i) to determine when security clearance of Bidder personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Bidder personnel; and (iii) to determine whether or not any individual or entity may provide services under the Agreement due to security reasons. If the City objects to any Bidder personnel for any reasonable cause not prohibited by law, Bidder will, once requested by the City, remove any such individual from performance of services under the Agreement.

A.38 TERMINATION RIGHTS; NON-APPROPRIATION. Notwithstanding any stated term, unless specifically provided for differently in any separate Agreement resulting from this ITB, the City reserves the right to terminate the Agreement in part or in whole for its convenience upon thirty (30) calendar days' written notice. Further, pursuant to Florida Statutes Chapter 112, Part II, the City may cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under an Agreement resulting from this ITB, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available.

A.39 NON-WAIVER. There will be no waiver of any provision of the Agreement resulting from this ITB unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

A.40 USE OF NAME. Bidder will not use the name or logos of the City of Belleair Beach in any advertising or publicity without obtaining the prior written consent of the City Manager.

A.41 PROHIBITED ACTS. Pursuant to Florida Constitution Article II § 8, a current or former City officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Bidder shall therefore not hire or retain a current former City officer or

employee to engage in any such prohibited action.

- A.42 RISK OF LOSS.** Commodities to be delivered to or installed for the City, shall be FOB the City delivery point or the point of installation, as relevant. In submitting a bid based on this ITB, the successful Bidder agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to its performance under the Agreement to that point.
- A.43 SAFEGUARDING CITY PROPERTY.** Bidder will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Bidder or its employees.
- A.44 NOTICES.** All notices to be given pursuant to the Agreement must be delivered to the Parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via a pre-agreed email address. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- A.45 GOVERNING LAW, VENUE.** The Agreement resulting from this ITB shall be governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to the Agreement will be Pinellas County, Florida.
- A.46 ATTORNEY FEES.** In any action brought between the Parties to enforce or construe the terms of the Agreement entered as a result of this ITB, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or any resulting appeal(s).
- A.47 SEVERABILITY.** If any provision of the Agreement resulting from this ITB is declared void or unenforceable, such provision will be severed from the Agreement, which will otherwise remain in full force and effect. The Parties will negotiate diligently in good faith for such amendment(s) of the Agreement as may be necessary to achieve the original intent of the Agreement, notwithstanding such invalidity or unenforceability.
- A.48 CERTIFICATES AND PERMITS.** A successful Bidder shall secure at Bidder's own expense all necessary certificates, licenses and permits from governmental authorities as are required in connection with the performance of any part of the Agreement, and shall give all notices required by law, ordinance or regulation. Bidder shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by the Agreement.
- A.49 NO THIRD-PARTY BENEFICIARIES.** An Agreement entered as a result of this ITB will be for the sole benefit of the Parties and their respective successors and permitted assigns. The Parties do not intend to enter such Agreement for any other person's or entity's benefit.

END OF PART A

PART B
SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to properly complete all bid forms.

B.01 MINIMUM QUALIFICATIONS.

Bidders are required to meet the following minimum qualifications.

Bidders contracting in a corporate capacity must be registered with the Florida Department of State Division of Corporations as a Florida corporation or other Florida recognized and approved legal business entity in good standing and authorized to conduct business in the State of Florida.

Documentation of registration and status is requested, but not required as the City will verify with the Division of Corporations.

Further, Bidder must provide evidence that it has been in continuous operation performing services that are similar to the requirements set forth in this ITB for a minimum of one (1) year from the date the bid is due.

Complete and accurate reference information must be provided where indicated on the Bid Form. The City will contact references to verify bidder has been in continuous operation performing similar services for the time frame specified.

B.02 BASIS OF AWARD

The award will be made to the responsive and responsible Bidder having the lowest total base bid.

The lowest, responsible Bidder will mean that Bidder which submits the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the ITB documents or otherwise required by the City.

To be responsive, a Bidder must submit a bid that conforms in all material respects to the requirements set forth in the ITB.

To be a responsible Bidder, the Bidder must have the financial, technical, legal and logistical ability to, and must have all necessary staff, expertise, equipment and facilities to fully provide the commodities or services solicited and to otherwise fully perform under the requirements of this ITB and any resulting Agreement or Purchase Order.

The City reserves the right to make such an investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information that the City deems necessary to make this determination must be provided by the Bidder. Such information may include, but will not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 BID PRICES

All bid prices submitted in response to this solicitation must be fixed, firm net pricing inclusive of all charge, fees and incidentals necessary to provide the goods and/or perform the services that are the subject of this ITB. Unless otherwise provided in a resulting Purchase Order or Agreement, pricing will remain firm for the initial term and for any renewal periods.

B.04 BLANKET PURCHASE ORDER If applicable

If the services or commodities sought are to be periodically or sporadically provided on an as-needed basis, a blanket Purchase Order will be generated by the City and provided to the successful Bidder and the goods and/or services will be ordered by authorized City staff on an

as-required basis. Invoices must contain the Purchase Order number. No orders may be fulfilled unless a valid Purchase Order exists.

B.05 TERM OF SERVICE PROVIDER AGREEMENT

This is a one-time purchase and will have no term.

B.06 [reserved]

B.07 TRAINING If applicable

B.08 WARRANTY If applicable

All work shall be guaranteed for twelve (12) months after final completion and acceptance of the work unless otherwise specified in the Contract or the Technical Specifications. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the Owner under the laws of the State of Florida.

The Contractor shall obtain and assign to the City all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Project. The Contractor warrants to the City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the City

The City reserves the right to reject any or all materials, if in its sole judgment and discretion, the material or item in question reflects unsatisfactory workmanship or manufacturing or shipping damage. The successful Bidder shall refund, to the City, any money which has been paid for the same.

The price bid shall include quality guarantee/warranty in accordance with this section. No additional compensation will be made to the successful Bidder for providing a quality guarantee/warranty.

B.09 USE OF PREMISES If applicable

During the progress of the work, the successful Bidder must keep the premises free from the accumulation of waste materials and other debris resulting from the work.

The successful Bidder will be held financially responsible for any and all penalties or costs incurred by the City to remedy such failure to keep the premises free from waste or debris resulting from the work.

B.10 RESERVED

Reserved

B.11 PERSONNEL If applicable

The work performed by the successful Bidder must be executed in a professional manner.

The successful Bidder must, during all work hours, provide a qualified and competent person onsite with the ability to converse in English, to understand and carry out instructions and having the City to supervise the operations and to represent and act on behalf of the successful Bidder.

It is the successful Bidder's responsibility and obligation to train its employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them, or the services being performed by them under the Agreement. In addition, the successful Bidder must have someone in attendance at all times who can communicate instructions to its employees.

The successful Bidder shall promptly remove from the project any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; however in no event shall City be responsible for monitoring or assessing the suitability of any employee or agent of the successful Bidder.

All articles found by the successful Bidder's employees on City premises shall be turned over to the City or the City's designated agent in charge of such articles.

A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in the City. Each motor vehicle brought into the City to perform services for, or deliver commodities to the City shall have the successful Bidder's business name and/or logo prominently displayed on the vehicle.

While working on City property, all employees will wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

B.12 RESERVED

Reserved

B.13 CONFIDENTIAL SECURITY PROGRAMS If applicable

The successful Bidder acknowledges that the City's security plans, and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under section 119.071 (3)(a) Florida Statutes. The successful Bidder agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the City's prior written consent, any information regarding the City's security systems or the contents of the City's security plans or any other sensitive security or operational material or information concerning the services provided by the successful Bidder, and shall require its employees, agents, and subcontractors to comply with the provisions of this paragraph.

END OF PART B

PART C
MINIMUM SPECIFICATIONS / SCOPE OF WORK/SCOPE OF SERVICES

C.01 PURPOSE AND SCOPE OF SERVICES

The 9TH Street to Morgan Drive Stormwater and Roadway Improvement Project includes the Mill and Resurfacing of approximate 26,181 Square Yard of residential roadway, curb replacement, stormwater collection improvements including installation of 3 inlets, replacing 9 inlet tops, installation of 656 Lineal feet of Cured-in-Place-Pipe lining in existing stormwater culverts, clear debris and remove barnacles from stormwater culverts. Furnish all labor, materials, equipment, hardware, and incidentals to complete the project, per the Gemini Engineering and Sciences Construction Plans and Specifications Job number B23-01.

SEE ATTACHED – TECHNICAL SPECIFICATIONS

END OF PART C

PART D
PLANS, DRAWINGS, PHOTOGRAPHS, ETC.

Plans are attached separately.

END OF PART D

PART E
RESERVED (Attachments, Schedules, etc., if needed)

END OF PART E

PART F
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

Insurance Requirements (Types and Limits). Bidders should furnish proof of insurance or a written statement of assurance of bidder's ability to meet the insurance requirements. No agreement will be approved or entered into pursuant to this Request for Bids until all insurance coverage(s) indicated herein have been obtained. (City's risk management staff must assess coverages needed for each ITB)

Insurance / Bond Type	Required Limits
1. <input type="checkbox"/> Automobile Liability:	Coverage must be afforded under a per occurrence policy including coverage for owned, hired and non-owned vehicles. Airside Operations Area (AOA); the combined single limit will be <u>\$5,000,000</u> . Non Airside; the combined single limit will be <u>\$1,000,000</u>
2. <input type="checkbox"/> Commercial General Liability:	Coverage shall be afforded under a per occurrence policy form. <u>\$1,000,000</u> Single Limit per Occurrence; <u>\$2,000,000</u> General Aggregate <u>\$2,000,000</u> Products/Completed Operations Aggregate <u>\$1,000,000</u> Personal and Advertising Injury Liability
3. <input type="checkbox"/> Employer's Liability:	\$1,000,000 Each accident \$1,000,000 Disease each employee \$1,000,000 Disease Policy Limit
4. <input type="checkbox"/> Worker's Compensation:	Florida Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.
5. <input type="checkbox"/> Pollution Legal Liability	Pollution Legal Liability Insurance shall be maintained by Bidder and providing complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties, for losses caused by pollution conditions that arise from the operations of the contractor, with limits of at least \$2,000,000 each occurrence and \$4,000,000 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for: (a) third-party claims for on and off-site bodily injury and property damage; and (b) claims resulting in bodily injury property damage or cleanup costs.
6. <input type="checkbox"/> Professional Liability	Professional Liability and/or Errors and Omissions (E&O). Coverage must be maintained by the Bidder, insuring its legal liability arising out of the performance of the professional services under this Agreement. Such insurance with limits of at least \$2,000,000 each occurrence and \$4,000,000 annual aggregate.

Insurance / Bond Type	Required Limits
7. <input type="checkbox"/> Cyber Liability	Successful Bidder must maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) with limits of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two (2) years thereafter for services completed during the term of the agreement.
8. <input type="checkbox"/> Other Insurance Required	<p>a. <input type="checkbox"/> Liquor Liability Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate.</p> <p>b. <input type="checkbox"/> Garage Keeper's Liability Coverage shall be required if the maintenance, servicing, cleaning or repairing of any motor vehicles is inherent or implied within the provision of the contract. Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>c. <input type="checkbox"/> Aircraft Liability Coverage must be carried in limits of not less than \$5,000,000 each occurrence.</p>

Reviewed/Approved by City's Risk Manager: _____

Bidders Insurance Requirements

All Bidders should furnish proof of acceptable insurance. A copy of the Bidder's current insurance certificate or a statement from the Bidder's insurance company verifying the Bidder's ability to obtain the insurance coverage as stated herein, should be submitted with the bid.

No Purchase Order will be issued, or Agreement approved pursuant to this ITB until proof of all insurance coverage(s) indicated herein have been obtained by the City. The cost for obtaining insurance coverage is the sole responsibility of the successful Bidder. The successful Bidder must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard ACORD form. The insurance provided will include coverage for all parties employed by the Bidder. At the discretion of the City, all insurance limits may be re-evaluated and revised at any time during the term of the Agreement.

Additional Insured

The City shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The City of Belleair Beach, Florida, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Acceptability of Insurers

Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida

and with an AM Best rating of not less than A-Vii. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Bidder from potential insurer insolvency.

Waiver of Subrogation

Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful Bidder and its insurers in favor of the City on all policies including general liability, auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance

Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful Bidder must furnish the City with a certificate of insurance using an ACORD form and containing the solicitation number with the City named as an additional insured on the applicable coverage. A current insurance certificate or a statement from the successful Bidder's insurance company verifying the ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. **Send the certificate of insurance with the City as certificate holder to: Kyle.Riefler@cityofbelleairbeach.com.**

The certificate of insurance must give the City prior notice of cancellation and state that the coverage is primary and noncontributory. A waiver of subrogation in favor of the City will also be required.

Policy on Request

In addition, when requested in writing by the City, the successful Bidder will provide the City with a certified copy of all applicable insurance policies.

Change in Coverage

The successful Bidder is required to provide a minimum of thirty (30) days written notice to the City Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage called for herein. All such notices shall be sent directly to the City Manager, 901 Ponce de Leon Blvd., Belleair Beach, FL 33756. If the successful Bidder fails to meet the requirements set forth herein, the City may terminate any agreement it has with the successful Bidder.

Subcontractor's Requirement

The successful Bidder must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

Sovereign Immunity

The successful Bidder understands and agrees that by entering into an agreement with the City, the City does not waive its sovereign immunity, and nothing herein will be interpreted as a waiver of the City's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law.

Indemnification, General Liability & Patent or Copyright

The successful Bidder must indemnify and hold harmless the City, its officers and its employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the successful Bidder (including agents and subcontractors) in the performance of any contract awarded pursuant to this solicitation.

The successful Bidder represents that it knows of no allegations, claims, or threatened claims that the services, materials, or information that it will provide to the City infringes any patent, copyright, or other

proprietary right. The successful Bidder will defend, indemnify and hold harmless the City, including its officers and employees, from and against all losses, claims, damages, liabilities, costs, expenses and amounts arising out of or in connection with an assertion that any of Bidder's services, materials or information to be provided, or the use, therefore, infringe any patent, copyright or other proprietary right of any third party.

Bid Guaranty and Bond Requirements

If checked, Bidders must submit with their bids a bid bond, certified check, or cashier's check payable to the City of Belleair Beach in a dollar amount representing not less than five percent (5%) of the total amount of the Bidder's bid.

The Bidder will upload an image of the bid guarantee in DEMANDSTAR (<https://network.demandstar.com/>) as part of its bid, and shall ensure the original, signed and sealed bid bond or check is delivered to the City at 444 Causeway Blvd., Belleair Beach, FL 33756 no later than three (3) business days prior to the date set for the bid opening. A bid security in the form of a cashier's check must be an original document. Bids of Bidders who fail to ensure the bid guarantee is delivered as required above shall be deemed non-responsive and not considered.

Bond Provisions

To be acceptable to the City, a Surety must comply with the following minimum provisions:

- a. All Sureties must be authorized to conduct business in Florida and all bonds must be submitted on the exact forms contained within the contract documents (if the City requires such forms).
- b. Attorneys-in-Fact who sign bid bonds must file with such bond a certified copy of their Power of Attorney to sign such bond.
- c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.
- d. Surety must have twice the minimum surplus and capital required by the Florida Insurance Code at the time of bid solicitation.
- e. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of City issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.
- f. Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds.

Sureties rated through A.M. Best shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

END OF PART F

PART G – FORMS
All forms must be submitted with the Bidder's bid

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined the entirety of this Request for Bids (ITB) which includes instructions for bidders, special instructions and requirements, specification/scope, and insurance and bond requirements.

I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in my bid pricing.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I propose to perform the work/offer the items described in this ITB and I agree to hold pricing for at least 120 calendar days to allow the City time to properly evaluate this bid. I agree to the City's terms and conditions as set forth in its ITB, its procurement code, and any attached form of agreement or, if no separate agreement is to be executed, to the City's standard Purchase Order terms posted at: [insert web address where vendors can view the City's standard PO terms]. I further agree that each of the foregoing shall take precedence over any conflicting terms and conditions submitted with this bid.

I certify that all information contained in this bid is truthful to the best of my (the authorized signer) knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the City or of any other company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I certify that the name and title of the authorized signatory, as completed below, is authorized to execute the Agreement resulting from this ITB using an electronic signature.

Further, I certify any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. And, by signing the Agreement resulting from this ITB, if any, the authorized signatory adopts the electronic signature as his/her own and designates it for use as an official record by the City.

Finally, through my signature set forth below, I confirm that the bid fully meets the requirements set forth in the City's ITB. If required, a copy of the bid guarantee is included in the electronic submission of the bid.

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED ELECTRONIC SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER
_____ FEDERAL IDENTIFICATION #	_____ E-MAIL ADDRESS

FORM 2: OFFICIAL BID FORM

BIDDER'S NAME: _____

The undersigned, as "Bidder," having carefully examined the bid solicitation documents and being familiar with conditions affecting the goods to be offered and/or the services to be provided, agrees to furnish all labor, materials, equipment, and other incidental items, and services necessary in full accordance with the ITB and contract documents for:

**B23-01: STREET AND DRAINAGE IMPROVEMENTS
FROM 9TH STREET TO MORGAN DRIVE**

And, if awarded, Bidder agrees to provide the items by the deadline(s) set forth in the ITB (if any) and for the unit pricing indicated and as applicable, will complete all requirements within the time limits specified for the pricing awarded, which is based on the following bid schedule:

The undersigned bidder, in compliance with the Invitation to Bid, and having examined the General and Special Conditions, Specifications, and Special Notices of this document and the sites of the proposed work, and being familiar with all the conditions surrounding the proposed work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies for the work in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. In the event of a discrepancy between the unit price bid and the extended total for items submitted by the bidder, the unit price shall be considered correct and the extended total for the item shall be computed by the City for purposes of determining the total amount bid for the project. Payment for work accepted and completed shall be made at the unit price for the work items received and installed.

A. BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit price(s) or lump sum(s) listed below.

Item No.	UOM	Qty.	Description	Unit Price (in dollars)	Extended Price (in dollars)
1	LS	1	Mobilization	\$ _____	\$ _____
2	LS	1	Maintenance of Traffic	\$ _____	\$ _____
3	LS	21,589	Erosion Control	\$ _____	\$ _____
4	SF	21,589	Sod	\$ _____	\$ _____
5	SF	1,500	Crushed Shell & Rock (4" depth)	\$ _____	\$ _____
6	SF	6500	Mulch	\$ _____	\$ _____

7	EA	4	FDOT Type F Grate Inlet (with concrete surrounding inlet)	\$ _____	\$ _____
8	LF	64	15" RCP Class IV	\$ _____	\$ _____
9	LF	47	18" RCP Class IV	\$ _____	\$ _____
10	SY	26,181	Mill & Resurface 1-1/2"	\$ _____	\$ _____
11	SY	600	8" Crushed Concrete Base (pipe runs under curb line & Crossings)	\$ _____	\$ _____
12	LF	5,015	Valley Gutter Curb (Miami Curb) & Drop curb	\$ _____	\$ _____
13	SF	6,020	Concrete Drive Restoration	\$ _____	\$ _____
14	LF	111	Remove existing pipe	\$ _____	\$ _____
15	EA	2	Remove existing inlets	\$ _____	\$ _____
16	LF	21,589	Remove existing curb	\$ _____	\$ _____
17	LF	1,596	Remove barnacles and clean pipe	\$ _____	\$ _____
18	LF	619	Install CIPP (12 - 24 INCH)	\$ _____	\$ _____
19	EA	1	Relocate existing Wapro check valve	\$ _____	\$ _____
20	EA	5	Install Wapro check valve (City Provided)	\$ _____	\$ _____
21	EA	4	Replace existing outfall pipe	\$ _____	\$ _____
22	LF	497	FDOT Type F Curb	\$ _____	\$ _____
23	EA	7	Replace Concrete Inlet Covers	\$ _____	\$ _____

A. Total Base Bid (total of lines 1 through 23 above): \$ _____

B. Contingency of ten (10%) percent: \$ _____

C. Total Base bid, including Contingency (A + B) \$ _____

TOTAL BASE BID, INCLUDING CONTINGENCY (C) - In words:

IF NEEDED LINE ITEMS					
1	LF	500	Lawn Sprinkler Restoration	\$ _____	\$ _____
2	CY	50	Remove Unsuitable Material	\$ _____	\$ _____
3	CY	20	Flowable Fill	\$ _____	\$ _____
4	SF	800	Brick Drive Replacement (remove and reuse where possible)	\$ _____	\$ _____
5	LF	20	Sanitary 8" DI Pipe Class 350, if needed	\$ _____	\$ _____
6	EA	6	Adjust & Furnish 6" SS Service Lateral, (if needed)	\$ _____	\$ _____
7	EA	4	Adjust Sanitary Manhole Rim & Cover, (in pavement)	\$ _____	\$ _____
8	EA	2	Water- Offset Assembly 4" Dia. Restrained PVC C-900 DR18 w/Reverse Deadman	\$ _____	\$ _____
9	LF	50	Water- 4" Dia. PVC C-900 DR18	\$ _____	\$ _____
10	EA	3	Water- 3/4" Service Connection with Sleeves long, (if needed)	\$ _____	\$ _____
11	EA	3	Water- 3/4" Service Connection short, (if needed)	\$ _____	\$ _____
12	EA	2	Reclaim - Offset Assembly 4" Dia. Restrained PVC C-900 DR18 w/Reverse Deadman, (if needed)	\$ _____	\$ _____
13	EA	3	1" Reclaim Service adjustment, (if needed)	\$ _____	\$ _____

D. Total Base Bid (total of lines 1 through 13 above): \$ _____

TOTAL BASE BID (D) - In words:

The undersigned Bidder hereby agrees to commence work under a contract on or before a date to be specified in the "Notice to Proceed" and to **substantially complete the project within sixty (60) consecutive calendar days** thereafter and to be fully complete within fifteen (15) consecutive calendar days following substantial completion. Bidder further agrees to pay as Liquidated Damages, the sum of \$100.00 for each consecutive day that the work remains incomplete after the date established for substantial completion until achieving substantial completion and \$50.00 for each consecutive day that the work remains incomplete after the period established for final completion.

I CERTIFY that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

(Corporate Seal)

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

Company Name

Mailing Address

City, State, Zip

(Area Code) Telephone Number

SUBSCRIBED AND SWORN BEFORE ME AT:

THIS ____ DAY OF _____ 20__

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

FORM 3: REFERENCE INFORMATION

Bidders must demonstrate to the satisfaction of the City that the minimum qualifications set forth in Part B have been met. Each Bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Bidder's response and may affect the City's determination of responsiveness

1. _____
REFERENCE COMPANY NAME DOLLAR VALUE OF PROJECT

REFERENCE CONTACT NAME/TITLE BRIEF PROJECT DESCRIPTION

REFERENCE CONTACT PHONE

REFERENCE CONTACT EMAIL

2. _____
REFERENCE COMPANY NAME DOLLAR VALUE OF PROJECT

REFERENCE CONTACT NAME/TITLE BRIEF PROJECT DESCRIPTION

REFERENCE CONTACT PHONE

REFERENCE CONTACT EMAIL

3. _____
REFERENCE COMPANY NAME DOLLAR VALUE OF PROJECT

REFERENCE CONTACT NAME/TITLE BRIEF PROJECT DESCRIPTION

REFERENCE CONTACT PHONE

REFERENCE CONTACT EMAIL

4. _____
REFERENCE COMPANY NAME DOLLAR VALUE OF PROJECT

REFERENCE CONTACT NAME/TITLE BRIEF PROJECT DESCRIPTION

REFERENCE CONTACT PHONE

REFERENCE CONTACT EMAIL

5. _____
REFERENCE COMPANY NAME DOLLAR VALUE OF PROJECT

REFERENCE CONTACT NAME/TITLE BRIEF PROJECT DESCRIPTION

REFERENCE CONTACT PHONE

REFERENCE CONTACT EMAIL

6. _____
REFERENCE COMPANY NAME DOLLAR VALUE OF PROJECT

REFERENCE CONTACT NAME/TITLE BRIEF PROJECT DESCRIPTION

REFERENCE CONTACT PHONE

REFERENCE CONTACT EMAIL

FORM 4: LOBBYING AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (select one) of _____ (Bidder), which Bidder has submitted a bid to the City of Belleair Beach, and that neither the Bidder nor its agents have engaged in any contact or conduct which is prohibited by the City's ITB and procurement code related to lobbying prohibitions in procurement, including contacting members of the City Commission or City management outside of the City's procurement office and its designated point of contact.

Where relevant, the Bidder further attests that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. § 1352 (the Byrd Anti-Lobbying Amendment) and 49 CFR Part 20.

AFFIANT

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____, by means of physical presence or online notarization who produced the following as identification _____ (type of identification) or is personally known to me.

My Commission Expires _____

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS IN PDF FORM AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

FORM 5: PUBLIC ENTITY CRIMES CERTIFICATION

**SWORN STATEMENT
PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES**

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PROCUREMENT AGENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____, by means of physical presence or online notarization who produced the following as identification _____ (type of identification) or is personally known to me.

My Commission Expires _____

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

FORM 6: SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of submission of its ITB to provide goods and services to the City that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in section 287.135, Florida Statutes, is not engaged in business operations in Cuba and Syria; and will not engage in "Boycott Israel" activities, as defined in section 215.4725 (1)(a), Florida Statutes, that result in bidder being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Bids.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR THE CITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____, by means of physical presence or online notarization who produced the following as identification _____ (type of identification) or is personally known to me.

My Commission Expires _____

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

[Remainder of page intentionally left blank]

FORM 7: W9

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

FORM 7: CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any Contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest-rooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed sub-contractors for specific time periods), the Bidder will obtain identical certifications from proposed sub-contractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause, and that he will retain such certification in his file.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(Corporate Seal)

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

Company Name

Mailing Address

City, State, Zip

(Area Code) Telephone Number

FORM 8: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF FLORIDA)
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the CITY OF BELLEAIR BEACH, FLORIDA or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Commission Expires: _____
Notary Public, State of Florida

FORM 9: STATEMENT OF BIDDER QUALIFICATIONS

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1. Name of Bidder: _____
- 2. Permanent Main Office _____
Address: _____
- 3. Organized Date: _____
- 4. If a Corporation,
Where Incorporated: _____
- 5. How many years has Bidder been engaged in business under present firm or trade name: _____
- 6. Contracts on hand: List schedule on separate sheet showing amount of each contract and the appropriate anticipated dates of completion.
- 7. List on a separate sheet the general character of work performed by Bidder's Company.
- 8. Has Bidder ever failed to complete any work awarded to them? YES NO
- 9. Has Bidder ever defaulted on a Contract? YES NO
- 10. List on a separate sheet similar projects recently completed by Bidder's Company, stating the approximate cost for each and the month and year completed.
- 11. List on a separate sheet the major equipment available for this Contract.
- 12. Credit available: \$ _____
- 13. Bank Reference: _____
- 14. Will Bidder, upon request, furnish a detailed financial statement: YES NO
- 15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Belleair Beach in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this ___ day of _____, 20__.

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

(Corporate Seal)

Company Name

SUBSCRIBED AND SWORN BEFORE ME AT:

Mailing Address

THIS ___ DAY OF _____ 20__

City, State, Zip

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

(Area Code) Telephone Number

FORM 10: FLORIDA TRENCH SAFETY ACT

BIDDER'S NAME: _____

Bidder acknowledges that included in the various items of the proposal in the total bid price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	<u>Trench Safety Measure Description</u>	<u>Units of Measure (LF, SY)</u>	<u>Unit Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				*Total	_____

* This total amount is incidental to the contract bid price and is provided only as bidder acknowledgement of the Florida Trench Safety Act. Failure to complete the above may result in the bid being declared non-responsive

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

Company Name

Mailing Address

City, State, Zip

(Area Code) Telephone Number

STATEMENT OF NO BID

CITY OF BELLEAIR BEACH, FLORIDA
444 Causeway Blvd
Belleair Beach, FLORIDA 33786

ATTENTION: Patricia Gentry, City Clerk

We, the undersigned, have declined to submit a Proposal for the referenced Bid for the following reason(s): (check as applicable)

- Opening date does not allow sufficient time to complete bid.
- We do not offer this item.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- Specifications are restrictive.
- We are unable to meet bond requirements.
- Other (Specify): _____

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

Company Name

Mailing Address

City, State, Zip

(Area Code) Telephone Number

NOTICE OF AWARD

**B23-01: STREET AND DRAINAGE IMPROVEMENTS
FROM 9TH STREET TO MORGAN DRIVE**

THIS NOTICE OF AWARD FOR WORK UNDER THE ABOVE IDENTIFIED CONSTRUCTION CONTRACT IS HEREBY ISSUED TO:

CONTRACTOR _____

CONTRACTORS ADDRESS _____

The City of Belleair Beach, represented by the undersigned, has considered the Bid Proposal submitted by the above listed Contractor for the work described in the Bid Document referenced above.

You are hereby notified that the City of Belleair Beach has accepted your Bid Proposal, in the amount of \$ _____, for the work described in the referenced Bid Document. You are required by this Notice and the Instructions to Bidders to execute the formal Contract with the City of Belleair Beach and to furnish the recorded Contractor's Performance Payment Bond, if applicable, and Insurance Certificates within ten (10) days from the date of delivery of this Notice or by the date of the pre-construction meeting, if applicable. If you fail to execute said Contract within the prescribed time the City of Belleair Beach will be entitled to consider all your rights arising out of the City's acceptance of your Proposal as abandoned and to award the work covered by this Bid Document to another Bidder, or to re-advertise the work, or otherwise dispose thereof as the City may see fit.

DATED this _____ day of _____, 2022.

FOR PROJECT OWNER/CITY:
THE CITY OF BELLEAIR BEACH, FLORIDA
444 Causeway Blvd
Belleair Beach, Florida 33786

SIGNATURE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT OF ACCEPTANCE OF
NOTICE OF AWARD:

FOR THE CONTRACTOR:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

NOTICE TO PROCEED

B23-01: STREET AND DRAINAGE IMPROVEMENTS FROM 9TH STREET TO MORGAN DRIVE

THIS NOTICE TO PROCEED WITH WORK UNDER THE ABOVE IDENTIFIED CONSTRUCTION CONTRACT IS HEREBY ISSUED TO:

CONTRACTOR _____

CONTRACTOR'S ADDRESS _____

YOU ARE HEREBY NOTIFIED to proceed with the work specified in the above referenced Contract in accordance with the Terms and Conditions of the Contract Documents in accordance with the established schedule as detailed below. Be advised that this Contract does contain Liquidated Damages in the sum of \$300.00 for each consecutive calendar day thereafter that the work remains incomplete after date established for substantial completion and \$150.00 for each consecutive day that work remains incomplete after date is established for final completion.

Contract Start Date: _____

Substantial Completion Date: _____

Final Contract Completion Date: _____

Contract Period: _____

Purchase Order No. _____

Prior to occupying the site and commencing work, the Contract Documents require that you deliver to the CITY OF BELLEAIR BEACH, Certificates of Insurance as identified in the General Specifications and any Licenses required by the State of Florida, Pinellas County or a local Municipality.

The City's designated Authorized Representative for this contract is: Community Services Administrator. Before the commencement of any work at the project site, please provide for or meet the following additional requirements: _

DATED this ____ day of _____, 20____.

FOR PROJECT OWNER/CITY:
THE CITY OF BELLEAIR BEACH, FLORIDA
444 Causeway Blvd
Belleair Beach, Florida 33786

ACKNOWLEDGMENT OF ACCEPTANCE OF
NOTICE TO PROCEED:

FOR THE CONTRACTOR:

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CONTRACTOR'S RELEASE – FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS that _____ (Contractor) of _____, County of _____ and State of Florida, do hereby acknowledge that _____ (Contractor) this day has had and received of and from the City of Belleair Beach (Owner) and sum of One Dollar and other valuable consideration in full satisfaction and payment of all sums of money owing, payable, and belonging to _____ (Contractor) by any means whatsoever, for on account of a certain Contract between the said CITY OF BELLEAIR BEACH, FLORIDA (Owner) and _____ (Contractor) dated _____.

NOW THEREFORE, the said _____ (Contractor) (for myself, my heirs, executors, and administrators) for itself, its successors and assigns) do by these presents remise, release, quitclaim, and forever discharge the said CITY OF BELLEAIR BEACH, FLORIDA (Owner) its successors and assigns, of and from all claims and demands arising from or in connection with the said Contract dated _____, and of and from all, and all manner of action and actions, cause, and causes of action and actions, suits, debts, dues, sums, and sum of money, accounts, reckonings, bonds, bill, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said CITY OF BELLEAIR BEACH, FLORIDA (Owner) its successors or assigns, ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors, and assigns) hereafter can, shall, or may have, for upon, or by reason of any matter cause or think whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF, _____ (Contractor) has caused these presents to be duly executed the ____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

_____(Seal)
(Individual Contractor)

_____(Seal)
(Partnership Contractor)

(By: _____ Seal)
(Partner)

Attest:

(Corporation)

(Secretary)
(Corporate Seal)

By: _____
(President or Vice President)

TECHNICAL SPECIFICATIONS

for

City of Belleair Beach- STREET IMPROVEMENTS FROM 9TH STREET TO MORGAN DRIVE

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100 SERIES: GENERAL

101. SCOPE OF WORK

Project Name: STREET IMPROVEMENTS FROM 9TH STREET TO MORGAN DRIVE

Project Number: **B23-01**

Scope of Work:

The 9TH Street to Morgan Drive Stormwater and Roadway Improvement Project includes the Mill and Resurfacing of approximate 26,181 Square Yard of residential roadway, curb replacement, stormwater collection improvements including installation of 7 inlets, replacing inlet tops, installation of 111 Linal feet of stormwater culverts, clear debris and remove barnacles from stormwater culverts. Furnish all labor, materials, equipment, hardware, and incidentals to complete the project, per the Gemini Engineering and Sciences Construction Plans and Specifications, Job number 23027

Contract Period: 365 Consecutive Calendar Days

102. FIELD ENGINEERING

102-1. LINE AND GRADE PERFORMED BY THE CONTRACTOR

Unless otherwise specified, the Contractor shall provide and pay for field survey service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such survey services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the State of Florida. The Contractor shall provide three (3) complete sets of As-built Surveys to the Town Engineer prior to final payment being made.

102-1.1. GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings or provided by the City. Control points (for alignment only) shall be established by the Surveyor. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of construction work, the Contractor shall have them referenced and reset by a Professional Land Surveyor licensed in the State of Florida.

102-1.2. LAYOUT DATA

The Contractor shall layout the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept in notebooks and furnished to the City with the record drawings for the project.

103. DEFINITION OF TERMS

For the Purpose of these Technical Specifications, the Definition of Terms from page 7 of this contract document shall apply.

For the purpose of the Estimated Quantities, the Contractor's attention is called to the fact that the estimate of quantities as shown on the Proposal is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. The City does not assume any responsibility that the final quantities will remain in strict accordance with estimated quantities nor shall the Contractor plead misunderstandings or deception because of such estimate of quantities or of the character or location of the work or of other conditions or situations pertaining thereto.

103-1. REFERENCE STANDARDS

Reference to the standards of any technical society, organization, or associate, or to codes of local or state authorities, shall mean the latest standard, code, specification, or

tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

The most stringent specification prevails in the case where more than one specification is referenced for the same task.

Contractor shall utilize applicable FDOT Standards and Specifications for tasks that are not covered by City's Standards and Specifications.

104. STREET CROSSINGS, ETC.

At such crossings, and other points as may be directed by the Engineer, trenches shall be bridged in an open and secure manner, so as to prevent any serious interruption of travel upon the roadway or sidewalk, and also to afford necessary access to public or private premises. The material used, and the mode of constructing said bridges, and the approaches, thereto, must be satisfactory to the Engineer.

The cost of all such work must be included in the cost of the trench excavation.

105. AUDIO/VIDEO RECORDING OF WORK AREAS

105-1. CONTRACTOR TO PREPARE AUDIO/VIDEO RECORDING

Prior to commencing work, the Contractor shall have a continuous color audio/video recording taken along the entire length of the Project including all affected project areas. Streets, easements, rights-of-way, lots or construction sites within the Project must be recorded to serve as a record of pre-construction conditions.

105-2. SCHEDULING OF AUDIO/VIDEO RECORDING

The video recordings shall not be made more than twenty-one (21) days prior to construction in any area.

105-3. PROFESSIONAL VIDEOGRAPHERS

The Contractor shall engage the services of a professional videographer. The color audio/video recording shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio/video recording documentation.

105-4. EQUIPMENT

All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor. The total audio/video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity and be free from distortion and interruptions. In some instances, audio/video coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking.

105-5. RECORDED AUDIO INFORMATION

Each recording shall begin with the current date, project name and be followed by the general location, i.e., viewing side and direction of progress. Accompanying the video recording of each video shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator or aide, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversations.

105-6. RECORDED VIDEO INFORMATION

All video recordings must continuously display transparent digital information to include the date and time of recording. The date information shall contain the month, day and year. The time information shall contain the hour, minutes and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, contract number, direction of travel and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen. Camera pan, tilt, zoom-in and zoom out rates shall be sufficiently controlled such that recorded objects will be clearly viewed during video playback. In addition, all other camera and recording system controls, such as lens focus and aperture, video level, pedestal, chrome, white balance, and electrical focus shall be properly controlled or adjusted to maximize picture quality.

105-7. VIEWER ORIENTATION

The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views of all visible house and business addresses shall be utilized. In areas where the proposed construction location will not be readily apparent to the video viewer, highly visible yellow flags shall be placed by the Contractor in such a fashion as to clearly indicate the proposed centerline of construction. When conventional wheeled vehicles are used as conveyances for the recording system, the vertical distance between the camera lens and the ground shall not exceed ten feet (10'). The camera shall be firmly mounted such that transport of the camera during the recording process will not cause an unsteady picture.

105-8. LIGHTING

All recording shall be done during time of good visibility. No videoing shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

105-9. SPEED OF TRAVEL

The average rate of travel during a particular segment of coverage shall be directly proportional to the number, size and value of the surface features within the construction

area's zone of influence. The rate of speed in the general direction of travel of the vehicle used during videoing shall not exceed forty-four (44) feet per minute.

105-10. VIDEO LOG/INDEX

All videos shall be permanently labeled and shall be properly identified by video number and project title. Each video shall have a log of that video's contents. The log shall describe the various segments of coverage contained on the video in terms of the names of the streets or location of easements, coverage beginning and end, directions of coverage, video unit counter numbers, engineering survey or coordinate values (if reasonably available) and the date.

105-11. AREA OF COVERAGE

Video coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, drainage system features, mailboxes, landscaping, culverts, fences, signs, Contractor staging areas, adjacent structures, etc., within the area covered by the project. Of particular concern shall be the existence of any faults, fractures, or defects. Taped coverage shall be limited to one side of the Site, street, easement or right of way at any one time.

105-12. COSTS OF VIDEO SERVICES

The cost to complete the requirements under this section shall be included in the contract items provided in the proposal sheet. There is no separate pay item for this work.

106. STREET SIGNS

The removal, covering or relocation of street signs by the Contractor is prohibited.

All street signs shall be removed, covered or relocated by the City's Public Works Division in accordance with Sections 700, 994, 995, and 996 of FDOT's Standard Specifications.

The Contractor shall notify the City's a minimum of twenty-four (24) hours in advance of the proposed sign relocation, covering or removal.

107. WORK ZONE TRAFFIC CONTROL

107-1. CONTRACTOR RESPONSIBLE FOR WORK ZONE TRAFFIC CONTROL

The Contractor shall be responsible to furnish, operate, maintain and remove all work zone traffic control associated with the Project, including detours, advance warnings, channelization, hazard warnings and any other necessary features, both at the immediate work site and as may be necessary at outlying points.

107-2. WORK ZONE TRAFFIC CONTROL PLAN

The Contractor shall prepare a detailed traffic control plan designed to accomplish the level of performance outlined in the Scope of the Work and/or as may be required by

construction permits issued by Pinellas County and/or the Florida Department of Transportation for the Project, incorporating the methods and criteria contained in Part VI, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations in the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and adopted as amended by the Florida Department of Transportation, or most recent addition. This plan shall be reviewed and approved by City personnel regardless if MOT plan details are included in the contract plans.

107-2.1. WORK ZONE SAFETY

The general objectives of a program of work zone safety are to protect workers, pedestrians, bicyclists and motorists during construction and maintenance operations. This general objective may be achieved by meeting the following specific objectives:

- Provide adequate advance warning and information regarding upcoming work zones.
- Provide the driver clear directions to understanding the situation they will be facing as the driver proceeds through or around the work zone.
- Reduce the consequences of an out of control vehicle.
- Provide safe access and storage for equipment and material.
- Promote speedy completion of projects (including thorough cleanup of the site).
- Promote use of the appropriate traffic control and protection devices.
- Provide safe passageways for pedestrians through, in, and/or around construction or maintenance work zones.

Per the 2014 Design Standards (DS), Index 600 or latest revision:

“When an existing pedestrian way or bicycle way is located within a traffic control work zone, accommodation must be maintained and provision for the disabled must be provided. Only approved pedestrian longitudinal channelizing devices may be used to delineate a temporary traffic control zone pedestrian walkway. Advanced notification of sidewalk closures and marked detours shall be provided by appropriate signs.”

Per the 2014 Standard Specifications for Road and Bridge Construction or latest revision FDOT Design Standards (DS): 102-5 Traffic Control, 102-5.1 Standards, are the minimum standards for the use in the development of all traffic control plans.

107-3. ROADWAY CLOSURE GUIDELINES

Roadway types: Major Arterials, Minor Arterials, Local Collectors, and Local

Following are typical requirements to be accomplished prior to closure. The number of requirements increases with traffic volume and the importance of access. Road closures affecting business or sole access routes will increase in process requirements as appropriate. For all but local streets, no road or lane closures are allowed during the Christmas holiday season and the designated “Spring Break” season without prior approval by the City.

107-3.1. ALL ROADWAYS

Obtain permits for Pinellas County or Florida Department of Transportation roadways.

Traffic control devices conform to national and state standards.

107-3.1.1. PUBLIC NOTIFICATION

Standard property owner notification prior to start of construction for properties directly affected by the construction process.

107-3.2. MAJOR ARTERIALS, MINOR ARTERIALS, LOCAL COLLECTORS

Consult with City staff for preliminary traffic control options.

Develop Formal Traffic Control Plan for Permit Submittal to Regulatory Agency as necessary.

107-3.2.1. PUBLIC NOTIFICATION

Message Board Display, Minimum of seven (7) day notice period prior to road closure and potentially longer for larger highway. The message board is to be provided by the Contractor.

The Message Board may need to be displayed for a period longer than seven (7) days.

107-4. APPROVAL OF WORK ZONE TRAFFIC CONTROL PLAN

The Contractor is invited and encouraged to confer in advance of bidding, and is required, as a specification of the work, to confer in advance of beginning any work on the Project, with the City's Community Service Director, telephone (727) 595-4646 ext 123 for the purpose of approval of the Contractor's proposed detailed traffic control plan. All maintenance of traffic (MOT) plans shall be signed and sealed by a Professional Engineer or an individual who is certified in the preparation of MOT plans in the State of Florida.

107-5. INSPECTION OF WORK ZONE TRAFFIC CONTROL OPERATION

The City's Community Service Director may inspect and monitor the traffic control plan and traffic control devices of the Contractor. The City's Construction Inspector assigned to the project, may make known requirements for any alterations or adjustments to the traffic control devices. The Contractor shall take direction from the Project Engineer or Project Inspector.

107-6. PAYMENT FOR WORK ZONE TRAFFIC CONTROL

Payment for work zone traffic control is a non-specific pay item to be included in the construction costs associated with other specific pay items unless specifically stated otherwise.

