City Council Meeting
City of Belleair Beach, Florida

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

PUBLIC MEETING NOTICE
AGENDA

Call to Order
Prayer of Invocation by Councilmember Frank Bankard
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 (will be available at meeting)

4. Presentation: Pinellas Suncoast Fire & Rescue District.

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

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

7. City Attorney Report.

8. City Manager Report.

9. City Clerk Report.

Consent Agenda

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

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

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)

Regular Agenda

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)

14. 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)

15. 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)

16. 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

17. 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

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

19. Unfinished Business.

20. 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

<u>Upcoming Meetings and Events</u>
as of August 31, 2023

Board of Adjustment Hearings
Thursday, September 14, 2023
6:00pm

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

Park and Recreation Board Meeting
Thursday, September 21, 2023
2:30pm

PINELLAS COUNTY SHERIFF'S OFFICE
BOB GUALTIERI, SHERIFF

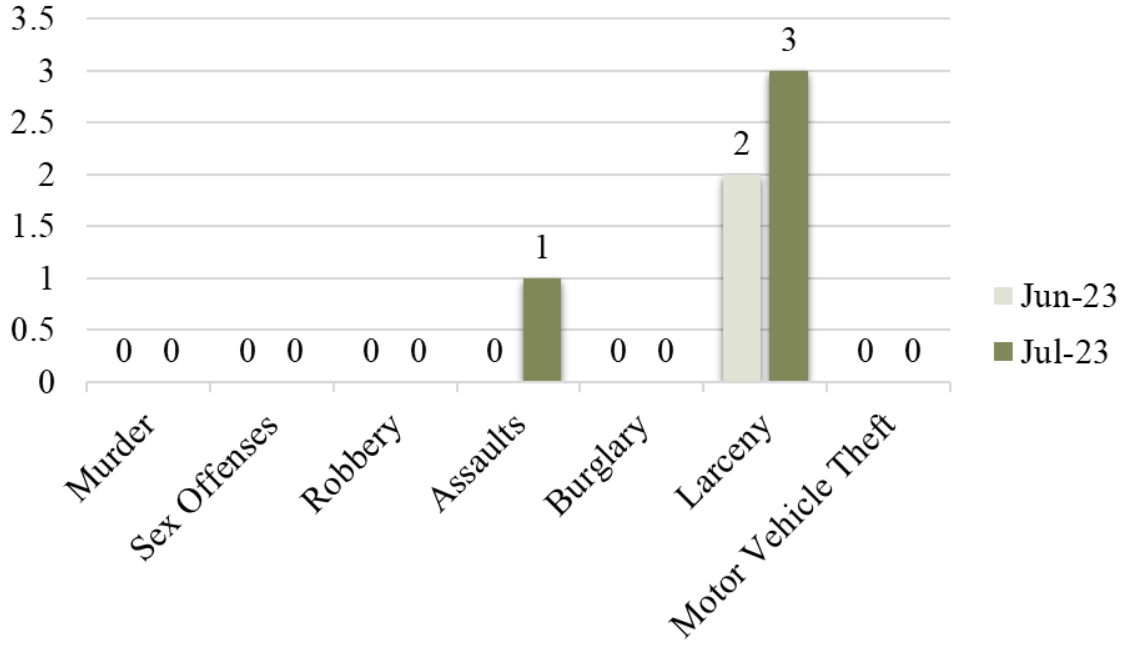
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

July 2023

Select UCR Property & Person Crimes	June 2023	July 2023	July 2022 YTD	July 2023 YTD
Murder	0	0	0	0
Sex Offenses	0	0	1	0
Robbery	0	0	0	0
Assaults	0	1	9	7
Burglary	0	0	3	0
Larceny	2	3	9	7
Motor Vehicle Theft	0	0	0	0
GRAND TOTAL	**2**	**4**	**22**	**14**



Prepared by: Casey Taylor
Data Source: ACISS: UCR Offenses with Occurred Address, Arrested Subjects
CAD: Crime Analysis Views, Crime Analysis Incident History (Dispo- 7) Vehicle Abandoned/Illegally Parked

July 2023

There was a total of ***4*** people arrested in the City of Belleair Beach during the month of July resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
Misdemeanor	**1**
Battery-Domestic Related	1
Warrant	**1**
Warrant Arrest	1
Traffic Felony	**2**
Driver's License Suspended/Revoked	1
Felony Habitual Traffic Offender	1
Traffic Misdemeanor	**1**
Driver's License Suspended/Revoked	1
Grand Total	**5**

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

Deputy Activity

There was a total of ***860*** events in the City of Belleair Beach during the month of July resulting in ***972*** 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 July. **CAD data is filtered by problem type.*