107-7. CERTIFICATION OF WORK ZONE TRAFFIC CONTROL SUPERVISOR

The City may require that the Supervisor or Foreman controlling the work for the Contractor on the Project have a current International Municipal Signal Association, Work Zone Traffic Control Safety Certification or Worksite Traffic Supervisor Certification from the American Traffic Safety Association with additional current Certification from the Florida Department of Transportation. This requirement for Certification will be noted in the Scope of Work and/or sections of these Technical Specifications. When the certified supervisor is required for the Project, the supervisor will be on the Project site at all times while work is being conducted.

The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a twenty-four (24) hour period.

The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.

Failure of the Worksite Traffic Supervisor to comply with the provisions of this Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance and safety.

108. OVERHEAD ELECTRIC LINE CLEARANCE

108-1. CLEARANCE OPTIONS

When working in the vicinity of overhead power lines, the Contractor shall utilize one of the following options:

Option 1 - Having the power lines de-energized and visibly grounded.

Option 2 - Maintaining a minimum distance of twenty feet (20') of clearance for voltages up to 350 kV and fifty feet (50') of clearance for voltages more than 350 kV.

Option 3 - Determine the line voltage and provide clearance in accordance with the following table.

108-2. REQUIRED MINIMUM CLEARANCE DISTANCES

VOLTAGE (nominal, kV, alternating current)	MINIMUM CLEARANCE DISTANCE (feet)
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SECTION VI – Technical Specifications

Up to 50	10
Over 50 to 200	15
Over 200 to 350	20
Over 350 to 500	25
Over 500 to 750	35
Over 750 to 1,000	45
Over 1,000	(as established by the utility owner/operator or registered professional engineer who is a qualified person with respect to electric power transmission and distribution)

Note: The value that follows “to” is up to and includes that value. For example, over 50 to 200 means up to and including 200kV.

200 SERIES: SITWORK

201. EXCAVATION FOR UNDERGROUND WORK

The Contractor is responsible to take all necessary steps to conduct all excavation in a manner which provides for the successful completion of the proposed work while at all times maintaining the safety of the workmen, the general public and both public and private property. The Contractor's methods of work will be consistent with the standard practices and requirements of all appropriate Safety Regulatory Agencies, particularly the Occupational Safety and Health Administration (OSHA) requirements for excavation. Unless otherwise specifically stated in these plans and specifications, the methods of safety control and compliance with regulatory agency safety requirements are the full and complete responsibility of the Contractor.

For the purposes of the Contractor's safety planning in the bidding process, the contractor is to consider all excavation to be done in the performance of this contract to be in soil classified as OSHA "Type C". The Contractor's attention is called to specific requirements of OSHA for excavation shoring, employee entry, location of excavated material adjacent to excavation, the removal of water from the excavation, surface encumbrances and in particular the requirement of a "Competent Person" to control safety operations. The Contractor will identify their Competent Person to City staff at the start of construction.

City staff is required from time to time to perform inspections, tests, survey location work, or other similar activity in an excavation prepared by the Contractor. City staff, in conformance with the OSHA Excavation Safety Requirements, is to only enter an excavation in compliance with these OSHA standards. The City's staff reserve the option to refuse entry into the Contractor's excavation if, in the opinion of the City's staff, the entry into the Contractor's excavation is unsafe or does not conform to OSHA requirements. If this circumstance occurs, the Contractor must either provide the necessary safety requirements or provide alternate means for the accomplishment of the City's work at the Contractor's expense.

The construction quantities, if any, contained in the bid proposal for this contract do not contain sufficient quantities to allow the Contractor to perform excavation work using strictly the "open cut" method whereby no shoring systems are used and trench side slopes are cut to conform to OSHA safety requirements without a shoring system. In addition to safety reasons, the Contractor is required to use excavation and trench-shoring methods in compliance with all safety requirements which allow the Contractor to control the amount of restoration work necessary to complete the project.

Not more than four hundred feet (400') of trench shall be opened at one time in advance of the completed work unless written permission is received from the Engineer for the distance specified. For pipe installation projects, the trench shall be a minimum of six inches (6") wider on each side than the greatest external horizontal width of the pipe or conduit, including hubs, intended to be laid in them. The bottom of the trench under each pipe joint shall be slightly hollowed, to allow the body of the pipe to rest throughout its length. In case a trench is excavated at any place, excepting at joints, below the grade of its bottom as given, or directed by the Engineer, the filling and compaction to grade shall be done in such manner as the Engineer shall direct, without compensation.

201-1. EXCAVATION, BACKFILLING, AND COMPACTION FOR UNDERGROUND INFRASTRUCTURE

201-1.1. GENERAL

Scope of Work: The work included under this Section consists of dewatering, excavating, trenching, sheeting/shoring, grading, backfilling, and compacting those soil materials required for the construction of the structures, piping, ditches, utility structures and appurtenances as shown on the Drawings and specified herein.

Definitions:

- A. Maximum Density: Maximum weight in pounds per cubic foot of a specific material as determined by ASTM D1557.
- B. Optimum Moisture Content: The optimum moisture content shall be determined by ASTM D 1557 specified to determine the maximum dry density for relative compaction. Field moisture content shall be determined on the basis of the fraction passing the 3/4-inch sieve.
- C. Rock Excavation: Excavation of any hard-natural substance which requires the use of special impact tools such as jack hammers, sledges, chisels, or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery.
- D. Suitable Soil Materials: Suitable materials for fills shall be a non-cohesive, non-plastic granular local sand and shall be free from vegetation, organic material, marl, silt or muck and shall be classified as A-1, A-3 or A-2-4 in accordance with AASHTO Designation M-145. Not more than 10 percent (%) by weight of fill material shall pass the No. 200 Sieve. The Contractor shall furnish all additional fill material required.
- E. Unsuitable Soil Materials: Unsuitable materials are classified as A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, A-7, and A-8 in accordance with AASHTO Designation M-145.

Plan for Earthwork:

- A. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater conditions, the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract according to the General Conditions.
- B. Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations, including maintenance of traffic, to the Engineer and the city for review and approval. The Contractor shall consider, and his plan for excavation shall reflect, the equipment and methods to be employed in the excavation. The prices established in the Proposal for the work to be done will reflect all costs pertaining to the work. No claims for extras based on substrata or groundwater table conditions shall be allowed.

Trench Safety:

- A. All trench excavations which exceed 5 feet in depth shall comply at all times with the applicable trench safety standards as stated in the OSHA excavation safety standards 29 CFR S. 1926.650 Subpart P as regulated and administered by the Florida Department of Labor and Employment Security as the “Florida Trench Safety Act”.

- B. The Contractor shall comply with all of the requirements of the Florida Trench Safety Act. The Contractor shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act.

Testing: A Certified Testing Laboratory employed by the Contractor shall make such tests as are required to demonstrate compliance with these specifications. The Contractor shall schedule his work to permit a reasonable time for testing before placing succeeding lifts and shall keep the laboratory informed of his progress. All costs for all testing shall be paid by the Contractor.

Changed Job Conditions: If, in the opinion of the Engineer or the city Representative, conditions encountered during construction warrant a change in the structure footing elevation, or in the depth of removal of unsuitable material from that indicated in the soils report, an adjustment will be made in the contract price as provided in the General and Special Conditions.

Utility Construction Surveys:

- A. Prior to commencing excavation, backfill or dewatering for utilities, the Contractor shall conduct a survey of those existing structures which, in the opinion of the Engineer, may be subject to settlement or distress resulting from excavation or dewatering operations.
- B. The Contractor shall monitor the structures surveyed to ascertain evidence of settlement or distress during construction. If settlement or distress becomes evident, the Contractor shall be required to repair the structures to the previous condition to the satisfaction of the Engineer and the city. All costs for repairs shall be paid by the Contractor.

Submittals:

- A. Submit to the Engineer for review the proposed methods of construction, including dewatering, excavation, bedding, filling, compaction, and backfilling for the various portions of the work. Review shall be for method only. The Contractor shall remain responsible for the adequacy and safety of the methods.
- B. Submit to the Engineer for review and approval the sieve analyses and soil classifications completed by the Geotechnical Engineer hired by the Contractor, for materials to be used for pipe bedding and trench and structural backfill including Structural Fill, Class I and Class II soil materials, Crushed Stone bedding materials and Coarse Sand materials.
- C. Submit to the Engineer for review, the soil compaction results

201-1.2. MATERIALS

General Requirements:

- A. All fill materials from on and off-site sources shall be subject to the approval of the Engineer and the city.
- B. All fill material shall be unfrozen and free of organic material, trash, or other objectionable material. Excess or unsuitable material as designated by the Engineer shall be removed from the job site by the Contractor.

Common Fill Materials:

- A. Common fill shall be sand, free of clay, organic material, muck, loam, wood, trash and other objectionable material which may be compressible, or which cannot be compacted properly. It shall not contain stones, rock, concrete or other rubble larger than 1-1/2-inches

in diameter. It shall have physical properties which allow it to be easily spread and compacted.

- B. Common fill shall be no more than 10 percent by weight finer than the No. 200 mesh sieve.
- C. The Contractor shall utilize as much excavated material as possible for reuse as backfill material in accordance with the Contract Drawings and Project Specifications or as directed by the Engineer.
- D. The Engineer shall direct the Contractor on the type of material allowed in certain sections of the earthwork operations.

202. OBSTRUCTIONS

Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the Contractor to the satisfaction of the Engineer and the owner thereof. Any survey monument or benchmark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any concrete removed due to construction requirements shall be removed to the nearest expansion joint or by saw cut. Contractor shall consult Inspector for the approved means.

203. DEWATERING

203-1. GENERAL

Unless specifically authorized by the Engineer, all pipe, except subdrains, shall be laid "in the dry". The Contractor shall dewater trench excavation as required for the proper execution of the work, using one or more of the following approved methods: well point system, trenched gravity underdrain system, or sumps with pumps.

Well point systems must be efficient enough to lower the water level in advance of the excavation and maintain it continuously in order that the trench bottom and sides shall remain firm and reasonably dry. The well points shall be designed especially for this type of service, and the pumping unit used shall be capable of maintaining a high vacuum, and at the same time, of handling large volumes of air as well as of water.

The Contractor shall be responsible for disposing of all water resulting from trench dewatering operations, and shall dispose of the water without damage or undue inconvenience to the work, the surrounding area, or the general public. Contractor shall not dam, divert, or cause water to flow in excess in existing gutters, pavements or other structures: and to do this Contractor may be required to divert the water to a suitable place of discharge as may be determined by the Engineer. Where possible, Contractor may contain produced groundwater on the project site, a dewatering plan must be submitted to the City for approval if a discharge permit is not obtained or required.

The cost of dewatering shall be included in the unit price bid per linear foot of pipe, or, in the case of other underground structures, in the cost of such structures.

203-2. PERMIT REQUIREMENTS

203-2.1. DEWATERING DISCHARGE

The Contractor shall be responsible for submitting the Notice of Intent to use the Generic Permit for the Discharge of Groundwater from Dewatering Operations and associated fee in accordance with Florida DEP Requirements, F.A.C. 62-621.300(2)(b) prior to discharging of produced groundwater into the City’s streets, storm sewers or waterways.

Prior to construction, a dewatering plan must be prepared and submitted to the City for review. It shall include site-specific notes and details presenting the Contractor’s proposed dewatering and disposal methods. The City will field-inspect the dewatering operation throughout construction.

204. UNSUITABLE MATERIAL REMOVAL

All unsuitable material, such as muck, clay, rock, etc., shall be excavated from under pipes, structures and roadways and removed from the site. All material removed is property of the Contractor, who shall dispose of said material off-site at their expense. The limits and depths of the excavation shall be determined in the field by the Engineer.

204-1. BASIS OF MEASUREMENT

The basis of measurement shall be the amount of cubic yards of clean fill placed as determined by either cross sections of the excavation, truck measure, or lump sum as specified in the Scope of Work and Contract Proposal. Included in the cost of cubic yards of suitable material placed is the removal, hauling and disposal of unsuitable material.

204-2. BASIS OF PAYMENT

The unit price for the removal of unsuitable material shall include: all materials, equipment, tools, labor, disposal, hauling, excavating, dredging, placing, compaction, dressing surface and incidentals necessary to complete the work. If no pay item is given, the removal of unsuitable material shall be included in the most appropriate bid item.

205. UTILITY TIE IN LOCATION MARKING

The tie in locations for utility laterals of water, sanitary sewer, and gas shall be plainly marked on the back of the curb. Marking placed on the curb shall be perpendicular with respect to the curb of the tie in location on the utility lateral. Marks shall not be placed on the curb where laterals cross diagonally under the curb. The tie in location shall be the end of the utility lateral prior to service connection.

Markings shall be uniform in size and shape and colors in conformance with the code adopted by the American Public Works Association as follows:

SAFETY RED	Electric power, distribution & transmission Municipal Electric Systems
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HIGH VISIBILITY SAFETY YELLOW	Gas Distribution and Transmission Oil Distribution and Transmission Dangerous Materials, Produce Lines, Steam Lines
SAFETY ALERT ORANGE	Telephone and Telegraph Systems Police and Fire Communications Cable Television
SAFETY PRECAUTION BLUE	Water Systems, Slurry Pipe Lines and Potable Water
SAFETY GREEN	Sewer Systems
LAVENDER	Reclaimed Water, Irrigation and Slurry Lines
WHITE	Proposed Excavation
PINK	Temporary Survey Markings

Marks placed on curbs shall be rectangular in shape and placed with the long dimension perpendicular to the flow line of the curb. Marks placed on valley gutter and modified curb shall be six inch (6") x three inch (3") and placed at the back of the curb. Marks placed on State Road and vertical curb shall be four inch (4") x two inch (2") and be placed on the curb face.

206. CLEARING AND GRUBBING

The work included in this specification includes the removal and disposal of all structures, appurtenances, asphalt, concrete, curbs, walls, trees, roots, vegetation, boulders, conduits, poles, posts, pipes, inlets, brush, stumps, debris and other obstructions resting on or protruding through the ground surface necessary to prepare the area for construction.

Clearing and grubbing shall be performed in accordance with Section 110 of FDOT's Standard Specifications. Unless otherwise specified in the contract documents, the Contractor shall take ownership of all removed material and dispose of them off-site in accordance with all Local, State and Federal Requirements.

206-1. BASIS OF MEASUREMENT

The basis of measurement shall be either a lump sum quantity or the number of acres cleared and grubbed as specified on the plans or directed by the Engineer.

206-2. BASIS OF PAYMENT

The pay item for clearing and grubbing shall include: all removal and disposal of materials and structures as well as all materials, hauling, equipment, tools, labor, leveling of terrain, landscape trimming and all incidentals necessary to complete the work.

207. EROSION AND SEDIMENT CONTROL

207-1. GENERAL

Erosion and sediment control shall conform to the requirements of the FDOT Standard Specifications for Prevention, Control, and Abatement of Erosion and Water Pollution. Contractor shall use temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual).

207-2. TRAINING OF PERSONNEL

The City may require that the Supervisor or Foreman controlling the work for the Contractor on the Project have a current Florida Department of Environmental Protection (FDEP) Florida Stormwater, Erosion, and Sedimentation Control Inspector Training & Certification. All personnel working on the Project shall complete illicit discharge training once per calendar year. Contractor shall provide documentation to the City prior to Notice To Proceed. Example of training and training sign-in sheet will be provided by the City to the Contractor at the Pre-Construction Meeting.

207-3. STABILIZATION OF DENUDED AREAS

No disturbed area may be denuded for more than thirty (30) calendar days unless otherwise authorized by the City. During construction, denuded areas shall be covered by mulches such as straw, hay, filter fabric, seed and mulch, sod, or some other temporary vegetation. Within sixty (60) calendar days after final grade is established on any portion of a project site, that portion of the site shall be provided with established permanent soil stabilization measures per the original site plan, whether by impervious surface or landscaping.

207-4. PROTECTION AND STABILIZATION OF SOIL STOCKPILES

Fill material stockpiles shall be protected at all times by on-site drainage controls which prevent erosion of the stockpiled material. Control of dust from such stockpiles may be required, depending upon their location and the expected length of time the stockpiles will be present. In no case shall an unstabilized stockpile remain after thirty (30) calendar days.

207-5. PROTECTION OF EXISTING STORM SEWER SYSTEMS

During construction, all storm sewer inlets in the vicinity of the project shall be protected by temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual).

207-6. SWALES, DITCHES AND CHANNELS

All swales, ditches and channels leading from the site shall be sodded within three (3) days of excavation. All other interior swales, etc., including detention areas will be sodded prior to issuance of a Certificate of Occupancy.

207-7. UNDERGROUND UTILITY CONSTRUCTION

The construction of underground utility lines and other structures shall be done in accordance with the following standards: no more than 400 linear feet of trench shall be open at any one time; and, wherever consistent with safety and space consideration, excavated material shall be cast to the uphill side of trenches. Trench material shall not be cast into or onto the slope of any stream, channel, road ditch or waterway.

207-8. MAINTENANCE

All erosion and siltation control devices shall be checked regularly, especially after each rainfall and will be cleaned out and/or repaired as required.

207-9. COMPLIANCE

Failure to comply with the aforementioned requirements may result in a fine and/or more stringent enforcement procedures such as (but not limited to) issuance of a "Stop Work Order".

208. CONSTRUCTION AND REPAIR OF SEAWALLS AND OTHER BEACH EROSION CONTROL STRUCTURES.

Other beach erosion control structures, accompanied by a certified survey showing the location of the groin or other beach erosion control structure and adjoining groins or other beach erosion control structures, shall be presented to the city council for final approval. Where steps are necessary to provide access along the beach to the public, then such steps shall be shown as part of the plan for groin construction prior to issuance of the permit, and such steps shall be constructed and maintained in a safe condition at all times.

208-1. EXISTING SEAWALLS AND REVETMENTS

Existing seawalls and revetments on natural waterbodies may be replaced with a revetment or with a vertical seawall with the provision of rip rap placed at the base of the wall up to the mean high water line for the entire length of the seawall. Revetments and seawalls may be replaced with a vertical seawall in manmade waterbodies, provided that the seawall is within the property line and maintains the established shoreline.

208-2. POST CONSTRUCTION SURVEY

Prior to final inspection and approval of a new or replacement seawall or seawall cap, a post-construction survey shall be required. Repairs of existing seawalls and seawall caps which do not alter the height or location shall not be subject to this requirement.

209. WORK IN EASEMENTS OR PARKWAYS

Restoration is an important phase of construction, particularly to residents affected by the construction progress.

The Contractor will be expected to complete restoration activities within a reasonable time following primary construction activity. Failure by the Contractor to accomplish restoration within a reasonable time shall be justification for a temporary stop on primary construction activity or a delay in approval of partial payment requests.

Reasonable care shall be taken for existing shrubbery. Contractor shall replace all shrubbery removed or disturbed during construction. No separate payment shall be made for this work.

The Contractor shall make provision and be responsible for the supply of all water, if needed, on any and all phases of the contract work. The Contractor shall not obtain water from local residents or businesses except as the Contractor shall obtain written permission.

300 SERIES: MATERIALS

301. CONCRETE

The Contractor shall notify the Construction Inspector or City a minimum of twenty-four (24) hours in advance of all concrete placement.

Unless otherwise noted elsewhere or directed, the following requirements shall be adhered to:

All concrete work shall be performed in accordance with the latest editions of the Design and Control of Concrete Mixtures by the Portland Cement Association, the American Concrete Institute, and FDOT's Standard Specifications. Unless otherwise specified, all concrete shall have fiber mesh reinforcing and have a minimum compressive strength of 3000 p.s.i. at twenty-eight (28) days. The cement type shall be Type I and shall conform to AASHTO M-85. The aggregate shall conform to ASTM C-33. All ready mix concrete shall conform to ASTM C-94. The slump for all concrete shall be in the range of three inches (3") to five inches (5"), except when admixtures or special placement considerations are required.

All concrete shall be tested in the following manner:

Placement of less than five cubic yards (5 cy) shall be tested at the Engineer's discretion. Otherwise, for each class, for each day, for every 50 cy or part thereof exceeding five cubic yards (5 cy), one set of three (3) compressive strength cylinders will be required (1 at 7 days and 2 at 28 days). At the discretion of the Engineer, unacceptable test results may require the Contractor to provide further tests, as determined by the Engineer, to determine product acceptability, or need for removal, and compensation or denial thereof.

302. EXCAVATION AND FORMS FOR CONCRETE WORK

302-1. EXCAVATION

Excavating for concrete work shall be made to the required depth of the subgrade or base upon which the concrete is to be placed. The base or subgrade shall be thoroughly compacted to a point six inches (6") outside said concrete work before the forms are placed.

302-2. FORMS

Forms for concrete work shall be either wood or metal, except curbs. Curb forms shall be metal only, unless at radius, intermittent sections less than ten (10) linear feet or by written permission from Engineer. They shall be free from warps or bends, shall have a depth equal to the dimensions required for the depth of the concrete deposited against them and shall be of sufficient strength when staked to resist the pressure of concrete without moving or springing.

303. REINFORCEMENT

When required, reinforcement shall be placed in the concrete work. Bar reinforcement shall be deformed: ASTM-A 615, steel shall be billet Intermediate or Hard Grade: Rail Steel A.A.S.H.T.O. M42. Twisted Bars shall not be used, Fabric Reinforcement shall conform to the requirements of AASHTO M55 (ASTM A185). Welded deformed steel wire fabric for Concrete reinforcement shall meet the requirements of AASHTO M 221 (ASTM A497). Welded wires shall be elevated by the use of chairs. Epoxy coated reinforcing Steel Bars shall meet ASTM A775/A77 requirements.

303-1. BASIS OF PAYMENT

Reinforcement shall not be paid for separately. The cost of such work shall be included in the contract unit price for the item of work specified.

304. BACKFILL

304-1. MATERIALS AND GENERAL

Material for backfill other than under Gabion mattress shall be carefully selected from the excavated material or from other sources as may be required by the Engineer. Such material shall be granular, free from clay, muck, organic matter or debris, contain no rocks or other hard fragments greater than three inches (3") in the largest dimension and all fill shall be similar material.

Material for backfill under Gabion mattress shall be an A-1 soil meeting AASHTO M145.

Backfill shall be carried up evenly in layer not exceeding eight inches (8") in thickness and shall be compacted into place by mechanical tamping before the next layer is applied. A hydro-hammer shall not be used for compaction. Backfill placed around pipes shall be carefully placed around the sides and top of pipe by hand shovels and thoroughly compacted to twelve inches (12") above the pipe by tamping or other suitable means.

For backfill in small areas that do not permit any type of tamping, Contractor may use flowable fill to achieve required density. Flowable fill shall adhere to Section 121 of FDOT specifications.

Where wet conditions are such that dewatering by normal pumping methods would not be effective, as determined by the Engineer, Contractor may use #57 stone (meeting FDOT's specifications) and hand tamping until backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical. Fully wrap the stones with a layer of Type D filter fabric of FDOT Index 199. Do not place stones within four feet (4') of the ends of trench or ditch; use normally accepted backfill material at the ends.

Where new cast-in-place concrete work is performed, do not place backfill until the specified twenty-eight (28) days compressive strength occurs.

Do not allow heavy construction equipment to cross over pipes or culverts until placing and compacting backfill material to the finished earthwork grade or to an elevation of at least four feet (4') above the top of the pipe or culvert.

The cost of backfill, flowable fill, alternative approved material for wet conditions, and extra dewatering effort to achieve required density, etc., shall be included in the contract unit price or lump sum price for the item of the work specified.

304-2. TESTING AND INSPECTION

Contractor shall employ and pay for the services of an independent testing laboratory, approved by the Owner, to perform density testing on backfilled material. All testing shall be witnessed by the Owner's Representative. The test shall be repeated until satisfactory results are obtained. The Contractor shall be charged for all retests and re-inspection services.

Backfill under all type of impervious areas and around structures: Backfill in these areas shall be compacted to a minimum of 98% Modified Proctor Test in accordance with ASTM D 1557 or ASSHTO T 180. Tests shall be performed up to the proposed bottom of pavement elevation.

Backfill outside of impervious areas: Backfill in these areas shall be compacted to a minimum of 95% Standard Proctor Test in accordance with ASTM D-698 or AASHTO T-99. Tests shall be performed up to the proposed finished grade.

Backfill Testing: The Contractor shall demonstrate the adequacy of backfill compaction by performing density testing. For each test location, density testing shall be performed at eight inch (8") lifts. The character of the backfill material will be observed during the excavation for density testing to determine conformance with the specifications. Density testing shall be performed using nuclear field density equipment or conventional weight-volume methods. If the weight-volume method is used, volume shall be determined by using the sand replacement test (ASTM D 1556) or liquid displacement methods (ASTM D 2167). If nuclear methods are used, the trench correction effect shall be accounted for by recalibrating the nuclear gauge on its calibration block at the location of each test prior to taking the density measurement. The Contractor shall furnish all equipment, tools, and labor to prepare the test site for testing.

Normal Testing Frequency: One test shall be performed for each one hundred feet (100') of backfill or fraction thereof or for each single run of pipe/culvert connecting two (2) successive structures whichever is less. The location of the test within each section shall be selected by the Owner's Representative. Testing shall progress as each one hundred foot (100') section is completed. Four (4) tests equally spaced around each structure shall be performed on each eight inch (8") lift. Testing which indicates that unacceptable material has been incorporated into the backfill, or that insufficient compaction is being obtained shall be followed by expanded testing to determine the limits of the unacceptable backfill.

Expanded Testing Requirements: If normal testing within a testing section indicates unacceptable backfill, the Owner's Representative may require additional testing within the same test section to determine the limits of unacceptable backfill. Additional testing required by the Owner's Representative shall be paid for by the Contractor and shall not exceed testing of four (4) additional locations within the test section. Unacceptable backfill within the limits established by the testing shall be removed and replaced by the Contractor at no additional cost to the Owner. Additional testing beyond that required may

be performed by the Contractor at his expense to further delineate limits of unacceptable backfill.

305. RIPRAP

The work included in this specification includes the construction of riprap as shown on the plans. The riprap shall be constructed per *Section 530 of FDOT's Standard Specifications* (latest edition).

305-1. BASIS OF MEASUREMENT

The basis of measurement for riprap will be weight, in tons, in surface dry natural state. The scales must be calibrated and certified by an independent party and carry a state certification.

305-2. BASIS OF PAYMENT

The pay item for sand-cement riprap shall include: all materials, testing, labor, grout, hauling, equipment, excavation, backfill, dressing and shaping for placement of sand-cement and all incidentals necessary to complete the work.

The pay item for rubble riprap shall include: all materials, required bedding stone, dressing and shaping for placement of bedding stone, filter fabric, testing, hauling, excavating, backfill, dressing and shaping for placement of rubble, and all incidentals necessary to complete the work. No payment will be granted if concrete or stone that exists on-site is used as rubble riprap.

306. FLOWABLE FILL

Flowable fill is used in backfill and to fill all abandoned pipelines that are not removed. Mains that need to be abandoned shall be cut, capped, and filled with flowable fill meeting the requirements specified herein. Flowable fill shall adhere to Section 121 of FDOT specifications (latest edition).

The Contractor shall be responsible for producing a flowable mixture using these guidelines and adjusting his mixture design as called for by circumstances or as may be directed by the Engineer.

General mix requirements are as follows:

Components	Excavatable	Non Excavatable	Cellular Concrete
Cement (lb/yd ³)	75-100	75-150	Min 150
Supplementary Cementitious Materials (lb/yd ³)	None	150-600	
Fine Aggregate	*	*	*
Water	**	**	**
Air	5-35%	5-15%	***
Unit Weight (lb/ft ³)	90-110	100-125	20-80
28 Day Compressive Strength	****	****	****

* Fine aggregate shall be proportioned to yield 1 cubic yard (yd³).

** Mix design shall produce a consistency that will result in a flowable self-leveling product at the time of placement

*** In cellular concrete, preformed foam shall be proportioned at the jobsite to yield 1 cubic yard in accordance with design requirements

**** The requirements for percent air, compressive strength, and unit weight are for laboratory designs only and are not intended for jobsite acceptance requirements

Weights for fine aggregate and water shall be adjusted according to cementitious content. The mix proportions shall be adjusted for removability, pumpability and flowability. If required, strength test data shall be provided prior to batching.

If required by the Engineer, the flowability can be measured by afflux time determined in accordance with ASTM C939/ C939M – 16a (latest edition) and shall be 30 seconds +/- 5 seconds as measured on mortar passing the No. 4 sieve. The equipment required to perform this test shall be provided by the Contractor.

The Contractor shall flush all raw sewage, sludge, debris, and water from the force mains prior to filling pipeline with flowable fill. If not discharged into a sanitary sewer system, the Contractor shall collect all flushing water and dispose of at a wastewater treatment facility. City Public Utilities Department IPP Coordinator and Director and/or Assistant Director must approve of the discharge into the collection system or wastewater treatment plant.

The Contractor must locate and verify all connections of the piping before filling the pipeline with flowable fill to avoid redirection and reconnection and report them to the Engineer. During placement of fill, compensate for irregularities in sewer pipe, such as obstructions, open joints, or broken pipe to ensure no voids remain unfilled.

Clean placement areas of sewer and water lines of debris that may hinder fill placement. Remove excessive amounts of sludge and other substances that may degrade performance of fill. Remove free water prior to starting fill placement.

All proposed new force mains shall be installed, pressure tested, and placed in-service prior to abandoning the existing force mains. All pipes shall be abandoned in a manner which results in the abandoned pipeline not being pressurized.

Flowable fill shall be produced and delivered using concrete construction equipment. Placing flowable fill shall be by chute, pumping or other methods approved by the Engineer.

The flowable fill shall be placed to the designated fill line without vibration or other means of compaction. Placement shall be avoided during inclement weather, e.g. rain or ambient temperatures below 40°F. The Contractor shall take all necessary precautions to prevent any damages caused by the hydraulic pressure of the fill during placement prior to hardening. Also, necessary means to confine the materials within the designated space shall be provided by the Contractor.

During placement of the fill, the Contractor is to avoid construction stoppage that would exceed the working time of the fill. If for any case that the fill would harden, the Contractor is responsible for properly installing fill into the abandoned pipeline from another location and shall meet the requirements specified herein.

A city Engineering Department Representative shall be present to witness the placement of flowable fill in abandoned pipelines. A 48-hour notice shall be given to the city before the placement of fill.

The flowable fill shall be proportioned and placed as specified herein. In general, the strength desired is the maximum hardness that can be excavated at a later date using conventional excavating equipment. No curing protection is required.

The fill shall be left undisturbed until material obtains sufficient strength. Sufficient strength is a minimum of 150 psi penetration resistance as measured using a handheld penetrometer. The penetrometer shall be provided by the Contractor.

All flowable fill areas subjected to traffic loads must have a durable riding surface.

Payment of the applicable lump sum price shall be full compensation for furnishing all labor, materials and equipment necessary and will include, but is not limited to the necessary costs associated with the installation of the flowable fill as shown in the Drawings and as described in the Contract Documents.

307. MATERIAL INDEPENDENT TESTING

The city shall have the right to have an independent testing laboratory select, test, and analyze, at the expense of the city, test specimens of any or all materials to be used. The results of such tests and analyses shall be considered, along with the tests or analyses made by the Contractor, to determine compliance with the applicable specifications for the materials so tested or analyzed. The Contractor hereby understands and accepts that wherever any portion of the work is discovered, as a result of such independent testing or investigation by the city, which fails to meet the requirements of the Contract documents, all costs of such independent inspection and investigation as well as all costs of removal, correction, reconstruction, or repair of any such work shall be borne solely by the Contractor.

400 SERIES: STORMWATER

401. RAISING OR LOWERING OF STORM DRAINAGE STRUCTURES

Storm Drainage Structures shall be raised or lowered as indicated on the plans or as indicated by the Engineer.

401-1. BASIS OF PAYMENT

Payment, unless covered by a bid item, shall be included in the cost of the work.

402. STORM SEWERS

All storm drain pipe installed within the City Belleair Beach shall be steel reinforced concrete unless otherwise approved by the City. Said pipe shall comply with Section 430 of FDOT Standard Specifications.

All reinforced concrete pipe joints shall be wrapped with Mirafi 140N filter fabric or equivalent (as approved by the City). The cost for all pipe joint wraps shall be included in the unit price for the pipe.

All pipe, just before being lowered into a trench, is to be inspected and cleaned. If any difficulty is found in fitting the pieces together, this fitting is to be done on the surface of the street before laying the pipe, and the tops plainly marked in the order in which they are to be laid. No pipe is to be trimmed or chipped to fit. Each piece of pipe is to be solidly and evenly bedded, and not simply wedged up. Before finishing each joint, some suitable device is to be used to find that the inverts coincide and pipe is clear throughout.

402-1. TESTING AND INSPECTION

The Contractor shall take all precautions to secure a watertight sewer under all conditions.

The work under this Article shall include the internal video recording of new stormwater drainage pipes and drainage structures. The Contractor shall provide the City with a video of the completed stormwater drainage system, and a written report. The Contractor shall pump down and clean the pipes and drainage structures, to the satisfaction of the City, prior to video recording. The video shall be of the standard DVD format, in color, with all the pertinent data and observations recorded as audio on the DVD. The data should include:

- 1) An accurate recorded footage of the pipe lengths.
- 2) The drainage structure number and pipe size.
- 3) The run of the pipe and direction of flow (i.e. from S-1 to S-2).
- 4) Details of structural defects, broken pipes, sags, dips, misalignments, obstructions and infiltration.

The written report shall include the four (4) items listed previously.

All visual and video recording inspections shall be completed by the Contractor and be in accordance with Section 430-4.8 of FDOT Standard Specifications. Any deficient or damaged pipe discovered during the video recording process shall be the responsibility of the Contractor to repair or replace at their own expense within the contractual duration.

As a complement to the video report, the Contractor shall also provide digital photos of areas of concern in electronic (computer CD/DVD) and hard copy form (in color).

All known pipe breaks or those breaks discovered after the video inspection shall be repaired by the Contractor regardless of the test allowances. Faulty sections of drainage pipes or drainage structures rejected by the Engineer shall be removed and re-laid by the Contractor. Sections of pipe that are repaired, re-laid or replaced shall be accompanied with a corresponding post construction video inspection at the Contractor's expense. In all cases that a leak is found, re-inspection shall be required at the Contractor's expense, to confirm that the problem has been resolved.

402-2. BASIS OF PAYMENT

Payment shall be the unit price per linear foot for storm sewer pipe in place and accepted, measured along the centerline of the storm sewer pipe to the inside face of exterior walls of storm manholes or drainage structures and to the outside face of endwalls. Said unit price includes all work required to install the pipe (i.e. all materials, equipment, filter fabric wrap, gravel bedding if needed for stabilization, labor and incidentals, etc.).

403. STORM MANHOLES, INLETS, CATCH BASINS OR OTHER STORM STRUCTURES

For details on specific design of a type of storm structure refer to the Construction Plans..

When required, inlets, catch basins or other structures shall be constructed according to the plans and applicable parts of the specifications. Said structures shall be protected from damage by the elements or other causes until acceptance of the work.

403-1. BUILT UP TYPE STRUCTURES

Built up type manholes shall be constructed of brick with cast iron frames and covers. Invert channels shall be constructed smooth and semi circular in shape conforming to inside of adjacent sewer section. Changes in direction of flow shall be made in a smooth curve of as large a radius as possible. Changes in size and grade of channels shall be made gradually and evenly. Invert channels shall be built up with grout.

The storm structure floor outside of channels shall be made smooth and sloped toward channels.

Manhole steps shall not be provided. Joints shall be completely filled and the mortar shall be smoothed from inside of the manholes.

The entire exterior of brick manholes shall be plastered with a skim coat of one half inch (1/2") of mortar.

Brick shall be laid radially with every sixth course being a stretcher course.

In cases where a storm pipe extends inside a structure, the excess pipe will be cut off with a concrete saw and shall not be removed with a sledge hammer.

403-2. PRECAST TYPE

Precast manholes shall be constructed as shown on construction plans. The manhole base shall be set on a pad of dry native sand approximately five inches (5") thick to secure proper seating and bearing.

Precast Manholes and Junction Boxes: The Contractor may substitute precast manholes and junction boxes in lieu of cast in place units unless otherwise shown on the plans. Precast Inlets will not be acceptable. When precast units are substituted, the construction of such units must be in accordance with ASTM C 478, or the standard specifications at the manufacturer's option.

Precast structures must also meet the requirement that on the lateral faces, either inside or outside, the distance between precast openings for pipe or precast opening and top edge of precast structure be no less than wall thickness. A minimum of four courses of brick will be provided under manhole ring so that future adjustment of manhole lid can be accommodated. Manhole steps shall not be provided.

403-3. BASIS OF PAYMENT

Payment for Junction Boxes, Manholes or other structures shall be on a unit basis.

500 SERIES: STREETS AND SIDEWALKS

501. RESTORATION OR REPLACEMENT OF DRIVEWAYS, CURBS, SIDEWALKS AND STREET PAVEMENT

Driveways, sidewalks, and curbs destroyed or damaged during construction shall be replaced and shall be the same type of material as destroyed or damaged, or to existing City Standards, whichever provides the stronger repair. All street pavement destroyed or damaged shall be replaced with the same type of material, to existing City Standards, unless the existing base is unsuitable as determined by the Engineer, then the base shall be replaced with City approved material. All replaced base shall be a minimum eight inches (8") compacted thickness, or same thickness as base destroyed plus two inches (2"), if over six inches (6"), and compacted to 98% of maximum density per AASHTO T-180.

Unless called for in the proposal as separate bid items, cost of the above work including labor, materials and equipment required shall be included in the bid price per linear foot of main or square yard of base.

The bid price for street pavement, restoration or replacement when called for in the proposals, shall include all materials, labor and equipment required to complete the work, and shall be paid for on a square yard basis. When replacement is over a trench for utilities, the area of replacement shall be limited to twice the depth of the cut plus twice the inside diameter of the pipe. All necessary restoration exceeding this footprint will be at the Contractor's expense.

The bid price for restoration or placement of driveways, curbs and sidewalks, when called for in the proposals, shall include all materials, labor and equipment required to complete the work and shall be paid for on the basis of the following units: Driveways, plant mix - per square yard: concrete - per square foot; curbs - per linear foot; sidewalk four inches (4") or six inches (6") thick - per square foot. Concrete walks at drives shall be a minimum of six inches (6") thick and be reinforced with 6/6 X 10/10 welded wire mesh. The Contractor shall notify the Project Inspector a minimum of twenty-four (24) hours in advance of all driveway, curb, sidewalk and street restoration and replacement work.

502. ROADWAY BASE AND SUBGRADE

502-1. BASE

This specification describes the construction of roadway base and subgrade. The Contractor shall refer "Scope of Work" of the City's Contract Specifications for additional roadway base and subgrade items.

Roadway base shall be eight inches (8") compacted minimum thickness unless otherwise noted on the plans or directed by the Engineer. The subgrade shall be twelve inches (12") compacted minimum thickness with a minimum Limerock Bearing Ratio (LBR) of 40 unless otherwise noted on the plans or directed by the Engineer. The Contractor shall obtain from an independent testing laboratory a Proctor and an LBR for each type

material. The Contractor shall also have an independent testing laboratory perform all required density testing.

Once the roadway base is completed, it shall be primed that same day (unless otherwise directed by the Engineer) per Section 300 of FDOT's Standard Specifications. Repairs required to the base that result from a failure to place the prime in a timely manner shall be done to the City's satisfaction, and at the Contractor's expense. No paving of the exposed base can commence until the City approves the repaired base. The cost for placement of prime material shall be included in the bid item for base.

The Contractor shall notify the Project Inspector a minimum of twenty-four (24) hours in advance of all base and subgrade placement or reworking.

The following base materials are acceptable:

1. **Shell Base:** Shell base shall be constructed in accordance with Sections 200 and 913 of FDOT's Standard Specifications, and shall have a minimum compacted thickness as shown on the plans. The shell shall be FDOT approved. The cost of the prime coat shall be included in the bid item price for base.
2. **Limerock Base:** Limerock base shall be constructed in accordance with Sections 200 and 911 of FDOT's Standard Specifications, and shall have a minimum compacted thickness as shown on the plans. The limerock shall be from a FDOT approved certified pit. The cost of the prime coat shall be included in the bid item price for base.
3. **Crushed Concrete Base:** Crushed concrete base shall be constructed in accordance with Sections 204 and 901 of FDOT's Standard Specifications, and shall have a minimum compacted thickness as shown on the plans. The crushed concrete material shall be FDOT approved. The Contractor shall provide certified laboratory tests on gradation to confirm that the crushed concrete base material conforms to the above specifications. The LBR shall be a minimum of 100. LBR and gradation tests shall be provided to the City by the Contractor once a week for continuous operations, or every 1000 tons of material, unless requested more frequently by the City Engineer or designee. The cost of the prime coat shall be included in the bid item price for base.
4. **Superpave Asphalt Base:** Full depth asphalt base shall be constructed in accordance with Section 234 of FDOT's Standard Specifications, and shall have a minimum compacted thickness as shown on the plans. The cost for preparation, placement, and compaction shall be included in the per ton unit cost for asphalt unless otherwise noted in the project scope and plans. The cost of the tack coat shall be included in the bid item price for asphalt or base.
5. **Reclaimed Asphalt Pavement Base:** Reclaimed asphalt pavement base shall be constructed in accordance with Section 283 of FDOT's Standard Specifications, and shall have a minimum compacted thickness as shown on the plans. As per FDOT Section 283, RAP material shall be used as a base course only on non-limited access paved shoulders, shared use paths, or other non-traffic bearing applications. The cost for preparation, placement, and compaction shall be included in the per ton unit cost for asphalt unless otherwise noted in the project

scope and plans. The cost of the tack coat shall be included in the bid item price for asphalt or base.

502-1.1. BASIS OF MEASUREMENT FOR BASE AND REWORKED BASE

The basis of measurement shall be the number of square yards of base in place and accepted as called for on the plans. The maximum allowable deficiency shall be a half-inch (1/2"). Areas deficient in thickness shall either be fixed by the Contractor to within acceptable tolerance, or if so approved in writing by the City Engineer, may be left in place. No payment, however, will be made for such deficient areas that are left in place.

502-1.2. BASIS OF PAYMENT FOR BASE AND REWORKED BASE

The unit price for base shall include: all materials, roadbed preparation, placement, spreading, compaction, finishing, prime, base, subgrade (unless the plans specify a separate pay item), stabilization, mixing, testing, equipment, tools, hauling, labor, and all incidentals necessary to complete the work. Payment for asphalt base shall be included in the per ton unit cost for asphalt unless otherwise noted in the project scope and plans.

502-2. SUBGRADE

All subgrade shall be stabilized and constructed in accordance with Sections 160 and 914 of FDOT's Standard Specifications unless otherwise noted herein. All subgrade shall have a minimum compacted thickness of 12" unless otherwise shown on the plans or directed by the Engineer. If limerock is used, it shall also meet the requirements of Section 911 of FDOT's Standard Specifications. Where unsuitable material is found within the limits of the subgrade, Section IV, Article 204 (Unsuitable Material Removal) of the City's Contract Specifications will apply. The extent of said removal shall be determined by the Engineer in accordance with accepted construction practices. The Contractor is responsible for clearing, grading, filling, and removing any trees or vegetation in the roadbed below the subgrade to prepare it per the plans. The cost of this work shall be included in the unit price for base or subgrade. The Contractor shall obtain from an independent testing laboratory the bearing value of the subgrade after the materials are mixed for the stabilized subgrade.

502-2.1. BASIS OF MEASUREMENT

The basis of measurement shall be the number of square yards of stabilized subgrade in place and accepted as called for on the plans. The maximum allowable deficiency for mixing depth shall be per Section 161-6.4 of FDOT's Standard Specifications. Acceptable bearing values shall be per Section 160-7.2 of FDOT's Standard Specifications. Areas deficient in thickness or bearing values shall either be corrected by the Contractor to within acceptable tolerance, or if so approved in writing by the City Engineer, may be left in place. No payment, however, will be made for such deficient areas that are left in place.

502-2.2. BASIS OF PAYMENT

The unit price for subgrade shall include: roadbed preparation, placement, spreading, compaction, finishing, testing, stabilizing, mixing, materials, hauling, labor, equipment and all incidentals necessary to complete the work. If no pay item is given, subgrade shall be included in the bid item for base.

503. ASPHALTIC CONCRETE MATERIALS

This specification is for the preparation and application of all asphaltic concrete materials on roadway surfaces unless otherwise noted.

503-1. ASPHALTIC CONCRETE

503-1.1. AGGREGATE

All aggregates shall be obtained from an approved FDOT source and shall conform to Sections 901 through 915 of FDOT's Standard Specifications.

503-1.2. BITUMINOUS MATERIALS

All bituminous materials shall conform to Section 916 of FDOT's Standard Specifications.

503-2. HOT BITUMINOUS MIXTURES – PLANT, METHODS, EQUIPMENT & QUALITY ASSURANCE

The plant and methods of operation used to prepare all asphaltic concrete and bituminous materials shall conform to the requirements of Section 320 of FDOT's Standard Specifications. Unless otherwise noted, all acceptance procedures and quality control/assurance procedures shall conform to the requirements of Section 330 of FDOT's Standard Specifications.

The City shall have the right to have an independent testing laboratory select, test, and analyze, at the expense of the City, test specimens of any or all materials to be used. The results of such tests and analyses shall be considered, along with the tests or analyses made by the Contractor, to determine compliance with the applicable specifications for the materials so tested or analyzed. The Contractor hereby understands and accepts that wherever any portion of the work is discovered, as a result of such independent testing or investigation by the City, which fails to meet the requirements of the Contract documents, all costs of such independent inspection and investigation as well as all costs of removal, correction, reconstruction, or repair of any such work shall be borne solely by the Contractor.

Payment reductions for asphalt related items shall be determined by the following:

1. Density per FDOT's Standard Specifications.
2. Final surface or friction course tolerances per FDOT's Standard Specifications.
3. Thickness will be determined from core borings. Deficiencies of $\frac{1}{4}$ " or greater shall be corrected by the Contractor, without compensation, by either replacing the full thickness for a length extending at least twenty-five feet (25') from each end of the

deficient area, or when the Engineer allows for an overlay per FDOT's Standard Specifications. In addition, for excesses of one-quarter inch ($\frac{1}{4}$ ") or greater, the Engineer will determine if the excess area shall be removed and replaced at no compensation, or if the pavement in question can remain with payment to be made based on the thickness specified in the contract.

The Contractor shall notify the Project Inspector a minimum of twenty-four (24) hours in advance of the placement of all asphalt.

503-3. ASPHALT MIX DESIGNS AND TYPES

All asphalt mix designs, acceptance procedures and quality control/assurance procedures shall conform to the requirements of Sections 330 and 334 of FDOT Standard Specifications. All asphalt mix designs shall be approved by the Engineer prior to the commencement of the paving operation. Reclaimed asphalt pavement (RAP) material may be substituted for aggregate in the asphaltic concrete mixes up to 25% by weight.

503-4. ASPHALT PAVEMENT DESIGNS AND LAYER THICKNESS

All asphalt pavement designs shall conform to the following requirements:

Type SP/Spec 334-1

Type FC/Spec 337-8

Type B/Spec 234-8

ATPB/287-8

503-5. GENERAL CONSTRUCTION REQUIREMENTS

The general construction requirements for all hot bituminous pavements (including limitations of operations, preparation of mixture, preparation of surface, placement and compaction of mixture, surface requirements, correction of unacceptable pavement, Quality Control Testing, etc.) shall be in accordance with Section 330 of FDOT's Standard Specifications.

503-6. CRACKS AND POTHOLE PREPARATION

503-6.1. CRACKS

Cracks in roadway pavement shall be repaired prior to the application of asphaltic concrete by the following steps:

1. All debris to be removed from cracks by compressed air or other suitable method.
2. Apply a multiple layered application of bituminous binder and fine aggregate, as appropriate to the depth of the crack until the void of the crack is completely filled to the level of the surrounding roadway surface.
3. If application of asphaltic concrete is not to begin immediately after crack repair, cracks are to be sanded to prevent vehicular tracking.
4. Payment for crack filling shall be included in the unit price for asphaltic concrete.

503-6.2. POTHOLES

Potholes shall be repaired prior to the application of asphaltic concrete by the following steps:

1. All debris is to be removed from potholes by hand, sweeping, or other suitable method.
2. A tack coat is to be applied to the interior surface of the pothole.
3. The pothole is to be completely filled with asphaltic concrete, and thoroughly compacted.
4. Payment for pothole preparation shall be included in the unit price for asphaltic concrete.

503-7. ADJUSTMENT OF MANHOLES

The necessary adjustments of sanitary sewer and storm drain manholes and appurtenances shall be accomplished by the Contractor. The Contractor shall be paid on a per unit basis for each item.

The use of manhole adjustment risers is acceptable under the following conditions:

The riser shall meet or exceed all FDOT material, weld, and construction requirements. The riser shall consist of an A-36 hot rolled steel meeting or exceeding the minimum requirements of A.S.T.M. A-36. The riser shall be a single piece with a stainless steel adjustment stud and shall have a rust resistant finish. The use of cast iron, plastic, or fiberglass risers is not permitted. In addition, the installation of each riser shall be per manufacturer's specifications. Each manhole shall be individually measured, and each riser shall be physically marked to ensure that the proper riser is used. Also, the ring section shall be cleaned, and a bead of chemically resistant epoxy applied to the original casting, prior to installation of the riser. It is the Contractor's responsibility to ensure that the manholes are measured, the risers are physically marked, the ring sections are thoroughly cleaned, and that the epoxy is properly applied prior to installation of each riser.

If risers are not used, the adjustment of manholes shall be accomplished by the removal of pavement around manhole, grade adjustment of ring and cover, and acceptable replacement and compaction of roadway materials prior to paving. A full depth backfill using asphalt is acceptable. The use of Portland cement for backfill is not acceptable.

All manhole and valve adjustments shall be accomplished prior to the application of final asphaltic concrete surface. Unless otherwise noted in the specs or on the plans, the paving operation shall occur within seven (7) calendar days from the completion of the adjustment. On arterial roadways, the manholes are to be ramped with asphalt during the time period between initial adjustment and final resurfacing. Water and gas valves, sewer cleanouts, valve boxes, tree aeration vents, etc., will be adjusted by the Contractor with the cost for this work to be included in the unit cost of the asphalt. Care must be taken around said appurtenances to ensure that they are not paved over. It is the Contractor's responsibility to inform the owners of all utilities of impending work and coordinate their adjustments so they are completed prior to the scheduled paving.

503-8. ADDITIONAL ASPHALT REQUIREMENTS

1. All impacted radius returns within project limits shall be paved unless otherwise directed by the Construction Inspector or Engineer, with payment to be included in the per ton bid item for asphalt.
2. All pavement markings impacted by placement of asphalt shall be replaced prior to the road being open to traffic unless otherwise noted in the contract scope and plans.
3. All project related debris shall be hauled off the job site by the Contractor in a timely manner and at their own expense in conformance with all regulatory requirements.
4. The Contractor shall pay particular attention to sweeping when paving. Prior to paving, all construction areas shall be swept with a Municipal type sweeper (either vacuum or mechanical type) that picks up and hauls off, dust and dirt. The sweeper must be equipped with its own water supply for pre-wetting to minimize dust. Moreover, the Contractor shall sweep debris off of sidewalks, driveways, curbs and roadways each day before leaving the job site.
5. The application of tack and prime coats (either required or placed at the Engineer's discretion) shall be placed per Section 300 of FDOT's Standard Specifications. Tack shall also be applied to the face of all curbs and driveways. The cost (including heating, hauling and applying) shall be included in the per ton bid item for asphalt, unless otherwise noted in the project scope and plans.
6. Leveling course and spot patching shall be applied to sections of the road as noted on the plans, or as directed by the Engineer, per Section 330 of FDOT's Standard Specifications. The cost shall be included in the per ton unit cost for asphalt, unless otherwise noted in the project scope and plans.
7. If an asphalt rubber binder is required, it shall conform to the requirements of Section 336 of FDOT's Standard Specifications.
8. On all streets with curb and gutter, the final compacted asphalt shall be one-quarter inch ($\frac{1}{4}$ ") above the lip or face of said curb per City Index 101.

503-9. BASIS OF MEASUREMENT

Basis of measurement will be the number of tons of asphaltic concrete completed, in place and accepted. Truck scale weights will be required for all asphaltic concrete used.

503-10. BASIS OF PAYMENT

Payment shall be made at the contract unit price for asphaltic concrete surface as specified and measured above. This price shall include all materials, preparation, hauling, placement, tack and/or prime coat either required or placed at Engineer's discretion, leveling, spot patching, filling of cracks, pothole repair, sweeping, debris removal, labor, equipment, tools, and incidentals necessary to complete the asphalt work in accordance with the plans and specifications.

504. ADJUSTMENT TO THE UNIT BID PRICE FOR ASPHALT

When this Article applies to the contract, the unit bid price for asphalt will be adjusted in accordance with the following provisions:

1. Price adjustment for asphalt shall only be made when the current FDOT Asphalt Price Index varies more than ten percent (10%) from the bid price at the time of the bid opening.
2. The Bituminous Material Payment Adjustment Index published monthly by the FDOT shall be used for the adjustment of unit prices. This report is available on FDOT's internet site. The address is: <http://www.dot.state.fl.us/construction/fuel&bit/fuel&bit.shtm>. For additional information, call FDOT at (850) 414-4252.
3. The FDOT Payment Adjustment Index in effect at the time of the bid opening will be used for the initial determination of the asphalt price.
4. The FDOT Payment Adjustment Index in effect at the time of placement of the asphalt will be used for payment calculation.
5. The monthly billing period for contract payment will be the same as the monthly period for the FDOT Payment Adjustment Index.
6. No adjustment in bid prices will be made for either tack coat or prime coat.
7. No price adjustment reflecting any further increases in the cost of asphalt will be made for any month after the expiration of the allowable contract time.
8. The City reserves the right to make adjustments for decreases in the cost of asphalt.

505. ASPHALT DRIVEWAYS

New driveways or existing asphalt driveways that must be altered for project construction shall be constructed or replaced in accordance with the specifications for paving the street with the exception that the base shall be six inches (6"). Remove only enough to allow adequate grade for access to the street. Use Technical Specifications, as specified for the street paving.

When the finished surface of the existing drive is gravel, replacement shall be of like material. Payment shall be the same as Asphalt Driveways.

505-1. BASIS OF MEASUREMENT

Measurement shall be the number of square yards of Asphalt Driveways in place and accepted.

505-2. BASIS OF PAYMENT

Payment shall be the unit price per square yard for Asphalt Driveways as measured above, which price shall be full compensation for all work described in this section of the specifications and shall include all materials, equipment, tools, labor and incidentals necessary to complete the work.

506. CONCRETE CURBS

Concrete Curbs shall be constructed to the line, grade and dimensions as shown on the plans. Unless otherwise noted, all concrete curbs shall have fiber mesh reinforcement and have a minimum strength of 3000 p.s.i. at 28 days. Expansion joints shall be placed at intervals not to exceed 100 feet, and scored joints shall be placed at intervals not to exceed ten feet (10'). The Contractor shall notify the Project Inspector a minimum of twenty-four (24) hours in advance of the placement of all concrete curbs.

506-1. BASIS OF MEASUREMENT

The basis of measurement shall be linear feet of curb in place and accepted.

506-2. BASIS OF PAYMENT

Payment shall be the unit price per linear foot of curb, which price shall be full compensation for all work described in this and other applicable parts of the specifications and shall include all materials, equipment, tools, labor and incidentals necessary to complete the work.

507. CONCRETE SIDEWALKS AND DRIVEWAYS

507-1. CONCRETE SIDEWALKS

Concrete sidewalks shall be constructed to the line, grade and dimensions as shown on the plans or herein specified. Unless otherwise noted, all concrete sidewalks shall have fiber mesh reinforcement and have a minimum strength of 3000 p.s.i. at 28 days. Unless otherwise specified, all concrete sidewalks shall have a minimum width of four feet (4'). Concrete sidewalks shall have a minimum thickness of four inches (4"), except at driveway crossings where a minimum thickness of six inches (6") is required. Also, 6/6 X 10/10 welded wire mesh reinforcement is required for all sidewalk that crosses driveways. The welded wire mesh shall be positioned in the middle to upper third of the placement. No compensation shall be given if the welded wire mesh is not properly placed. Expansion joints shall be placed at intervals of not more than 100 hundred feet, and scoring marks shall be made every five feet (5'). Concrete shall be poured only on compacted subgrade. In addition, all the requirements of Articles 301, 302 and 303 of these Technical Specifications shall also apply.

507-2. CONCRETE DRIVEWAYS

Concrete driveways, whether new construction or replacement, shall be a minimum of six inches (6') in thickness with 6/6 x 10/10 welded wire mesh reinforcement and a minimum horizontal distance between expansion joints of no less than four feet (4') measured in any direction. The welded wire mesh shall be positioned in the middle to upper third of the placement. No compensation shall be given if the welded wire mesh is not properly placed. Concrete shall be poured only on compacted subgrade. In addition, all the requirements of Articles 301, 302 and 303 of these Technical Specifications shall also apply.

The Contractor shall notify the Project Inspector a minimum of twenty-four (24) hours in advance of the placement of all concrete sidewalks and driveways.

507-3. CONCRETE CURB RAMPS

The contractor is responsible for constructing ADA compliant concrete curb ramps per the plans and installing detectable warning surfaces on said ramps as called for in the plan set. Concrete curb ramps and detectable warning surfaces are to be constructed per FDOT Standards and Specifications.

507-4. BASIS OF MEASUREMENT

The basis of measurement shall be the number of square feet of four inch (4") concrete sidewalk, six inch (6") concrete sidewalk, and six inch (6") concrete driveways in place and accepted.

507-5. BASIS OF PAYMENT

Payment shall be the unit price per square foot for each item as measured above, which shall be full compensation for all work described in this section and other applicable parts of the specifications and shall include all materials, equipment, tools, welded wire mesh where required, labor and incidentals necessary to complete the work.

508. MILLING OPERATIONS

508-1. EQUIPMENT, CONSTRUCTION & MILLED SURFACE

Unless otherwise noted in the specs, plans or this Article, the milling operation shall be performed in accordance with Section 327 of FDOT's Standard Specifications. The Contractor shall notify the City's Project Representative ***a minimum of twenty-four (24) hours in advance of all milling.***

508-2. ADDITIONAL MILLING REQUIREMENTS

1. If the milling machine is equipped with preheating devices, the Contractor is responsible to secure any necessary permits, and for complying with all local, state and federal environmental regulations governing operation of this type of equipment.
2. All milled surfaces must be repaved within seven (7) days from the time it was milled, unless otherwise noted in the contract documents.
3. Prior to paving, all milled areas shall be swept with a Municipal type sweeper either of the vacuum or the mechanical type that picks up and hauls off, dust and dirt. The sweeper must be equipped with its own water supply for pre-wetting to minimize dust. Moreover, the Contractor shall sweep debris off of sidewalks, driveways and curbs in addition to the roadways before leaving the job site.
4. In cases where concrete valley swales are present, the adjoining pavement shall be milled to allow for the new asphalt grade to be flush with the concrete surface.

5. The Contractor shall be responsible for removing any asphalt that remains in the curb line and/or median curbs after the milling operation of a street is complete. The cost of this removal shall be included in the bid item for milling.
6. All radius returns on streets to be milled shall also be milled unless otherwise directed by the Engineer, with payment to be included in the bid item for milling.
7. Any leveling or base replacement required after milling shall be applied to sections of the road as noted on the plans, or directed by the Engineer, per Section 330 of FDOT's Standard Specifications. The cost shall be included in the per ton unit cost for asphalt, unless otherwise noted in the project scope and plans.
8. Any roadway base material exposed as a result of the milling operation shall be primed that same day (unless otherwise directed by the Engineer) per Section 300 of FDOT's Standard Specifications. Repairs required to said base that result from a failure to place the prime in a timely manner shall be done to the City's satisfaction, and at the Contractor's expense. No paving of the exposed base can commence until the City approves the repaired base. The cost of said prime shall be included in the bid item for milling.
9. Prior to the placement of asphalt, the face of all curbs and driveways shall be tacked after the milling operation is complete.

508-3. SALVAGEABLE MATERIALS

Unless otherwise specified, all salvageable materials resulting from milling operations shall remain the property of the City. The transporting and stockpiling of salvageable materials shall be performed by the Contractor. The Contractor shall contact the City Project Representative to schedule delivery of material at least 48 hours prior to starting work.

508-4. DISPOSABLE MATERIALS

All surplus materials not claimed by the City shall become the responsibility of the Contractor. The Contractor shall dispose of the material in a timely manner and in accordance with all regulatory requirements in areas provided by the Contractor at no additional expense to the City.

508-5. ADJUSTMENT AND LOCATION OF UNDERGROUND UTILITIES

All private utilities and related structures requiring adjustment shall be located and adjusted by their owners at the owner's expense. City-owned utilities and structures shall be located by the Owner/City and adjusted by the contractor. The Contractor shall arrange their schedule to allow utility owners the time required for such adjustments (minimum 48 hours notice per State Statute). All utility adjustments shall be completed prior to the commencement of milling and resurfacing operations.

508-6. ADJUSTMENT OF UTILITY MANHOLES

The necessary adjustments of sanitary sewer and stormwater utility manholes and appurtenances shall be accomplished by the Contractor in accordance with Section IV, Article 703-7 of the City's Technical Specifications.

508-7. TYPES OF MILLING

There are two types of milling used by the City:

- A. Wedge – This will consist of milling a six foot (6') wide strip along the curb line of the pavement adjacent to the curb so the new asphalt will align with the original curb height and pavement cross section.
- B. Full Width – This will consist of milling the entire roadway (i.e. curb line/edge of pavement to curb line/edge of pavement). All existing horizontal and vertical geometry shall remain unless otherwise indicated or approved by the Engineer.

508-8. MILLING OF INTERSECTIONS

Intersections, as well as other areas (including radius returns) are to be milled and repaved to restore and/or improve the original drainage characteristics. Said work should extend approximately fifty (50) to one hundred (100) feet in both directions from the low point of the existing swale.

508-9. BASIS OF MEASUREMENT

The quantity to be paid for will be the area milled, in square yards, completed and accepted.

508-10. BASIS OF PAYMENT

The unit price for milling shall include: all materials, preparation, hauling, transporting and stockpiling of salvageable materials, disposal of all surplus material, any required milling of radius returns and intersections, prime and/or tack coat either required or placed at Engineer's discretion, removal of asphalt from curbs, sweeping, labor, equipment, and all incidentals necessary to complete the milling in accordance with the plans and specifications.

509. SODDING

Unless otherwise noted herein, the Contractor shall place all sod, either shown on the plans or at the direction of the Engineer, in conformance with Sections 575, 981, 982 and 983 of FDOT's Standard Specifications. The area for sod application shall be loosened and excavated to a suitable depth and finished to a grade compatible with existing grass and structures. Sod shall be placed with edges in close contact and shall be compacted to uniform finished grade with a sod roller immediately after placement. In sloped areas, the sod shall be graded and placed so as to prohibit erosion and undermining of the adjacent sidewalk. **No sod that has been cut for more than seventy-two (72) hours** can be used unless authorized by the Engineer in advance. The sod shall be thoroughly watered immediately after placement. The Contractor shall continue to water sod as

needed and/or directed by the Engineer as indicated by sun exposure, soil, heat and rain conditions, to establish and assure growth, until termination of the contract. Dead sod, or sod not acceptable to the Engineer, shall be removed and replaced by the Contractor at no additional compensation. Any questions concerning the type of existing sod shall be determined by the Engineer.

Unless otherwise noted on the plans, payment for sod (including all labor, equipment, materials, placement, rolling, watering, etc.) shall be included in other bid items. Payment for these associated bid items may be withheld until the Contractor provides the City a healthy, properly placed stand of grass.

This work and shall be paid for on the basis of each **square foot** in place and accepted. No payment for sod shall be made until the Contractor provides the City a healthy, properly placed stand of grass.

510. SEEDING

Seed, or seed and mulch, shall only be used when specified for certain demolition projects. The seed and/or mulch shall be placed as called for on the plans in the following manner. The area to be seeded shall be brought to the required line and grade, fertilized and seeded in basic conformance with FDOT's Standard Specifications Sections 570, 981, 982 and 983. However, no wildflower seed shall be used, and Argentine Bahia Seed shall be used instead of Pensacola Bahia. No sprigging will be required. Also, the addition of 20 lb. of Rye Seed (to total 60 lb. of seed per acre) will be required during the stated periods. It is also required that the Contractor maintain said seed until growth is assured.

When this work is given as a bid item, the item shall cover all labor, material, equipment (including water), required for this work, and shall be paid for on the basis of each square yard in place and accepted. If called for on the plans, but not shown as a bid item, then the cost of such work as stated above shall be included in the cost of other work.

511. COMPLETION OF WORK

Within twenty-four (24) hours of completing work the City either in person or by phone of said completion. It is acceptable to leave a phone message.

512. INSPECTION AND APPROVAL

Upon receiving notification from the Contractor, the City shall inspect the serviced location the following business day. If, upon inspection, the work specified has not been completed, the City shall contact the Contractor to indicate the necessary corrective measures. The Contractor will be given forty-eight (48) hours from this notification to make appropriate corrections. If the work has been completed successfully then the City will pay for services billed.

513. SPECIAL CONDITIONS

1. This location will be newly installed and under warranty by the installer for a twelve (12) month period on plants, trees and palms. Landscape installer will coordinate irrigation operation with the Maintenance contractor to assure adequate irrigation

to the landscape materials. Installer will also be responsible for the untying of palm heads/fronds as they feel appropriate.

2. All listed acreage or square footage figures are estimates.
3. All work shall be performed in a good and workmanlike manner, consistent with trade practices and standards which prevail in the industry.
4. The Contractor shall be responsible for damage to any plant material or site feature caused by the Contractor or their employees. The Contractor shall be notified in writing of the specific nature of the damage and cost of repair. The City shall, at its option, invoice the Contractor for the payment, or reduce by the amount of the repairs on the next regular payment to the Contractor.
5. Occasionally circumstances (standing water, prolonged inclement weather, parked vehicles, etc.) may make all or portions of a location unserviceable during the regular schedule. The Contractor shall notify the City Supervisor of such occurrences, and shall schedule to perform the required work to the location as soon as the pertaining circumstances are relieved.

514. TREE PROTECTION

514-1. TREE BARRICADES

- A. A protective barrier shall be placed around all protected trees and palms prior to land preparation or construction activities within or adjacent to the work zone, including all staging and/or lay down areas. Protective barriers shall be installed as follows:
 1. At or greater than the full dripline of all species of Mangroves and Cabbage Palms.
 2. At or greater than the full dripline or all protected native pine trees and other conifer species.
 3. At or greater than two-thirds (2/3) of the dripline of all other protected species
 4. At or greater than the full dripline of trees within a specimen tree stand.
- B. Protective barriers are to be constructed using no less than two inch (2") lumber for upright posts. Upright posts are to be at least four feet (4') in length with a minimum of one foot (1') anchored in the ground. Upright posts are to be placed at a maximum distance of eight feet (8') apart. Horizontal rails are to be constructed using no less than one inch (1") by four-inch (4") lumber and shall be securely attached to the top of the upright post. The City's representative must approve any variation from the above requirements.
- C. Whenever a protective barrier is required, it shall be in place until all construction activity is terminated. The area within the barrier limits shall remain undisturbed by any activity during construction. Native ground cover and understory vegetation existing within the barriers shall remain throughout construction. Exotic plant species may only be removed by manual labor utilizing hand tools or by other means if authorized in writing by the City's representative.

- D. Prior to the erection of any required protective barrier, all surface foreign material, trash or debris shall be removed from the area enclosed by the barrier, and after erection of the barrier no such material or litter shall be permitted to remain within the protected area. No equipment, chemicals, soil deposits or construction materials shall be placed within such protective barriers.
- E. No signs, building permits, wires, or other attachments of any kind shall be attached to any protected tree or palm.
- F. At all times, due care shall be taken to protect the critical root zone of trees protected by this section, and root pruning requirements shall apply to such trees.

514-2. ROOT PRUNING

- A. Where proposed construction improvements involve excavation and/or impacts to the critical root zone of protected trees. The critical root zone is equivalent to the tree's dripline. Prior to any clearing, grubbing or excavation activities, the affected roots must be severed by clean pruning cuts at the point where grubbing or excavation impacts the root system. Roots can be pruned utilizing specified root pruning equipment designed for that purpose or by hand digging a trench and pruning roots with a pruning saw, chain saw or other equipment designed for tree pruning. Root pruning by trenching equipment or excavation equipment is strictly prohibited. Roots located in the critical root zone that will be impacted by construction activities shall be pruned to a minimum depth of eighteen inches (18") below existing grade or to the depth of the proposed impact if less than eighteen inches (18") from existing grade. Root pruning shall only be performed by or under the direct supervision of the City's Representative.
- B. Any proposed root pruning trenches shall be identified on site (i.e. staked or painted) inspected and approved by the City's representative prior to actual root pruning.
- C. Root pruning shall be performed as far in advance of other construction activities as is feasible, but at a minimum shall be performed prior to ANY impacts to the soil. Associated tree protection measures should be implemented upon completion of said root pruning.
- D. If there is a likelihood of excessive wind and/or rain exceptional care shall be taken on any root pruning activities.
- E. Root pruning shall be limited to a minimum of ten inches (10") per one inch (1") of the trunk diameter from the tree base. Any exception must be approved by the City's representative prior to said root pruning.
- F. Roots shall be cut cleanly, as far from the trunk of the tree as possible. Root pruning shall be done to a minimum depth of eighteen inches (18") from existing grade, or to the depth of the disturbance if less than eighteen inches (18").
- G. Root pruning shall be performed using a root cutting machine specifically designed for this purpose. Alternate equipment or techniques must be approved by the City's representative, prior to any work adjacent to trees to be preserved.
- H. Root pruning shall be completed, inspected and accepted prior to the commencement of any excavation or other impacts to the critical root zones of trees to be protected.

- I. Excavations in an area where roots are present shall not cause the tearing or ripping of tree roots. Roots must first be cleanly severed prior to continuing with the excavation, or tunneled around to prevent damage to the root.
- J. Tree roots shall not be exposed to drying out. Root ends shall be covered with native soil or burlap and kept moist until final backfill or final grades has been established.
- K. When deemed appropriate (e.g., during periods of drought) the City representative may require a temporary irrigation system be utilized in the remaining critical root zones of root pruned trees.
- L. When underground utility lines are to be installed within the critical root zone, the root pruning requirement may be waived if the lines are installed via tunneling or directional boring as opposed to open trenching.

515. SUPPLEMENTAL TECHNICAL SPECIFICATIONS

These Supplemental Conditions amend or supplement the Technical Specifications Section VI of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

STS-01 BID ITEMS

Bid Item No. 1. Mobilization and Site Preparation

The removal and replacement of signs, monuments, mailboxes, plants, edging/boarder material, etc that is required to for the performance of work shall be included in the within the Mobilization and Site Preparation Line Item.

Bid Item No. 2. Maintenance of Traffic

Contractor is to provide road access to the individual homes during construction. The only time the homeowner is limited to having driveway access will be when the valley curb is constructed and when the driveway is constructed. The contractor will work with the representative of the City of Belleair Beach to determine the time frame that any homeowner is inconvenienced.

Bid Item No. 3. Erosion Control

Erosion control is specifically intended for control of erosion from entering into the storm inlets and from leaving the area of work. The contractor will be required to place gravel bags per detail around existing and proposed inlets in a construction phase. Silt fence is to be installed in area of earth disturbance and work to prevent erosion from leaving the work site. The controls are to be maintained until the road is paved. At the outfall pipe, the contractor is to place a silt screen at the seawall and 10 feet back around the excavated trench during pipe removal and new pipe construction. This is to prevent any

soil erosion over the seawall cap. Floating Turbidity Barrier to enter out from seawall with a 15' radius and secured against seawall on both sides.

Bid Item No. 4. – SOD

Payment is per square foot and is for sod restoration in the City right of way. All other sod is to be paid for under restoration in easement. Sod is to be installed per FDOT specifications for fertilizing and additional watering until sod has established. Do not use sod which has been cut for more than 48 hours, need to provide cut tickets a letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the Engineer upon delivery of the sod to the job site, per FDOT 981. The sod shall be rolled sod parallel with the roadway and cut any exposed netting even with the sod edges.

Bid Item No. 5. Crush Shell & Rock (4" depth)

The proposed shell needs to be of high quality to allow percolation. The material shall be washed and reasonable free of organic matter, clay and other substances not defined which may possess undesirable characteristics. An impervious liner between the soil and shell is prohibited.

Shell shall not be placed higher than the adjacent curb, driveway, or sidewalk. Furnish all labor, materials, equipment, and incidental needs to install the shell. An impervious liner between the soil and shell is prohibited.

Payment is per square foot and is for restoration in the City's right of way.

Bid Item No. 6. Mulch

Furnish all labor, materials, equipment, and incidental needs to install the mulch. An impervious liner between the soil and mulch is prohibited.

Payment is per square foot and is for restoration in the City's right of way.

Bid Item No. 7. – FDOT TYPE F GRATE INLET

The work specified under this Section consists of the construction of concrete structures, concrete endwalls, gravity walls, cast-in-place concrete box culverts, wingwalls for cast-in-place and pre-cast box culverts and other concrete members, in conformance with the lines, grades, dimensions and notes shown in the Plans and per FDOT standard storm structures and will be paid for at the Contract Unit Price bid for each structure installed.

All **type "F"** inlets are to be hot dip galvanized grates in frames. See detail for plan view drawing for payment of inlet and start of payment for valley gutter curb. Profile grade and distance on valley gutter curb is shown to the center of the inlet but the pay item for of

curb is from the outside edge of inlet (see detail). Contractor is to use 2'2" for concrete width at inlet and this will be paid for in the inlet and not the curb quantity.

The price paid shall be payment in full for the structure, dewatering, all excavation, demolition, the disposal of excess material, transportation, sheeting, shoring, or any other proprietary trench stabilization system, bedding material, backfill, compaction, testing, structure modifications, connection to proposed piping, bench and sum construction, covers, grouting, incorporation of conflicting utilities, connections of existing piping (including the linear footage of piping needed to make said connection, sealing, formwork, reinforcement, equipment, labor, protection of work, clean up and all other incidentals necessary to complete these items.

Measurement for payment will be the actual number of each type of drainage structure installed and accepted.

Bid Item No. 8 and 9 “15” and 18” STORM PIPE RCP

Payment for the above storm piping will be paid for at the Contract Unit Price per linear foot for the size pipe installed, based on field measurements. The price paid shall be payment in full for the pipe, gaskets, joint material, external joint wrap, filter fabric, dewatering, all excavation, removal and proper disposal of existing storm water piping, the disposal of excess material, demolition, transportation, sheeting, shoring, or any other proprietary trench stabilization system, protection of the existing building footers and existing seawall on adjacent sides of easement, concrete collars where required for connection, bedding material, the coring of the concrete sheet piling as needed to facilitate connection, backfill, grading, compaction, testing, equipment, labor, materials, protection of work, irrigation repair, trench safety precautions, clean up and all other incidentals necessary to complete each item.

All pipe joints and connections into structures are to be wrapped with mirafi -140 per FDOT standards and specifications.

Bid Item No. 10. MILL & RESURFACE 1-1/2" FDOT ASPHALT (SP9.5)

The work specified under this Section consisting of the removal of existing asphaltic concrete pavement and roadway base, and the application of new surface course(s), must conform to the requirements of Section 327 of the FDOT Specifications, as amended herein.

All asphalt mix designs shall be approved by the Engineer PRIOR to the commencement of the paving operation. Reclaimed asphalt pavement (RAP) material may be substituted for aggregate in the asphaltic concrete mixes up to 25% by weight.

Prior to installation of the resurfacing material, the milled surfaces must be thoroughly cleaned of all dust and loose material, and a uniform application of tack must be applied as specified in the FDOT Specifications for Hot Bituminous Mixtures

Basis of Payment-the pay quantity for work specified under this Section must be the number of square yards of milling and resurfacing. The price paid shall be payment in full for all , demolition, removal the disposal of excess material and transportation.

Bid Item No. 11 – 8” COMPACTED BASE (CRUSHED CONCRETE BASE)

Payment above is per square yard and to be constructed to City Standards and Specifications and as specified on the construction plans. Crushed concrete base shall be a minimum of LBR 140. Payment for base shall include all necessary equipment, labor and materials required to complete this pay item required to successfully complete this pay item; such as, demolition, removal the disposal of excess material and transportation.

Bid Item No. 12 – VALLEY GUTTER CURB

Payment for curb restoration will be made on a per **linear foot** of curb replaced basis, as measured along the side face of curb, and shall include all necessary equipment, labor and materials required to complete this pay item. Payment for curb shall include, but not be limited to, the following: preparation of base, compaction, forming, pouring of concrete, testing, and all other incidental items required to successfully complete this pay item; such as, demolition, removal the disposal of excess material and transportation.

Bid Item No. 13 – CONCRETE DRIVEWAYS RESTORATION

The work specified under this Section consists of the furnishing and placement of cement concrete pavement for the construction or restoration of driveways and driveway aprons, and the construction or restoration of concrete sidewalk across driveways in accordance with ADA standards.

The Contractor shall notify the Project Inspector a minimum of twenty-four (24) hours in advance of the placement of all concrete sidewalks and driveways.

The basis of measurement shall be the number of square feet of four-inch (4”) concrete sidewalk, six-inch (6”) concrete sidewalk, and six-inch (6”) concrete driveways in place and accepted.

Payment is per **square foot** and to be constructed to the City Standards and Specifications. Cement concrete pavement used for the work specified under this Section must consist of Class I concrete, reinforced with 6 X 6 – W1.4xW1.4 welded wire fabric **with fibers**, placed on compacted subgrade and all other incidental items required to successfully complete this pay item; such as, demolition, removal the disposal of excess material and transportation.

Bid Item No. 14 – 16 REMOVE EXISTING PIPE, INLETS AND CURB

Removal of existing Pipes, Inlets and Curb are to follow County Requirements and Specifications as needed.

Bid Item No. 18 – INSTALL CIPP

The work specified under this Section provides for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. This specification references standards from the American Society for Testing and Materials, such as: ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)), ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe), ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. Since storm sewer products are intended to have a 50-year design life, and to minimize Owner's risk, only proven products with successful track records will be approved. All trenchless rehabilitation products and installers must be approved by the City prior installation.

Bid Item No. 21 – REPLACE EXISTING OUTFALL PIPE

Removal and replacement of existing deteriorated outfall CMP pipes from seawall to existing RCP pipe end. Contractor to follow County Requirements and Specifications as needed.

Bid Item No. 23 – REPLACE CONCRETE INLET COVERS

Removal and replacement of existing deteriorated inlet cover with same size and construction, Contractor to follow County Requirements and Specifications as needed.

IF NEEDED LINE ITEMS

All items in this section no construction shall begin without the approval by the City of Bellaire Beach in order proceed.

Bid Item No. 1. - LAWN SPRINKLER RESTORATION

Payment item is for sprinkler heads and associated pipe. Pay item is based on the linear feet of front footage of the property. Only homes with sprinkler heads in the limits of construction will utilize this pay item. Any damaged sprinkler head must be replaced by the same type and manufacturer when possible.

Prior to construction, contractor is to have homeowner demonstrate that sprinkler system is functional. Prior to payment the contractor is to verify that the sprinkler system is functional.

Bid Item No. 2. - UNSUITABLE MATERIAL REMOVAL & REPLACEMENT (Pipe/Culvert & Structure Bedding Only)

Payment for excavation, removal and replacement of unsuitable material will include excavation, disposal of unsuitable soft material uncovered under the ground surface, the furnishing, transportation, placement and compaction of fill material as replacement for unsuitable material and as approved by the Engineer. Unsuitable material shall conform to material classifications as specified in the Plans, City of Madeira Beach Standard Specifications and be approved by the Engineer.

Vertical measurement shall commence at the bottom of conduits (pipes) and structures only or as approved by the Engineer. Payment will be per cubic yard of material removed, disposed and replaced, as measured by each full truckload or other method agreed in advance, and will include the cost of the replacement of the removed material with alternative material (FDOT No. 57 stone) acceptable to the Engineer and all other incidentals necessary to complete this item. Compaction testing of installed replacement material, as required by the Plans and the City of Madeira Beach's Standard Specifications, shall also be included as part of the pay item (if applicable).

Payment under this item shall only be received if unsuitable material is found within the foundation of any structure and/or within the bedding of any pipe/culvert. Use of this pay item will require approval from the City and/or Engineer.

Payment shall be per cubic yard of unsuitable material removed and replaced. For pricing purposes, FDOT No. 57 stone shall be the substitute material.

Bid Item No. 3. – FLOWABLE FILL

When the item of flowable fill is included in the Contract. Payment will be made at the Contract unit price per cubic yard. Such price and payment will include all cost of the mixture, in place and accepted. No measurement and payment will be made for material placed outside the neat line limits or outside the adjusted limits, or for unused or wasted material. Payment will be made per cubic yard.

Bid Item No. 4 – BRICK PAVER DRIVEWAYS RESTORATION

Interlocking paving units shall generally be installed in accordance with manufacturer's requirements. The contractor is responsible for safe keeping of removed pavers for driveway restoration.

All materials, workmanship and restoration of features in the RIGHT-OF-WAY shall be to the satisfaction of the city engineer or inspector.

Installation: Install the architectural pavers in the following manner:

1. Minimum Paver Thickness: 2-3/8" (Concrete), 2-1/4" (Clay Brick). Concrete Pavers to conform to ASTM C936. Clay Brick Pavers to conform to ASTM C902.
4. Granular Base shall be in accordance with manufacturer's requirements (6" min.). Granular base shall be

Limerock (LBR 100) or Crushed Concrete (Graded Aggregate) compacted to at least 95,; modified Proctor Density (ASTM 01557).

2. Joints between the architectural pavers, on average, will be between 1/16 to 3/16 inch wide.
3. Fill gaps at the edges of the paved area with cut or edge architectural pavers.
4. When utilizing bedding and joint sand:
 - a. Use a low amplitude vibrator capable of 5,000 foot-pounds with 7-100 Hz frequencies to vibrate and compact architectural pavers into bedding sand.
 - b. Vibrate the architectural pavers, sweeping dry joint sand into the joints and vibrating, until the joints are full. Do not vibrate within 3 feet of the unrestrained edges of the architectural pavers.
 - c. At the end of each day, all work within 3 feet of laying face must be left fully compacted, with sand-filled joints.
 - d. Sweep off the excess sand.
5. Leave a final surface elevation of architectural pavers of 1/8 to 1/4 inch above adjacent drainage inlets, concrete collars or channels.
6. Do not permit the final surface elevations of the pavers to deviate more than 3/8 inch under a 10-foot-long straightedge, or more than 1/8 inch between adjacent pavers

Basis of Payment

The quantity to be paid for will be the plan quantity, in square feet, for architectural pavers completed and accepted.

All Pinellas County Utilities in IF Needed Items 5-13 will follow County Specification

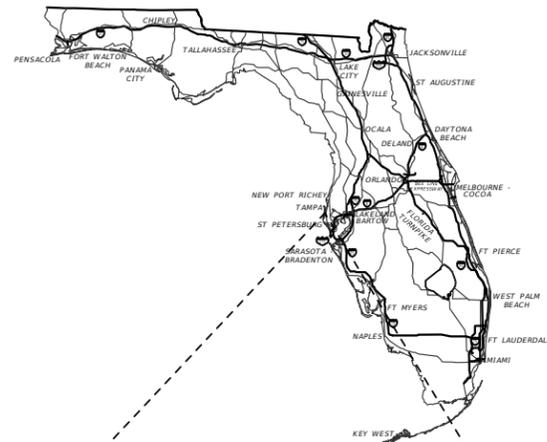
Pinellas County Utilities Technical Specifications, Standard Details and Authorized Materials List can be retrieved at website:

http://www.pinellascounty.org/utilities/PDF/eng_tech_specs.pdf

CONTRACT DOCUMENTS

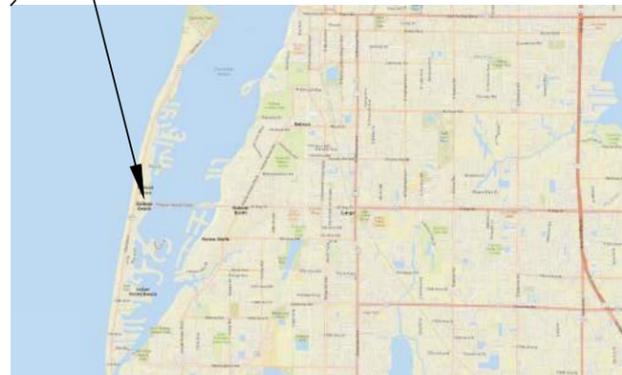
BELLEAIR BEACH DRAINAGE IMPROVEMENTS

PRELIMINARY PLANS PREPARED FOR:



444 CAUSEWAY BLVD.
BELLEAIR BEACH, FL 33786
PHONE NO: (727) 595-4646

PROJECT
VICINITY



VICINITY MAP
NOT TO SCALE

PROJECT
LOCATION



LOCATION MAP
NOT TO SCALE

SHEET LIST	
SHEET NO.	SHEET DESCRIPTION
G-1	COVER
G-2	GENERAL NOTES
G-3 - G-4	EROSION CONTROL AND DETAILS
V1-V20	SURVEY
C-1 - C-18	DRAINAGE PLAN
C-19 - C-20	OUTFALL IMPROVEMENTS

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

ABOVE GROUND AND / OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT - PROCEED WITH CAUTION - THE CONTRACTOR SHALL CALL SUNSHINE STATE "ONE CALL" AT 1-800-432-4770 AND THE UTILITY OWNERS IN ADVANCE OF BEGINNING WORK, IN ACCORDANCE WITH CHAPTER 556, FLORIDA STATUTES.