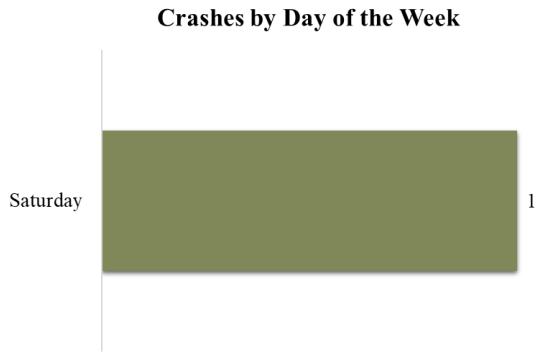
July 2023

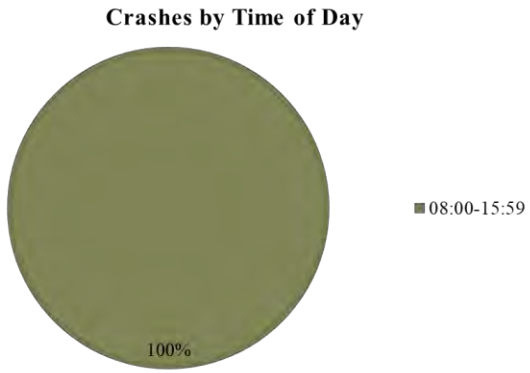
DEPUTY ACTIVITY	TOTAL
House Check	208
Directed Patrol	197
Traffic Stop	156
Vehicle Abandoned/Illegally Parked	102
Contact	44
Ordinance Violation	35
Assist Citizen	13
Traffic Control	12
Area Check	12
Information/Other	12
Suspicious Person	8
911 Hangup Or Open Line	8
Transport Prisoner	6
Suspicious Vehicle	5
Assist Motorist	4
Assist Other Agency	3
Traffic/DWLSR	3
Boating Vessel Stop	3
Theft-Not In Progress	3
Drug Call-Not In Progress	3
Trespass	2
Alarm	2
Traffic Violation	2
Person Down	2
Lost/Found/Abandoned Property	1

Crash & Citation Analysis

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

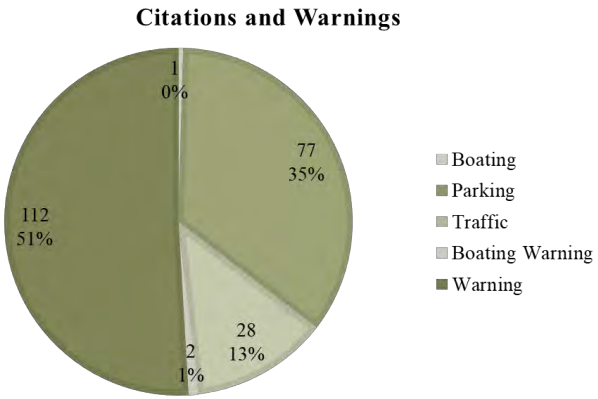
CRASH LOCATION	TOTAL
Gulf Blvd/Causeway Blvd	1





There were a total of ***220*** citations and warnings issued in the City of Belleair Beach during July 2023.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
Gulf Blvd & 12th St	4
Gulf Blvd & 17th St	3
Gulf Blvd & 21st St	3
Gulf Blvd & 9th St	2
Gulf Blvd & 6th St	2
Gulf Blvd & 2nd St	2
Gulf Blvd & 14th St	2
Gulf Blvd & 19th St	2
Gulf Blvd & 16th St	2
Gulf Blvd & 5th St	1



GOLD

Certificate of EXCELLENCE

Certificate Program for
Elected Municipal Officials

Gold Certificate of Excellence

Dave Gattis

Mayor
Belleair Beach

FLC UNIVERSITY

August 9, 2023

Mayor Dave Gattis
444 Causeway Blvd
Belleair Beach Fl, 33786-3326

Dear Mayor Gattis:

Congratulations on achieving a GOLD FLC University Certificate for Elected Municipal Officials this year! We know the hard work and dedication required to achieve this certificate, and the League greatly appreciates your participation in the inaugural year of the program. We have had a strong response since the program launched and look forward to even more officials participating in the coming years.

Your points were tabulated from August 2022 to August 2023. The flyer enclosed with your packet has information about each tier, how to accumulate points, and when FLC University will give you a mid-year status update. We hope you are already planning next year's activities to move up or maintain your status!

If you have any questions regarding the Certificate Program for Elected Municipal Officials, please contact FLC University's Christen Barton at 407.367.3443 or cbarton@flcities.com

Again, congratulations and thank you for supporting FLC University's educational programs!

Sincerely,

Jolien Caraballo
President
Florida League of Cities, Inc.
Vice Mayor, City of Port St. Lucie

301 S. Bronough St., Suite 300 ● Post Office Box 1757 ● Tallahassee, FL 32302-1757
850.222.9684 ● Fax: 850.222.3806 ● Website: flcities.com

City of Belleair Beach Mayor Dave Gattis Receives Gold Certificate of Excellence from Florida League of Cities University

Mayor Dave Gattis earns recognition from Certificate Program for Elected Municipal Officials

City of Belleair Beach, FL – The City of Belleair Beach today announced that Mayor Dave Gattis recently received the Gold Certificate of Excellence from the Certificate Program for Elected Municipal Officials hosted by the **Florida League of Cities** (FLC) **University**. FLC University is the League's one-stop shop for municipal training needs.

The new certificate achievement program rewards municipal officials for their commitment and dedication to training and continuing education. FLC University launched the certificate program to recognize elected officials who participate in the League's many training opportunities. The program offers three certificate levels:

- Level One: Bronze Certificate of Merit
- Level Two: Silver Certificate of Leadership
- Level Three: Gold Certificate of Excellence.

"FLC University offers a variety of in-person and virtual educational opportunities to help municipal officials learn about the latest issues, trends and best practices," said Jolien Caraballo, 2022-2023 **FLC President** and **Vice Mayor** for the **City of Port St. Lucie**. "This achievement is a testament to Florida's municipal elected officials' commitment to the cities and residents they serve. On behalf of the Florida League of Cities, I applaud these hardworking elected officials for taking the time out of their busy days to participate in these valuable programs."

Mayor Gattis completed the certificate program in its inaugural year, which ran for one year from August 2022 to July 2023. Officials earned points for participating in training events offered by FLC University, including monthly webinars, online orientation, the Institute for Elected Municipal Officials (IEMO I and II), the State-Mandated Continuing Education in Ethics, and the League's Annual Conference and legislative events.