PLANS PREPARED BY:
GEMINI ENGINEERING & SCIENCES, INC.
360 CENTRAL AVENUE, SUITE 1020
ST. PETERSBURG, FL 33701



Larry L. Fluty, PE DATE
PE # 38628



PROJECT NO: 23027
DATE: October 20, 2023
SHEET NO: G-1

NO.	DESCRIPTION	BY	DATE

GENERAL NOTES

1. ALL WORKMANSHIP AND MATERIALS USED IN THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2015 EDITION, AND THE LATEST LOCAL GOVERNMENT AGENCY UTILITIES AND FDOT STANDARDS, DETAILS AND SPECIFICATIONS UNLESS OTHERWISE INDICATED.
2. THE ELEVATIONS SHOWN HEREON ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT) AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY DATUM PREPARED BY GEORGE A. SHIMP III & ASSOCIATES, 3391 DESOTO BLVD, SUITE D, PALM HARBOR, FLORIDA 34683 (727-784-6986)
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO USE WHATEVER MEANS NECESSARY TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT TO SURFACE DRAINS AND DURING CONSTRUCTION. SEE EROSION CONTROL NOTES AND POLLUTION PREVENTION PLAN FOR ADDITIONAL INFORMATION.
4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY. SPECIAL PRECAUTIONS MAY BE REQUIRED IN THE VICINITY OF POWER LINES AND OTHER UTILITIES.
5. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SAFETY.
6. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
7. ALL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4,000 PSI (28 DAY STRENGTH), UNLESS OTHERWISE NOTED.
8. ALL DISTURBED GRASSED AREAS SHALL BE RESOODED WITHIN 72 HOURS UNLESS OTHERWISE INDICATED.
9. CONTRACTOR TO RESTORE ALL AREAS DISTURBED BY HIS OPERATION TO THEIR ORIGINAL OR BETTER CONDITION.
10. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND SANITARIUMS THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITY TO THE PROPERTY LINE AT A MINIMUM. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE ENGINEER AND REQUESTING A CLARIFICATION OF PLANS PRIOR TO DEMOLITION.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL REQUIRED ROAD CROSSING PERMITS, AND OTHER CONSTRUCTION PERMITS NOT FURNISHED BY THE OWNER, PRIOR TO THE START OF ANY CONSTRUCTION OR DEMOLITION.
12. SPECIAL CARE IS TO BE TAKEN SO THAT PROTECTED TREES REMAIN UNHARMED DURING CONSTRUCTION IN ANY EVENT, NO TREE(S) SHALL BE REMOVED UNLESS DESIGNATED FOR REMOVAL ON THE PLANS.
13. REFERENCED INDEX NUMBERS REFER TO FLORIDA DEPARTMENT OF TRANSPORTATION ROAD DESIGN STANDARDS, LATEST EDITION.
14. ALL SODDING, SEEDING AND MULCHING SHALL INCLUDE WATERING AND FERTILIZATION SHALL BE IN ACCORDANCE WITH CITY OF BELLEAIR BEACH LAND DEVELOPMENT CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UP TO AND INCLUDING THE INITIAL MOVING.
15. CONTRACTOR IS ADVISED TO BECOME FAMILIAR WITH THE OVERALL SCOPE OF WORK TO BE PERFORMED PRIOR TO CONSTRUCTION.
16. THE CONTRACTOR SHALL PROVIDE CERTIFIED STORMWATER RECORD DRAWINGS (AS-BUILTS), SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA PRIOR TO CERTIFICATION BY THE ENGINEER OF RECORD. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES AND LOCATIONS ON ALL STORMWATER FACILITIES, DRAINAGE STRUCTURES, BERMS & SWALES. THE RECORD DRAWINGS MUST COMPLY WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICTS (SWFWM) "AS-BUILT" DRAWINGS AND INFORMATION CHECKLIST, FORM 547.2750C (4/09) PER SWERP RULE 40D-4.35(12)(a). F.A.C. THE CONTRACTOR SHALL PROVIDE TEN (10) COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER OF RECORD FOR THE PURPOSE OF CERTIFYING THE STORMWATER MANAGEMENT SYSTEM.
17. THE CONTRACTOR SHALL LOCATE AND STAKE ALL PROPERTY CORNERS PRIOR TO FINAL ENGINEERING INSPECTION AND CERTIFICATION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO RE-ESTABLISH THE PROPERTY CORNERS WHICH HAVE BEEN LOST DURING CONSTRUCTION BY A PROFESSIONAL LAND SURVEYOR.
18. WORK SHALL NOT COMMENCE UNTIL ALL PERMITS REQUIRED FOR THE SUBJECT PORTION OF THE PROJECT ARE OBTAINED. IT IS THE CONTRACTORS RESPONSIBILITY TO HAVE ALL REQUIRED PERMITS AND/OR EVIDENCE OF COMPLIANCE WITH APPLICABLE REGULATIONS ON SITE AT ALL TIMES DURING THE EXECUTION OF WORK. SPECIFIC PERMITS MAY BE REQUIRED FOR THE INSTALLATION OF POTABLE WATER LINES, SANITARY SEWER LINES, STORMWATER PIPES, ETC. TREE BARRICADES AND EROSION SILTATION CONTROL MUST BE INSTALLED AND MAINTAINED PRIOR TO COMMENCING CONSTRUCTION.
19. CONSTRUCTION SHALL PROCEED SUCH THAT ALL STORMWATER FACILITIES WITHIN A WATERSHED AREA ARE IN PLACE AND OPERATIONAL PRIOR TO DEMOLITION AND/OR CONSTRUCTION OF IMPERVIOUS SURFACES WITHIN THAT AREA (IF APPLICABLE).
20. NO STOCKPILING OF MATERIALS IN ROADWAY ROW OR ON SIDEWALK, ROW, ROADS AND SIDEWALKS TO BE SWEEP DAILY AS PART OF DAILY CLEAN UP.
21. CONTRACTOR IS TO EXERCISE CAUTION IN THE VICINITY OF TREES TO REMAIN AND IS RESPONSIBLE FOR ANY DAMAGE RESULTING FROM HIS WORK.
22. GENERAL CONTRACTOR SHALL COORDINATE LOCATION AND INSTALLATION OF ELECTRICAL SERVICE EQUIPMENT IN ACCORDANCE WITH THE LOCAL AUTHORITY HAVING JURISDICTION.
23. CONTRACTOR TO FAMILIARIZE THEMSELVES WITH THE PROJECTS GEOTECHNICAL REPORT FOR AND ADHERE TO THE RECOMMENDATIONS FOR PAVEMENT SECTIONS AND ANY OTHER RECOMMENDATIONS RELATED TO CONSTRUCTION OF THIS PROJECT.
24. CONTRACTOR SHALL BECOME FAMILIAR WITH WATER MANAGEMENT DISTRICT PERMIT, FDEP NOTICE OF INTENT, FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES, PROJECT STORMWATER POLLUTION PREVENTION PLAN (ATTACHED) RIGHT-OF-WAY, UTILITY, AND ALL PERMITS ASSOCIATED WITH THE PROJECT.
25. ALL NOTES APPLY TO ALL SHEETS WHERE APPLICABLE.
26. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THE WORK PRIOR TO CONSTRUCTION.
27. THE CONTRACTOR SHALL CHECK THE PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNERS ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
28. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNERS ENGINEER, SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS WHICH ARE TO BE USED ON THIS PROJECT. FAILURE TO OBTAIN APPROVAL MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTORS EXPENSE.
29. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.

PLAN NOTES:

1. IF MILLING OPERATIONS DISTURB THE EXISTING BASE MATERIAL LAYER, THE CONTRACTOR SHALL ONLY MILL AREAS THAT CAN BE OVERLAD (RESURFACED WITH INITIAL ASPHALT LIFT) IN THE SAME WORKING DAY.
2. MEET AND MATCH EXISTING GRADES AT RESURFACING LIMITS.
3. ADJUST ALL VALVES BOXES AND MANHOLE FRAME AND COVERS TO FINAL GRADE AS NEEDED.

WITHIN RESURFACING LIMITS. COSTS ASSOCIATED WITH THESE ADJUSTMENTS SHALL BE INCLUDED IN THE UNIT PRICE FOR MILLING OPERATION.

4. PLACE PAVEMENT MARKINGS AND SIGNAGE TO MATCH THE EXISTING CONDITIONS. THE COSTS FOR PAVEMENT MARKINGS AND SIGNAGE SHALL BE INCLUDED IN THE COSTS FOR THE RESURFACING OPERATION.
5. THE CONTRACTOR IS TO USE CAUTION WHEN REMOVING AND REPLACING EXISTING EXISTING DRIVEWAY, PAVERS ETC. SHALL BE PROTECTED DURING THE REMOVAL PROCESS. IF THE CONTRACTOR DAMAGES EXISTING DRIVEWAYS DURING THE REMOVAL OF THE EXISTING SIDEWALK THE CONTRACTOR SHALL REMOVE AND REPLACE DAMAGED AREAS TO THE SATISFACTION OF THE CITY AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL PROTECT PERSONAL PROPERTY DURING THE CONSTRUCTION PROCESS. DAMAGE TO PERSONAL PROPERTY SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY AND OWNER.

GENERAL UTILITY NOTES

1. EXCEPT WHERE THE PLANS AND SPECIFICATIONS PROVIDE THAT SUCH WORK SHALL BE PERFORMED UNDER THE CONTRACT FOR THIS PROJECT, ALL UTILITIES INTERFERING WITH CONSTRUCTION SHALL BE REMOVED, RELOCATED, OR ADJUSTED BY THEIR OWNERS, AT THEIR EXPENSE. THE CONTRACTOR SHALL ARRANGE HIS SCHEDULE TO ALLOW UTILITY OWNERS TIME FOR THE NECESSARY RELOCATION AND ADJUSTMENT OF UTILITIES AND RELATED STRUCTURES.
2. ABOVE GROUND AND OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT - PROCEED WITH CAUTION - THE CONTRACTOR SHALL CALL "SUNSHINE STATE ONE CALL" AND THE UTILITY OWNERS IN ADVANCE OF BEGINNING WORK, IN ACCORDANCE WITH CHAPTER 556, FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION & SAFETY. ALL UTILITY OWNERS MAY NOT BE A MEMBER, REQUIRING DIRECT CONTACT. THE CONTRACTOR SHALL FURTHER COORDINATE WITH UTILITY OWNERS TO RESOLVE CONFLICTS THAT MAY ARISE IN THE FIELD DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY UTILITIES DAMAGED AS A RESULT OF THE CONTRACTORS FAILURE TO CALL "SUNSHINE STATE ONE CALL" AND THE UTILITY OWNERS.
3. THE CONTRACTOR IS REQUIRED TO COORDINATE AND/OR PROVIDE FOR THE BRACING/SUPPORT OF EXISTING UTILITY POLES WITH THE UTILITY OWNERS, PRIOR TO THE COMMENCEMENT OF EXCAVATION/CONSTRUCTION ACTIVITIES.
4. THE CONTRACTOR SHALL PROVIDE TEMPORARY FACILITIES AS REQUIRED TO ISOLATE PIPELINES INSTALLED UNDER THIS CONTRACT FOR THE PERFORMANCE OF TESTING UNDER THIS CONTRACT. LIKEWISE, PROVIDE TEMPORARY FACILITIES AS REQUIRED TO MAINTAIN WASTEWATER SERVICE THROUGHOUT THE CONSTRUCTION PERIOD.
5. ALL EXISTING WATER MAINS, SANITARY SEWER LINES, WATER/SEWER PUMP STATIONS AND OTHER UTILITIES SHALL REMAIN IN SERVICE UNTIL THE RELOCATED UTILITIES ARE PLACED IN SERVICE. COORDINATE ALL UTILITY RELATED CONSTRUCTION ACTIVITIES WITH THE OWNER OF THESE UTILITIES.
6. ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY WILL BE IN ACCORDANCE WITH THE PRACTICES REQUIRED BY FDOT AND LOCAL GOVERNMENT AGENCY LAND DEVELOPMENT CODE ALONG WITH THE FDOT UTILITY ACCOMMODATION MANUAL.
7. CONTRACTOR WILL NOTIFY THE RESPONSIBLE UTILITY FOR RELOCATION OF METER BOXES FOR POTABLE WATER AND NON-POTABLE WATER SERVICES.
8. THE LOCATIONS AND SIZE OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. FURTHER, THERE IS NO GUARANTEE THAT ALL EXISTING FACILITIES HAVE BEEN FOUND OR SHOWN. THE CONTRACTOR IS FOREWARNED TO ASCERTAIN AND DETERMINE PRECISE LOCATIONS PRIOR TO EXCAVATING. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL VOUCHERS CARRIED IN OVERHEAD OR UNDERGROUND UTILITY SERVICES. NO CLAIM FOR EXTRA COST SHALL BE MADE AGAINST THE OWNER OR ENGINEER FOR THE AFOREMENTIONED APPROXIMATIONS. THE CONTRACTOR SHALL LOCATE EXACTLY ALL UTILITIES THAT CROSS THE PROPOSED PROJECT LIMITS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, OWNER, CITY AND COUNTY INCLUDING ALL UTILITY COMPANIES AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. CONTRACTOR SHALL CALL "SUNSHINE STATE ONE CALL" (811) A MINIMUM OF 2-DAYS AND A MAXIMUM OF 5-DAYS PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY AND COORDINATE WATER AND SEWER SERVICES WITH LOCAL GOVERNMENT AGENCY.
10. ALL UNDERGROUND UTILITIES MUST BE INSTALLED BEFORE ROADWAY BASE AND SURFACE ARE CONSTRUCTED.
11. ALL PIPE LENGTHS ARE PLUS OR MINUS.
12. PIPE MEASUREMENTS ARE TO CENTER OF STRUCTURES OR FITTINGS. PIPE MEASUREMENTS FOR MITERED END SECTIONS ARE IN END OF PIPE.
13. CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITY CONNECTION POINTS PRIOR TO STARTING CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER AND OWNER OF ANY DISCREPANCIES FOUND.
14. ADJUSTMENT OF INLETS, JUNCTION BOXES, MANHOLE TOPS, WATER VALVES, WATER METERS ETC. SHALL BE INCLUDED AND NO CLAIM SHALL BE MADE AGAINST THE OWNER OR ENGINEER FOR THESE ADJUSTMENTS, IF REQUIRED.
15. ALL BACKFILL OVER ANY PIPE (STORM SEWER, SANITARY SEWER, OR WATERLINES) THAT IS INSTALLED UNDER ROADWAYS OR WITHIN THE EMBANKMENT OF THE ROADWAY, SHALL BE COMPACTED IN ACCORDANCE WITH FLORIDA D.O.T. STANDARD SPECIFICATIONS, SECTION 125-8 (BACKFILLING) LATEST EDITION OR LOCAL GOVERNMENT AGENCY REQUIREMENTS.
16. ALL EXISTING UTILITIES (INCLUDING STORMWATER FACILITIES) SHALL BE KEPT IN OPERATION EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE UTILITY OWNER. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE EXISTING UTILITIES AND ANY AND ALL DAMAGE TO EXISTING UTILITIES AS A RESULT OF THE CONTRACTORS ACTIONS SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
17. CONTRACTOR TO REPAIR IN KIND ANY DISTURBED AREAS DUE TO UTILITY INSTALLATIONS. CONTRACTOR TO ROOT PRUNE ANY TREES IN VICINITY OF PROPOSED UTILITY INSTALLATIONS.
18. DUCTILE IRON PIPE MUST BE INSTALLED BETWEEN ANY TAP AND BACKFLOW PREVENTORS DEVICE AT LEAST ONE JOINT OF DUCTILE IRON PIPE TO BE INSTALLED ON THE SERVICE SIDE OF ANY BACKFLOW PREVENTORS DEVICE.

ELECTRICAL AND TELEPHONE NOTES

1. ALL ELECTRICAL SERVICE SHALL BE INSTALLED UNDERGROUND.
2. ELECTRIC SERVICE TO POINTS OF CONNECTION TO BE PROVIDED BY UTILITY OWNER; CONTRACTOR TO COORDINATE.
3. CONTRACTOR TO INSTALL PVC CONDUITS FOR ELECTRICAL AND TELEPHONE SERVICE (TO 3 PROPERTY LINE) AND COORDINATE INSTALLATION OF SERVICES AND LIGHTING DESIGN WITH UTILITY AGENCY.
4. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR RELOCATION OF ANY POWER POLES WITHIN PROJECT AREA AND RIGHT-OF-WAYS.
5. CONTRACTOR TO EXERCISE EXTREME CARE IN NEW CONSTRUCTION AREAS TO AVOID IMPACTS TO HIGHLY SENSITIVE UTILITIES.

EROSION CONTROL MEASURES NOTE:

REQUIRED EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS, AS PROVIDED BY CHAPTERS 4004 AND 435-40, F.A.C. INITIATION OF CIVIL PENALTY PROCEDURES PURSUANT TO SECTION 373.129, F.A.C., CAN RESULT IN A PENALTY NOT TO EXCEED \$10,000 PER OFFENSE WITH EACH DATE DURING WHICH SUCH VIOLATION OCCURS CONSTITUTING A SEPARATE OFFENSE. CONTRACTOR TO ACHERE TO GENERAL DUST CONTROL NOTES EROSION SILTATION AND SEDIMENT CONTROL NOTES, AND SILT FENCE, TURBIDITY BARRIER AND TREE BARRICADE DETAILS INCLUDED IN THESE DOCUMENTS.

FUGITIVE DUST CONTROL NOTE

THE CONTRACTOR SHALL TAKE ALL REASONABLE MEANS TO ELIMINATE THE TRANSPORT OF DUST FROM THE PROJECT SITE. SPECIAL MEASURES SUCH AS PERIODICALLY APPLYING WATER TO THE WORK SITE TO PREVENT DUST SHALL BE INCORPORATED INTO THE CONTRACTORS WORK PLAN. CONTRACTOR TO ADHERE TO DUST CONTROL NOTES INCLUDED IN THESE DOCUMENTS

TRAFFIC CONTROL/MOT NOTES

1. THE CONTRACTOR IS REQUIRED TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO LOCAL GOVERNMENT AGENCY FOR REVIEW AND APPROVAL.
2. THE CONTRACTOR SHALL INSTALL ALL APPROVED TRAFFIC CONTROL DEVICES PRIOR TO COMMENCING CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION, INSTALLATION, AND COORDINATION OF ALL TRAFFIC SIGNS AND BARRICADES WITH LOCAL GOVERNMENT AGENCY.
4. THE CONTRACTOR SHALL NOTIFY THE LOCAL GOVERNMENT AGENCY PUBLIC WORKS OFFICE, RIGHT-OF-WAY, THE FIRE DEPARTMENT, THE POLICE DEPARTMENT, ALL GOVERNMENTAL TRAFFIC DEPARTMENTS AND ANY ADJACENT BUSINESSES PRIOR TO ANY STREET BEING CLOSED OR MADE IMPASSABLE.
5. THE CONTRACTOR SHALL PROVIDE TEMPORARY GRADE TRANSITIONS DURING CONSTRUCTION TO ALLOW VEHICULAR ACCESS TO ADJACENT RESIDENTS, AS NECESSARY TO PROVIDE ACCESS.
6. SIGNS & BARRICADES SHALL BE IN ACCORDANCE WITH THE US DEPARTMENT OF TRANSPORTATIONS "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND THE "FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS" INDEXES 600 THRU 670 (LATEST EDITION).
7. MAINTENANCE OF TRAFFIC FOR THE WORK TO BE PERFORMED WITHIN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX NUMBERS 600, 622, 623, AND 660. NO LANE CLOSURES ARE PERMITTED WITHOUT PRIOR APPROVAL, HAVING BEEN OBTAINED FROM LOCAL GOVERNMENT AGENCY.
8. A CONTRACTOR TO REFER TO FDOT INDEX NO. 860 FOR ALL MAINTENANCE OF PEDESTRIAN TRAFFIC AND CONTROL FOR SIDEWALK CLOSURES.
9. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SAFE AND EASILY ACCESSIBLE PAVED OR UNPAVED PATHWAY FOR PEDESTRIAN TRAFFIC THROUGH THE WORK ZONE FOR THE DURATION OF THE PROJECT. IF THE PATHWAY LIES ALONG A DESIGNATED SCHOOL PATH THEN THE CONTRACTOR MUST PROVIDE ADEQUATE SUPERVISION AND/OR GUIDANCE TO THE SCHOOL AND STUDENTS AS THEY TRAVERSE THRU THE WORK ZONE.
10. THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY ALL APPROPRIATE AGENCIES (PARTIAL LIST BELOW PRIOR TO ANY LANE CLOSURES ON AN ARTERIAL OR COLLECTOR ROADWAY THAT WOULD EXCEED ONE HOUR IN LENGTH. A PUBLIC WORKS, B) SHERIFFS OFFICE, C) TRANSIT AUTHORITY, D) SCHOOL TRANSPORTATION, E) EMS & FIRE ADMINISTRATION.
11. FOR WORK WITHIN FDOT RIGHT-OF-WAY, THE FDOT REQUIRES DOCUMENTATION FOR SUCCESSFUL COMPLETION OF AN APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE FOR THE AGENCY, UTILITY OR CONTRACTOR EMPLOYEE(S) DESIGNING, INSTALLING AND/OR MAINTAINING THE APPROVED MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH DEPARTMENT PROCEDURE TOPIC NO. 628-010-010. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE DESIGNED AND INSTALLED TO MEET THE EXISTING POSTED SPEED LIMIT.

GENERAL DUST CONTROL NOTES

1. CONTRACTOR TO USE BEST MANAGEMENT PRACTICES (BMPs) TO REDUCE SURFACE AND AIR MOVEMENT OF DUST DURING LAND DISTURBING, DEMOLITION AND CONSTRUCTION ACTIVITIES. CONTRACTOR TO BECOME FAMILIAR WITH THE CONTENTS OF THE STORMWATER POLLUTION PREVENTION PLAN AND KEEP A COPY ON SITE AT ALL TIMES DURING CONSTRUCTION.
2. CONTRACTOR TO PREVENT SURFACE AND AIR MOVEMENT OF DUST FROM EXPOSED SOIL SURFACES AND REDUCE THE PRESENCE OF AIRBORNE SUBSTANCES WHICH MAY BE HARMFUL, OR INJURIOUS TO HUMAN HEALTH, WELFARE, OR SAFETY, OR TO ANIMAL PLANT LIFE AND IN AREAS SUBJECT TO SURFACE AND AIR MOVEMENT OF DUST WHERE ON-SITE AND OFF-SITE OF DAMAGE IS LIKELY TO OCCUR IF PREVENTIVE MEASURES ARE NOT TAKEN.
3. CONSTRUCTION ACTIVITIES INEVITABLY RESULT IN THE EXPOSURE AND DISTURBANCE OF SOIL. FUGITIVE DUST IS EMITTED BOTH DURING THE ACTIVITIES (IE EXCAVATION, DEMOLITION, VEHICLE TRAFFIC, HUMAN ACTIVITY) AND AS A RESULT OF WIND EROSION OVER THE EXPOSED EARTH SURFACES. LARGE QUANTITIES OF DUST ARE TYPICALLY GENERATED IN HEAVY CONSTRUCTION ACTIVITIES, SUCH AS ROAD AND STREET CONSTRUCTION AND SUBDIVISION, COMMERCIAL AND INDUSTRIAL DEVELOPMENT, WHICH INVOLVE DISTURBANCE OF SIGNIFICANT AREAS OF SOIL SURFACE. RESEARCH AT CONSTRUCTION SITES HAS ESTABLISHED AN AVERAGE DUST EMISSION RATE OF 1.2 TONS PER MONTH FOR ACTIVE CONSTRUCTION. EARTH-MOVING ACTIVITIES COMPRISE THE MAJOR SORES OF CONSTRUCTION DUST EMISSIONS, BUT TRAFFIC AND GENERAL DISTURBANCE OF THE SOIL ALSO GENERATE SIGNIFICANT DUST EMISSION. IN PLANNING FOR DUST CONTROL, IT SHOULD BE OBVIOUS THAT THE LESS SOIL IS EXPOSED AT ONE TIME, THE LESS POTENTIAL THERE WILL BE FOR DUST GENERATION PHASING A PROJECT AND UTILIZING TEMPORARY STABILIZATION PRACTICES UPON THE COMPLETION OF GRADING CAN SIGNIFICANTLY REDUCE DUST EMISSIONS.

TEMPORARY MEASURES:

1. MULCHES- A NATURAL OR ARTIFICIAL LAYER OF PLANT MATERIALS OR OTHER MATERIALS THAT WILL NOT FLOAT OR WASH AWAY.
2. VEGETATIVE- TEMPORARY SEEDING OR GROUND COVERS.
3. TILLAGE- THIS PRACTICE IS DESIGNED TO ROUGHEN AND BRING CLOS TO THE SURFACE. IT IS AN EMERGENCY MEASURE WHICH SHOULD BE USED BEFORE WIND EROSION STARTS. BERING PLOWING ON WINDWARD SIDE OF SITE. CHISEL -TYPE PLOWS WITH 12-INCH SPACING, SPRING -TOOTHED HARROWS, AND SIMILAR PLOWS ARE EXAMPLES OF EQUIPMENT WHICH MAY PROVIDE THE DESIRED EFFECT.
4. IRRIGATION- THIS IS GENERALLY DONE AS AN EMERGENCY TREATMENT. SITE IS SPRINKLED WITH WATER UNTIL THE SURFACE IS WET, REPEAT AS NEEDED, TO PREVENT CARRYOUT OF MUD ONTO STREETS, REFER TO TEMPORARY GRAVEL CONSTRUCTION ENTRANCE.
5. BARRIERS- SOLID BOARD FENCE, BURL LAY FENCE, CREATE WALLS, BALES OF HAY AND SIMILAR MATERIAL CAN BE USED TO CONTROL AIR CURRENTS AND AT INTERVALS OF ABOUT 15 TIMES THE BARRIER HEIGHT ARE EFFECTIVE IN CONTROLLING WIND EROSION.
6. PERMANENT VEGETATION- PERMANENT SEEDING AND PERMANENT STABILIZATION WITH SO2.
7. TOP SOILING- THIS ENTAILS COVERING THE SURFACE WITH LESS EROSIIVE SOIL MATERIAL.
8. STONE- COVER SURFACE WITH CRUSHED STONE OR COARSE GRAVEL.

SITE DATA

- PRE-DEVELOPMENT SITE DATA
 1. TOTAL PROJECT AREA: 1.63 ACRES
 2. RECEIVING WATERS INTERCOASTAL WATERWAY/CLEARWATER HARBOR
 3. FLOOD ZONE: AE (10)

- POST-DEVELOPMENT DATA
 1. TOTAL PROJECT AREA: 1.63 ACRES
 2. RECEIVING WATERS INTERCOASTAL WATERWAY/CLEARWATER HARBOR
 3. FLOOD ZONE: AE (10)

- PROJECT DATA
 1. PROJECT TYPE DRAINAGE IMPROVEMENT PROJECT
 2. PROPOSED CONSTRUCTION SEQUENCE

- a. COMPLETE EROSION CONTROL MEASURES INSTALLATION

- a. COMPLETE CLEARING AND GRUBBING
- c. EARTH WORK ACTIVITIES AS REQUIRED
- d. STORMWATER SYSTEM CONSTRUCTION
- e. FINAL RESTORATION

THE STORMWATER SYSTEM WILL BE OPERATED AND MAINTAINED BY THE CITY OF BELLEAIR BEACH.

SITE DEMOLITION NOTES:

1. EXISTING IMPROVEMENTS WITHIN THE SITE IMPROVEMENT AREA TO BE REMOVED AS INDICATED, UNLESS OTHERWISE NOTED. THIS INCLUDES, BUT NOT LIMITED TO THE FOLLOWING: ROADWAYS, PARKING, CURBS, SIDEWALKS, CONCRETE, PAVERS UTILITIES STORM INFRASTRUCTURE LANDSCAPE/HARDSCAPE
2. EXISTING IRRIGATION INFRASTRUCTURE SHALL REMAIN IN PLACE, MODIFIED OR BE RELOCATED AS REQUIRED TO ACCOMMODATE PROPOSED IMPROVEMENTS.
3. REFERENCE GENERAL NOTES, DETAILS AND SPECIFICATIONS FOR DEMOLITION, EROSION AND SEDIMENTATION REQUIREMENTS.
4. REFERENCE DEMOLITION AND LANDSCAPE PLANS FOR EXISTING TREE PROTECTION AND REMOVAL.
5. REFERENCE BOUNDARY AND TOPOGRAPHIC SURVEY LEGEND FOR EXPLANATION OF SYMBOLS AND ACRONYMS. ANY EXISTING IMPACTED UTILITIES SHALL BE CUT AND CAPPED PRIOR TO DEMOLITION, THE ENGINEER OF RECORD SHALL BE NOTIFIED.
6. ALL EXISTING UTILITIES TO REMAIN SHALL BE PROTECTED DURING DEMOLITION.
7. DEMOLITION SHALL NOT CAUSE ANY SERVICE INTERRUPTIONS FOR ON OR OFFSITE UTILITY CUSTOMERS.
8. CONTRACTOR TO COORDINATE AND INCLUDE ANY NECESSARY COSTS FOR UTILITY COMPANY UTILITIES INCLUDING TEMPORARY AND/OR RELOCATED POWER, TELEPHONE, GAS, ETC. TO SERVICE THE PROJECT
9. ANY PVIOUS AREAS DISTURBED SHALL BE RESOODED.

SURVEY NOTES

1. THIS PROPERTY WAS SURVEYED BASED ON THE PROPERTY'S LEGAL DESCRIPTION, AS SHOWN HEREON, WHICH UNLESS OTHERWISE STATED, WAS PROVIDED TO THE SURVEYOR BY THE CLIENT, OR CLIENTS DESIGNATED AGENT.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE CONDITIONS LIMITATIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, RESERVATIONS, EASEMENTS AND/OR OTHER MATTERS OF RECORD, NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR, EXCEPT AS SHOWN.
3. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER MATTERS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREON AND MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. BASIS OF BEARINGS: MEASURED BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.
5. THERE ARE NO VISIBLE ENCROACHMENTS, EXCEPT AS SHOWN HEREON.
6. THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES, NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.
7. ALL BUILDING TIES, PROPERTY MARKER LOCATIONS AND OTHER SITE IMPROVEMENT LOCATIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO ADJACENT BOUNDARY LINES, UNLESS OTHERWISE STATED.
8. NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.
9. BECAUSE OF THE POSSIBILITY OF MOVEMENT OF THE MONUMENTATION FROM ITS ORIGINAL PLACEMENT BY PERSONS OTHER THAN THE SURVEYOR, IT IS RECOMMENDED THAT PRIOR TO ANY NEW IMPROVEMENTS ON THE PROPERTY THAT THE POSITION OF THE MONUMENTATION BE VERIFIED.
10. FENCES AND WALLS (IF ANY) SHOWN ALONG THE BOUNDARIES OF THIS SURVEY ARE EXAGGERATED FOR CLARITY AND OWNERSHIP IS NOT DETERMINED. THE TIES AT THE PROPERTY CORNERS OR AT SPECIFICALLY DESIGNATED POINTS ARE BASED UPON FIELD LOCATIONS. FENCES AND WALLS ALONG OTHER PROPERTY BOUNDARIES MEANDER AND ARE APPROXIMATE. PRIOR TO THE RECONSTRUCTION OF ANY FENCES OR WALLS, IT WOULD BE PRUDENT TO HAVE THE BOUNDARY LINE STAKED.
11. THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
12. THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY AND UNLESS OTHERWISE SHOWN, IS BASED ON EXISTING SURVEY MONUMENTATION AS FOUND IN THE FIELD.
13. THE ACCURACY OF THIS SURVEY, AS OBTAINED BY FIELD-MEASURED CONTROL MEASUREMENTS AND CALCULATIONS, MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY REQUIREMENT AS SPECIFIED IN THE MINIMUM TECHNICAL STANDARDS (5A-17, FLORIDA ADMINISTRATIVE CODE).
14. THIS SURVEY IS BEING CERTIFIED ACCORDING TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE (IF ANY).
15. THIS SURVEY SHALL NOT BE FILED FOR PUBLIC RECORDS WITHOUT THE KNOWLEDGE AND THE EXPRESS WRITTEN CONSENT OF THE SURVEYOR.
16. UNLESS OTHERWISE SHOWN, THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED ON THE DEFINITION OF A FOOT AS ADOPTED BY THE UNITED STATES BUREAU OF STANDARDS AND REFER TO THE HORIZONTAL PLANE.
17. TREES BY NATURE ARE IRREGULAR IN SHAPE AND SIZE AND EVERY EFFORT IS MADE TO ACCURATELY LOCATE THEM. THE TREE SIZE IS DETERMINED AT CHEST HEIGHT DIAMETER AND THE TREE LOCATION IS CENTER OF THE TREE TRUNK. ANY TREE LOCATIONS THAT ARE CRITICAL TO DESIGN SHOULD BE FIELD VERIFIED. EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY THE TREES SHOWN HEREON. HOWEVER, TREE IDENTIFICATION IS OUTSIDE THE AREA OF EXPERTISE OF A PROFESSIONAL SURVEYOR AND MAPPER, THEREFORE, THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR IDENTIFICATION OF TREE SPECIES. ALL TREE TYPES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT ARE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.

18. THIS SURVEY SHALL NOT BE USED WITH A SURVEY AFFIDAVIT. AN INCORRECT SURVEY AFFIDAVIT CAN INCREASE THE OWNER/BUYERS LIABILITY, DECREASE THEIR LEGAL RIGHTS AND PROTECTIONS WHICH ARE AFFORDED BY A CURRENT SURVEY AND MAY RESULT IN COSTLY LITIGATION AS WELL, AN INCORRECT SURVEY AFFIDAVIT CAN BE THE RESULT OF CHANGES MADE TO THE PROPERTY SINCE THE DATE OF THE LAST SURVEY, WHICH MAY INCLUDE IMPROVEMENTS MADE BY THE OWNER, ADJACENT OWNERS OR UTILITY COMPANIES OR CHANGES IN THE SURVEY BOUNDARY MONUMENTATION. USE OF THIS SURVEY BY A LENDING INSTITUTION OR TITLE COMPANY IN CONJUNCTION WITH A SURVEY AFFIDAVIT IS STRICTLY PROHIBITED AND SHALL RENDER THIS SURVEY NULL AND VOID.
19. BENCH MARK: THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988) AS ESTABLISHED FROM N.G.S. CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) 1 WALCHILL CORS ARP, MAC DILL AFB 5 CORS ARP AND ZEPHYRHILLS CORS ARP USING THE ONLINE POSITIONING USER SERVICE (O.P.U.S.) ON JANUARY 19, 2018.

LEGEND

- ☒ = CABLE VAULT
- ☒ = ELECTRIC BOX
- ☒ = ELECTRIC METER
- ▲ = ELEVATION
- ☒ = FIRE HYDRANT
- ☒ = GAS MARKER
- = GAS VALVE
- = LIGHT POLE
- ☒ = MAIL BOX
- ☒ = POWER POLE
- ☒ = RECLAIMED WATER METER
- ☒ = RECLAIMED WATER VALVE
- ☒ = SANITARY SEWER MANHOLE
- ☒ = SEWER CLEAN OUT
- = SIGN
- ☒ = STORM SEWER MANHOLE
- ☒ = TELEPHONE BOX
- ☒ = TRANSFORMER
- ☒ = UNKNOWN VAULT
- ☒ = WATER METER
- ☒ = WATER VALVE
- = GUY WIRE
- = OVERHEAD WIRES
- G — = U.C. GAS LINE
- P — = U.C. POWER LINE
- S — = U.C. SANITARY SEWER LINE
- D — = U.C. STORM SEWER LINE
- T — = U.C. TELEPHONE LINE
- = 0.6' CURB
- = 2' VALLEY CURB
- = 2' CURB & GUTTER
- ☒ = OAK
- ☒ = PALM
- ☒ = PINE
- ☒ = UNKNOWN
- ☒ = UNKNOWN
- ☒ = UNKNOWN

SURVEY ABBREVIATIONS

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> A = ARC LENGTH A/C = AIR CONDITIONER AF = ALUMINUM FENCE ALM = ALUMINUM AMP = ASPHALT BE = BASE FLOOD ELEVATION BLD = BUILDING BLK = BLOCK BM = BENCH MARK BNRY = BOUNDARY BR = BARBED WIRE FENCE C = CALCULATED CD = CONDUIT CB = CONCRETE BLOCK STRUCTURE CHD = CHD CL = CENTERLINE CLF = CHAIN LINK FENCE COL = COLLUM COL = COLUMN CONC = CONCRETE CO = COUNTY ROAD C/S = CONCRETE SLAB COR = CORNER COV = COVERED AREA PK = PARKER KALCH PL = PROPERTY LINE POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT POL = POINT ON LINE PP = POWER POLE PRC = POINT OF REVERSE CURVATURE PRM = PERMANENT REFERENCE MONUMENT PROP = PROPERTY RES = RESIDENCE RL = RADIAL LINE RLS = RESTRICTED LAND SURVEYOR ROD = ROUND ROG = RANGE ROS = ROAD ROAD SPIKE R/W = RIGHT-OF-WAY SCM = SET CONCRETE MONUMENT SEC = SECTORED ENCLOSURE SEC = SECTION | <ul style="list-style-type: none"> D = DEED DOT = DEPARTMENT OF TRANSPORTATION DRNG = DRAINAGE D/W = DRIVEWAY EL OR ELEV = ELEVATION ESP = EDGE OF PAVEMENT ESW = EDGE OF WATER ESW = EASEMENT FCM = FOUND CONCRETE MONUMENT FES = FENCED END SECTION FP = FOUND IRON ROD FL = FLOW LINE FLD = FIELD FND = FOUND FPF = FOUND FOUND PIPE FPF = FOUND FINISHED PIPE FRM = FRAME FZL = FLOOD ZONE LINE GAP = GARAGE G/E = GLASS ENCLOSURE HFC = HIGH WIRE FENCE HNE = HIGH WATER LINE HW = HIGHWAY SET HAD = SET MAIL AND DISK LHM 1634 SR = SET 1/2" IRON ROD LHM 1634 SQ = SQUARE SPL = SPLIT RAIL FENCE SR = STATE ROAD STY = STORY SUB = SUBDIVISION S/R = SIDEWALK SUB = SUBDIVISION PSM = PROFESSIONAL SURVEYOR & MAPPER TC = TOP OF CURB TOP = TOP OF BANK TOS = TOE OF SLOPE TRANS = TRANSFORMER TWP = TOWNSHIP TYP = TYPICAL UG = UNDERGROUND UTE = UTILITY WD = WOOD WF = WOOD FENCE WFS = WOOD FRAME STRUCTURE WF = WROUGHT IRON FENCE WT = WINDESS WF = WIRE FENCE WW = WATER VALVE | <ul style="list-style-type: none"> LD = LAND SURVEYING BUSINESS LE = LOWEST FLOOR ELEV LHM = LOWEST HORIZONTAL SUPPORTING MEMBER LS = LAND SURVEYOR M = MEASURED MAS = MASONRY NES = NITROED END SECTION NI = NITROED MHL = MEAN HIGH WATER LINE NSE = NEAR SEA LEVEL NAL = NAIL AND BOTTLE CAP NAD = NAIL AND DISK NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVERHEAD WIRE(S) OF = OFFICAL RECORDS O/S = OFFSET P = PLAT PB = PLAT BOOK PC = POINT OF CURVE NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVERHEAD WIRE(S) OF = OFFICAL RECORDS O/S = OFFSET P = PLAT PB = PLAT BOOK PC = POINT OF CURVE NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVERHEAD WIRE(S) OF = OFFICAL RECORDS O/S = OFFSET P = PLAT PB = PLAT BOOK PC = POINT OF CURVE NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVERHEAD WIRE(S) OF = OFFICAL RECORDS O/S = OFFSET P = PLAT PB = PLAT BOOK PC = POINT OF CURVE NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVERHEAD WIRE(S) OF = OFFICAL RECORDS O/S = OFFSET P = PLAT PB = PLAT BOOK PC = POINT OF CURVE NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVERHEAD WIRE(S) OF = OFFICAL RECORDS O/S = OFFSET P = PLAT PB = PLAT BOOK PC = POINT OF CURVE NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVERHEAD WIRE(S) OF = OFFICAL RECORDS O/S = OFFSET P = PLAT PB = PLAT BOOK PC = POINT OF CURVE NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVERHEAD WIRE(S) OF = OFFICAL RECORDS O/S = OFFSET P = PLAT PB = PLAT BOOK PC = POINT OF CURVE NAL = NAIL AND THE NAD = NATIONAL GEODETIC VERTICAL DATUM NO = NUMBER O/A = OVERALL OW = OVER |
|---|--|---|

NOTES:

- MILLING AND RESURFACING LIMITS: 6'-0" FOR RESIDENTIAL ROADWAYS; 10'-0" FOR ALL OTHER TYPES OF ROADWAY. SHALL INCLUDE ENTIRE LANE WIDTH.
- BACKFILL FOR TRENCH SHALL BE PLACED IN 6" COMPACTED LAYERS TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99. (GRAVITATIONAL FLOWABLE FILL OPTION IS SUBJECT TO COUNTY ENGINEER'S APPROVAL. TEST REPORTS ARE REQUIRED AND SHALL BE SUBMITTED TO PINELLAS COUNTY).
- BASE MATERIAL SHALL BE LIME ROCK OR CURBED CONCRETE (MIN. LBS 100) AND SHALL BE PLACED IN 6" COMPACTED LAYERS TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-100 (MOISTURE) (TEST REPORTS ARE REQUIRED AND SHALL BE SUBMITTED TO PINELLAS COUNTY).
- AS AN ALTERNATE TO COMPACTED BASE AND 18" WET AREA, FILL-LIFT ASPHALTIC CONCRETE, FIVE TRAFFIC LEVEL C TYPES SP-5 OR SP-5.5, SHALL BE PLACED IN 8" COMPACTED LAYERS WITH A MINIMUM THICKNESS EQUAL TO THE EXISTING BASE (6" MIN).
- ASPHALTIC CONCRETE PAVEMENT JOINTS SHALL BE SAW-CUT AND ALL SURFACES TACK COATED.
- ASPHALT SURFACES SHALL BE CONSISTENT WITH EXISTING GRADE, IN ACCORDANCE WITH PINELLAS COUNTY SPECIFICATIONS. THE FOLLOWING REALMWAY CLASSIFICATION TYPE/THICKNESS ARE REQUIRED: ASPHALT-3" MIN. TYPE SP-15.0 FOR TRAFFIC LEVEL "C" COLLECTION; 2" MIN. TYPE SP-15.0 FOR TRAFFIC LEVEL "C"; RESIDENTIAL-12" MIN. TYPE SP-5.5 FOR TRAFFIC LEVEL "C". (TEST REPORTS ARE REQUIRED AND SHALL BE SUBMITTED TO PINELLAS COUNTY).
- OVERLAY OF CONSTRUCTION ROADS TO PAVEMENT AND TRENCH SHALL BE AS DIRECTED BY THE COUNTY ENGINEER.
- RECONSTRUCTION SHALL COMPLY WITH THE TRENCH SAFETY ACT REQUIREMENTS.
- INSTALL DRY COMPACTABLE MATERIAL AROUND THE PIPE.
- ALL MATERIAL, WORK AND TESTING SHALL MEET PINELLAS COUNTY STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL RESTORE PAVEMENT TO MATCH THE GRADES THAT EXISTED PRIOR TO CONSTRUCTION. ANY ADDITIONAL SURVEY NECESSARY TO ENSURE THAT THIS REQUIREMENT IS MET SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE.

PINELLAS COUNTY
PAVEMENT CUTS, EXCAVATION AND RESTORATION

DETAIL INDEX T.B.1
1291
DATE: FEB/2016
DESIGNED BY: [Signature]
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NOTES:

- 12" EXPANSION JOINT EVERY 60', BETWEEN CURB SECTIONS, AT RAIL END OF POLE AND STRUCTURE. (PAISE JOINTS EVERY 10', LONGITUDINALLY. SEE SECTION END OF THE F.D.O.T. STANDARD SPECIFICATIONS)

PINELLAS COUNTY
CURB AND GUTTER TYPE A AND HEADER CURB

DETAIL INDEX T.B.1
1305
DATE: FEB/2016
DESIGNED BY: [Signature]
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NOTES:

- SEE PLANS FOR LIMITS OF SIDEWALKS AT ALL DRIVEWAYS.
- PLACE 1/2" EXPANSION JOINT WHERE CONCRETE CURBS, SIDEWALKS DRIVEWAYS.
- SIDEWALK SHALL COMPLY WITH F.D.O.T. INDEX NO. 915 AND PINELLAS COUNTY ORDINANCE.
- REMOVE TREE ROOTS WITHIN 10' OF PROPOSED GRADE.
- SIDEWALKS ALONG RURAL CROSS SECTION ROADWAYS WHERE VEHICLES CAN CROSS THE SIDEWALK SHALL BE 6" THICK.

PINELLAS COUNTY
SIDEWALK THROUGH EXISTING DRIVEWAYS

DETAIL INDEX T.B.1
1353
DATE: FEB/2016
DESIGNED BY: [Signature]
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PINELLAS COUNTY
MAIN CLEARANCES

PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING @ CROSSINGS
VACUUM-TYPE SANITARY SEWER, STORM SEWER, AUTOMATIC FORCE MAIN, RECLAIMED WATER (2) <td>3 FT. MINIMUM</td> <td>12 INCHES IS THE MINIMUM. EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 18 INCHES IS PREFERRED.</td> <td>(WELL JOINT CENTERED, MINIMUM 8 FT. MINIMUM FROM ALL JOINTS)</td>	3 FT. MINIMUM	12 INCHES IS THE MINIMUM. EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 18 INCHES IS PREFERRED.	(WELL JOINT CENTERED, MINIMUM 8 FT. MINIMUM FROM ALL JOINTS)
GRAVITY SANITARY SEWER, SANITARY FORCE MAIN, RECLAIMED WATER (4)	10 FT. MINIMUM (5)	12 INCHES IS THE MINIMUM. EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 18 INCHES IS PREFERRED.	(WELL JOINT CENTERED, MINIMUM 8 FT. MINIMUM FROM ALL JOINTS)
10-100 GPM WASTE TREATMENT & DISPOSAL SYSTEM	10 FT. MINIMUM	-	-

NOTES: (IN ACCORDANCE WITH F.A.C. RULE 62-555.04)

- POTABLE WATER MAIN SHOULD CROSS ABOVE OTHER PIPE, WHEN POTABLE WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
- RECLAIMED WATER REGULATED UNDER PART 61 OF CHAPTER 62-555, F.A.C.
- 3 FT. FOR GRAVITY SANITARY SEWER, THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
- RECLAIMED WATER NOT REGULATED UNDER PART 61 OF CHAPTER 62-555, F.A.C.
- ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST APPROVED MATERIALS SPECIFICATIONS MANUALS.

NOTES:

- ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST P.C.I. APPROVED MATERIAL SPECIFICATION MANUAL AND TECHNICAL SPECIFICATIONS.
- ALL WORK SHOWN ON THIS DRAWING SHALL BE PAID FOR UNDER THE OFFERT PAY-ITEM FOR THE APPLICABLE SIZE OF THE EXISTING PIPE TO BE RELOCATED. NO SEPARATE PAYMENT SHALL BE MADE UNDER INDIVIDUAL PAY-ITEMS UNLESS "A" IS GREATER THAN 60'.

PINELLAS COUNTY
PRESSURE MAIN RESTRAINED JOINT DETAIL

DETAIL INDEX T.B.1
PCU GD 11
DATE: FEB/2016
DESIGNED BY: [Signature]
CHECKED BY: [Signature]

PIPE SIZE	TEE	90°	45°	22 1/2°	11 1/4°	DEAD END
2"	F	40	17	F	F	40
4"	18	49	20	10	5	49
6"	33	69	28	14	7	69
8"	58	89	37	18	9	89
10"	78	107	44	21	11	107
12"	93	125	52	25	12	125
14"	110	142	59	28	14	142
16"	127	159	66	32	16	159
18"	143	175	73	35	17	175
20"	159	192	79	38	19	192
30"	198	229	95	46	23	229
36"	230	264	109	53	26	264

NOTES:

- ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST P.C.I. APPROVED MATERIAL SPECIFICATION MANUAL AND TECHNICAL SPECIFICATIONS.
- ALL WORK SHOWN ON THIS DRAWING SHALL BE PAID FOR UNDER THE OFFERT PAY-ITEM FOR THE APPLICABLE SIZE OF THE EXISTING PIPE TO BE RELOCATED. NO SEPARATE PAYMENT SHALL BE MADE UNDER INDIVIDUAL PAY-ITEMS UNLESS "A" IS GREATER THAN 60'.

PINELLAS COUNTY
TYPICAL PRESSURE LINE OFFSET RELOCATION DETAIL

DETAIL INDEX T.B.1
PCU GD 13
DATE: FEB/2016
DESIGNED BY: [Signature]
CHECKED BY: [Signature]

NOTES:

- POST: 2" x 2" WOOD, P.T. OR 2-1/2" x 1/2" x 1/2" STEEL AT 6'-0" CENTERS MAXIMAL. GEOTEXTILE: GRAB TENSILE AT 90 LBS, TRAPEZOIDAL TEAR AT 35 LBS, MULLEN BURST AT 180 PS.
- GEOTEXTILE MATERIAL SHALL BE BURIED IN THE GROUND A MINIMUM OF 12" AND BACK FILLED.
- ALSO SEE FDOT INDEX 199, "GEOTEXTILE CRITERIA", EROSION CLASS.
- OPTIONAL POST POSITION REQUIRED WHEN SLOPE IS GREATER THAN 1:2.

PINELLAS COUNTY
STAKED SILT BARRIER DETAIL

DETAIL INDEX T.B.1
PCU GD 13
DATE: FEB/2016
DESIGNED BY: [Signature]
CHECKED BY: [Signature]

NOTES:

- POTABLE WATER MAIN SHOULD CROSS ABOVE OTHER PIPE, WHEN POTABLE WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
- RECLAIMED WATER REGULATED UNDER PART 61 OF CHAPTER 62-555, F.A.C.
- 3 FT. FOR GRAVITY SANITARY SEWER, THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
- RECLAIMED WATER NOT REGULATED UNDER PART 61 OF CHAPTER 62-555, F.A.C.
- ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST APPROVED MATERIALS SPECIFICATIONS MANUALS.

PINELLAS COUNTY
FLOATING TURBIDITY BARRIER DETAIL

DETAIL INDEX T.B.1
PCU GD 13
DATE: FEB/2016
DESIGNED BY: [Signature]
CHECKED BY: [Signature]

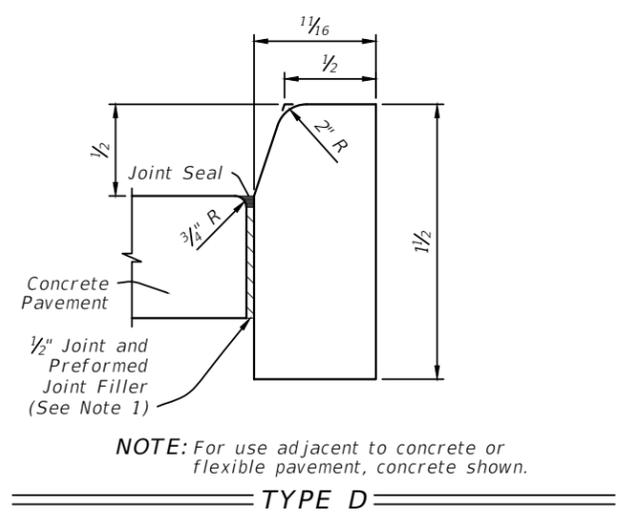
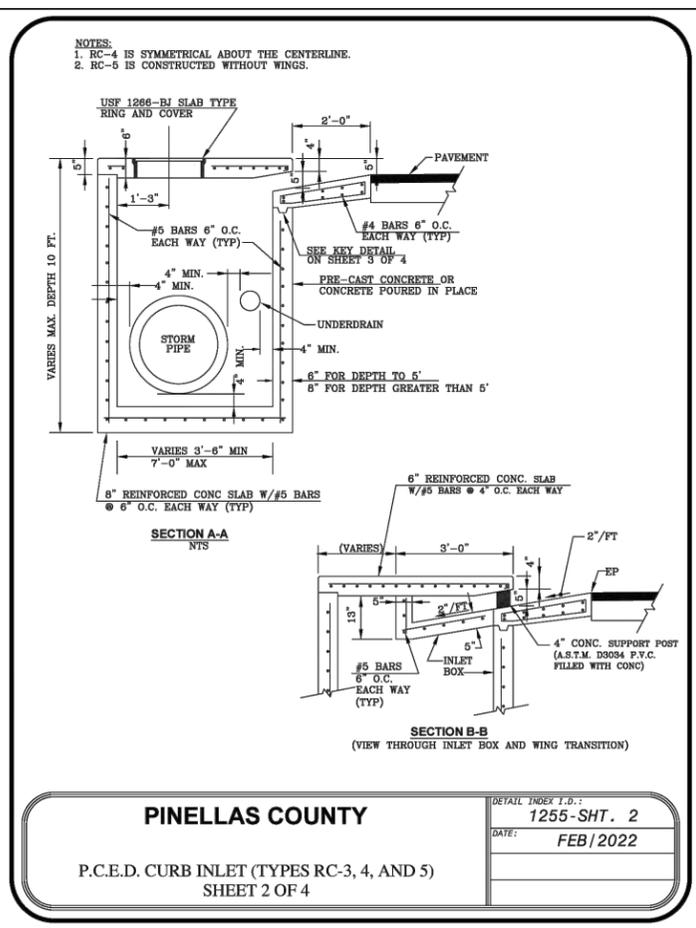
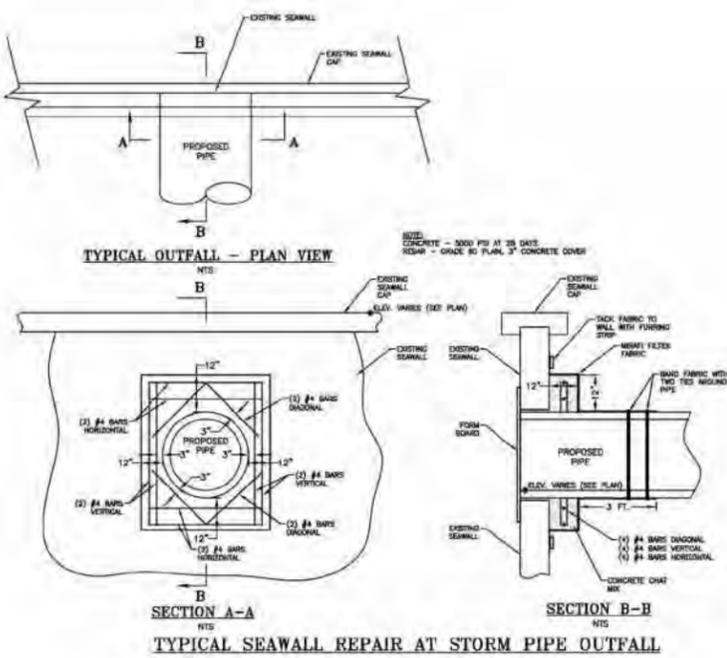
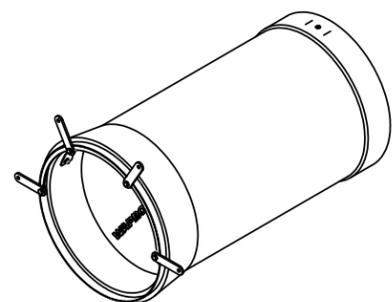
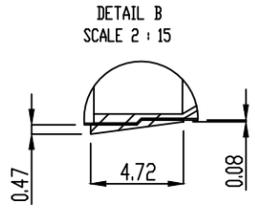
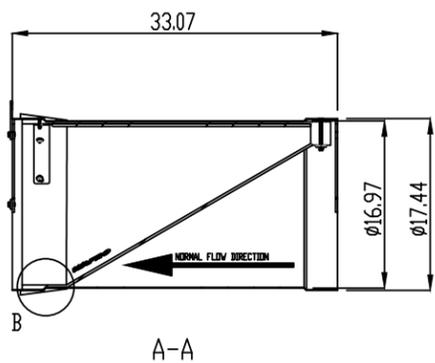
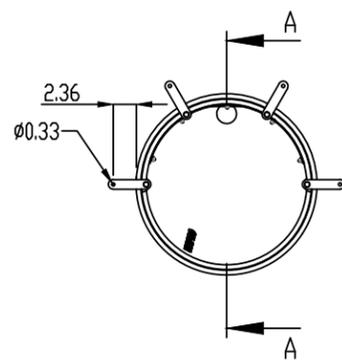
NOTES:

- CURTAIN TO REACH THE BOTTOM UP TO DEPTHS OF 10'. 2 PANELS ARE TO BE USED FOR DEPTHS GREATER THAN 10' UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY ARE CALLED FOR IN THE PLANS OR AS DIRECTED BY THE ENGINEER.
- COMPONENTS OF TYPES I AND TYPES II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY IMPROVEMENT OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND/OR TYPE II SHALL BE AS APPROVED BY THE ENGINEER.
- TURBIDITY BARRIERS SHALL BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
- NUMBER AND SPACING OF ANCHORS DEPEND ON CURRENT VELOCITIES.
- DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
- NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION ACTIVITIES.
- FOR ADDITIONAL INFORMATION, SEE SECTION 104 OF THE STANDARD FDOT SPECIFICATIONS.

PINELLAS COUNTY
ROCK BAGS, SYNTHETIC STRAW OR SILT BARRIERS

DETAIL INDEX T.B.1
PCU GD 13
DATE: FEB/2016
DESIGNED BY: [Signature]
CHECKED BY: [Signature]

Rev	Note	CreatedBy	Appr.By	Appr.Date
A	Initial release	FG		



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Designed By HE	Approved By	Created Date 2019-12-11	Units [Inch]	General Tolerance ISO 13920A	Scale 1:15	Comments
Material AISI 304 / AISI 316L			Project			
Weight (Lbs) 56,42	Box Volume (ft³) 5.8	Description WaStop NPS 18"				
		Article Number WS440-S	Drawing Number ws440-s-us	Rev A	Sheet 1 (1)	

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

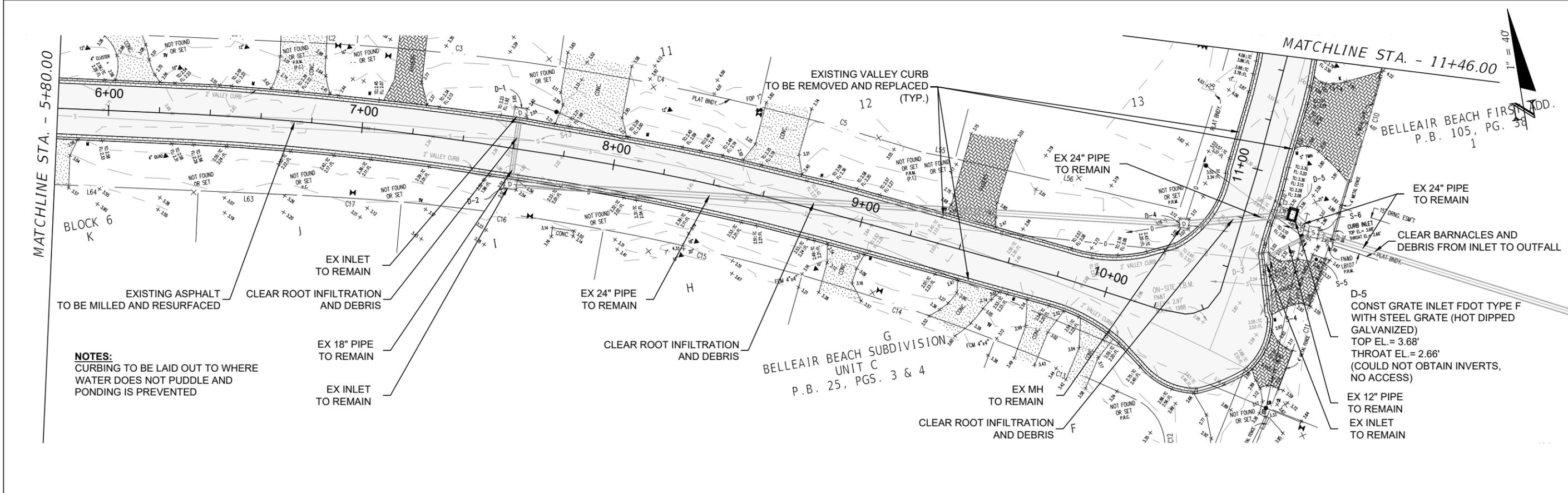
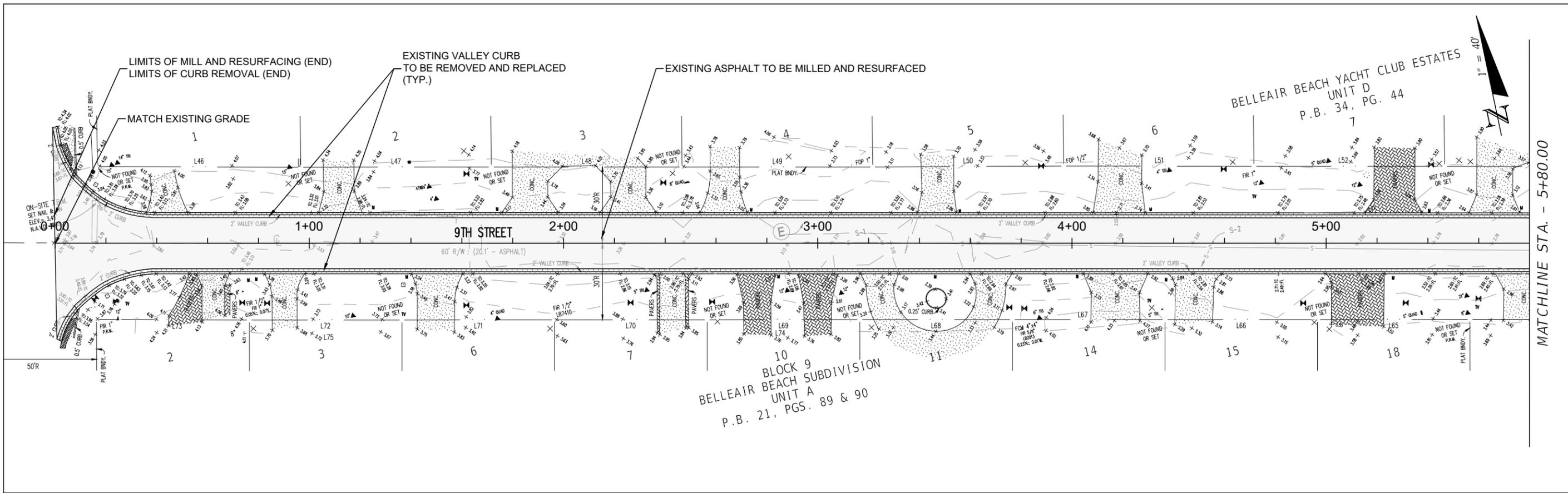
Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

EROSION CONTROL
 AND GENERAL DETAILS

PROJECT NO.
23027
 DATE:
October 20, 2023
 SHEET NO.
G-4



NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

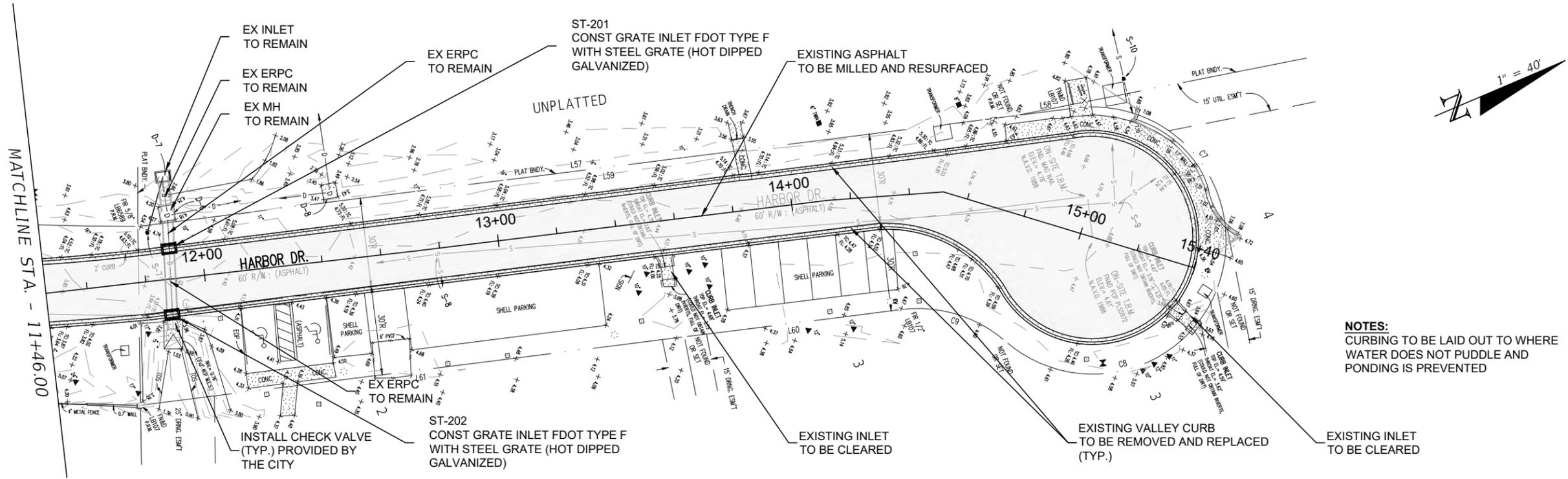
Larry L. Fluty, PE
 DATE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

**9TH STREET AND HARBOR STREET
 DRAINAGE PLAN**

PROJECT NO:
23027
 DATE:
October 24, 2023
 SHEET NO:
C-1



NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

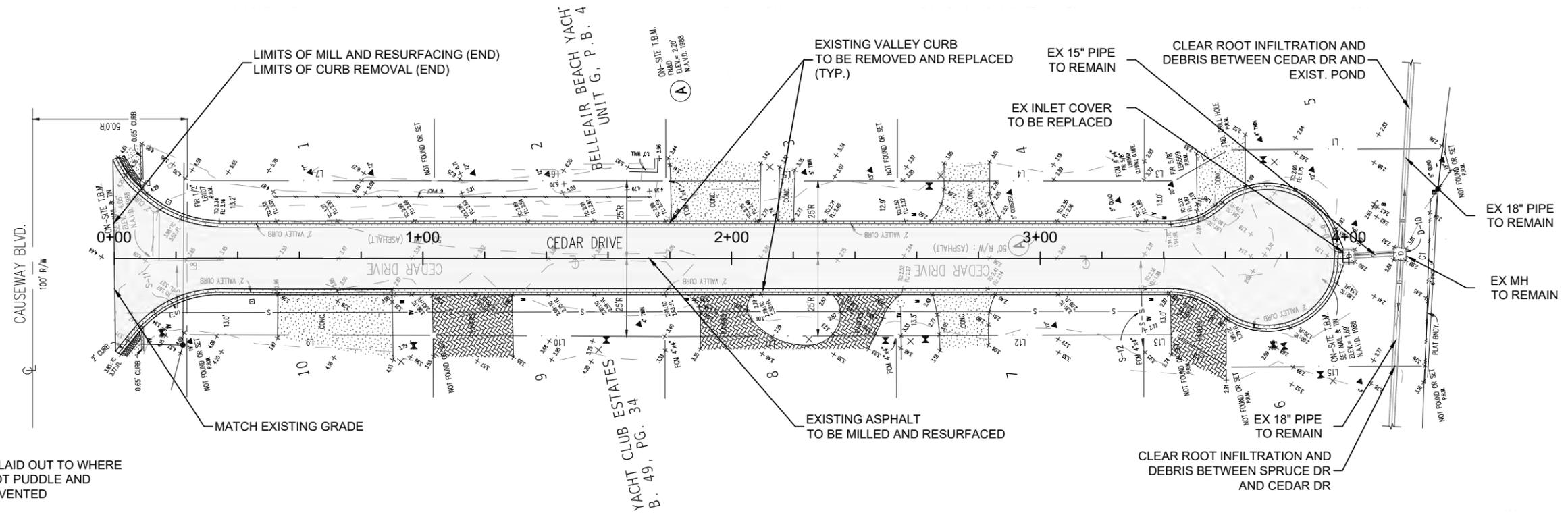
Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

9TH STREET AND HARBOR STREET
 DRAINAGE PLAN

PROJECT NO:
23027
 DATE:
October 20, 2023
 SHEET NO:
C-2



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE AND
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

Larry L. Fluty, PE
 PE # 38628

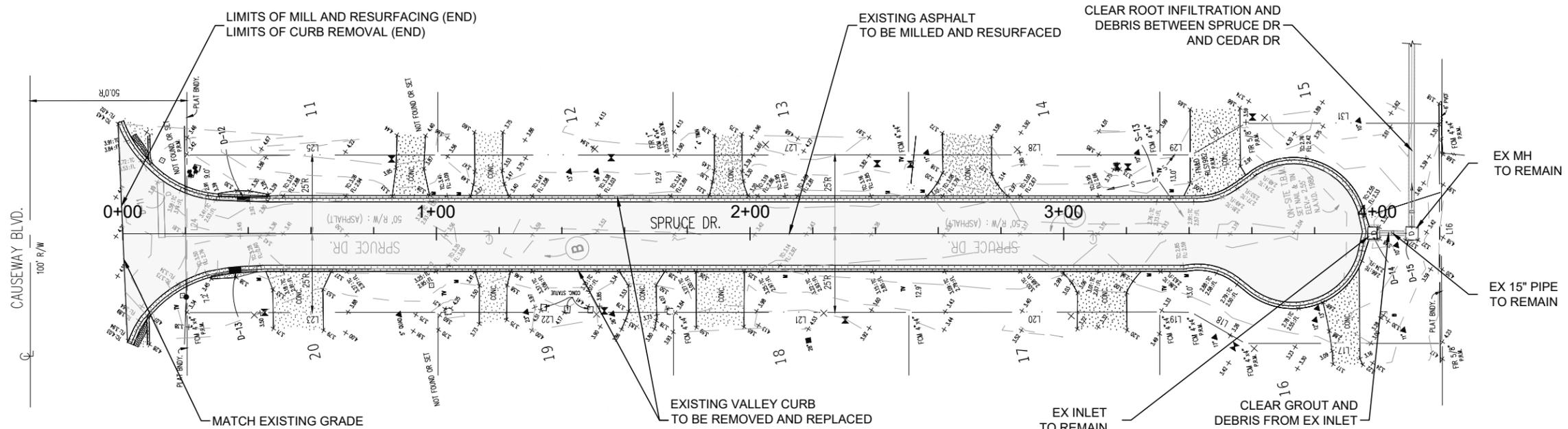
DATE

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

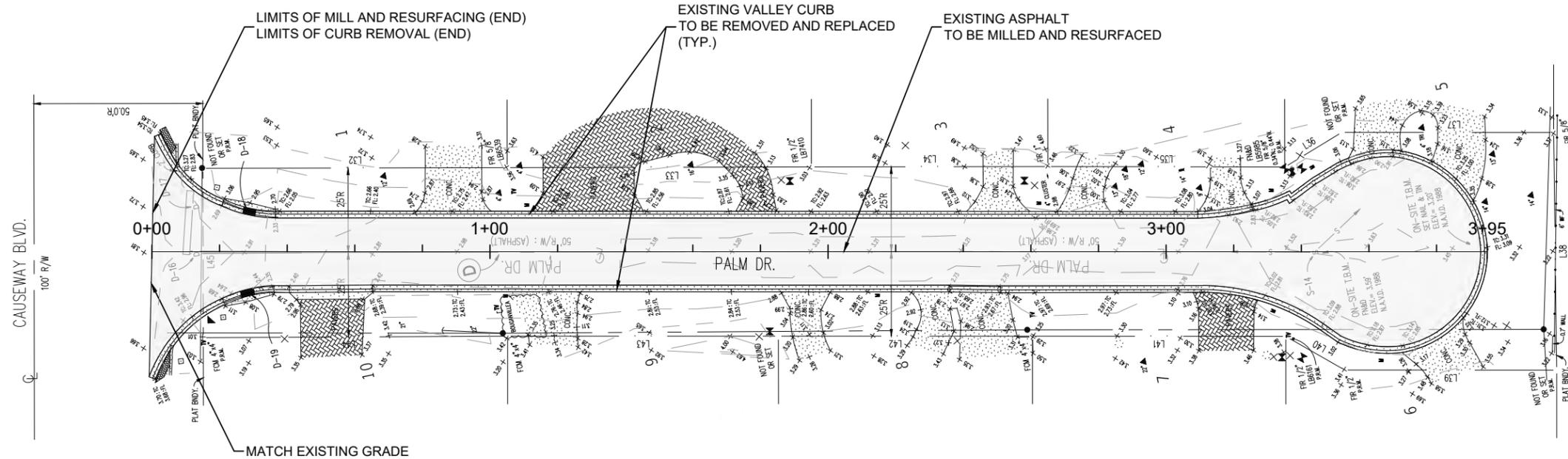
CEDAR DR - DRAINAGE PLAN

PROJECT NO: 23027
DATE: October 20, 2023
SHEET NO: C-3



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE OR
 PONDING IS PREVENTED

				CITY OF BELLEAIR BEACH 444 CAUSEWAY BOULEVARD BELLEAIR BEACH, FLORIDA 33786 PHONE: 727-595-4646		Larry L. Fluty, PE PE # 38628		Gemini Engineering & Sciences, Inc 360 CENTRAL AVENUE, SUITE 1020 ST. PETERSBURG, FLORIDA 33701 PHONE: 727-388-2515		STREET IMPROVEMENTS		SPRUCE DR - DRAINAGE PLAN		PROJECT NO: 23027	
												DATE: October 24, 2023			
												SHEET NO: C-4			
NO.	DESCRIPTION	BY	DATE												



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE AND
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

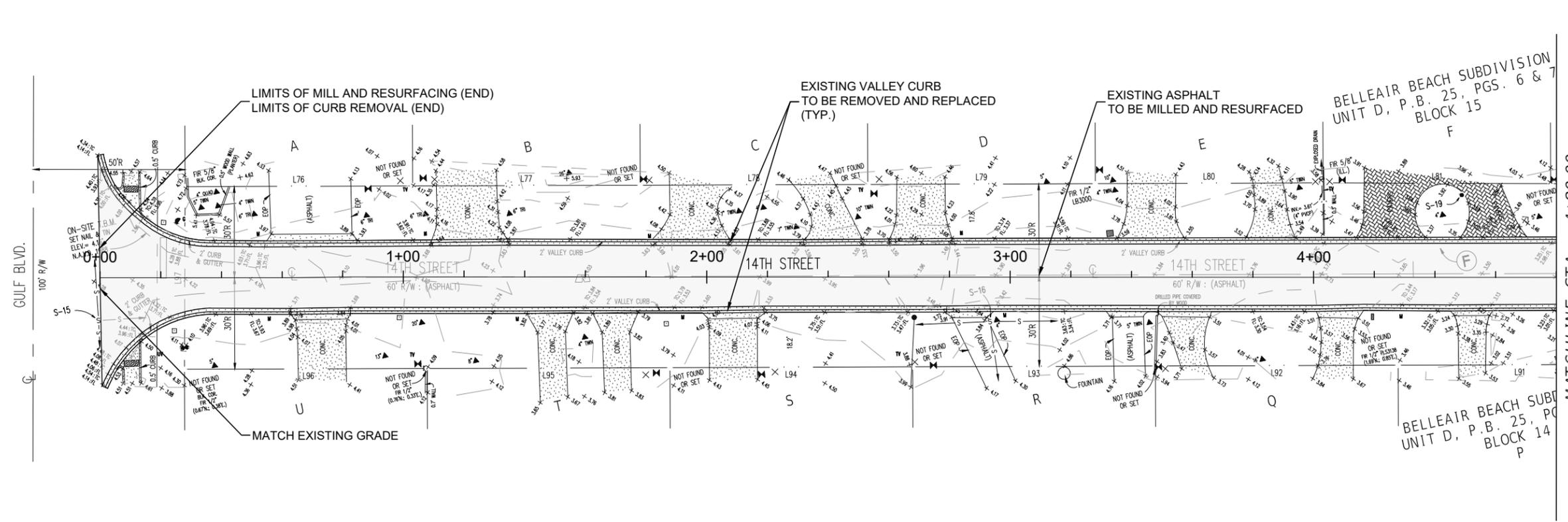
Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

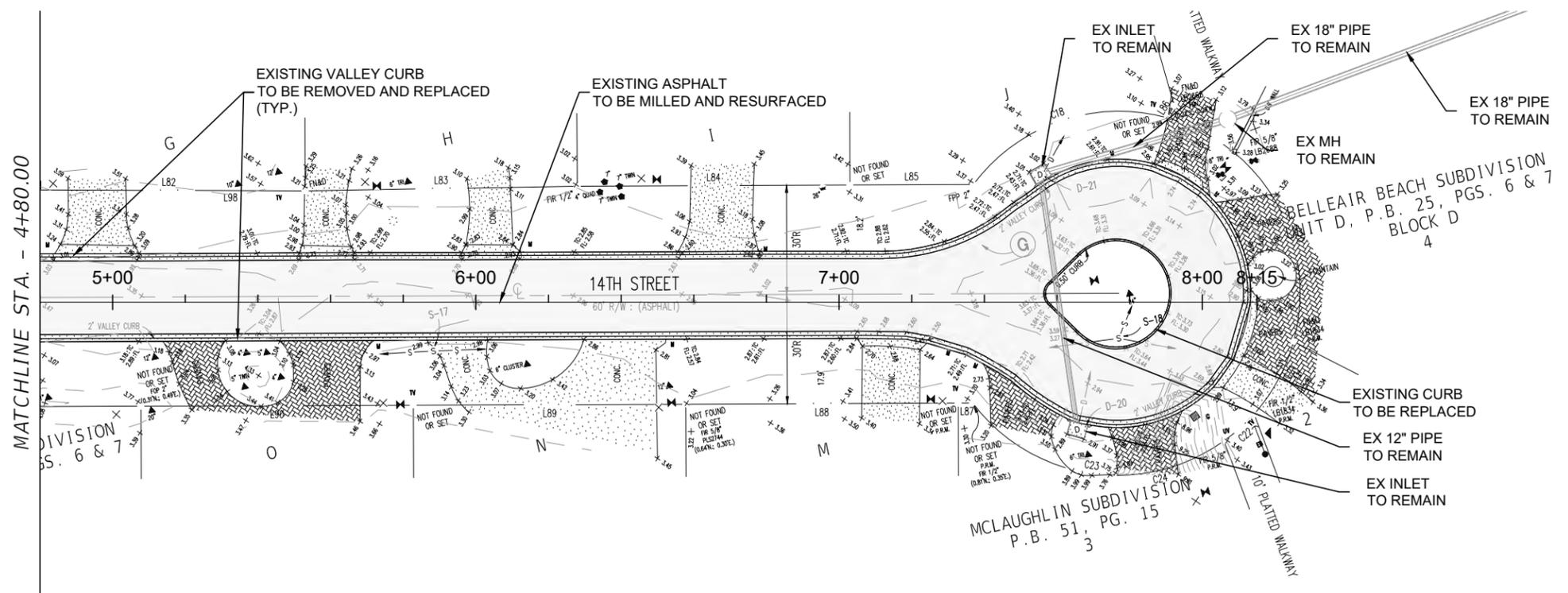
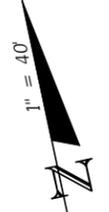
STREET IMPROVEMENTS

PALM DR - DRAINAGE PLAN

PROJECT NO: 23027
DATE: October 20, 2023
SHEET NO: C-5



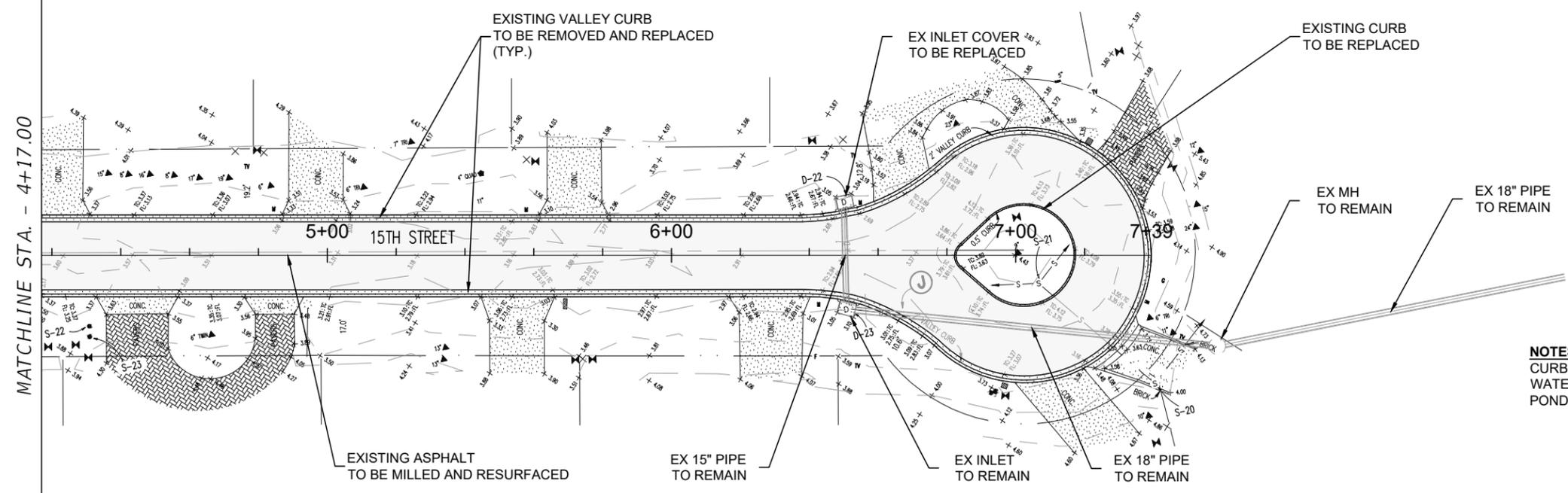
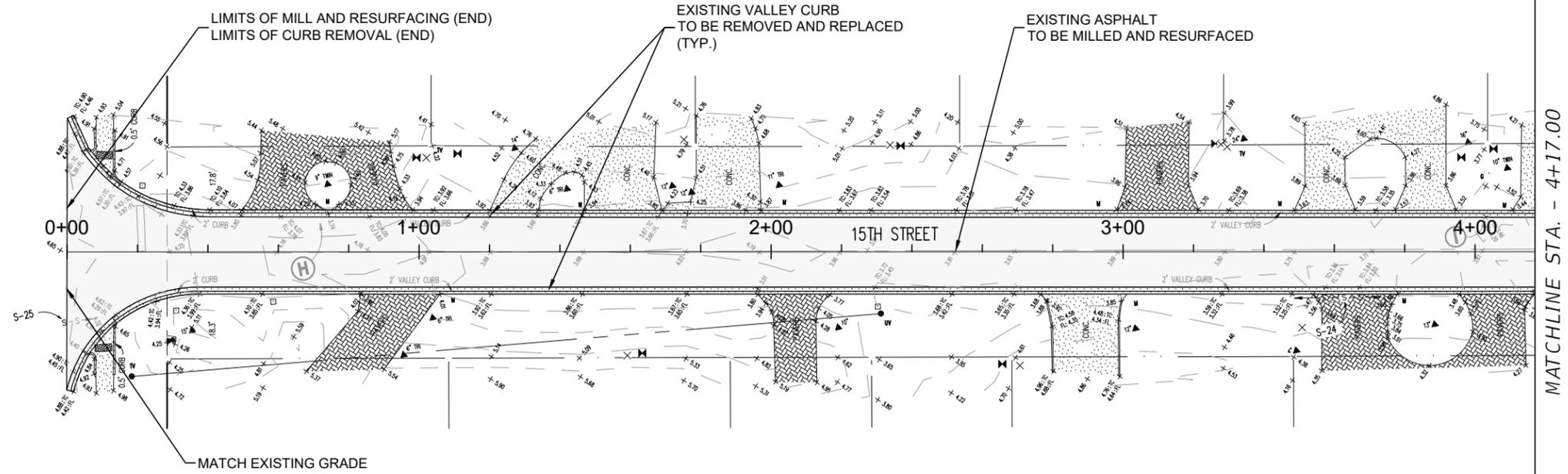
MATCHLINE STA. - 4+80.00



NOTES:
CURBING TO BE LAID OUT TO WHERE WATER DOES NOT PUDDLE AND PONDING IS PREVENTED



<p>CITY OF BELLEAIR BEACH 444 CAUSEWAY BOULEVARD BELLEAIR BEACH, FLORIDA 33786 PHONE: 727-595-4646</p>				<p>Gemini Engineering & Sciences, Inc 360 CENTRAL AVENUE, SUITE 1020 ST. PETERSBURG, FLORIDA 33701 PHONE: 727-388-2515</p>		<p>PROJECT NO: 23027</p>	
<p>Larry L. Fluty, PE PE # 38628</p>				<p>DATE</p>		<p>DATE: October 20, 2023</p>	
<p>NO. DESCRIPTION BY DATE</p>				<p>STREET IMPROVEMENTS</p>		<p>14TH STREET - DRAINAGE PLAN</p>	
						<p>SHEET NO: C-6</p>	



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE AND
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

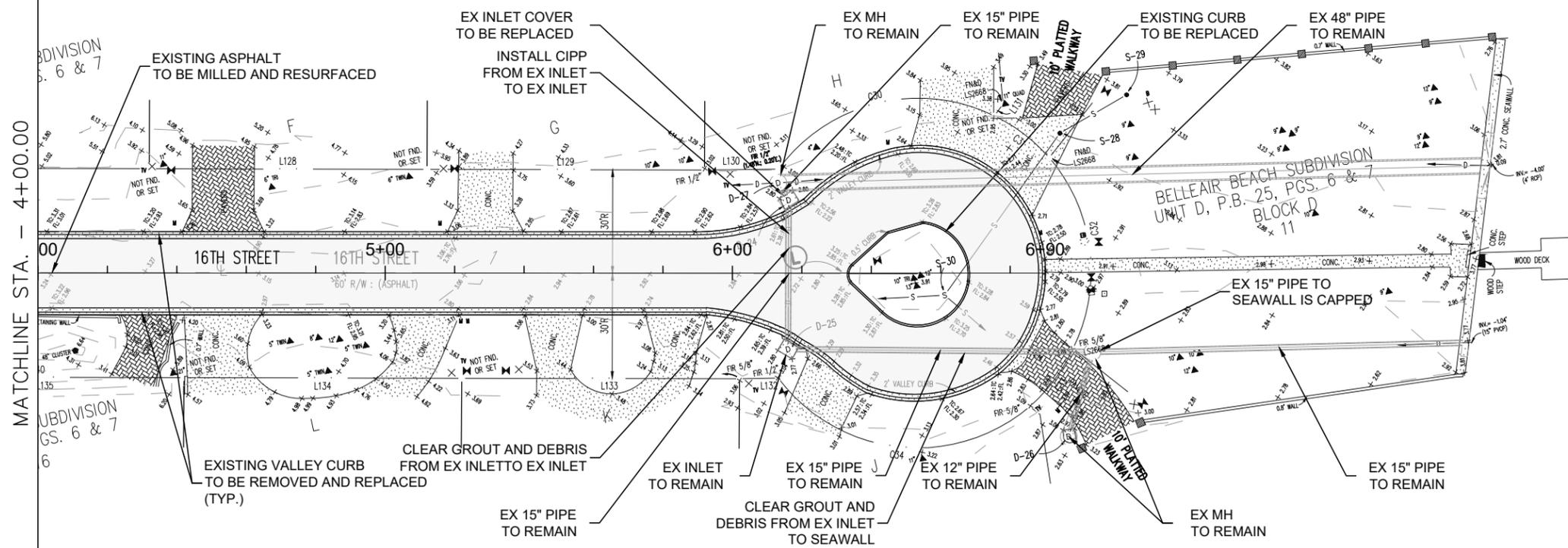
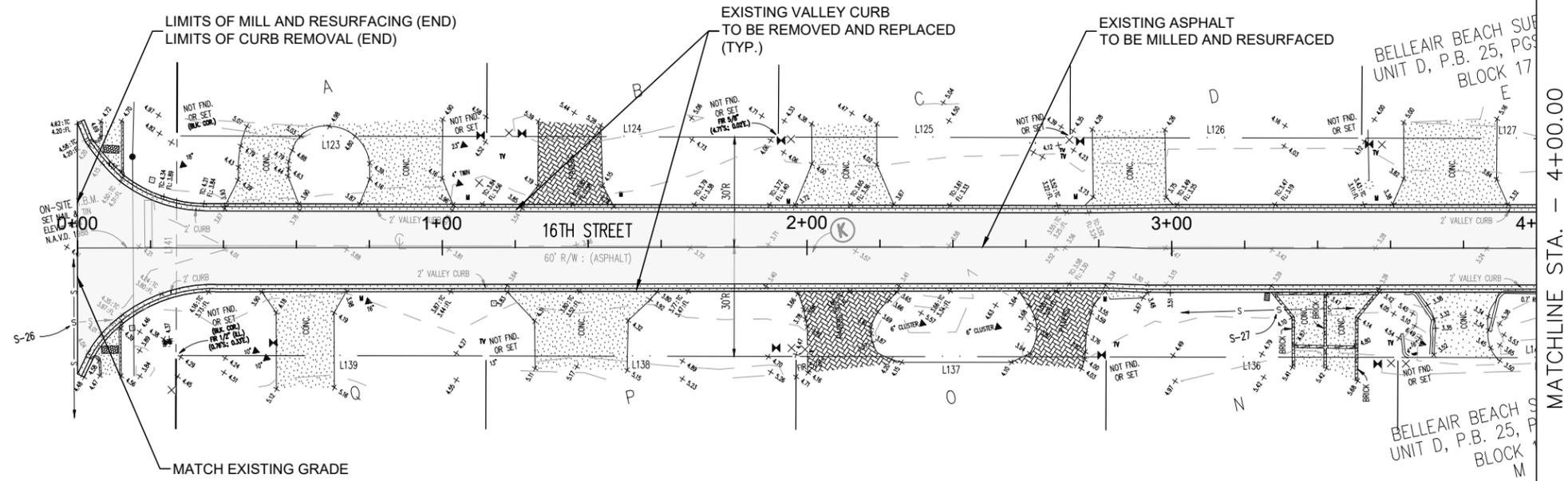
Larry L. Fluty, PE
 PE # 38628