Certificate recipients at all levels will be featured by the League's award-winning magazine, Quality Cities (QC), and at the FLC Annual Conference.

For more information on the Certificate Program for Elected Municipal Officials, visit flcities.com/certificate.

Founded in 1922, the Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to promote local self-government and serve the needs of Florida's cities, which are formed and governed by their citizens. The League believes in "Local Voices Making Local Choices," which focuses on the impact citizens and city leaders have in improving Florida's communities. For more information, visit flcities.com.

City Manager Report
September 2023

Project	Key Dates	Unforeseen Issues	Assistance Required	Status
FY2023-24 Budget	September 6th – First Public Hearing on the Proposed Millage Rate and Budget. September 18th – Final Public Hearing on the Proposed Millage Rate and Budget.	None	None	RFP 2023-01 for collection services is being evaluated for a recommendation to Council on September 18th.
Gulf Blvd Undergrounding	September – Utility Consultants of Florida finishing Phase 1.	None	None	UCF was slightly delayed due to storm. Manager is checking on Duke's timeline.
Stormwater Improvement Projects	September 18th – Gemini Engineering and Sciences follow up presentation to Council at a work session following the budget hearing.	None	None	Manager is having all clean pipes videoed. Council to decide on jet cleaning and videoing pipes with barnacle buildup.
Personnel Policy Manual	September 6th – Second reading of Ordinance 23-04 with Resolution 2023-07.	None	None	Manager updated PPM with Councilmember Notaro's edits.

City Council Meeting
City of Belleair Beach, Florida

Monday, August 7, 2023
Community Center, 6:00 PM

PUBLIC MEETING MINUTES

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

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

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

1. Approval of Agenda.

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

   <u>Motion passed 5-0.</u>

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

   Citizens Comments included, in part:
   - Purchase of a boat for Public Works
   - The cost of a beach rake

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.
  - Parking citations are up
  - Unpermitted contract work is down

4. Presentation: Pinellas Suncoast Fire & Rescue District.

The PSFRD Representative reviewed the monthly report.

5. City Attorney Report.

City Attorney Mora reviewed legislative changes, in part:
- Senate Bill 170 – economic impact statements for ordinances
- Challenging an ordinance
- Senate Bill 250 - prohibits adopting more restrictive or burdensome amendments to a comprehensive plan or land development regulations within certain parameters
- He will be making presentations at the FLC Annual Conference

6. City Manager Report.

City Manager Riefler reviewed his monthly report in the Agenda Packet and added, in part:
- The three bidders for the waste collection services attended the mandatory preliminary meeting
- The preliminary numbers on the traffic study are in

City Manager Riefler advised that at this time they are only collecting data on the 12th/13th Street island. Mayor Gattis stated that there are no plans to remove the island.

7. City Clerk Report.

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

Consent Agenda

8. Approval of July 10, 2023, City Council Meeting Minutes.

9. Approval of July 17, 2023, Budget Workshop Minutes.

10. Approval of July 17, 2023, Special City Council Meeting Minutes.

11. Approval of July 24, 2023, City Council Work Session Minutes.

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

<u>Motion passed 5-0.</u>

Regular Agenda

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. (First Reading) (City Manager Riefler)

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

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

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

    Motion passed 5-0.

13. Authorize the City Manager to Execute an Extension to the Memorandum of Understanding for Accounting Services. (City Manager Riefler)
    - Extending the Agreement for FY 23/24 with a 3% increase

    MOTION was made by Councilmember Notaro and seconded by Councilmember Roberts to Authorize the City Manager to Execute an Extension to the Memorandum of Understanding for Accounting Services.

    Motion passed 5-0.

14. Authorize the City Manager to Execute a Service Agreement with Victor Burianek. (City Manager Riefler)
    - Authorize a service agreement for live video recordings of regular council meetings

    MOTION was made by Councilmember Roberts and seconded by Councilmember Bankard to Authorize the City Manager to Execute a Service Agreement with Victor Burianek.

    Motion passed 5-0.

15. Unfinished Business.

None.

16. City Council Comments.

Councilmember Livingstone expressed her appreciation for everyone's feedback and comments. She stated that Council's job is to take the expertise of City Manager Riefler and City Attorney Mora along with Citizen input to make decisions. If there are times when data is out in the community that is not accurate - that is why we come together to talk about it and get feedback to help make decisions that are right for the City. She thanked everyone again.

Councilmember Notaro had no further comments.

Councilmember Roberts had no further comments.

Councilmember Bankard spoke regarding flood insurance. He is not in support of purchasing a boat - he did research and believes leasing a boat should be considered.

Mayor Gattis stated that the July 26th BIG C meeting topic had been beach nourishment. Pinellas County Administrator Barry Burton and Public Works Director Kelli Hammer Levy had discussed the dilemma created by the Army Corps of Engineers (USACE) by requiring 100% of all beach municipality easements in order to get beach nourishment – Belleair Beach has given all of their easements. They responded to multiple demands that had been made by him and other Mayors to immediately self-fund the nourishment project with the $36 million in Tourist Development Council (TDC) money that has been reserved for that very purpose - money paid by taxpayers in bed taxes. He advised that last week the Board of County Commissioners (BCC) voted to place him on the TDC. His primary function will be to keep reminding the TDC of the importance of maintaining our shoreline while urging the County to increase the bed tax, do the right thing, and let's go it alone and quit waiting on the US Army Corps of Engineers to change their mind. He had a web conference with Representative Luna's chief of staff along with a resident of Belleair Beach. Representative Luna's office had told them beach nourishment is her top priority, and they believe they have another plan to permanently resolve the problem of the USACE requirements but will not be able to implement it until sometime next year.