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 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

15TH STREET - DRAINAGE PLAN

PROJECT NO:
23027
 DATE:
October 24, 2023
 SHEET NO:
C-7



NOTES:
CURBING TO BE LAID OUT TO WHERE WATER DOES NOT PUDDLE OR PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
444 CAUSEWAY BOULEVARD
BELLEAIR BEACH, FLORIDA 33786
PHONE: 727-595-4646

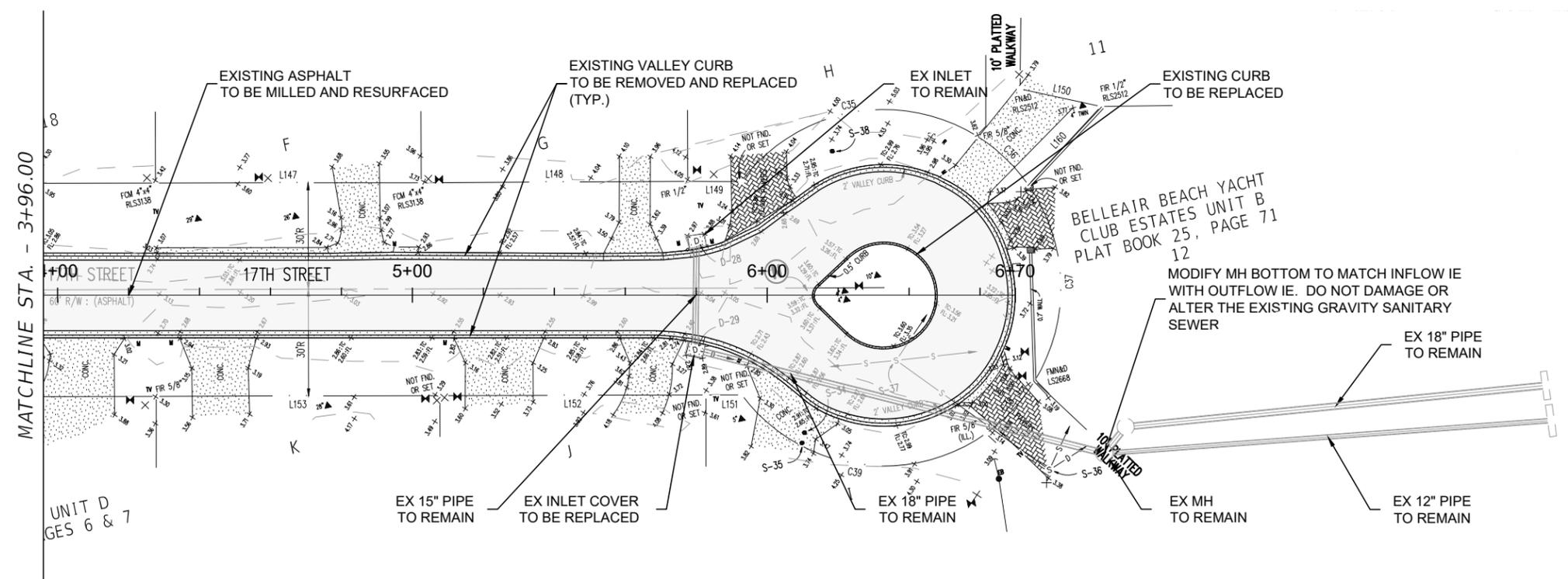
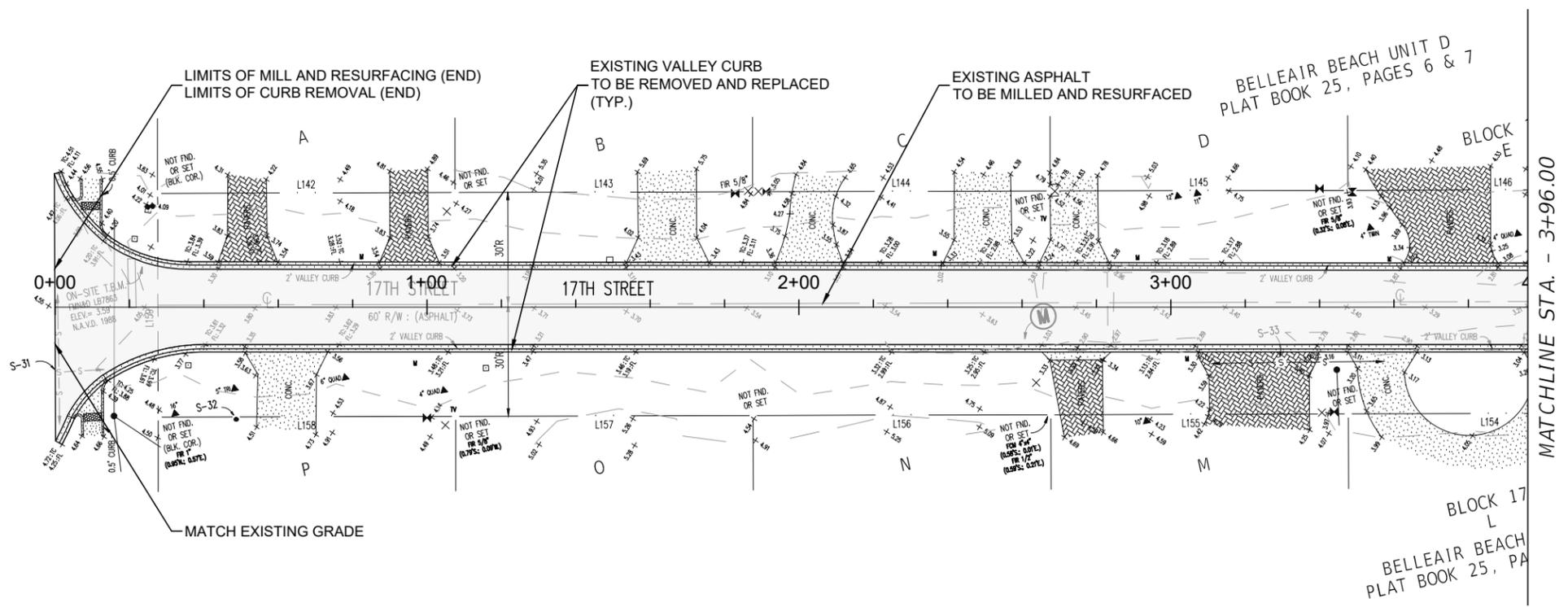
Larry L. Fluty, PE
PE # 38628

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ST. PETERSBURG, FLORIDA 33701
PHONE: 727-388-2515

STREET IMPROVEMENTS

16TH STREET - DRAINAGE PLAN

PROJECT NO:
23027
DATE:
November 2, 2023
SHEET NO:
C-8



NOTES:
 CURBING TO BE LAID OUT TO WHERE WATER DOES NOT PUDDLE AND PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

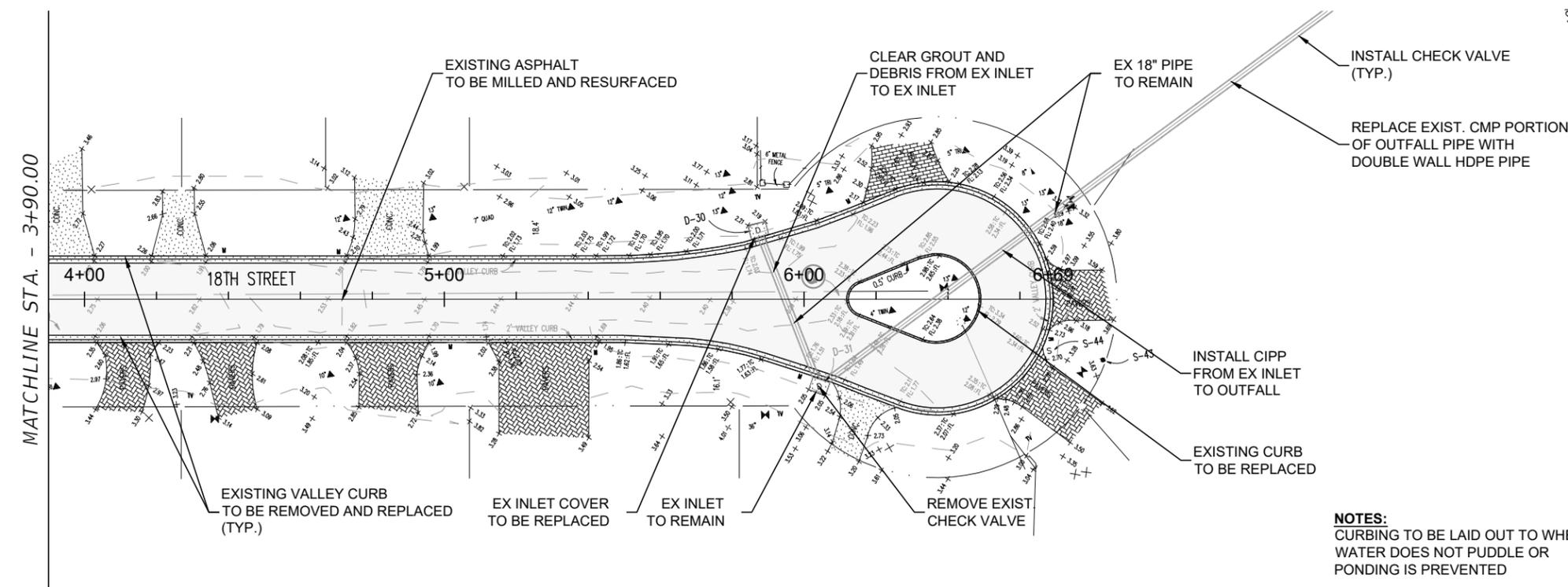
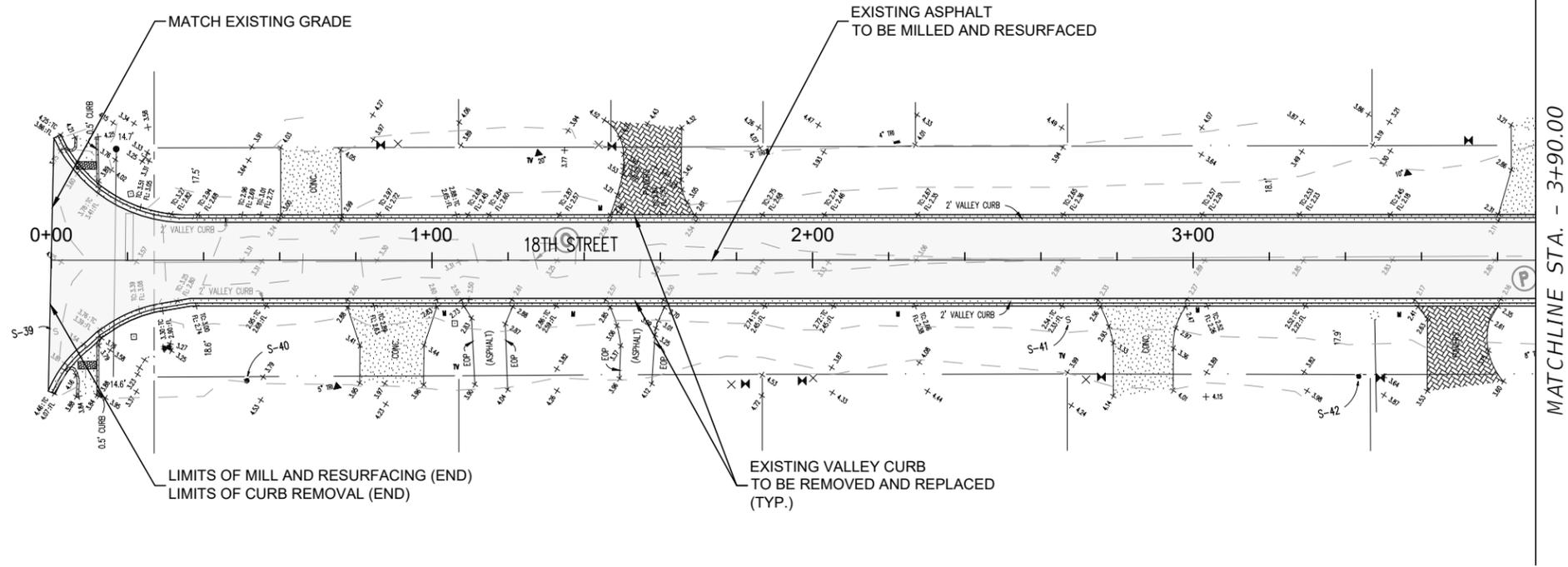
Larry L. Fluty, PE
 PE # 38628

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 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

17TH STREET - DRAINAGE PLAN

PROJECT NO:
23027
 DATE:
October 24, 2023
 SHEET NO:
C-9



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE OR
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

Larry L. Fluty, PE
 PE # 38628

DATE

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

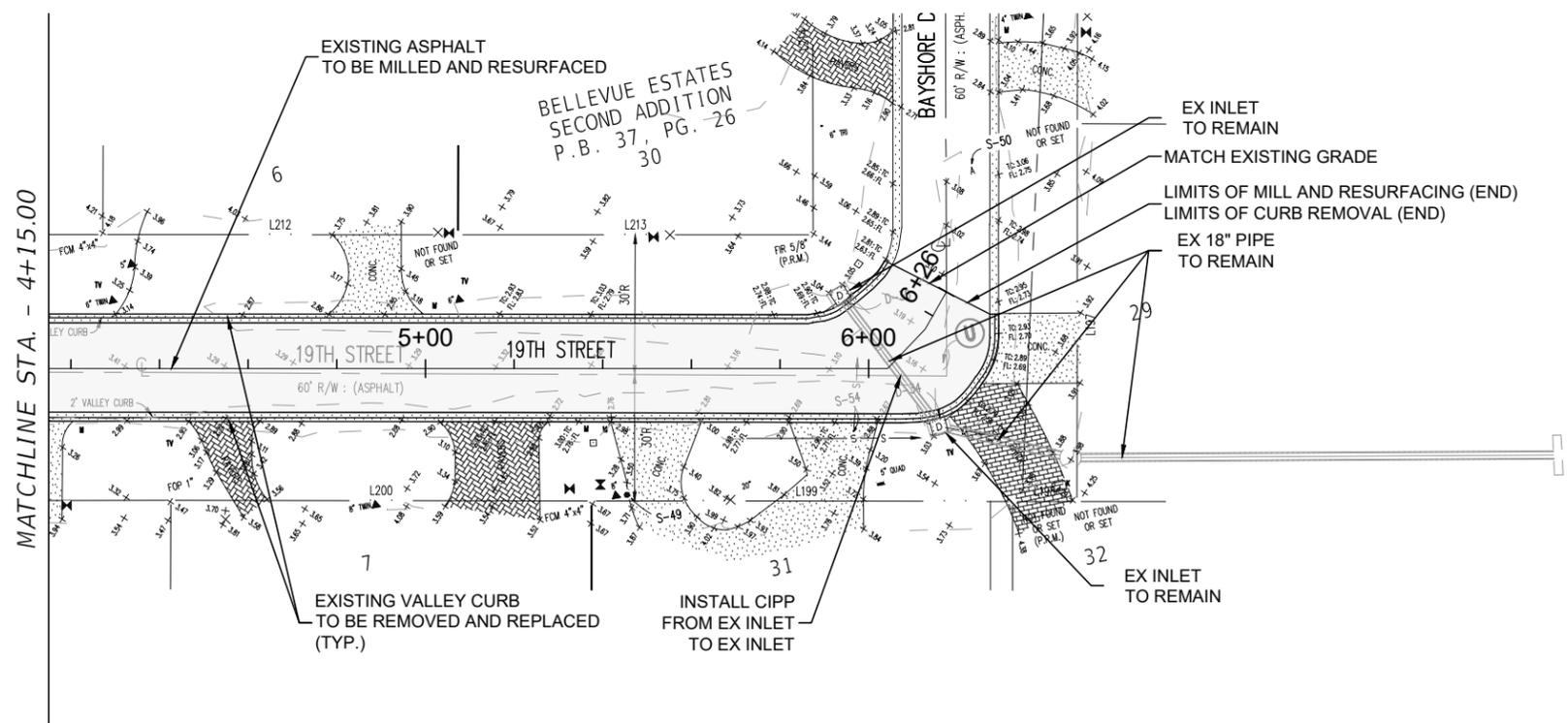
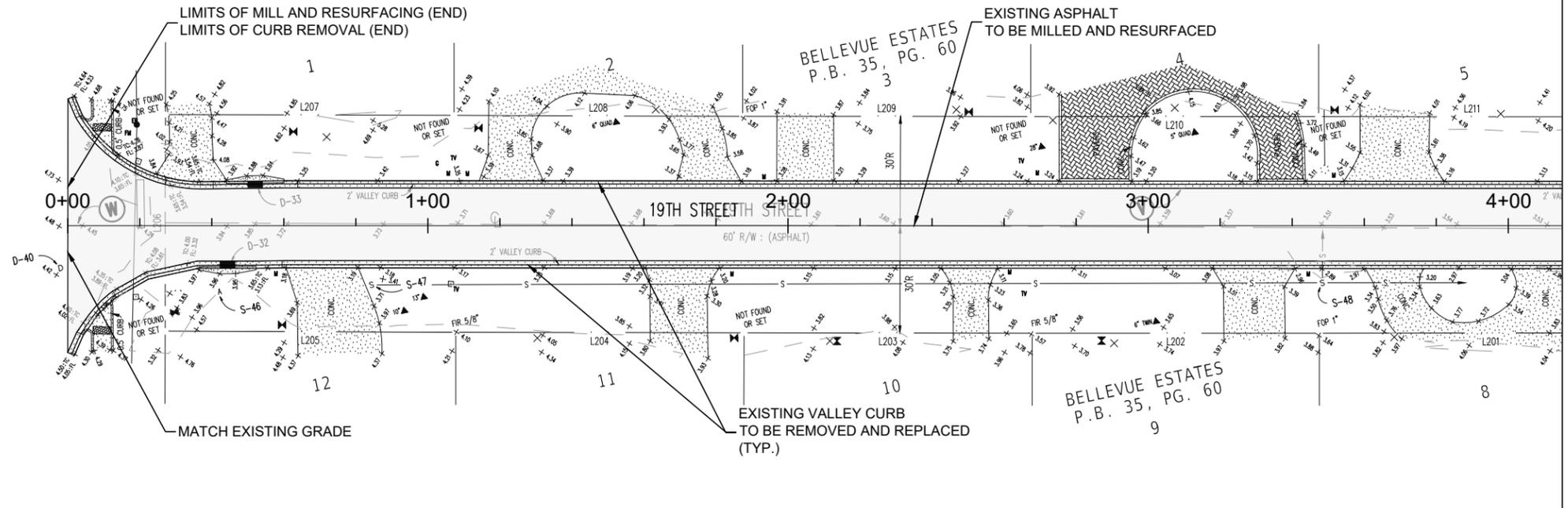
STREET IMPROVEMENTS

18TH STREET - DRAINAGE PLAN

PROJECT NO:
23027

DATE:
October 24, 2023

SHEET NO:
C-10



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE OR
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

Larry L. Fluty, PE
 PE # 38628

DATE

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

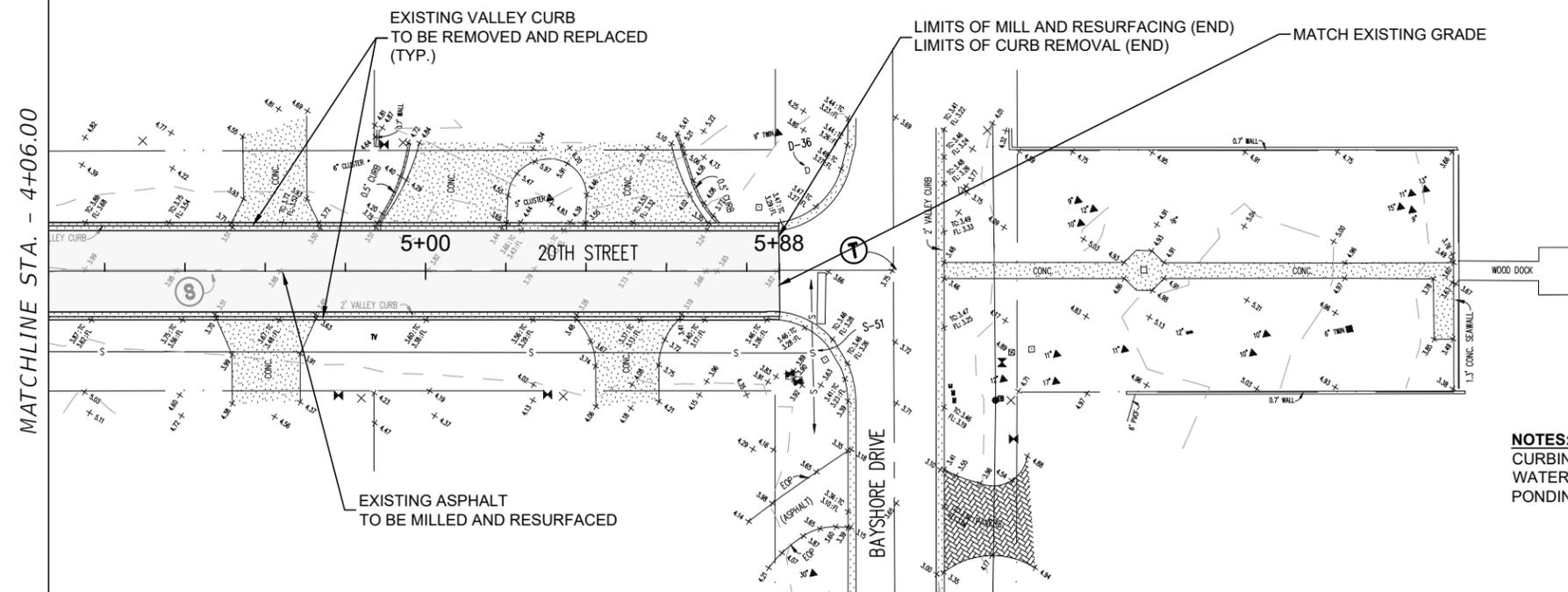
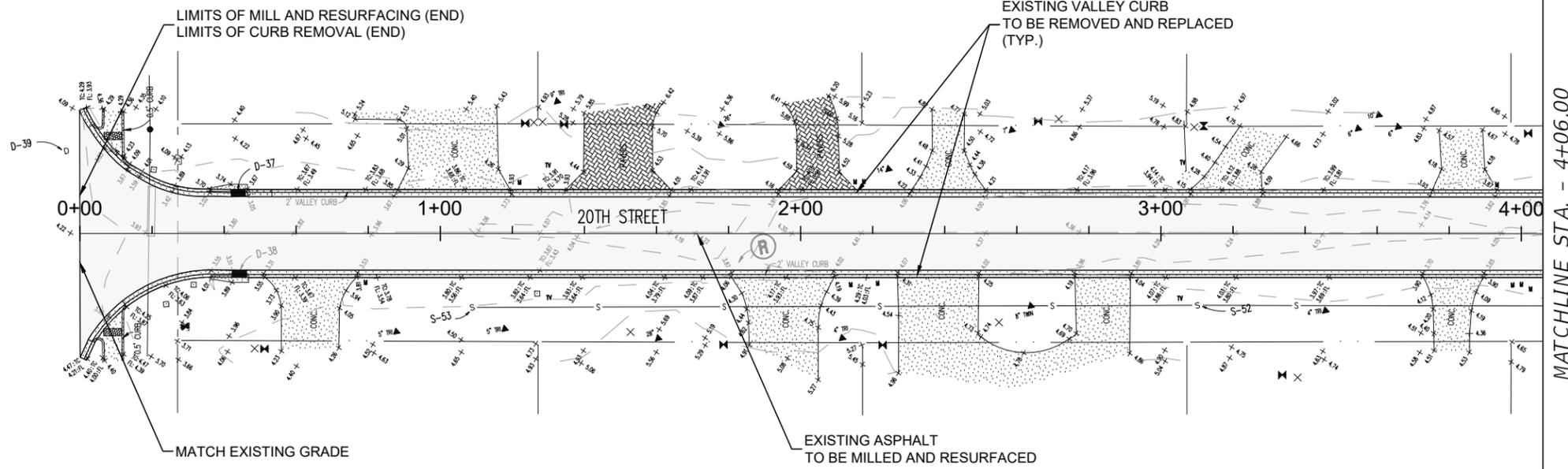
STREET IMPROVEMENTS

19TH STREET - DRAINAGE PLAN

PROJECT NO:
23027

DATE:
October 20, 2023

SHEET NO:
C-11



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE AND
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

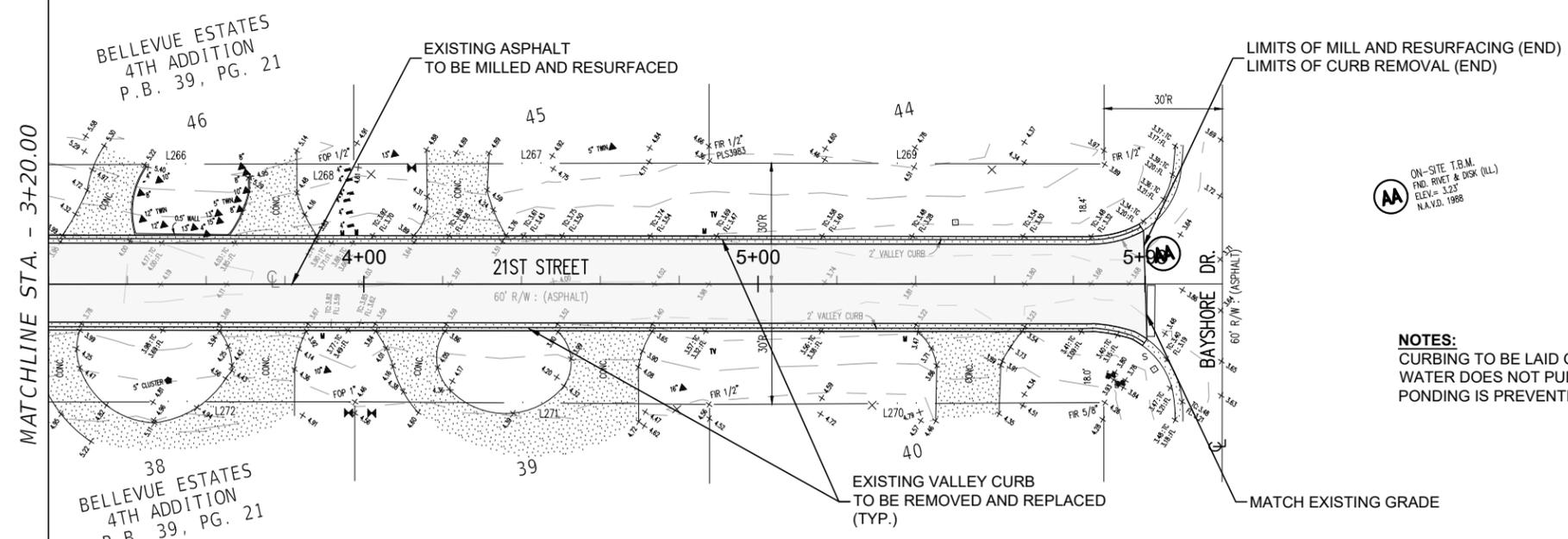
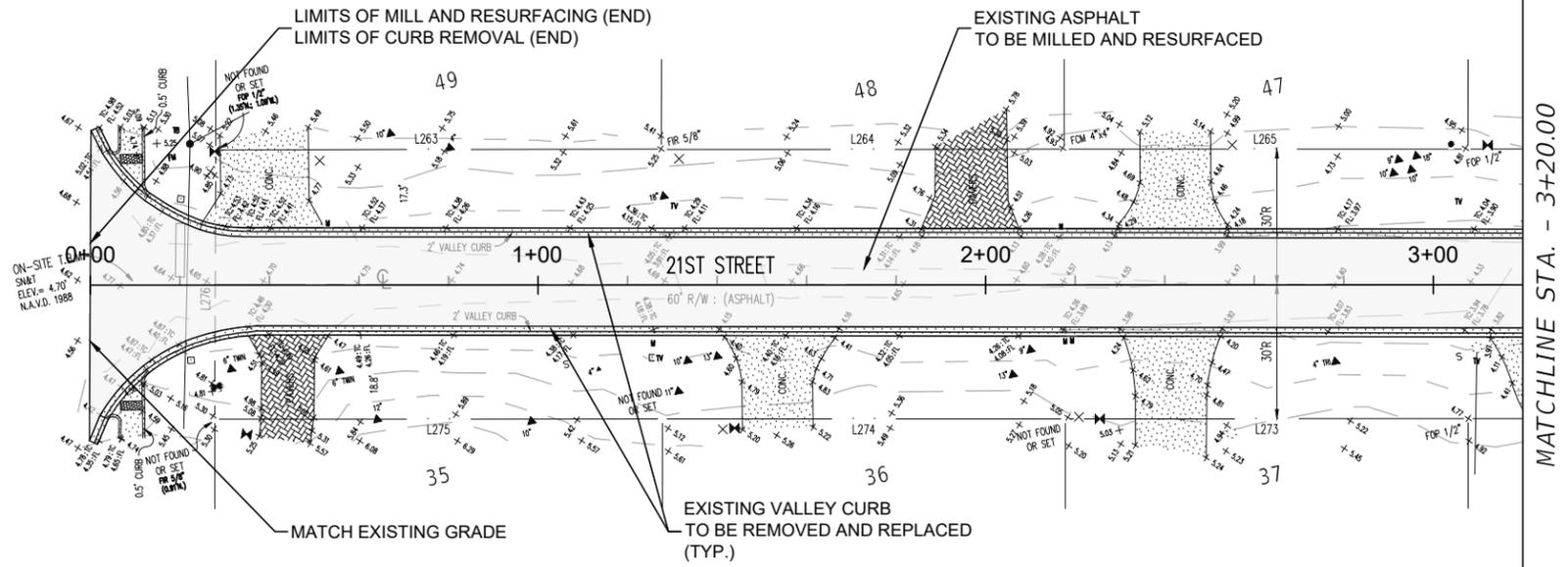
Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

20TH STREET - DRAINAGE PLAN

PROJECT NO:
23027
 DATE:
October 20, 2023
 SHEET NO:
C-12



ON-SITE T.B.M.
FND. R/WET & DISK (ALL)
ELEV. = 3.23'
N.A.V.D. 1988

NOTES:
CURBING TO BE LAID OUT TO WHERE
WATER DOES NOT PUDDLE AND
PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
444 CAUSEWAY BOULEVARD
BELLEAIR BEACH, FLORIDA 33786
PHONE: 727-595-4646

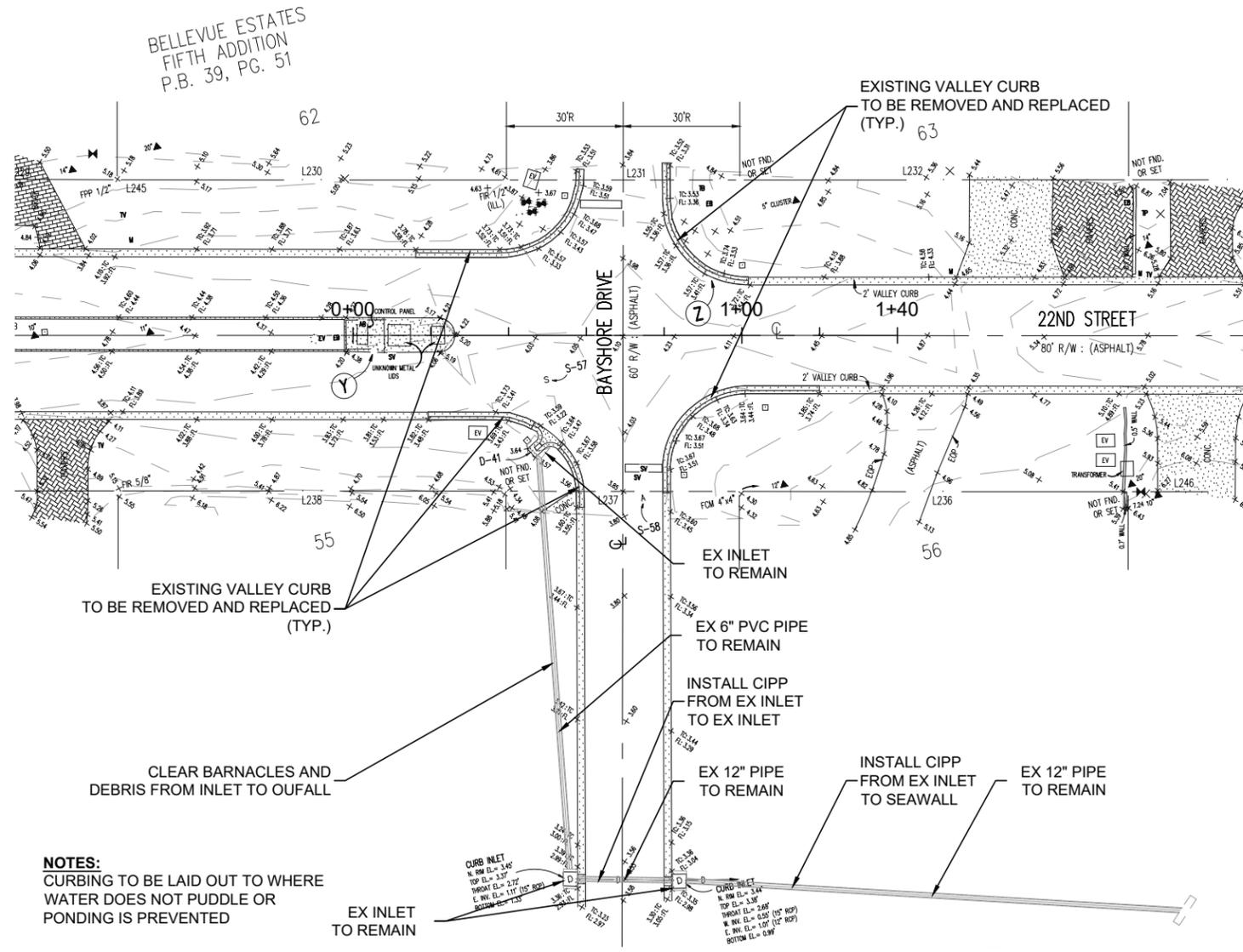
Larry L. Fluty, PE
PE # 38628

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360 CENTRAL AVENUE, SUITE 1020
ST. PETERSBURG, FLORIDA 33701
PHONE: 727-388-2515

STREET IMPROVEMENTS

21ST STREET - DRAINAGE PLAN

PROJECT NO:
23027
DATE:
October 20, 2023
SHEET NO:
C-13



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE OR
 PONDING IS PREVENTED

BELLEVUE ESTATES
 FIFTH ADDITION
 P.B. 39, PG. 51

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

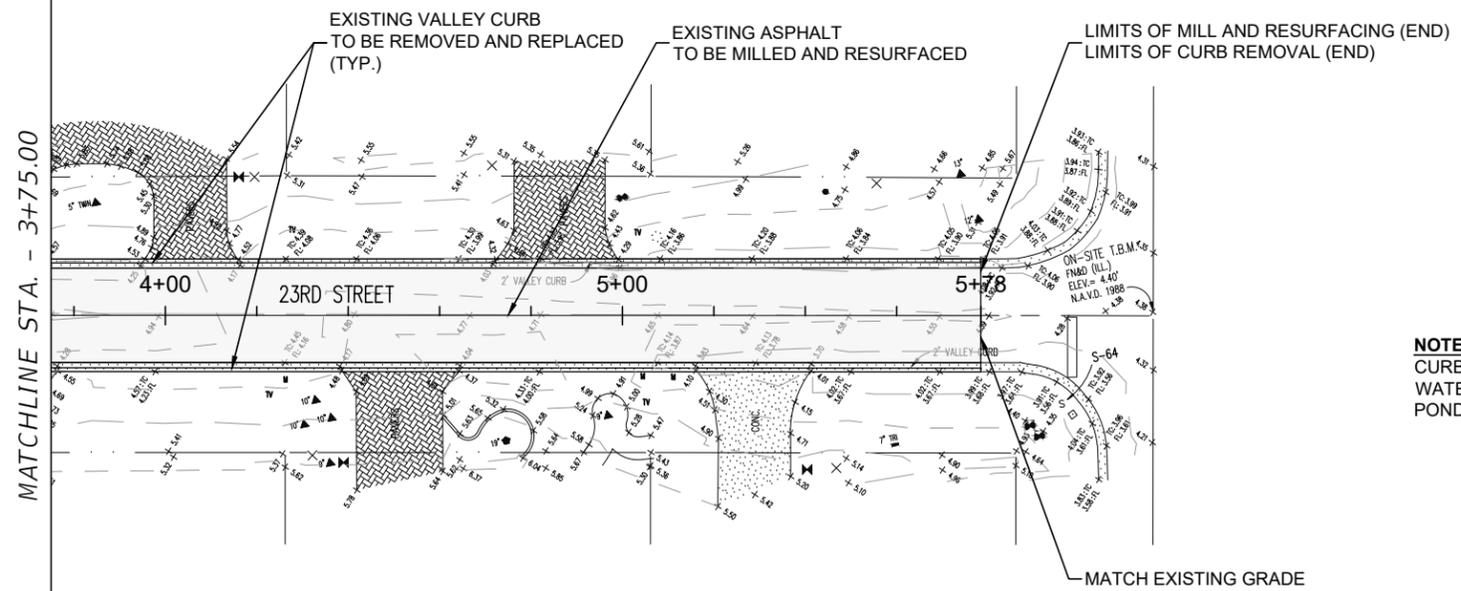
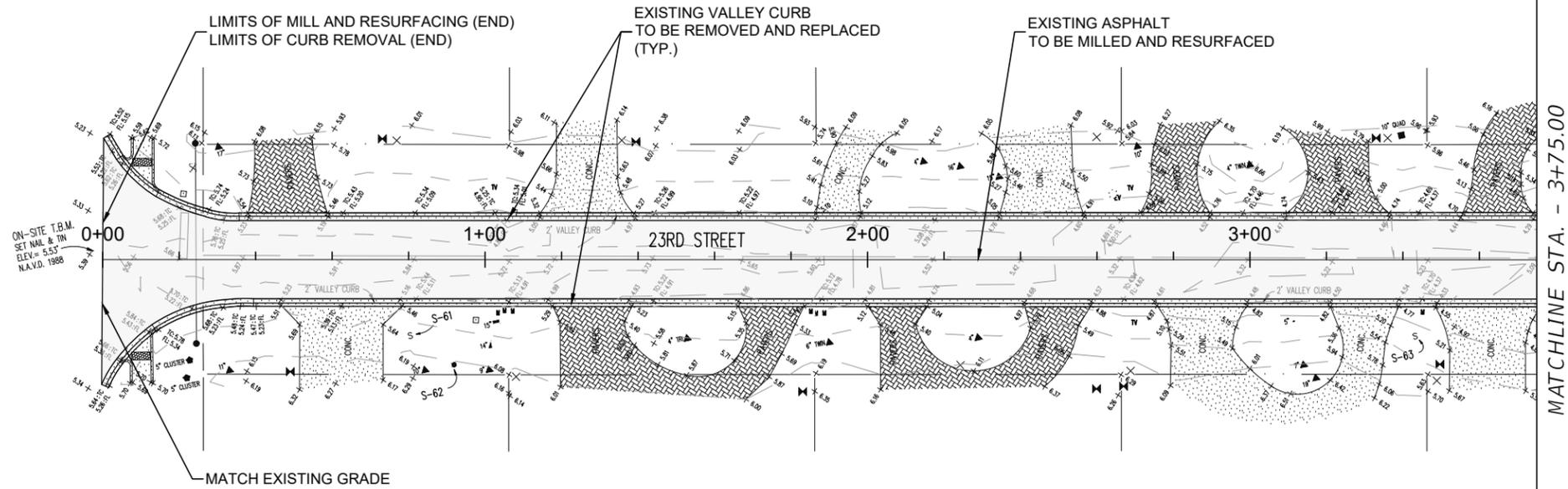
Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

22ND STREET - DRAINAGE PLAN

PROJECT NO:
23027
 DATE:
November 2, 2023
 SHEET NO:
C-14



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE AND
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