Mayor Gattis also stated: I'd like to thank everyone who took the time to contact me directly concerning the possible purchase of a City-owned boat. Even more so I'd like to thank all those who cared enough about our City to look beyond a social media post and an anonymous email from a fictious organization for the whole truth. And as always, I'd like to thank

everyone who came out tonight and to those who also watched this meeting remotely.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Roberts to adjourn at 7:14pm.

Motion passed 5-0.

_____ APPROVED: _____
Date Approved Dave Gattis, Mayor

ATTEST: _____
Patricia A. Gentry, City Clerk

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.

WHEREAS, the City Council of the City of Belleair Beach adopted a Comprehensive Plan in 1989, which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City Council of the City of Belleair Beach has amended the Comprehensive Plan from time to time, including amendments based on the Evaluation and Appraisal Report in 2016; and

WHEREAS, the City Council of the City of Belleair Beach has again evaluated its Comprehensive Plan and determined that amendments are necessary pursuant to Section 163.3191, Florida Statutes, and desires to adopt a revised comprehensive plan; and

WHEREAS, the amendments to Comprehensive Plan are in the best interests of the citizens of the City of Belleair Beach.

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

Section 1. This Ordinance shall be known as, cited as, and referred to as the "City of Belleair Beach 2023 Comprehensive Plan," and shall be effective within the jurisdiction of Belleair Beach, Florida.

Section 2. The City of Belleair Beach 2016 Comprehensive Plan is repealed and the "City of Belleair Beach 2023 Comprehensive Plan" is adopted as set forth in the attachment, Exhibit A:

a. The Goals, Objectives, and Policies and Maps 1 through 4 comprise the adopted 2023 Comprehensive Plan.

b. The Data and Analysis and Maps 5 through 7 are supporting documentation, and are not adopted as part of the plan.

Section 3. Copy to be Kept on File. The ordinance shall be kept on file in the City of Belleair Beach, Florida.

Section 4. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

Section 5. Repeal of Ordinance in Conflict. All other ordinances of the City of Belleair Beach, Florida, or portions thereof, which conflict, with this or any part of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall become effective upon adoption by the City Council of the City of Belleair Beach, Florida.

PASSED and ADOPTED on first reading in regular session of the City Council of the City of Belleair Beach, Florida, at which a quorum was present, this _____ day of _____. 2023.

ATTEST:

_____	_____
Patricia A. Gentry, City Clerk	Dave Gattis, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Randy D. Mora, City Attorney

PASSED and ADOPTED on second reading in regular session of the City Council of the City of Belleair Beach, Florida, at which a quorum was present, this _____ day of _____ 2023.

ATTEST:

_____	_____
Patricia A. Gentry, City Clerk	Dave Gattis, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Randy D. Mora, City Attorney

Summary of Proposed Changes from the 1st Reading Draft

As part of the comprehensive plan update process outlined by Section 163.3184, Florida Statutes (F.S.), the plan was reviewed by the Florida Department of Economic Opportunity (DEO), other state and regional agencies, and adjacent local governments. In response to comments received by those entities, the following changes are proposed:

- In response to a comment from DEO, the Data and Analysis was updated to reflect a ten-year planning period pursuant to Section 163.3191, F.S.
- In response to a comment by the Southwest Florida Water Management District, the Data & Analysis was updated to cite the Pinellas County Comprehensive Plan as a reference for the topics of reclaimed water and water conservation.
- In response to a request by Pinellas County, the Goals, Objectives and Policies were updated with proposed Coastal Management and Conservation Element Policy 1.5.8 to acknowledge existing countywide and state requirements for temporary emergency housing following a disaster.

CITY OF BELLEAIR BEACH
COMPREHENSIVE PLAN

Prepared by

FORWARD PINELLAS
Integrating Land Use & Transportation

City of Belleair Beach
Comprehensive Plan

City Council

Dave Gattis, Mayor
Jody Shirley, Vice Mayor
Frank Bankard
Leslie Notaro
Belinda Livingstone
Lloyd Roberts
Mike Zabel

City Manager

Kyle Riefler

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FUTURE LAND USE ELEMENT

Goal 1: Manage the City's future development and redevelopment toward maintaining a totally residential character, promoting a healthful and safe environment, conserving natural qualities, and enhancing the City's economic base.

Objective 1.1:
Development orders shall not be issued unless the development is compatible with the physical constraints of the land, unless public facilities and services are available, and the development or redevelopment is compatible with surrounding and adjacent development patterns.

Policy 1.1.1:
Public facilities and services shall be available concurrent with the permitting of new development. New development shall not reduce the established level of service standards.

Policy 1.1.2:
All future infill development and redevelopment shall be consistent with and complement the totally residential character of the city, and be compatible with adjacent land uses.

Policy 1.1.3:
Future residential redevelopment along Gulf Boulevard shall maximize, to the greatest extent possible, vistas to the Gulf of Mexico.

Policy 1.1.4:
The City shall not permit the introduction of any new land uses into existing neighborhoods, which would adversely impact the residential character of the community.

Policy 1.1.5:
Major infrastructure improvements shall be permitted only where they enhance residential neighborhoods or provide for the maintenance or improvement of adopted levels of service standards.

Policy 1.1.6:
To implement this comprehensive plan and pursuant to the land use categories established on ~~the City's~~ *Map 1: Future Land Use Map*, the following land use categories, together with their applicable criteria shall be used:

Residential Low (RL)

Purpose - It is the purpose of this category to depict those areas of the city that are now developed, or appropriate to be developed, in a low density residential manner; and to recognize such areas as primarily well-suited for residential uses that are consistent with the low density, non-intensive qualities and natural resource characteristics of such areas.

Those uses appropriate to and consistent with this category include:

Primary Uses - Residential

Secondary Uses - Institutional; Transportation/Utility; Recreation/Open Space

Locational Characteristics - This category is generally appropriate to locations outside urban activity centers; in areas where use and development characteristics are low density residential in nature; and in areas serving as a transition between more suburban and more urban residential areas. These areas are generally served by and accessed from minor and collector roadways which connect to the arterial and thoroughfare highway network.

Density/Intensity Standards - Shall include the following:

Residential Use - Shall not exceed four (4) dwelling units per acre.

Non-Residential Use - Shall not exceed a floor area ratio (FAR) of .40, nor an impervious surface ratio (ISR) of .65.

Other Standards - Shall include the following:

Institutional - Shall not exceed a maximum area of three (3) acres. Any such use or contiguous like uses in excess of this threshold shall require an appropriate plan amendment and corresponding zoning map amendment.

Transportation/Utility - Shall not exceed a maximum area of three (3) acres. Any such use or contiguous like uses in excess of this threshold shall require an appropriate plan amendment and corresponding zoning map amendment.

Residential Medium (RM)

Purpose - It is the purpose of this category to depict those areas of the city that are now developed, or appropriate to be developed, in a moderately intensive residential manner; and to recognize such areas as primary well-suited for residential uses that are consistent with the urban qualities, transportation facilities, and natural resource characteristics of such areas.

Use Characteristics - Those uses appropriate to and consistent with this category include:

Primary Uses - Residential

Secondary Uses - None

Locational Characteristics - This category is generally appropriate to locations within or in close proximity to urban activity centers; in areas where use and development characteristics are medium density residential in nature; and in areas serving as a transition between less urban and more residential and mixed-use areas. These areas are typically in close proximity to and may have direct access from the arterial and thoroughfare highway network.

Density/Intensity Standards - Shall include the following:

Residential Use - Shall not exceed fifteen (15) dwelling units per acre.

Preservation (P)

Purpose - It is the purpose of this category to depict those areas of the city that are now characterized, or appropriate to be characterized, as a natural resource feature worthy of preservation; and to recognize the significance of preserving such major environmental features and their ecological functions.

Use Characteristics - Those uses appropriate to and consistent with this category include:

Primary Uses - Open and undeveloped areas consistent with the following natural resource features and considerations: Tidal Wetlands including Saltwater Marsh, Undeveloped Barrier Islands and Spoil Islands; Natural Drainageways; Land Seaward of the Coastal Construction Control Line; Dune Systems; Habitat for Endangered and Threatened Species; and such additional areas determined to have environmental significance and recognized in the applicable local government comprehensive plan.

Locational Characteristics - This category is generally appropriate to those natural resource features it is designed to recognize wherever they may appear and at a size significant to the feature being depicted in relationship to its surroundings. In recognition of the natural conditions which they are intended to preserve, these features will frequently occur in a random and irregular pattern interposed among the other plan categories.

Density/Intensity Standards – Shall include the following:

No development is permitted

Recreation/Open Space (R/OS)

Purpose - It is the purpose of this category to depict those areas of the city that are now used, or appropriate to be used, for open space and/or recreational purposes; and to recognize the significance of providing open space and recreational areas as part of the overall land use plan.

Use Characteristics - Those uses appropriate to and consistent with this category include:

Primary Uses - Public/Private Open Space; Public/Private Park; Public Recreation Facility; Public Beach/Water Access; Marina.

Locational Characteristics - This category is generally appropriate to those public and private open spaces and recreational facilities dispersed throughout the city; and in recognition of the natural and manmade conditions which contribute to the active and passive open space character and recreation use of such locations.

Density/Intensity Standards - Shall include the following:

No use shall exceed a floor area ratio (FAR) of .25, nor an impervious surface ratio (ISR) of .60.

Institutional (I)

Purpose - The Institutional Land Use Category is intended for those areas of the city that are now used, or appropriate to be used, for public/semi-public institutional purposes; and to recognize such areas consistent with the need, character and scale of the institutional use relative to surrounding uses, transportation facilities, and natural resource features. Those uses appropriate to and consistent with this category include:

Primary Uses - Municipal Office/Public Buildings; Public Educational Facilities

Secondary Uses - Transportation/Utility, Recreation/Open Space

Locational Characteristics: This category is generally appropriate to those locations where educational, health, public safety, civic, religious, and like institutional uses are required to serve the community; and to recognize the special needs of these uses relative to their relationship with surrounding uses and transportation access.

Intensity Standards - Shall include the following:

Shall not exceed a floor area ratio (FAR) of .65, nor an impervious surface ratio (ISR) of .85.

Other Standards - Shall include the following:

Transportation/Utility Use - Shall not exceed a maximum area of ten (10) acres. Any such use, alone or when added to existing contiguous like use(s), which exceeds this threshold shall require a plan amendment which shall include such use and all contiguous like uses.

Policy 1.1.7:
Land uses and densities authorized by Section 166.04151, Florida Statutes, shall be permitted in addition to those established in Policy 1.1.6 of the Future Land Use Element.

Policy 1.1.8~~7~~:
The City's adopted future land use categories shall be consistent with the corresponding Countywide Plan Map categories, as shown in the following table. An amendment to a local future land use category shall require a corresponding amendment to the Countywide Plan Map.