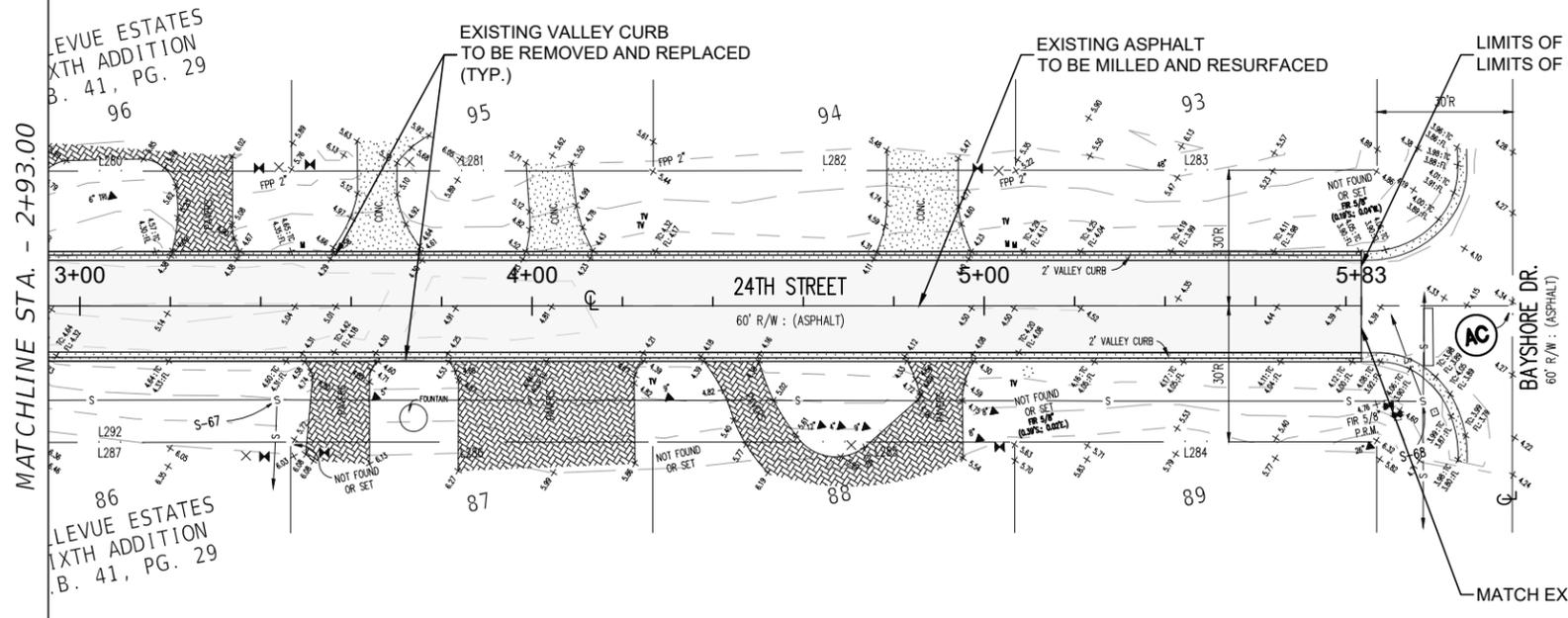
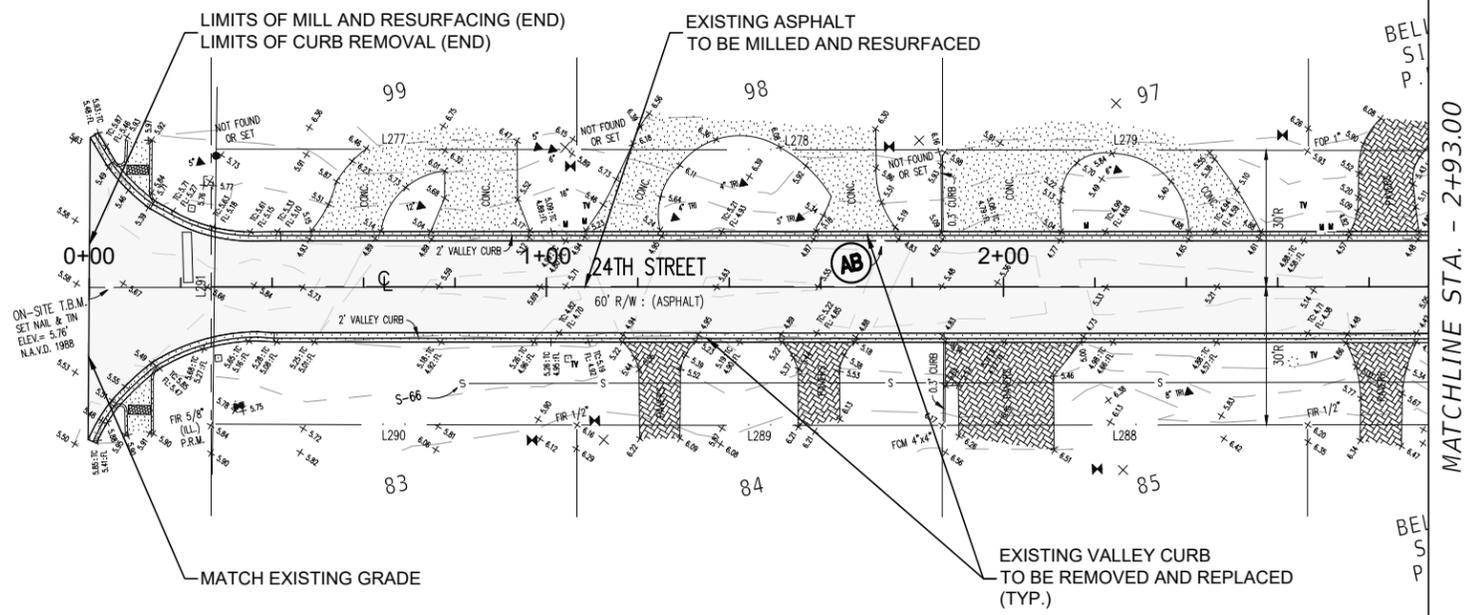
Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

23RD STREET - DRAINAGE PLAN

PROJECT NO:
23027
 DATE:
October 20, 2023
 SHEET NO:
C-15



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE AND
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

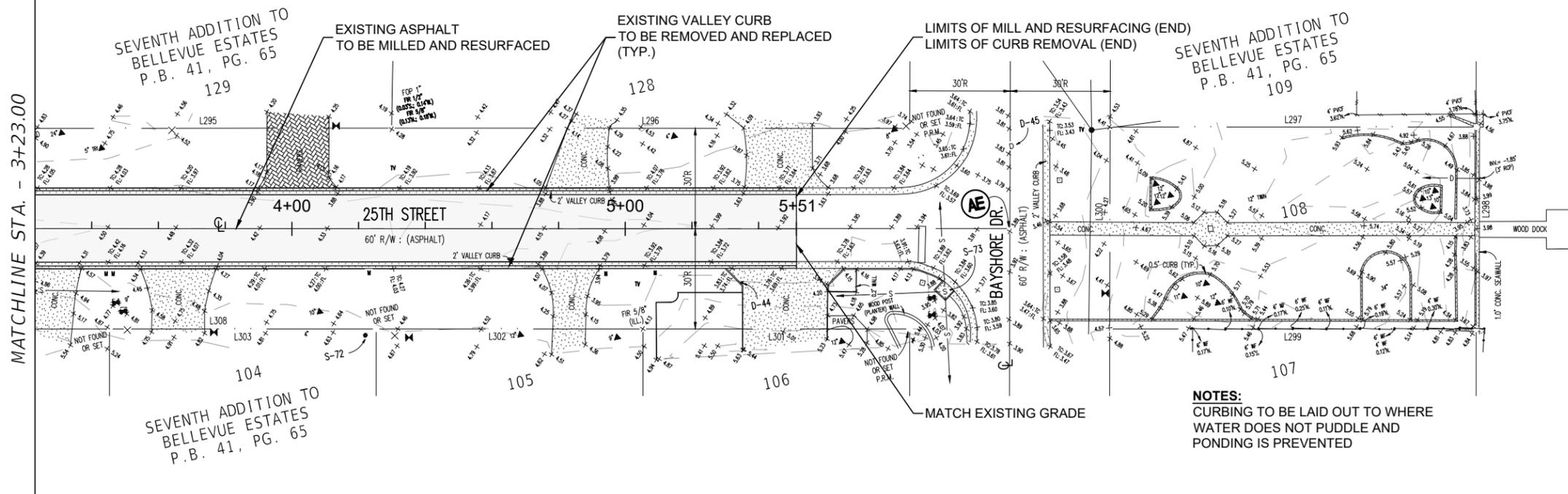
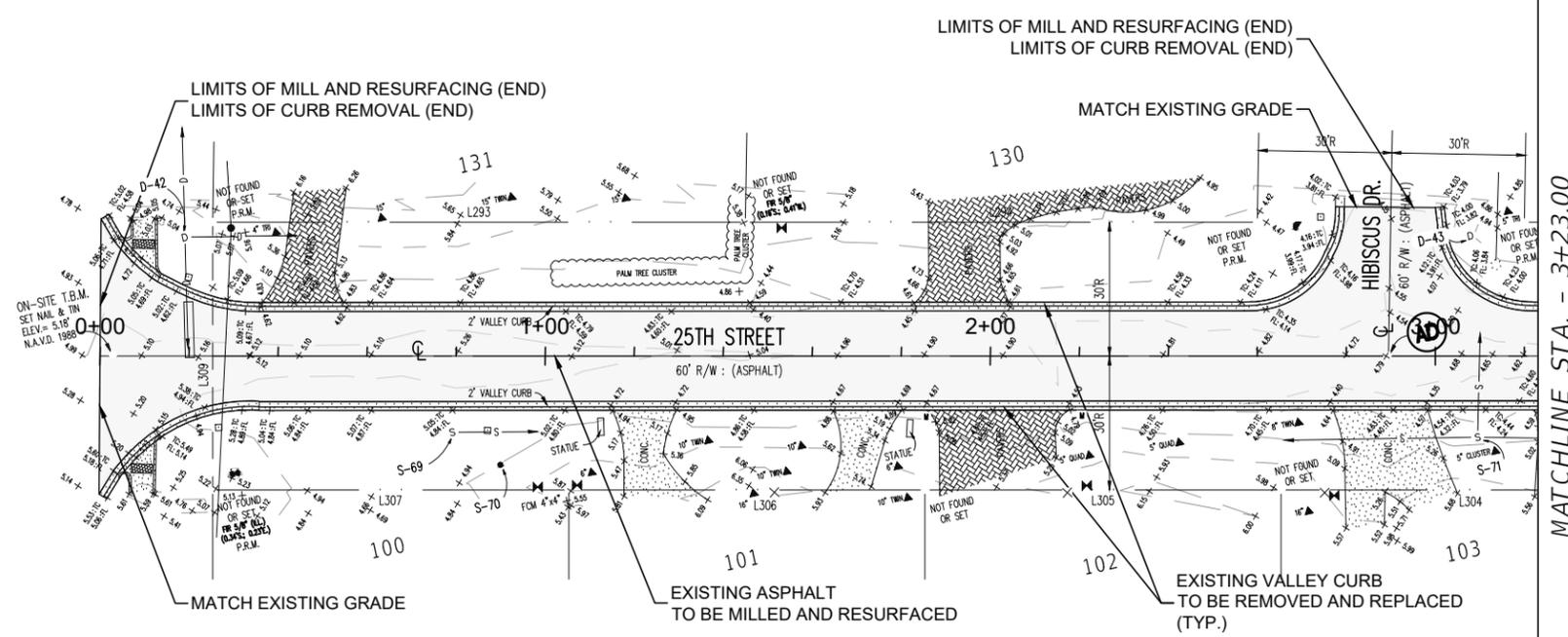
Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

24TH STREET - DRAINAGE PLAN

PROJECT NO:
23027
 DATE:
October 20, 2023
 SHEET NO:
C-16



NOTES:
 CURBING TO BE LAID OUT TO WHERE
 WATER DOES NOT PUDDLE AND
 PONDING IS PREVENTED

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

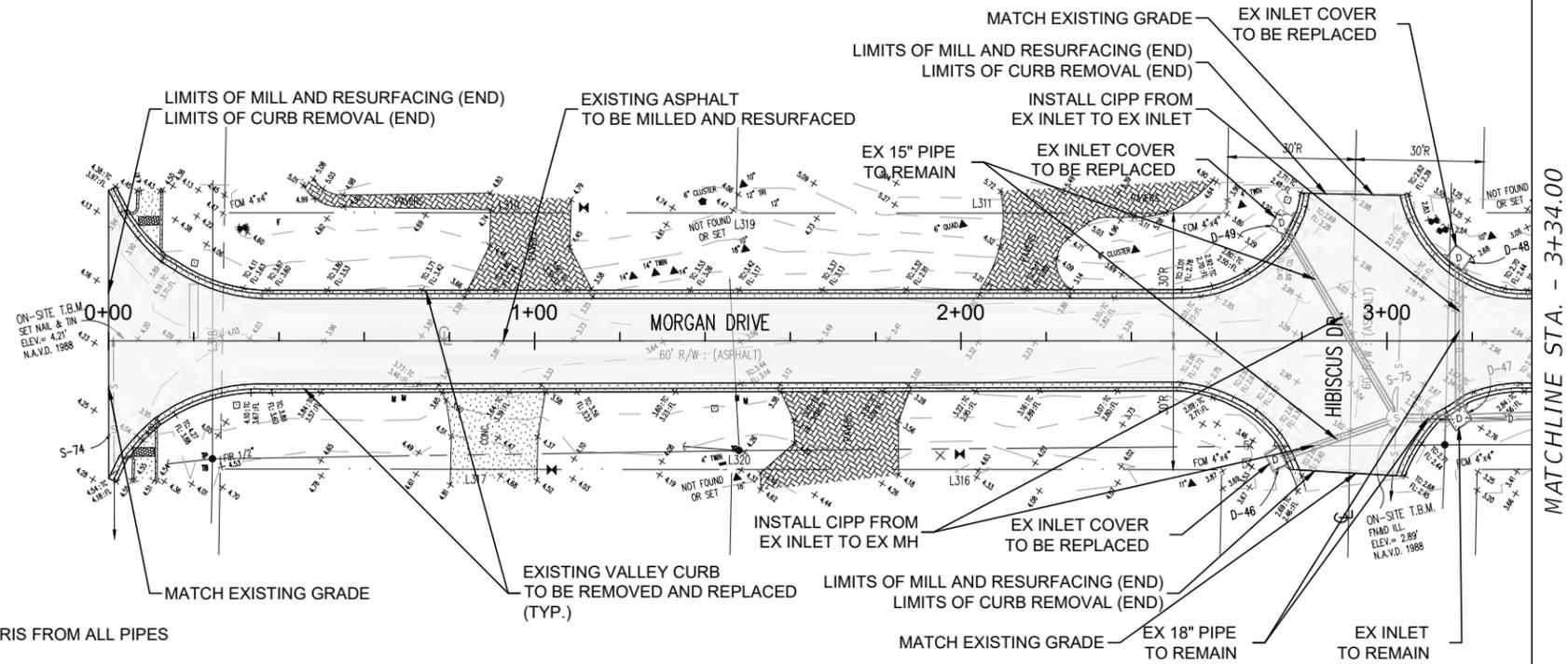
Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

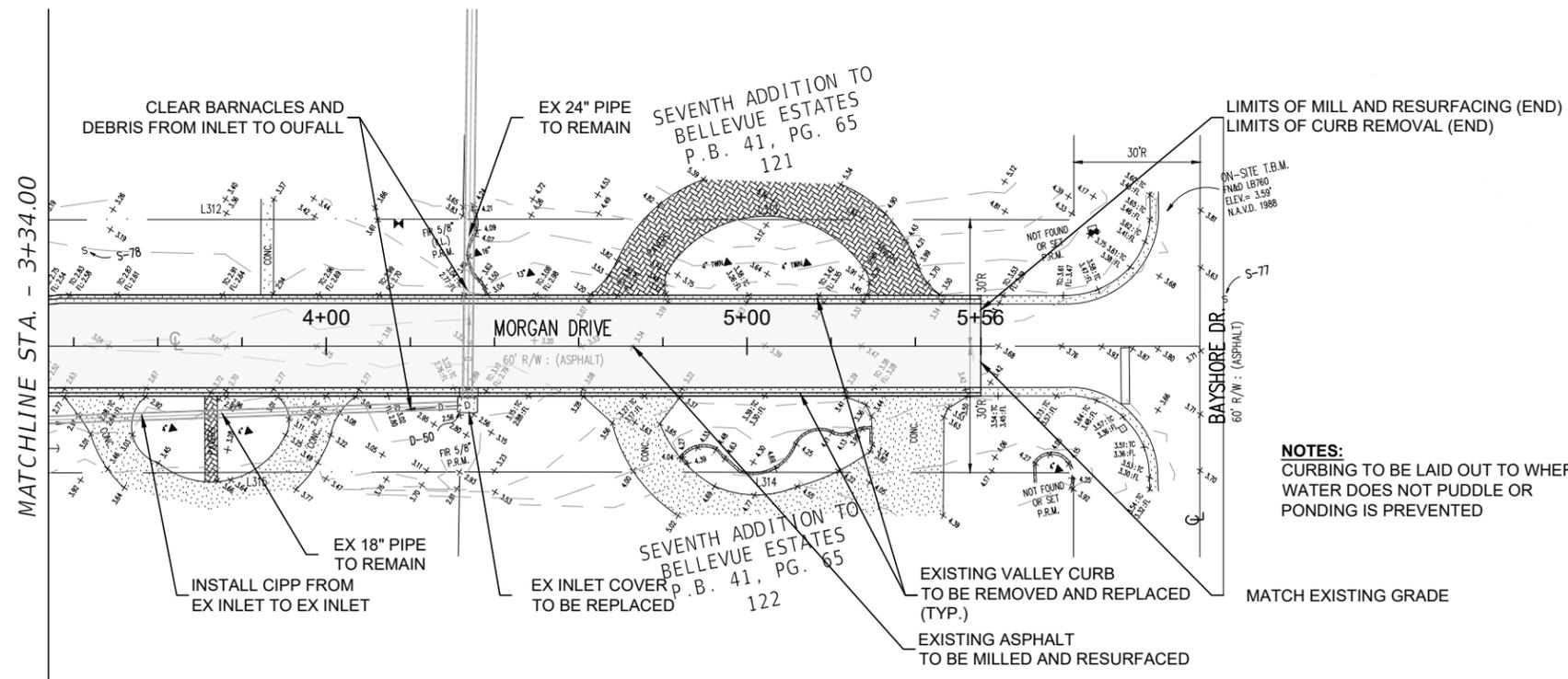
STREET IMPROVEMENTS

25TH STREET - DRAINAGE PLAN

PROJECT NO:
23027
 DATE:
October 20, 2023
 SHEET NO:
C-17



NOTES:
CLEAR DEBRIS FROM ALL PIPES



NOTES:
CURBING TO BE LAID OUT TO WHERE WATER DOES NOT PUDDLE OR PONDING IS PREVENTED



NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
444 CAUSEWAY BOULEVARD
BELLEAIR BEACH, FLORIDA 33786
PHONE: 727-595-4646

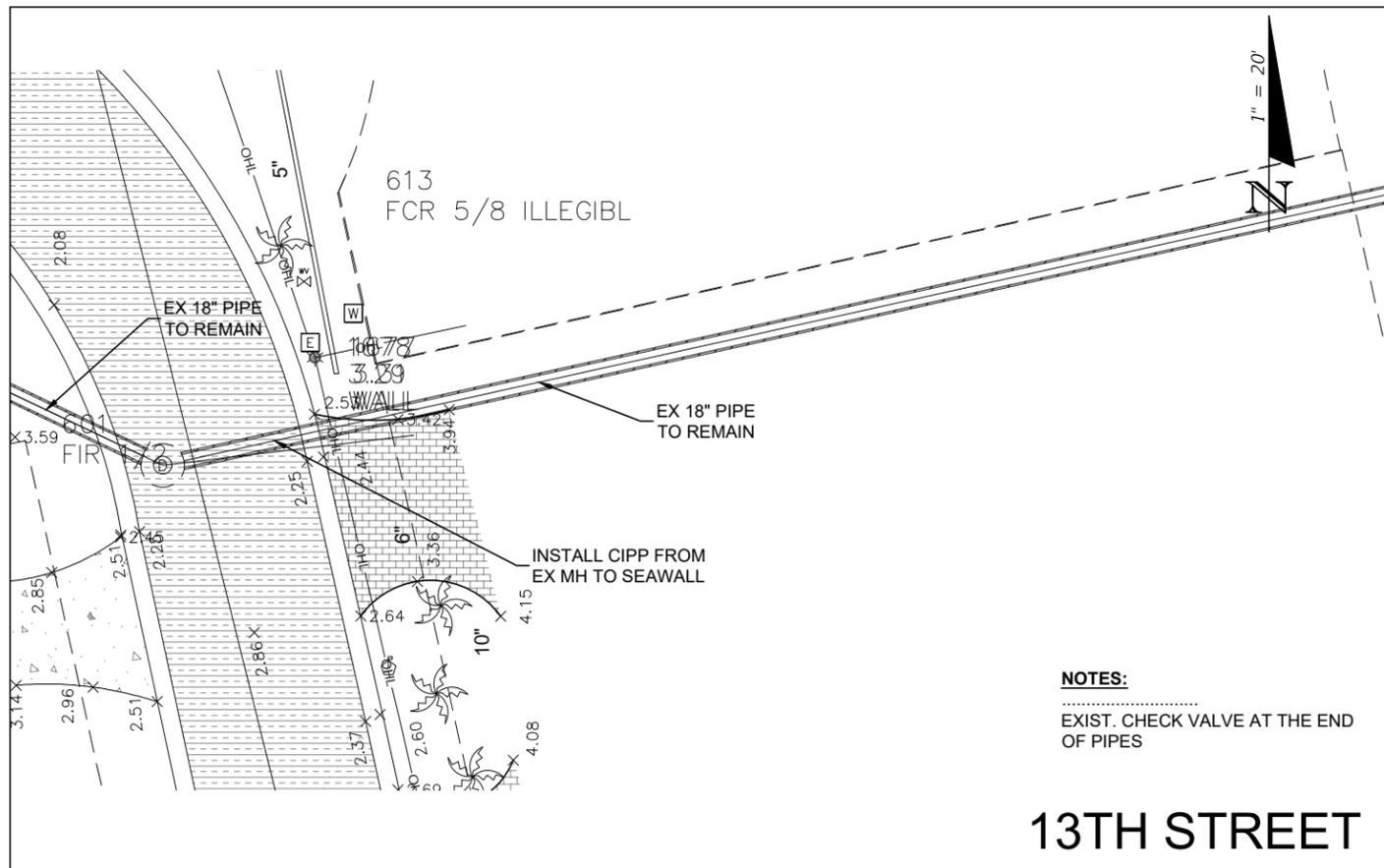
Larry L. Fluty, PE
PE # 38628

Gemini Engineering & Sciences, Inc
360 CENTRAL AVENUE, SUITE 1020
ST. PETERSBURG, FLORIDA 33701
PHONE: 727-388-2515

STREET IMPROVEMENTS

MORGAN DR - DRAINAGE PLAN

PROJECT NO:
23027
DATE:
October 20, 2023
SHEET NO:
C-18



NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
444 CAUSEWAY BOULEVARD
BELLEAIR BEACH, FLORIDA 33786
PHONE: 727-595-4646

Larry L. Fluty, PE
PE # 38628

DATE

Gemini Engineering & Sciences, Inc
360 CENTRAL AVENUE, SUITE 1020
ST. PETERSBURG, FLORIDA 33701
PHONE: 727-388-2515

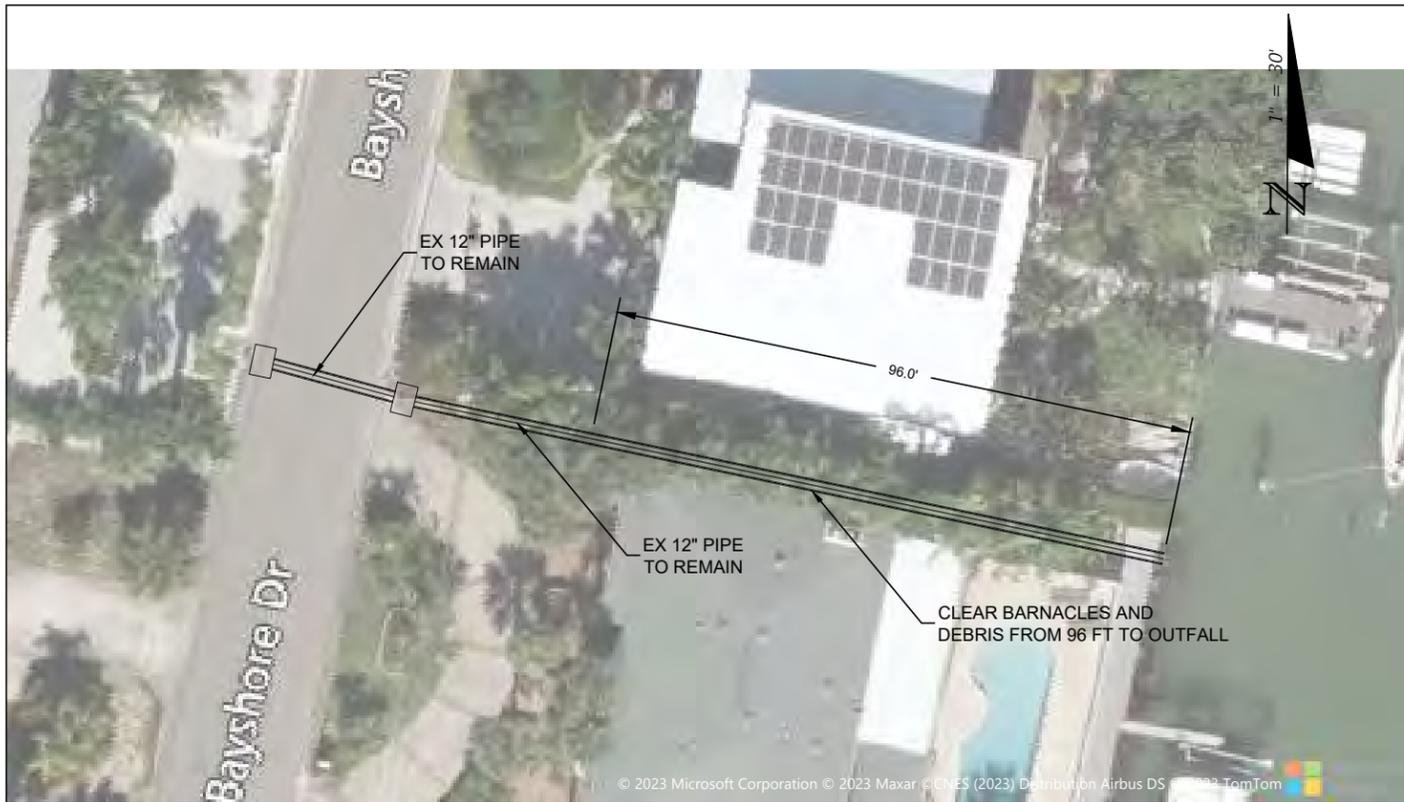
STREET IMPROVEMENTS

OUTFALL IMPROVEMENTS

PROJECT NO:
23027

DATE:
November 2, 2023

SHEET NO:
C-19



2411 BAYSHORE DRIVE



2509 BAYSHORE DRIVE



309 HARBOR DRIVE

NO.	DESCRIPTION	BY	DATE

CITY OF BELLEAIR BEACH
 444 CAUSEWAY BOULEVARD
 BELLEAIR BEACH, FLORIDA 33786
 PHONE: 727-595-4646

Larry L. Fluty, PE
 PE # 38628

Gemini Engineering & Sciences, Inc
 360 CENTRAL AVENUE, SUITE 1020
 ST. PETERSBURG, FLORIDA 33701
 PHONE: 727-388-2515

STREET IMPROVEMENTS

OUTFALLS IMPROVEMENTS

PROJECT NO:
23027
 DATE:
November 2, 2023
 SHEET NO:
C-20

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: November 2, 2023

SUBJECT: 300 Harbor Drive, Indian Rocks Beach Dock Variance

Recommendation:

Request City Council to review proposed dock plan for 300 Harbor Drive, Indian Rocks Beach.

History:

The property has an existing dock shown in the attached Pinellas County Property Appraiser Map.

Background:

Mr. Nocera requested via attached email for the City of Belleair Beach to approve his proposed dock plan as a condition of his Indian Rocks Beach variance application.

Attachment:

1. Email Request from Bert Nocera, Property Owner.
2. Aerial Image of Existing Dock from Property Appraiser's Map.
3. Proposed Dock Plan by Speeler Companies.

From: [WordPress](#)
To: [Kyle Riefler](#); [Dave Gattis](#); [Jody Shirley](#); [Frank Bankard](#); [Belinda Livingstone](#); [Leslie Notaro](#); [Lloyd Roberts](#); [Mike Zabel](#)
Subject: ASK THE CITY MANAGER
Date: Wednesday, October 18, 2023 11:43:56 AM

[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.

Name: Bert Nocera

Address: 300 Harbor Drive

Email: bwnocera@gmail.com

Phone: 513519064

Question/Comment: I live in Indian Rocks Beach next to the Belleair Beach park and need someone to sign off on a variance to allow me to add a dock and boat lift. The city of Indian Rocks is requiring the property owners on either side of me to sign the variance and your park is the property to my north. Please advise as to who I need to work with to get the paperwork reviewed and signed.

Thank you, Bert Nocera

--

This e-mail was sent from a contact form on City of Belleair Beach (<http://www.cityofbelleairbeach.com>)



DRIVE

13(S)

6

69.8

2

79.9

110

59.7

151.3

45.9

SOUTH PARK

162.16

51.9

81.6

21.5

33/06

GOVT

LOT

2

40

GOVT

LOT

1

60

300 HARBOR DRIVE

145.4

20

86

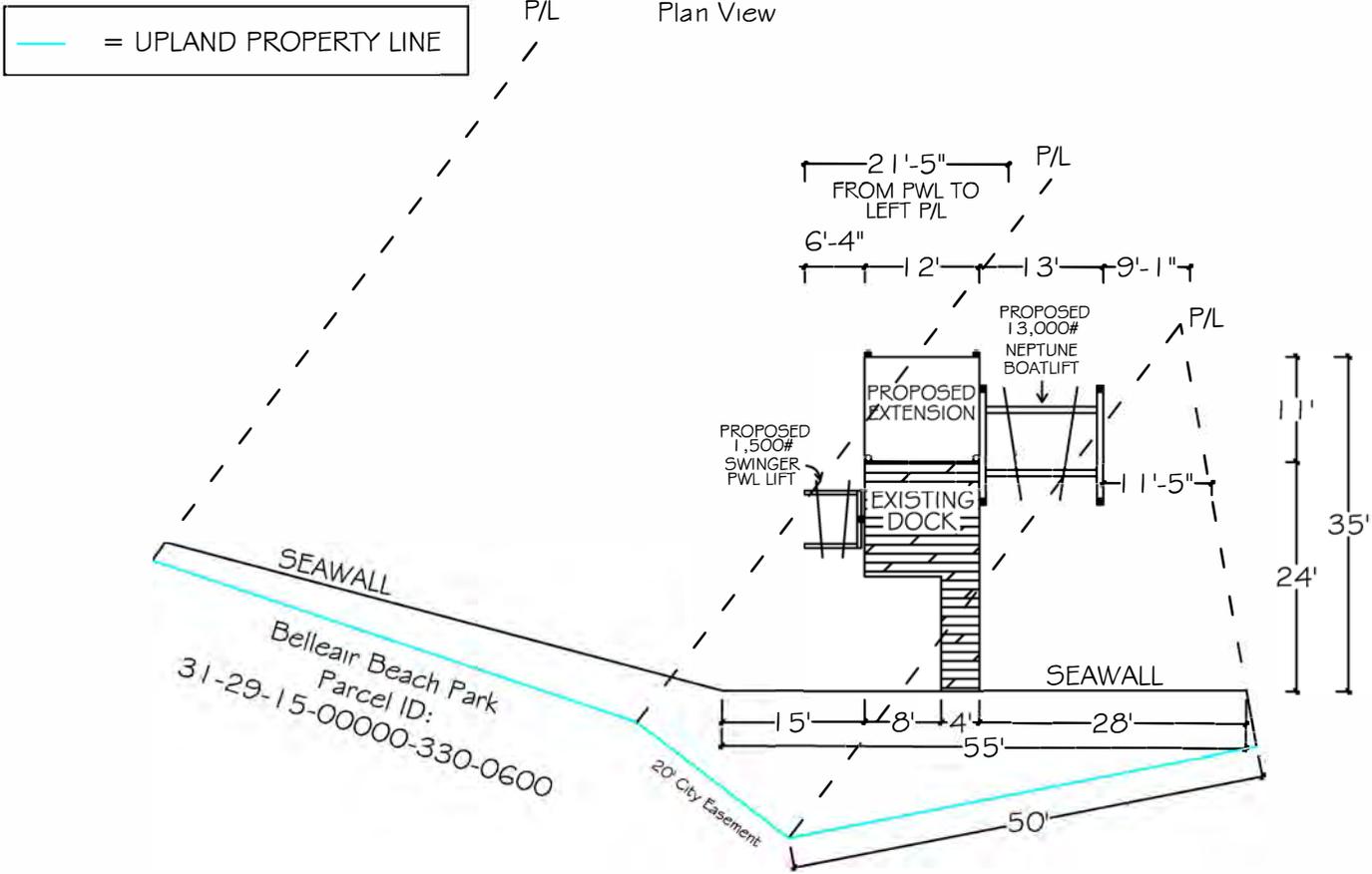
Bert & Jo Nocera Joint

OWNER NAME: Living Trust SITE ADDRESS: 300 Harbor Dr. Indian Rocks Beach, FL. 33785

NATURE AND SIZE OF PROJECT: Set piling and construct an 11' X 12' dock extension on the front of the existing dock. Install a new 13,000# capacity boatlift to the right of the dock and a 1,500# capacity personal watercraft lift on the left side. Replace any existing piling, framing, or decking if necessary.

TOTAL PROJECT SQUARE FOOTAGE: 324'
TOTAL NUMBER OF PILING: Seven(7)
WATERWAY WIDTH: Over 400'

NEW SQUARE FOOTAGE: 132'
DIAMETER OF PILING: 8" Tip
WATERFRONT WIDTH: 50'
*LOT ON WATER IS 55' WIDE



The undersigned does not object to the proposed project as drawn in the space provided above.

Left Owner: City of Belleair Beach	Right Owner: James &/or Elizabeth George
Signature	Signature
Date	Date
Municipality Approval	Water and Navigation Approval

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: November 2, 2023

SUBJECT: Approval of Piggyback Agreement with Calvin, Giordano & Associates, Inc.

Recommendation:

Approve Piggyback Agreement for Professional Planner Services with Calvin, Giordano & Associates, Inc. The agreement piggybacks the Town of Redington Shores' rate of \$156.00 per hour.

History:

In 2021, the Town of Redington Shores conducted an RFQ for the purpose of receiving statements of qualification and quotes from qualified professional land planner firms for the purpose of creating revision to the Town's Land Development Code.

Background:

Mr. Luis N. Serna, Planning Director with Calvin, Giordano & Associates, Inc. has agreed to the attached project scope. The project has been quoted on an hourly-cost basis not to exceed \$23,140.00. Funding is designated in the FY 2024 General Budget. Upon agreement approval, City Manager will execute a Work Authorization Form and PO for Code Review Project.

Attachments:

1. Belleair Beach Piggyback Agreement for Professional Planner Services.
2. Town of Redington Shores Agreement for Professional Planner Services.
3. Luis N. Serna, AICP, LEED AP BD+C Resume.
4. Code Review Project Scope of Services.

PIGGYBACK AGREEMENT FOR PROFESSIONAL PLANNER SERVICES

This Agreement is made on this ___ day of October, 2023 (the "Effective Date"), by and between the **City of Belleair Beach**, a Florida municipal corporation (the "Client") and Calvin, Giordano & Associates, Inc., a Florida corporation, (the "Consultant"), collectively referred to herein as the "Parties").

WHEREAS, the Client has determined that it requires certain project-based services from a qualified professional land planner to assist in creating necessary revisions to the Client's land development and comprehensive planning regulations to ensure compliance with current state law and the Client's desired policies; and

WHEREAS, in the winter of 2021, the Town of Redington Shores, a Florida municipal corporation, ("Town") conducted a solicitation ("the RFQ") for the purpose of receiving statements of qualifications and quotes from qualified professional land planner firms for the purpose of creating revisions to the Town's Land Development Code, and for other ongoing professional land planner services (the "Services"); and

WHEREAS, the Consultant responded to the RFQ and Town subsequently selected the Consultant as the most qualified proposer; and

WHEREAS, on December 21st 2021, the Consultant and Town entered into an Agreement for Professional Planning Services (the "Town Contract"), wherein the Consultant agreed to perform the Services for Town in accordance with the terms and conditions described therein; and

WHEREAS, the procurement rules of Belleair Beach permit the Client to accept, in lieu of soliciting competitive proposals for such services, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than those of Belleair Beach; and

WHEREAS, the Client's legal counsel has analyzed the RFQ process used by Town and has determined that it was conducted in compliance with that Town's procurement code, and was otherwise a competitive solicitation process able to be "piggybacked" pursuant to Belleair Beach's procurement rules; and

WHEREAS, the Client desires to piggyback onto the Town Contract for the purposes of receiving the same Services from Consultant as are being provided to Town under the Town Contract; and

WHEREAS, the Client's administrative staff have obtained confirmation from an authorized representative of the Consultant that the Consultant consents to the formation of this contractual relationship by way of Client's piggybacking onto the Town Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter, the Parties agree as follows:

1. Performance of the Services. The Consultant shall make available to Client, and provide to Client as requested, the same Services as are available and provided to Town in accordance with the terms and conditions of the Town Contract, at the hourly rate of **\$156 per hour** specified therein. All references to the "Town" or "Redington Shores" in the Town Contract shall, for purposes of this Agreement, mean the Client.
2. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Consultant to Town in the Town Contract. The Parties understand that any other Consultant services Client may wish to acquire may or may not be acquired from Consultant, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.

3. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the Town Contract, and (ii) the Consultant's Proposal to the Town. Notwithstanding any term in the Town Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the two above-listed documents, the earlier-listed document shall prevail over conflicting terms in the subsequently listed document.
4. Term and Termination of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date as provided for in Article 4 of the Town Contract (which due to Town renewal is currently September 30th 2024), and may be terminated as provided for in Article 5 of the Town Contract. In the event the Town exercises its right to terminate the Town Contract early, this Agreement shall survive through the termination date listed above unless the Client, independently, exercises its own termination rights under Section 5 of the Town Contract.

The Client retains the right to exercise the annual renewal option set forth in Article 4 of the Town Contract without regard to whether the Town does or does not exercise this option for itself in the future.

5. Staff Title References and Revisions to Town Contract Provisions. The Town Contract may make reference to a Project Manager, a Town Representative, or certain other Town officials or employees. The Parties agree that for purposes of this Agreement, references to these officials or employees shall mean the Belleair Beach City Manager, or her/his designee.
6. Terms Revised and Created. The following terms in the Town Contract are revised/created as follows:

Art. 6: Notice to the Client shall be sent to:

Belleair Beach City Manager
444 Causeway Blvd.
Belleair Beach, FL 33786

Article 7 is replaced with the following:

PUBLIC RECORDS. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

- (a) Keep and maintain public records required by the Client to perform the services provided hereunder.
- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Consultant or keep and maintain public records required by the Client to perform the service. If the Consultant transfers all public records to the

Client upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Consultant fails to comply with these requirements, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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

A new Article 16 is created to read:

Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. Pursuant to Florida Statutes § 287.05701(3), Consultant is notified that the Client will not request documentation of or consider Consultant's social, political, or ideological interests when determining if the Client is a responsible vendor, nor will it give preference to Consultant based on the Consultant's social, political, or ideological interests.
- c. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- d. Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

(i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Consultant engages in business operations in Cuba or Syria; or

(iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

- e. By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.
- f. The Consultant shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Client within ten (10) days of the date of such occurrence.
- g. In the event the Client determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Consultant.
- h. Immigration Compliance; E-Verify. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.
- i. Pursuant to Florida Statutes § 448.095(2), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Client cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Client that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Client develops a good faith

belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- j. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Belleair Beach, Florida

Calvin, Giordano & Associates, Inc.

By: _____
David Gattis, Mayor

By:  _____
Chris Giordano, MSC, CCM
President

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT is made and entered into this 21st day of December, 2021 (the “Effective Date”) by and between the Town of Redington Shores, a Florida municipal corporation, hereinafter referred to as “Town”, with a Town Hall at 17425 Gulf Blvd., Redington Shores, FL 33708, and Calvin, Giordano & Associates, Inc., a Florida corporation, hereinafter referred to as “Contractor”, with offices located at 13535 Feather Sound Drive, Suite 135, Clearwater, FL 33761.

WHEREAS, the Town, as a Florida municipality, must ensure that it is served by a qualified and competent professional planner to ensure it complies with all applicable planning and zoning regulations and obligations, and to ensure applications for zoning-related matters are promptly and correctly analyzed and processed; and

WHEREAS, the Town Commission recently authorized a solicitation for quotes for professional planning services in conjunction with the Town’s desire to have its current land development code (Chapter 90 of the Town Code) thoroughly reviewed to ensure it is compliant with the current provisions of Florida Statutes Chapter 163 and any applicable County mandates, is logically organized, and that outdated, preempted, or inconsistent provisions be amended or removed so as to make the Code easier to use and understand by the stakeholders who must make reference to it; and

WHEREAS, the Town Commission recently received a report as to the responses of those firms who had provided quotes and been interviewed by relevant Town officials; and

WHEREAS, based on that report, and the proposed scope of services provided to the Town by Contractor, the Town Commission has found that Contractor is best suited to provide the deliverables required in this Agreement; and

WHEREAS, the Town Commission has authorized the Town Attorney to develop the requisite form of agreement between the Town and Contractor, and has authorized the Town Mayor to execute the Agreement once it has been accepted by Contractor; and

WHEREAS, the Town and Contractor have agreed to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Contractor shall provide the services as outlined in **Attachment “A”**, hereinafter referred to as the **“Scope of Services.”**

ARTICLE 2: COMPENSATION. The Contractor shall be compensated in the amounts and at the times set forth in **Attachment “B”**, hereinafter referred to as **“Compensation & Payments.”**

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF TOWN STAFF AND ASSETS. The Contractor shall not be permitted to utilize any Town personnel, equipment,

by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Town.

- (d) Upon completion of the Agreement, transfer, at no cost, to the Town all public records in the possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

If the Contractor fails to comply with the requirements in this Section 34.8, the Town may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Town within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.397.5538), E-MAIL (info@townofredingtonshores.com), OR MAIL (TOWN OF REDINGTON SHORES, OFFICE OF THE TOWN CLERK, 17425 GULF BLVD., REDINGTON SHORES, FLORIDA 33708.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Contractor must, by the effective date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Contractor to Town shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or

subcontractors, any rights, interest or status as an employee of the Town. The Town shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Town as provided for herein, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, a general liability insurance policy of a value not less than \$250,000 which could be used to satisfy said obligations or liabilities, naming the Town as an additional insured. Contractor shall provide proof of this insurance to the Town Clerk upon request.

E: NON-ASSIGNABILITY. While the Town understands that Contractor may, due to workflow issues or when unique expertise is required, assign work performed under this Agreement to a different planning professional, the Town expects that the work performed under this Agreement shall normally be performed by **Calvin, Giordano & Associates, Clearwater Florida office**. The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the Town will rely heavily on the specific institutional knowledge and experience of the staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement or any right or interest in this Agreement without the express prior written consent of the Town. In the event experienced staff referred to herein no longer work for Contractor or Contractor ceases to assign such staff to perform the services required in this Agreement, the Town may terminate the Agreement immediately.

F: CONFIDENTIALITY. Each party acknowledges that during the term of this Agreement, confidential business plans, pricing policies, marketing, strategies, records, and other information of a confidential nature ("Confidential Information") might be exchanged by the parties. Neither party shall, in any manner, directly or indirectly, disclose to any person or entity whatsoever, or use for any purpose directly or indirectly in competition with the other party, any of such Confidential Information. Upon the expiration or termination of this Agreement by any party or for any reason, each party shall immediately return to the other party any and all of such Confidential Information, including without limitation any originals or copies of policies, procedures, patient medical records, or billings in the party's possession or control. The parties further agree that the terms of this Agreement shall be considered Confidential Information and shall not be disclosed to any third party, except as required by law, without the express written consent of the non-disclosing party. Notwithstanding the foregoing, each party shall have access to, and may, without charge, make copies of the Confidential Information of the other party to the extent such Confidential Information is required pursuant to a valid subpoena, court order or other compulsory legal process or is otherwise necessary for the defense of any private or governmental action brought against the party.