Table Showing Countywide Plan Map Categories and Corresponding Future Land Use Map Categories

Countywide Plan Map Categories	Corresponding Future Land Use Map Categories
Residential Low Medium	Residential Low
Residential Medium	Residential Medium
Preservation	Preservation
Recreation/Open Space	Recreation/Open Space
Institutional	Public/Semi-Public

Policy 1.1.9~~8~~:
The City shall deny an amendment to its Future Land Use Map within the Coastal High Hazard Area (CHHA)~~, which~~ that results in an increase of density or intensity; except that they may, at their sole and absolute discretion, consider approving such amendment based upon a balancing of the following criteria, as are determined applicable and significant to the subject amendment:

a. Access to Emergency Shelter Space and Evacuation Routes - The uses associated with the requested amendment will have access to adequate emergency shelter space as well as evacuation routes with adequate capacities and evacuation clearance times.

b. Utilization of Existing and Planned Infrastructure -The requested amendment will result in the utilization of existing infrastructure, as opposed to requiring the expenditure of public funds for the construction of new, unplanned infrastructure with the potential to be damaged by coastal storms.

c. Utilization of Existing Disturbed Areas - The requested amendment will result in the utilization of existing disturbed areas as opposed to natural areas that buffer existing development from coastal storms.

d. Maintenance of Scenic Qualities and Improvement of Public Access to Water - The requested amendment will result in the maintenance of scenic qualities, and the improvement of public access, to the Gulf of Mexico, inland waterways (such as Boca Ciega Bay), and Tampa Bay.

e. Water Dependent Use - The requested amendment is for uses which are water dependent.

f. Part of Community Redevelopment Plan - The requested amendment is included in a Community Redevelopment Plan, as defined by Florida Statutes for a downtown or other designated redevelopment area.

g. Overall Reduction of Density or Intensity -The requested amendment would result in an increase in density or intensity on a single parcel, in concert with corollary amendments which result in the overall reduction of development density or intensity in the surrounding CHHA.

h. Clustering of Uses-The requested amendment within the CHHA provides for the clustering of uses on a portion of the site outside the CHHA.

Policy 1.1.10:
The City shall deny an amendment to its Future Land Use Map within the Coastal High Hazard Area (CHHA) that would permit the siting or expansion of uses that are inconsistent with the CHHA, given their susceptibility to storm damage or special evacuation requirements, including hospitals, nursing homes, convalescent homes, adult living facilities, recreational vehicles, and mobile homes; except that they may, at their sole and absolute discretion, consider approving such amendment based upon a balancing of the criteria enumerated in Policy 1.1.8, as are determined applicable and significant to the subject amendment.

Policy 1.1.11:
The City recognizes the contribution of the Belleair Beach Marina to the City's economic base and residents' enjoyment of natural resources, and desires to maintain its use as a marina.

Objective 1.2:
Existing land uses which are incompatible or inconsistent with the Future Land Use Map shall be eliminated.

Policy 1.2.1:
~~Motel~~ Nonconforming temporary lodging uses shall not be permitted to expand. In the event of a natural disaster, ~~existing motel~~ such uses shall be redeveloped as multifamily residential consistent with the established densities on the Future Land Use Map.

~~**Policy 1.2.2:**~~
~~Future redevelopment of the Belleair Beach Marina shall complement the existing residential character of the surrounding area.~~

Objective 1.3:
The City shall, over the short and long-term horizons of this comprehensive plan, ensure no net reduction in the amount of land available and suitable for future utility facilities.

Policy 1.3.1:
While no future land needs for utility facility siting are anticipated over the horizon of this plan, the City shall identify and monitor the facility improvement plans for Pinellas County and other utility entities to ensure that adequate lands are available to accommodate facility maintenance and upgrading.

Policy 1.3.2:
Consistent with state law, new electric substations shall be permissible in all land use categories in the City.

Objective 1.4:
Recognizing that the City of Belleair Beach is located within the coastal zone of Pinellas County, future growth and development shall be managed through the preparation, adoption, implementation and enforcement of land development regulations consistent with this adopted comprehensive plan.

Policy 1.4.1:
The City shall periodically review its present land development codes and ordinances (e.g., zoning, subdivision regulations, signage) and identify any revisions necessary to implement the Future Land Use Element.

Policy 1.4.2:
Land use and zoning regulations shall include flexible and innovative techniques that recognize the vulnerability of the area between Gulf Boulevard and the Gulf of Mexico to storm surges and that incorporate the aesthetic value of the Gulf of Mexico into the development.

Policy 1.4.3:
Land development regulations shall contain minimum design standards including adequate drainage and stormwater management structures, open space, and safe and convenient on-site traffic flow. These standards shall be reviewed against the need for on-site vehicular parking.

Goal 2: Comply with Chapter 2012-245, Laws of Florida, as amended, by participating in the countywide planning process through representation on and coordination with ~~the Pinellas Planning Council~~ Forward Pinellas, to ensure consistency between the City's comprehensive plan and the Countywide ~~Rules~~ Plan for Pinellas County.

Objective 2.1:
~~Tue~~ The Future Land Use Element of the City of Belleair Beach Comprehensive Plan shall be consistent with the Countywide ~~Future Land Use~~ Plan Map, including the categories, rules, policies, and procedures thereof.

Policy 2.1.1:
Through its Future Land Use Element, the City shall maintain consistency with the Countywide ~~Future Land Use~~ Plan Map by requiring the following:

- Identification of any inconsistencies between the future land use element and plan maps of the City of Belleair Beach and the Countywide ~~Future Land Use~~ Plan Map, its categories, rules, policies and procedures.

- Processing for action by ~~the Pinellas Planning Council~~ Forward Pinellas and the Board of County Commissioners, acting in their capacity as the Countywide Planning Authority, all land use plan amendments required to reconcile outstanding inconsistencies between the respective land use plans, such processing to be initiated by the City.