G: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole

discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and, defend, each Town Indemnified Party (defined as the Town, and its officers, employees and agents) from and against any Indemnified Loss (defined as any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, to the extent arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement).

The obligation of the Contractor under this section is absolute and unconditional; to the extent allowed by applicable law or not otherwise prohibited, it is not conditioned in any way on any attempt by a Town Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the Town Indemnified Party.

The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Claimant's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

If the Town invokes its right to defend any claim or action with respect to any Indemnified Loss, the Town may employ any outside counsel of its choice to enforce or defend the Town's right to indemnity provided by this Agreement. If the Contractor undertakes the defense of any claim or action with respect to any Indemnified Loss, the Town Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a Town Indemnified Party any and all costs and expenses incurred by the Town Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the Town Indemnified Party is entitled to indemnification under this Agreement, whether or not the Town Indemnified Party is a party or potential party to it.

ARTICLE 9: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted

and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Pinellas County, Florida. Venue for any federal court action shall be in the Tampa Division of the United States District Court for the Middle District of Florida.

ARTICLE 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).

ARTICLE 11: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 12: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 13: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 14: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and the Parties confirm that in entering this Agreement, they do not intend for it to benefit any other third party.

ARTICLE 15: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives.

Calvin, Giordano & Associates, Inc.

TOWN OF REDINGTON SHORES

By: 
Chris Giordano, MSC, CCM
President

By: 
Marybeth Henderson, Mayor

Scope of Services

INITIAL PROJECT:

Review and prepare recommended updates to the Land Development Code of the Town of Redington Shores (Chapter 90 of the Code of Ordinances). These updates will address consistency and compliance with Chapter 163 of Florida Statutes, the County-Wide Rules, and the Land Development Codes of Pinellas County and neighboring municipalities. Additionally, the Land Development Code updates will address internal consistency, provide updated terminology, reorganize the document for ease of use, and revise language to be generally more user friendly.

Task 1. Land Development Code review and assessment.

Task 2. Prepare written recommendations for review and comment by the Town's designated Project Manager and Town Attorney.

Deliverable: Contractor will prepare written recommendations for Land Development Code reorganization and update. These recommendations will be reviewed by the Town Attorney Town (the Town's designated Project Manager) and revised by Contractor as needed.

Task 3. Prepare Draft Strike-Through/Underline Code Revisions and related memorandum outlining the changes made and providing brief explanations for all significant changes.

Deliverable: Contractor will prepare revised Land Development Code revisions in a strike-through/underline format. These revisions will be provided in a MS Word or other editable format acceptable by the Town. Contractor will also provide an explanatory memorandum on firm letterhead explaining the more significant proposed changes.

Task 4. Participate in up four hearings for adoption of the Code revisions.

The Parties understand that legal review of Contractor's work product on the project will be performed by the Town Attorney. If the Town desires additional legal review be performed by Contractor, associated fees will be billed separately.

In light of pending state legislation which may impair local governmental rights to adopt ordinances, the Town desires the project to be completed such that final adoption of the resulting ordinance will be accomplished by July 1st 2022.

TOWN-OPTION FOR ADDITIONAL TOWN PLANNER SERVICES:

As the Town does not currently utilize any one person or firm to serve as the official Town Planner, and as the Town Commission recognizes the need to secure a more consistent provider of Town Planning services. Therefore, at the option of the Town Commission, Contractor agrees to serve as the Town Planner, and would thereafter provide the Town with the following services:

Compliance with state & county mandates

Contractor shall be aware of, plan for, and ensure compliance with all state and county-wide planning mandates, including but not limited to compliance with comprehensive plan updating and reporting (including all elements therein), and all other requirements in Florida Statutes Chapter 163 and the Pinellas County Code.

Service as Zoning and Land Use Official

Contractor shall be responsible for performing regulatory review of any applications for land use or zoning amendments, development agreements, or other similar applications submitted to the Town by property owners. Such review shall consist of an examination of the application against all applicable state and local standards and requirements, and the development of a written report to the Town Commission providing analysis and a professional recommendation. Contractor shall perform any duty assigned to the zoning official or Town Planner, as those or similar titles may be provided for in the Town Code.

Contractor shall also be available as a resource to the Town's property owners, and shall provide zoning and land use code interpretation assistance to any reasonable and routine inquiries from property owners. Contractor shall provide pre-application review and feedback to property owners and their agents who are contemplating development or redevelopment of property in the Town. Contractor shall keep a written record of any such interactions to ensure there is no dispute with respect to the guidance or interpretation of the code. In providing such assistance, Contractor shall ensure property owners are informed that they must rely on the advice and counsel of their own professional planning and legal advisors, and that all informal assistance provided is not binding upon the Town.

Contractor shall assist the Town's Code Enforcement Deputies in correctly interpreting the Town's comprehensive plan and land use/zoning code to the extent such Deputies suspect a property owner may be in violation of such codes.

Other Services

Contractor shall be reasonably aware of grant opportunities related to the Town's land planning and comprehensive plan development efforts and shall make the Town aware of opportunities for the Town to obtain financial assistance to help pay for such efforts. Contractor shall assist the Town with compliance with FEMA regulations applicable to the land planning function, including but not limited to assisting with documentation required to satisfy FEMA's Community Rating System.

Limitations of Authority

Contractor shall not undertake review of applications for construction permits or variances as these will be reviewed, analyzed and acted upon by the Town's Building Official and Board of Adjustment. Notwithstanding this limitation, in the event the Building Official, in the performance of her or his duties, determines that an interpretation of the Town's zoning code or comprehensive plan is required, Contractor shall confer with the Building Official to provide the necessary interpretations.

Apart from the duties set forth in this Agreement, Contractor shall not be authorized to self-assign projects or work assignments. Rather, should Contractor determine, in its professional judgment, that it would be in the Town's best interests for certain non-routine work to be performed, Contractor shall inform the Town Administrator, who will either decide whether the work should be performed, or confer with the full Commission, as the Administrator determines is necessary.

Contractor is authorized to request a legal opinion from the Town Attorney, who will either provide the requested opinion or, if the request would result in extensive work or raise potential negative legal issues for the Town, consult with the Administrator and Commission for direction. While the Contractor is authorized to seek legal opinions from the Town Attorney, the Town Attorney's advice shall not control the final professional or regulatory opinions or actions of the Contractor on matters of the interpretation or application of the Town's comprehensive plan, and zoning and land use regulations.

The Contractor shall refer any requests for media interviews regarding Town business to the Town Clerk. Contractor is not authorized to provide statements on behalf of the Town to the media regarding Town business without the express prior authorization of the Town Administrator or Town Commission. The Contractor shall refer any non-routine communications from attorneys or law firms to the Town Attorney. Contractor is not authorized to provide statements on behalf of the Town to attorneys or law firms without the express prior authorization of the Administrator or Town Commission.

Professional Planning and Zoning Recommendations

While the Town's comprehensive plan and land development code are fairly-stable, Contractor shall be responsible for maintaining a professional awareness of current developments in the field of land use and planning best practices. Should the Contractor determine that amendments to the Town's land use and zoning laws should be considered in light of industry or regulatory developments in the field of land use and planning, the Contractor shall make a written report of the recommendations to the Town Commission.

Board Support and Meeting Attendance

Contractor shall attend all meetings of the Town's planning board, and shall be responsible for drafting the agenda materials associated with items appearing on the planning board's agenda. The

Contractor shall also be available to attend all Town Commission meetings at which a comprehensive plan or zoning/land use ordinance is to be considered, and shall be responsible for the development and presentation of such agenda items to the Commission. Attendance at any other Town board of commission meeting shall only be as assigned by the Administrator.

On occasion, the Administrator may request the attendance of the Contractor at meetings of the county-wide planning agency, informal community meetings, or other similar meetings where the Town's planning and zoning regulations are at issue.

Office Accommodations; Work Resources

While the Town will coordinate with Contractor to provide space in Town Hall for the Contractor to meet with property owners or perform historical research, space in Town Hall is limited and the Town expects Contractor to maintain a separate professional office at which a majority of the services can be performed. While the Town Clerk's Office will assist Contractor with the compiling, printing and distribution of agenda materials submitted by Contractor, Contractor is expected to own or have access to all of the equipment and resources necessary to provide the services, to include computers, internet connections, software, online research resources, professional trade publication subscriptions, and professional association memberships. Contractor shall take all reasonable measures to ensure that the computers and software used to provide the Town with the services are updated and secure from transmission of computer viruses or other malware.

The Town Clerk will provide the Consultant with an official TownPlanner@redingtonshores.com email address. To ensure the Town complies with public records requirements, Consultant shall only use this account to perform the services. This email address shall not be used by Consultant as a private email account, or to provide professional services to any other government or entity.

Compensation and Payments

Payments to Contractor shall be as follows:

INITIAL PROJECT:

The initial project has been quoted on a project-cost basis **not to exceed \$13,416**. Contractor acknowledges the Town had initially **budgeted \$8,000** for this project. Therefore, Contractor agrees to work closely with the Town Attorney to find ways to deliver the project deliverables at or closer to the initial budgeted amount if possible.

TOWN-OPTION FOR ADDITIONAL TOWN PLANNER SERVICES:

In the event the Town Commission desires to continue using Contractor's services to secure a more permanent Town Planner relationship, the Contractor would provide such services at the hourly rate of: **\$ 156/Hr.**

INVOICE AND PAYMENT TERMS:

All payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Town's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional planner who performed the work, and the billing hours required to perform the task.

The Town Administrator or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be processed using the procedures and timelines set forth in the Florida Prompt Payment Act.

Payment shall be remitted to:

Calvin, Giordano & Associates, Inc.
Accounts Receivable
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316



Luis N. Serna, AICP, LEED AP BD+C

Planning Director, Tampa Bay Region

SUMMARY OF QUALIFICATIONS

Mr. Serna has over 30 years of experience in land planning consultation for public and private sector clients. Mr. Serna is the Planning Director at CGA and is responsible for the planning operations of the Tampa Bay office. He provides planning services to local governments including site plan and permit reviews; land development code and comprehensive plan updates; preparing neighborhood and special area plans; reviewing and preparing staff recommendations on applications for rezoning, plan amendments, site plans, development agreements, special exceptions, and variances. He also provides planning consultant services to private clients including site feasibility and entitlement studies; preparation of land use amendments and rezoning applications; and consultation on special exceptions, variances, and other development applications.

EXPERIENCE

Wakulla County Department of Planning & Community Development; Crawfordville, Florida, January 2012 to August 2015: Director - Responsible for the daily operation of the Planning and Community Development Department. Represent the department at Planning Commission and County Commission meetings. Hold pre-application review meetings. Review planning and zoning applications including site plans, subdivisions, rezonings, and Comprehensive Plan amendments. Coordinate the department's budget. Manage and direct department staff. Administer policy provisions adopted by the Board of County Commissioners. Assist in strategic planning. Serve as liaison with State and Federal agencies on issues related to various housing programs. Work with the Chief Building Official as needed regarding code enforcement and building code requirements. Oversee administration of the Comprehensive Plan and Land Development Code by providing technical planning information to the public, the Planning Commission, and the Board of County Commissioners. Developed overlay zoning district for Crawfordville, and began implementation of a tax increment financing district for this community.

GPI Southeast, Inc. (Formerly Varnum & Associates, Inc.); Tallahassee, Florida, October 2001 to July 2011: Land Planner - Responsible for project management, planning consultation, and zoning and environmental permitting approvals. Conduct development feasibility and site analyses for zoning and comprehensive plan compliance. Develop neighborhood, subdivision, and site development plans for public and private sector clients. Serve as expert witness in matters pertaining to Land Development Code and Comprehensive Plan implementation. Prepare planning analyses for eminent domain right-of-way takings. Assist small communities secure grant funds for planning and infrastructure projects.

Vertical Solutions, LLC/Big Bend Towers; Tallahassee, Florida, July 2000 to October 2001: Land Planner - Responsible for project management and zoning and permitting approvals for telecommunications towers. Managed local government review and approval process for wireless services providers, and prepared application packages for local zoning and site and development plan reviews. Presented applications at public hearings and conducted neighborhood meetings for proposed tower sites when necessary.

YEARS OF EXPERIENCE

30+

YEARS WITH THE FIRM

8

EDUCATION

Graduate Studies in Urban and Regional Planning University of Miami, Coral Gables, FL, 1990

BS, Economic with an emphasis in Economics of Industry, Florida State University, Tallahassee, Florida, 1987

Certificate of Planning Studies, Florida State University, Tallahassee, Florida, 1987

CERTIFICATIONS

American Institute of Certified Planners (AICP) #013237

LEED Accredited Professional - Building Design and Construction #10282703

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association (APA)

South Walton Community Council

Forward Pinellas Citizens Advisory Committee

Clearwater Complete Streets Advisory Committee



Leon County Department of Community Development; Tallahassee, Florida: Development Review Administrator (October 1997 to July 2000) - Responsible for the county's land use administrative functions. Supervised a staff of professional planners and served as lead staff person on matters pertaining to current planning. Evaluated and prepared amendments to land development regulations as needed.

Development Review Coordinator (June 1996 to October 1997) - Responsible for the county's technical review, processing and management of subdivision and site development plan applications. Developed a permitting manual on the county's development review process and managed review of the county's permitted use verification certificates.

St. Lucie County Department of Community Development; Fort Pierce, Florida, May 1990 to June 1996: Economic Development and Land Use Planner - Responsible for the completion of an economic base study and economic plan to promote economic development in St. Lucie County. Responsible for coordination of reviews and served as support staff for 13-member project steering committee. Developed budget and completed quarterly financial reports for grant funding. Reviewed site plans. Prepared and evaluated amendments to the Comprehensive Plan and Land Development Code.

PROJECT EXPERIENCE

Pasco County, FL: Preparing a housing supply and demand analysis for the central portion of the County.

Tarpon Springs, FL: Preparing a highest and best use planning analysis for a portion of the City's downtown.

Ag Pro, Chiefland, FL: Preparing a site development feasibility analysis for a potential manufactured home community in Chiefland, Florida.

Cypress Lakes PUD, Walton County, FL: Review of a planning analysis and providing expert testimony regarding a large mixed use planned development.

City of Bradenton Beach, FL: Providing on-going planning services including a comprehensive analysis and update of the City's zoning and Future Land Use maps.

City of Dunedin, FL: Preparing an analysis of and updating architectural review standards for the City's corridor study areas.

Sarasota County, FL: Preparing a highest and best use analysis for a site proposed for development as a fire station.

City of Belleview, FL: Preparing Evaluation and Appraisal (EAR) Report of the City's Comprehensive Plan and associated Comprehensive Plan amendments. Preparing analysis and update of the City's Land Development Regulations.

City of Oldsmar, FL: Preparing Evaluation and Appraisal (EAR) Report of the City's Comprehensive Plan and associated Land Development Code and Comprehensive Plan amendments.

Town of Redington Shores, FL: Preparing an update of the Town's Land Development Regulations.

Highlands County, FL: Providing on-going planning services including reviewing and preparation of staff reports for variances, rezoning, and Future Land Use Map amendments.

City of Tarpon Springs, FL: Providing on-going planning services including staff to City boards and reviewing and preparing recommendations on site plans and plan amendments.

City of Belleair Bluffs, FL: Providing on-going planning services, and preparing an amendment to the City's Land Development Code.

Town of Belleair, FL: Providing on-going planning services including responding to general zoning and development inquiries, coordinating with city staff on code interpretation questions, and recommending changes to the comprehensive plan and land development regulations as needed.

City of Madeira Beach, FL: Providing on-going planning services including reviewing and processing application submittals to the Planning and Zoning Department, responding to general zoning and development inquiries, coordinating with city staff on code interpretation questions, presenting applications to review boards, and recommending changes to the comprehensive plan and land development regulations as needed.

Code Review Project Scope of Services

Review, assess, and prepare recommendations for updating the City's Land Development Code (Subpart B of the Code of Ordinances). These updates will address consistency and compliance with other sections of the Code of Ordinances (including Chapters 10, 22, 38, and 54), Chapter 163 of Florida Statutes, the County-Wide Rules, and the Land Development Codes of Pinellas County and neighboring municipalities. Additionally, the Land Development Code updates will provide updated terminology, reorganize the document for ease of use, and revise language to be generally more user friendly.

Task 1. Conduct workshop with the Planning and Zoning Board and/or City Council to introduce the project and take input on specific concerns.

Task 2. Code assessment and preparation of written recommendations. Revise based on input from City Manager and City Attorney.

Deliverable: Contractor will prepare written recommendations for Land Development Code reorganization and update. These recommendations will be reviewed by the City Manager and revised by Contractor as needed.

Task 3. Based on code assessment, prepare Draft Strike-Through/Underline Code Revisions and related memorandum outlining the changes made and providing brief explanations for all significant changes.

Deliverable: Contractor will prepare revised Code revisions in a strike-through/underline format. These revisions will be provided in MS Word or another editable format acceptable by the City. Contractor will also provide an explanatory memorandum on firm letterhead explaining the more significant proposed changes.

Task 4. Conduct joint workshop Planning and Zoning Board and/or City Council to review and take input on proposed revisions.

Task 5. Adoption. Prepare meeting material and participate in one meeting with the Planning and Zoning Board and two meetings with the City Council. Prepare final strike-through/underline and clean version of the adopted Code.

Task 6. As a part of the approval, prepare an economic impact statement in accordance with the requirements of Florida Statutes.

Deliverable: Contractor will prepare revised Code revisions in a strike-through/underline format. These revisions will be provided in MS Word or another editable format acceptable by the City. Contractor will also prepare all necessary economic impact statements in accordance with the requirements of Florida Statutes.

The above takes into consideration that the City is in the process of updating its sign regulations (Chapter 86). Our review of this chapter would primarily be limited to reviewing for consistency

with and incorporating the proposed sign regulation revisions into the proposed updates to the rest of the Land Development Code.

The Parties understand that legal review of Contractor's work product on the project will be performed by the City Attorney. If the City desires additional legal review be performed by Contractor, associated fees will be billed separately

Payments to Contractor shall be as follows:

The Code Review project has been quoted on an hourly-cost basis **not to exceed \$23,140.00**. Additional meetings will be billed at **\$156.00/Hour**.

INVOICE AND PAYMENT TERMS:

All payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of City's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional planner who performed the work, and the billing hours required to perform the task.

The City Manager will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be processed using the procedures and timelines set forth in the Florida Prompt Payment Act.

Payment shall be remitted to:

Calvin, Giordano & Associates, Inc. Accounts Receivable
1800 Eller Drive, Suite 600 Ft. Lauderdale, FL 33316

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: November 2, 2023

SUBJECT: Approval of Marina Slip Waiting List Policy and Marina License and Use Agreement

Recommendation:

Approve Administrative Policy Number 12: Marina Slip Waiting List Policy and Marina License and Use Agreement as presented to be effective immediately.

History:

The first Marina Slip Waiting List Policy was issued on July 6, 2010. In the years before 2010, the demand for a marina slip was low by City Residents.

Background:

City Council has evaluated the Marina Slip Waiting List Policy and Marina License and Use Agreement over multiple work sessions. The City Manager and City Attorney collaborated to finalize the two documents.

Attachments:

1. Administrative Policy Number 12: Marina Slip Waiting List Policy.
2. Belleair Beach Marina License and Use Agreement.

**CITY OF BELLEAIR BEACH, FL
ADMINISTRATIVE POLICY
NUMBER 12**

DATE OF ISSUE: November 6, 2023

EFFECTIVE DATE: November 6, 2023

SUBJECT: Marina Slip Waiting List Policy

APPROVED: _____
Kyle Riefler, City Manager

I. PURPOSE/INTENT

The purpose of this Administrative Policy is to provide procedures for maintaining waiting lists for vacated Belleair Beach Marina slips. The City maintains marina slip waiting lists for eighteen boat slips ranging from widths of 9' 8" to 19', and maximum lengths from 32' to 50'.

II. DEFINITIONS

Nuclear Family: A family unit consisting of a pair of married or partnered adults and their biological, adopted, or minor children over which they have legal custody, living in the same residence.

Household: All the people who occupy a single housing unit, regardless of their relationship to one another.

Resident: A person who resides in a City of Belleair Beach housing unit for the majority of each calendar year.

Owner: A person who owns a City of Belleair Beach housing unit in the City of Belleair Beach.

Compliant Boat: A boat that meets the length requirements of the slip's size class and has one foot of beam clearance on each side of the slip. For example, if the width of the slip is 13 FT, the beam measurement must be 11 FT or less.

III. POLICY/PROCEDURES

Waiting List Procedures

A. The City's eighteen boat slips are grouped into three size classes, based on the size of the boats each class can accommodate. Individual slip information is found on **Exhibit 1**. The three classes are divided as follows:

1. **Class A:** Boat lengths up to 28 FT;
2. **Class B:** Boat lengths between 24 FT, and up to 33.9 FT; and
3. **Class C:** Boat lengths between 34 FT, and up to 50 FT.

The City shall maintain three separate waiting lists, one for each Class. Each Applicant must choose only one of the waiting lists. No other person in the Applicant's nuclear family or household can be on any of the waiting lists.

- B. To be placed on one of the waiting lists, those interested in renting a slip at the City Marina shall fill out the online Marina Waiting List Form. A City staff member designated by the City Manager will contact the Applicant to collect the required deposit and qualification documents. The Applicant shall pay a deposit equaling the one-month rental fee for the maximum length boat allowed in the slip's size class. If an Applicant is selected off a waiting list and turns down the slip, the deposit **will not** be returned, and they will be removed from the list. An Applicant who voluntarily takes their name off a waiting list before becoming first place on that list, will be refunded their deposit less a 10% administrative fee. Applicants who sign an agreement will have their waiting list deposit transferred to their required security deposit.
- C. By January 31st each year, Applicants must confirm via email their continued interest to be on their selected waiting list and provide any updated information about their residency and contact information. The City Manager may make exceptions in his/her sole discretion, when extenuating circumstances exist.
- D. In order to be placed on the waiting list, the Applicant acknowledges that they will obtain a compliant boat within 180 days of accepting the slip. Failure to do so will result in removal from the list and **forfeiture of deposit**.

Selection of Applicant

- A. At no time will any nuclear family or household, regardless of how many homes the family may own in Belleair Beach, have more than one boat registered at the marina. If this situation exists after this policy takes effect, the two family or household members will have six months to terminate one of the agreements and remove all property from the associated slip, including an existing boat lift.
- B. Each class waiting list will be prioritized by the qualified categories below, followed by longest time on the waiting list. The Applicant must remain qualified for their respective category to maintain their designated position on a waiting list. If a person's category status changes, they will be reprioritized as a new entry on the waiting list.
1. **Resident Owners:** Listed as an owner on Property Appraiser website for identified City of Belleair Beach housing unit and possess a valid Florida Driver License with the same address.
 2. **Resident Non-Owners:** Possess an active multi-year lease for a City of Belleair Beach housing unit.
 3. **Non-Resident Owners:** Listed as an owner on Property Appraiser website for identified City of Belleair Beach parcel, but whose valid driver license does not reflect the same address in the City of Belleair Beach.
 4. **Non-Resident Non-Owners:** No qualifications required.
- C. As slip vacancy occurs, the slip will be offered to the first person on the corresponding class waiting list. Once notified via listed phone number (answered or voicemail message) and email, they will have 72 hours to confirm acceptance. If the person declines or fails to accept, their name will be removed from the waiting list and the City will keep the deposit. The vacant slip will then be offered to the next person on the waiting list.
- D. Once the Applicant accepts a slip, the rent will begin for the slip. The potential licensee shall pay a monthly rental fee (first month prorated) for the maximum length boat allowed in the slip size class. The fee will be adjusted when the compliant boat is obtained, and an agreement is signed.

**BELLEAIR BEACH MARINA
LICENSE AND USE AGREEMENT**

DATE: _____ SLIP NUMBER: _____

THIS LICENSE AND USE AGREEMENT (“License”) is made between the City of Belleair Beach, Florida (the “City”) as Licensor and _____, a resident of _____ (the “Licensee”), as Licensee and Owner of the subject boat.

NAME OF LICENSEE/OWNER _____

HOME PHONE: _____ CELL PHONE: _____ WORK PHONE: _____

EMAIL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

BOAT NAME: _____

YEAR AND MAKE: _____

LENGTH: _____ BEAM: _____ DRAFT _____

INBOARD: _____ OUTBOARD: _____ BOTH: _____

FL REGISTRATION/DO NO: _____ INSURANCE CARRIER: _____
AMOUNT OF INSURANCE: _____

Boat length means the overall length and includes any bow or stern pulpits, boomkins, bowsprits, dinghies, davits, or outboard motors and also includes any attachment that affects the overall length of the boat itself. The maximum overall boat length permitted in slip number _____ is _____ feet.

Email address to which notice of increases in license fees hereunder, notice of termination of or amendments to this License, notice of non-judicial sale of the boat described above (the “Boat”), or notice of any type of legal action instituted with respect to this License or the Boat should be sent to (if different from the above listed email address):

EMAIL ADDRESS: _____

The above named parties hereby enter into this License, which incorporates and includes the Belleair Beach Marina Rules and Regulations as a part hereof, on the following terms and conditions:

1. **Boat Slip:** The City hereby grants to the Licensee use of the following boat slip (the “Slip”) in the Belleair Beach Marina (the “Marina”) for the sole purpose of docking the

Boat for the duration of this License: **Slip number** _____. Licensee shall not cause or permit the Slip to be used for any purpose other than docking the Boat, and will follow and be responsible for instructing all family members, guests, invitees, and agents to follow all current provisions of the City Code applicable to the Marina and the rules and regulations of the Marina as amended by the City from time to time. Living aboard any Boat by any Licensee or third party, on a temporary or permanent basis is strictly prohibited and shall constitute a breach of this License subject to immediate termination.

Licensee, his family, guests, invitees, and agents shall use the Slip and other Marina facilities only in a reasonable and customary manner with no unnecessary wear and tear. No rubbish, gear, tackle, or obstructions shall be placed in or around the Slip or any other part of the Marina and no trash, garbage, oil, gasoline, untreated effluent, or other pollutants shall be discharged into the waters of the Marina.

Licensee hereby acknowledges that by licensing any boat slip that has a boat lift left by a previous licensee, Licensee assumes the responsibility to repair, maintain, or remove the lift in a reasonable and prudent manner. The City shall not be liable for any repair, maintenance, warranty of any kind, expressed or implied, merchantability for any purpose, claim of ownership or civil liability for any reason relating to the existing lift. Licensee warrants that it will have any such boat lift inspected by a licensed marine engineer to certify the condition of the lift and its use with the Licensee's boat.

2. **Termination of License/Removal of Boat:** This License may be terminated by either party, with or without cause, upon at least fifteen (15) days advance written notice specifying the effective date of termination, transmitted by certified mail return-receipt requested, by the terminating party to the other. If to the Licensee such notice shall be addressed as provided above for the giving of notices and if to the City such notice shall be addressed to the City Manager, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, Florida 33786.

Notwithstanding the foregoing, if Licensee breaches any of the terms of this Agreement or if conditions exist that in the sole judgment of the City constitute an emergency, the City may cancel the License immediately without advance written notice but written notice of such cancellation shall be given by the City as soon as practicable after such cancellation date.

If, at any time of termination, whether by the City or by Licensee, any fees, rents, fines, or other charges of any kind whatsoever are due and owing from Licensee to the City, the obligation to pay such fees, rentals, fines or other charges shall survive the termination of this License and Licensee shall remain obligated to pay such amounts, together with interest, if any thereon, as provided by law.

If this License is terminated on a date other than the last day of a month, the rental due hereunder for such month shall be prorated based upon the number of days of Slip occupancy in such month and the total number of days in such month and the refund, if any, of rental paid for such month of termination shall be promptly made by the City unless other amounts are due and owing by Licensee to the City, in which case the refund otherwise payable shall be applied against such other amounts.

The Licensee shall remove the Boat and any accessories, including any Licensee-installed boat lift from the Slip on or before the effective date of termination. Licensee assumes any and all liability for damage to the marina, piles, piers caused by the removal of any Licensee-installed boat lift or accessories. The boat lift shall be deemed to be abandoned by Licensee, if Licensee fails to remove the lift within ten (10) days after the termination of this License. Nothing herein, however, shall constitute a waiver of any lien or claim the City may have against the Licensee for unpaid rent and the cost of removal or repair of a boat lift or as otherwise provided in this License. In such event, any Licensee-installed boat lift shall become the property of the City, at the City's option.

3. Slip Deposit and Fees:

- (a) A non-interest bearing deposit in an amount equal to one month's slip use fee shall be paid for each slip at the time of signing of this License. If a waiting list fee has been paid by Licensee, it shall be credited against the foregoing deposit. Said deposit shall be refunded to the Licensee within fifteen (15) days after termination of the License if all amounts due from Licensee to the City are paid in full and otherwise may be applied by City against any such amounts then due and owing.
- (b) Licensee shall pay to the City for the use of said slip a monthly use fee, comprised of a slip occupancy charge and a utility charge plus Florida State Sales Tax in the amount of \$ _____, in advance on or before the first day of each month.* If the first day of any month is not a business day then such payment shall be due on the last business day of the month preceding such first day.
***There is a fee charged for payment using a credit card.**
- (c) The monthly use fee may be changed by the City, in its sole discretion, from time to time. However, prior to the effective date of any such changes the City shall provide Licensee with fifteen days advance written notice addressed as provided above and mailed by certified mail, return-receipt requested. The use fee as stated in such notice shall become a part of this License, without execution by either party of an amendment hereto, if Licensee does not terminate the License as provided in paragraph 2 above.
- (d) Returned Checks: Licensee shall pay to the City a charge of thirty-six dollars (\$36.00) for each check that is returned to the City unpaid, plus any late charges if applicable.
- (e) Late Payment Charge: Licensee shall pay to the City a late fee charge of one hundred dollars (\$100.00) each month if the amount due on the first day of such month is not paid by the tenth day of such month. If the monthly use fee is not paid for thirty (30) days, interest at the rate of 1 ½% per month shall be assessed. Payment made by United States mail shall be deemed to have been paid on the postmark date and payment by any other method shall be deemed to have been made when such payment is received by the City at City Hall.
- (f) The City shall have a lien against the Boat, the motor, and any accessories, equipment, or other property of any kind whatsoever located on or in the Boat, for any

fees, or other charges accrued and unpaid under this License, which lien may be enforced by the City as provided by Florida law, the laws of the United States of America, the City Code and this License. The Licensee acknowledges and agrees that the City has full legal right to all maritime liens, personal property liens, and statutory liens granted to it by the laws of Florida, the United States, or the City Code upon the Boat, the motor, or any accessories, equipment, or other property of any kind whatsoever located on or in the Boat, as security of the payment when due of all amounts owed by Licensee to City, including but not limited to the use provided herein, as the same may be changed from time to time by the City as provided herein. Any such lien shall survive the termination of this License.

4. **Transfer of Ownership of Boat/Assignment:** This License is not transferable or assignable to a new owner upon the sale or other transfer of ownership of the Boat, or for any other reason. This License may not be assigned or transferred to any person for any reason on a temporary or permanent basis.
5. **Enforcement:** The City may take such action as may be necessary to prevent the removal of the Boat from the Marina so long as any use fees hereunder or any other amount remains payable by Licensee to the City. Expenses, if any, incurred by the City to prevent such removal shall be paid by Licensee to the City upon demand by the City.
 - (a) If the City terminates this License or the Licensee fails to pay all amounts due to the City and fails to remove the Boat from the Marina on the date established by the City, the City may remove the Boat to a marine storage site and charge the Licensee for storage costs and any costs and expenses incurred by the City in removing the Boat and any other property of Licensee from the Slip, including but not limited to towing charges.
 - (b) Licensee shall pay all costs and expenses incurred by the City in connection with the enforcement of this License, including reasonable attorney's fees through any court appeals.
 - (c) Subparagraphs 3(d) and (e) of this License are optional provisions exercisable by the City. Failure to exercise such provisions with respect to any month shall not constitute a waiver of the City's right to enforce such provisions in future months. The exercise of the City's rights under subparagraphs 3(d) and (e) shall not be construed as a waiver by City of its right to receive timely payments in the future.
6. **Notices:** The address as provided herein for each party shall be deemed correct for all purposes unless a change of address is provided by one party to the other in writing by certified mail, return-receipt requested.
7. **Emergencies:** Licensee hereby authorizes the City to move the Boat without liability to the City as may be required in the discretion of the City in an emergency situation, or to avoid loss or damage to City property or to the boats located in other slips.
8. **Limitation of City's Liability:** This License is for the rental of slip space only. Such

space is to be used at the sole risk of the Owner/Licensee. The City shall not be liable for the care or the protection of the Boat, including its equipment and contents, or for any loss or damage of whatever kind or matter to the Boat and its equipment and contents. Owner/Licensee has inspected the Marina and the Slip and accepts the condition of the Marina and the Slip as being adequate and safe for the dockage of the Boat. Owner/Licensee is solely responsible for damage to buildings, fences, dock structures, sea walls and pilings caused by the Boat, or by Owner/Licensee, his family, guests, other invitees or agents thereof.

Owner/Licensee shall be responsible for securing the Boat to the dock in a manner that will protect the Boat and other boats in the Marina. The City shall have no responsibility or liability for damage occasioned by improperly secured boats except as to boats actually secured by the City. By accepting the privilege of occupancy of the Slip, the Owner/Licensee hereby waives any claim against the City because of damage to the Boat or its contents arising from the actions of the City or other users of the Marina. If any questions arise as to the manner of securing the Boat or any other factors affecting the safety of the dock or the Marina facilities, the City may specify in what manner the Boat is to be secured and what lines are to be used and the Owner/Licensee shall immediately comply with any such request or rules as the City shall make regarding such matters. Owner/Licensee, on behalf of his/herself and his/her insurers hereby waives any right of subrogation, in law or equity, against the City, its officials, employees, contractors, insurers and agents.

9. **Indemnity to City:** In consideration of \$10.00, the receipt of which is hereby acknowledged, the, Owner/Licensee, for him/herself and his/her heirs and assigns, hereby releases and agrees to indemnify and hold the City harmless from and for any and all liability it may incur for personal injury, loss of life, and damage to property arising out of or in connection with the possession or use of the Boat or the use of the Slip and the Marina, and any negligent or intentional acts of the Licensee, and their family, guest, invitees, and agents relating to or in connection with such possession or use.. This License to indemnify and hold the City harmless shall include all claims, actions, proceedings, damages, rights of subrogation by any third party and liabilities, including reasonable attorney's fees incurred by the City, arising out of or connected in any way with this License including but not limited to the enforcement thereof and the occupancy of the Slip by the Boat.
10. **Emergency Movement of Boat and Insurance:** In the event of an emergency, employees or agents of the City may, but shall not be required to, enter upon the Boat in order to move the Boat from its moorings. The City shall have the right to require the temporary removal of the Boat from its dock in order to maintain the docks or to protect that Boat or any other boats at any time or to provide for repair or dredging operations within the Marina. In the case of emergency or other necessary movement of the Boat, the City shall be authorized to move the Boat, if possible and practical, to a safer area to protect the Boat, Marina property, or the general welfare of Marina users, if the Boat is unattended and the Licensee cannot be reached in a timely manner. Any costs incurred shall be reimbursed to the City by the Licensee. Nothing herein is intended to create a duty or obligation of the City to move the Boat in the event of emergency or to provide any other services to the Boat or otherwise on behalf of the Licensee. The Licensee shall, at all times and under all circumstances be solely responsible for any liability connected with the

Boat or its contents causing damage to City property or to the property of others.

Licensee agrees that he/she shall, at all times during the period that this License remains in force, carry and maintain general liability and property damage insurance on the Boat, accessories and contents in amounts acceptable to the City. Licensee shall provide the City with a Certificate of Insurance showing the City as an additional insured under said policy of insurance. Further, Licensee agrees that he/she shall continue to maintain said policy of insurance and limits of liability so long as this License shall remain in full force and effect.

11. **Certified Mail:** Provisions in this License providing for notice by certified mail, return-receipt requested shall be satisfied if the notice is returned without the signature receipt and said notice is posted on the Boat.

12. **Miscellaneous:**

(a) The Licensee acknowledges that this Agreement shall be deemed to be a use agreement in the nature of a revocable license for the use by Licensee of a slip at the Belleair Beach Marina and shall not be deemed to be a lease or conveyance of any real property rights; nor shall this Agreement constitute an agreement for the use of real property that would subject the parties to the provisions of Chapter 83, Florida Statutes or any similar statute regarding landlord-tenant relationship between the parties.

(b) The Licensee, his/her agents, guests, or invitees, shall not cause any environmental contaminants, sewage or other discharges into the waters of the marina that are strictly prohibited by local, state or federal authorities. Any violation of the provisions of the subsection shall result in the immediate termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License effective as of the _____ day of _____, 20_____.

WITNESS:

LICENSEE(S)

ATTEST:

CITY OF BELLEAIR BEACH, FLORIDA

BY _____
City Manager

City of Belleair Beach

NOVEMBER 6, 2023 – 6:00 PM



DATE: November 1, 2023
TO: Mayor and City Council
FROM: Patricia A. Gentry, City Clerk
SUBJECT: Appointments to the Park and Recreation Board

RECOMMENDATION:

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

Background

Ms. Susan Conti, 117 15th Street, was appointed to the Park and Recreation Board as a Member on July 10, 2023, to fulfill a vacancy for a term expiring September 2023.

Ms. Deborah DiCosimo, 105 Harbor Drive, is currently an Alternate Board Member with a term expiring September 2023.

Discussion

Due to a change in Ms. Conti's availability, she would like to be an Alternate Member, and Ms. DiCosimo would like to be appointed from an Alternate Member to a Member.

Recommendation

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

MEMORANDUM

TO: Mayor and City Council

FROM: Heather Guadagnoli, Finance Consultant HG

DATE: November 1, 2023

SUBJECT: Fiscal Year 2023 Year-End Budget Adjustments

Recommendation:

Request City Council approval of year-end budget adjustments for 9/30/23.

History:

Annual budget adjustments must be approved no later than 60 days after the end of the fiscal year, therefore approval of these budget adjustments is due at the November Council meeting.

Background:

As the Finance department continues to work on the year-end close, we have identified the enclosed budget adjustments. Since all year-end accruals have not yet been entered into the accounting software, there is no September monthly financial report that would normally be submitted for the November meeting. The remaining activity that needs to be adjusted at 9/30/23 is not anticipated to negatively impact the financial statements and is not expected to result in any additional budget adjustments.

Enclosures:

Copies of individual budget adjustment requests: BJE 2023-12 through BJE2023-20

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To reallocate funds for capital purchases (buoys)

F R O M		T O	
Account Number	Account Description	Account Number	Account Description
1-541-630	PW Capital Improvements	1-572-630	Parks Capital Improvements
	8,000.00		13,000.00
	<u>Total</u> 8,000.00		<u>Total</u> 13,000.00
	8,000.00 original budget		75,500.00 original budget
	0.00 adjusted budget		88,500.00 adjusted budget
1-541-521	Parks Operating Supplies		
	5,000.00		
	<u>Total</u> 5,000.00		
	9,875.00 original budget		
	4,875.00 adjusted budget		

HG

Requested by: Heather Guadagnoli
 Approved by: Kyle Riefler
 Council Approval: _____

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To reduce transfer to other funds - did not occur before year end

F R O M		T O	
Account Number	Account Description	Account Number	Account Description
1-570:300	Transfer to Stormwater Fund	1-570:000	General Fund Reserves
	Amount		Amount
	1,288,028.00		1,467,653.00
	Total		Total
	1,288,028.00 original budget		1,467,653.00
	0.00 adjusted budget		2,020,123.00 original budget
			552,470.00 adjusted budget

1-570:200	Transfer to Capital Projects	179,625.00
	Total	179,625.00
	1,291,625.00 original budget	
	1,112,000.00 adjusted budget	

Requested by: Heather Guadagnoli **HG**

Approved by: Kyle Riefler

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To reallocate funds for culture & recreation (increased cost of Wedding Wire advertisements)

F R O M		T O	
Account Number	Account Description	Account Number	Account Description
1-517-460	Repairs & Maintenance	1-572-491	Advertising
	Amount		Amount
	2,000.00		2,000.00
	Total		Total
	2,000.00		2,000.00
	original budget		4,500.00
	0.00		original budget
	adjusted budget		6,500.00
			adjusted budget

Requested by: Heather Guadagnoli *HG*

Approved by: Kyle Riefler

Council Approval: _____

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To reduce transfer from General Fund - did not occur before year end

F R O M		
Account Number	Account Description	Amount
301-381.100	Transfer from General Fund	179,625.00
Total		<u>179,625.00</u>
		<u>1,291,625.00</u> original budget
		<u>1,112,000.00</u> adjusted budget

T O		
Account Number	Account Description	Amount
301-380.200	Capital Project Fund Reserves	179,625.00
Total		<u>179,625.00</u>
		- original budget
		<u>179,625.00</u> adjusted budget

Requested by: Heather Guadagnoli 

Approved by: Kyle Riefler

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To reduce Gulf Blvd. reimbursement to current year reimbursement requests

F R O M			T O		
Account Number	Account Description	Amount	Account Number	Account Description	Amount
301-337-900	County Reimbursements	515,989.00	301-570.650	Gulf Blvd. Beautification	515,989.00
Total		515,989.00	Total		515,989.00
		2,191,000.00 original budget			2,974,200.00 original budget
		1,675,011.00 adjusted budget			2,458,211.00 adjusted budget

Requested by: Heather Guadagnoli 

Approved by: Kyle Riefler

Council Approval: _____

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To adjust debt service payments for prepayments

F R O M		T O	
Account Number	Account Description	Account Number	Account Description
	Amount		Amount
301-380.200	Capital Project Fund Reserves	301-570.810	Series 2018A
	10,700.00		7,000.00
	Total		Total
	10,700.00		7,000.00
	179,625.00 original budget		33,242.00 original budget
	190,325.00 adjusted budget		40,242.00 adjusted budget
		301-570.910	Series 2018C
			3,700.00
			Total
			3,700.00
			18,462.00 original budget
			22,162.00 adjusted budget

Requested by: Heather Guadagnoli 

Approved by: Kyle Riefler

Council Approval: _____

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To reduce transfer from General Fund - did not occur before year end

F R O M		T O	
Account Number	Account Description	Account Number	Account Description
			Amount
401-381.1000	Transfer from General Fund	401-380.200	Stormwater Reserves
			1,292,443.00
			1,288,028.00
			0.00
			1,288,028.00
			1,292,443.00
			-
			1,292,443.00
			original budget
			adjusted budget

Requested by: Heather Guadagnoli **HG**

Approved by: Kyle Riefler

Council Approval: _____

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To reduce Stormwater Assessment revenue

F R O M		
Account Number	Account Description	Amount
401-329.200	Stormwater Assessments	35,000.00
Total		35,000.00
		<u>175,000.00</u> original budget
		<u>140,000.00</u> adjusted budget

T O		
Account Number	Account Description	Amount
401-380.2000	Stormwater Reserves	35,000.00
Total		35,000.00
		<u>1,292,443.00</u> original budget
		<u>1,327,443.00</u> adjusted budget

Requested by: Heather Guadagnoli *HG*

Approved by: Kyle Riefler

Council Approval: _____

City of Belleair Beach
 Budget Adjustment Request 9/30/2023

Fiscal Year: 2022 - 2023

Purpose: To reduce Marina Fund parking fees

F R O M			T O		
Account Number	Account Description	Amount	Account Number	Account Description	Amount
400-380.200	Marina Fund Reserves	10,500.00	400-347-2500	Parking Fees	10,500.00
Total		10,500.00	Total		10,500.00
		-			20,000.00 original budget
		10,500.00			9,500.00 adjusted budget

Requested by: Heather Guadagnoli 

Approved by: Kyle Riefler

Council Approval: _____