Policy 2.1.2:
Per Chapter 2012-245, Laws of Florida, as amended, the City's land development regulations shall contain density/intensity standards and ~~"~~other standards~~"~~ consistent with the Countywide Rules. ~~Concerning the Administration of the Countywide Future Land Use Plan.~~

TRANSPORTATION ELEMENT

Goal 1: Maintain an overall transportation system which meets existing and future demands including, but not limited to roadways, mass transit, bikeways, sidewalks and parking facilities.

Objective 1.1:
Maintain a multimodal transportation system that increases mobility for bicyclists, pedestrians and transit users as well as motorists, and that promotes development patterns that reduce vehicle miles traveled and greenhouse gas emissions.

Policy 1.1.1:
The City shall implement a Mobility Management System through the application of Transportation Element policies and the site plan review process. Policies pertaining to the application of the Mobility Management System are listed below.

1. All development projects generating new trips shall be subject to payment of a multimodal impact fee.

2. Development projects that generate between 51 and 300 new peak hour trips on deficient roads shall be classified as tier I and required to submit a transportation management plan (TMP) designed to address their impacts while increasing mobility and reducing the demand for single occupant vehicle travel.

3. Development projects that generate more than 300 new peak hour trips on deficient roads shall be classified as tier 2, required to conduct a traffic study, and submit an accompanying report and TMP based on the report findings.

4. Multimodal impact fee assessments may be applied as credit toward the cost of a TMP.

5. A traffic study and/or TMP for a development project not impacting a deficient road corridor shall be required if necessary to address the impact of additional trips generated by the project on the surrounding traffic circulation system.

6. Deficient roads shall include those operating at peak hour level of service (LOS) E and F and/or volume-to-capacity (v/c) ratio 0.9 or greater without a mitigating improvement scheduled for construction within three years.

7. Multimodal impact fee revenue shall be utilized to fund multimodal improvements to local, county or state facilities that are consistent with the comprehensive plan as well as the ~~Metropolitan Planning Organization (MPO)~~ Forward Pinellas Long Range Transportation Plan.

8. The City shall support the effort of ~~the MPO~~Pinellas County to complete ~~the biennial~~ periodic updates of the Multimodal Impact Fee Ordinance. ~~through the MPO planning process, which includes review by the MPO Technical Coordinating Committee and MPO Policy Board.~~

Policy 1.1.2:
Unless otherwise prohibited by lot configuration, access to residential properties fronting on Gulf and Causeway Boulevards shall be via the local street system. Where ingress and egress from a local street is not possible, circular drives or on-site turning areas shall be required to avoid backing onto the minor arterial facilities.

Policy 1.1.3:
The City shall limit the number of connections to Gulf Boulevard and Causeway Boulevard.

Policy 1.1.4:
The City shall require as a condition of development approval the dedication of appropriate right-of-way to maintain the minimum standard of 100 feet for Gulf Boulevard and Causeway Boulevard.

Policy 1.1.5:
The City shall require that all local residential streets maintain a minimum 50 feet right-of-way. Since the City's street system is totally developed, this policy shall apply in the event of redevelopment.

Objective 1.2:
The City's Transportation Element shall be coordinated with the future land uses depicted on the Future Land Use Map, FDOT 5-year Transportation Plan, the ~~Pinellas County Metropolitan Planning Organization~~ Forward Pinellas Long Range Transportation Plan, and plans of neighboring jurisdictions.

Policy 1.2.1:
The City's Planning Board shall continually monitor and provide an annual report to the City Council regarding changes or impacts of the above transportation planning efforts on the City of Belleair Beach.

Policy 1.2.2:
The City shall promote the ~~Pinellas County Metropolitan Planning Organization~~ Forward Pinellas Long Range Transportation Plan roadway improvements necessary to safely and efficiently carry local and non-local traffic through the City and divert unnecessary through traffic toward alternative routes.

Policy 1.2.3:
~~Recognizing~~ The City recognizes that Gulf Boulevard and Causeway Boulevard, as depicted on *Map 2: Transportation Corridors Map,* are the only major roadways within the City and are functionally controlled by Pinellas County.

Policy 1.2.4:
~~, t~~The City ~~of Belleair Beach~~ shall, through its designated ~~Pinellas MPO~~ Forward Pinellas representative and the public participatory process, make known the unique residential needs and characteristics of Belleair Beach for the future implementation of the countywide transportation system plan.

Policy 1.2.5~~4~~:
The social and economic needs of the individual and the community shall receive maximum consideration in the development and implementation of the County's overall transportation system with the City.

Policy 1.2.6~~5~~:
The City recognizes the Belleair Beach Causeway and its approaches as a Scenic/Noncommercial Corridor and shall ensure that provisions of the Countywide Rules are implemented along this roadway for any development for which the city is responsible.

~~Objective 1.3~~Policy 1.2.7:
The City shall coordinate with ~~the~~ Pinellas County ~~MPO~~, which maintains functional responsibility for Gulf Boulevard and Causeway Boulevard, to ensure the ~~motorized and non-motorized~~ transportation needs of the residents of Belleair Beach are met in the safest, most efficient, and convenient manner possible.

Objective 1.3:
The City recognizes that traffic congestion resulting from increased development on neighboring communities has had negative impacts on the mobility and quality of life of its residents, and shall seek means to address this issue.

Policy 1.3.1:
The City shall work with Forward Pinellas, Pinellas County, and neighboring communities to explore means of decreasing or diverting through traffic into Belleair Beach.

Policy 1.3.2:
The City shall seek funding to offset the costs of mitigating increased traffic flows into Belleair Beach from neighboring communities.

Policy 1.3.3:
The City shall coordinate with appropriate agencies to explore the use of traffic control devices or other means to require that through traffic on Gulf Blvd. yield to traffic exiting from local streets.

Policy 1.3.4:
Given that barrier island communities experience significant traffic volume from tourism that does not follow the same A.M./P.M. peak hour commuter patterns as mainland communities, the City shall request that Forward Pinellas conduct special peak-hour traffic studies for specified roadways within the city limits.

Objective 1.4
The City shall seek opportunities to increase mobility for pedestrians and bicyclists.

Policy 1.~~3~~4.1:
The City shall coordinate with Pinellas County and Forward Pinellas to~~, through its designated representative on the Pinellas MPO,~~ ensure that planning for pedestrian and bicycle paths and bicycle friendly design standards is incorporated into ~~future improvements to Gulf Boulevard and Belleair Causeway incorporate pedestrian and bicycle paths and bicycle friendly design standards into plans for~~ future roadway projects within the city.

Policy 1.~~3~~4.2:
The City shall support the future development of non-motorized corridors for cycling, jogging, and walking.

Policy 1.4.3:
The City shall coordinate with Forward Pinellas and neighboring communities in the regulation of micromobility devices such as e-bikes and scooters.

Objective 1.45:
The City shall coordinate with Pinellas County to implement a transportation system that enhances environmental quality by reducing the environmental impacts of water, air, and noise pollution.

Policy 1.45.1:
The City shall require parking lots to be paved and on-site retention provided for the proposed multifamily uses to reduce fugitive dust. The City shall allow the use of permeable materials (such as grass, geoweb, or turfblock).

HOUSING ELEMENT

Goal 1: Maintain and protect the City's existing neighborhoods and housing stock and provide for the infilling of future residential development in the most environmentally sensitive, structurally sound, and cost effective manner possible.

Objective 1.1:
Recognizing the City's limited ability to provide affordable housing within its corporate limits, the City shall maintain coordination with Pinellas County through continued participation in the Pinellas County Housing Authority or other agencies charged with the responsibility of providing affordable housing.

Policy 1.1.1:
The City shall actively participate in County-sponsored housing programs, where applicable, which provide opportunities for affordable housing on a countywide basis.

Policy 1.1.2:
Through coordination with the Pinellas County Housing Authority, the City of Belleair Beach will continue to support and provide sites, if practicable, for extremely low-, very low-, low- and moderate-income housing, and group homes consistent with the residential character and density of Belleair Beach.

Policy 1.1.3:
The City shall maintain a streamlined review and permitting process to avoid any unnecessary requirements in order to expedite private sector development and any required renovation/ remodeling of existing structures.

Objective 1.2:
In an effort to maintain, at a~~.~~ minimum, the current level of housing standards, the City shall encourage the conservation, rehabilitation, or demolition of the housing stock through code enforcement and the issuance of citations when appropriate.

Policy 1.2.1:
The City shall encourage individual homeowners to increase private reinvestment in the existing housing stock and to continue a high level of property maintenance.

Policy 1.2.2:
Major infrastructure improvements shall be permitted only where they enhance residential neighborhoods or provide for the maintenance or improvement of adopted level~~s~~ of service standards.

INFRASTRUCTURE ELEMENT

Goal 1: Retain access to and availability of infrastructure system(s) necessary to support the existing and future populations within the City.

Objective 1.1:
The City of Belleair Beach shall continue to coordinate with Pinellas County to correct existing deficiencies and to ensure that adequate facility capacity is available to meet the demands of future development and/or redevelopment.

Policy 1.1.1:
The following level of service standards are hereby adopted for the purpose of calculating future facility capacity and demand generated by development and redevelopment activity.

Stormwater Drainage:	25-year, 24-hour storm event
Quality:	Consistent with Ch. 62-25, F.A.C.
Sanitary Sewer:	~~111~~115 gallons per capita per day
Potable Water:	~~120~~ 115 gallons per capita per day
Solid Waste:	1.3 tons per capita per year

Policy 1.1.2:
Pinellas County Utilities (PCU) shall provide all potable water supply and sanitary sewer service to the City, consistent with the interlocal agreement between the City and the County.

Policy 1.1.3:
The City of Belleair Beach shall ensure through coordination with Pinellas County and review of roadway improvement plans that any improvements to Gulf Boulevard will effectively eliminate any minor local ponding of water adjacent to the residential and beach access parcels within the City.

Policy 1.1.4:
The City adopts by reference the Pinellas County Utilities' *Water Supply Facilities Work Plan*, effective January 1, 2023. The City and Pinellas County shall work together to reduce the City's potable water demand consistent with Pinellas County Utilities' *Water Supply Facilities Work Plan.*

Policy 1.1.5
The City will coordinate with Pinellas County to ensure that plumbing permits specify the installation of water conservation devices for new construction, pursuant to Chapter 553.14, F.S., and encourage the installation of the same during redevelopment or rehabilitation.

Policy 1.1.6
The City will support Pinellas County and the Southwest Florida Water Management District ~~SWFWMD~~ restrictions for unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and vehicle washing during periods of drought, supply reduction, and other emergencies.

Policy 1.1.7
The City shall promote, through a public education program developed in cooperation with the Southwest Florida Water Management District ~~SWFWMD~~ and the Pinellas County Utilities, the use and reuse of water of the lowest acceptable quality for the purpose intended.

Policy 1.1.8:
Prior to approval of a building permit, the City shall consult with Pinellas County Utilities to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the County of a certificate of occupancy.

Objectives 1.2:
The City of Belleair Beach shall provide educational ~~brochures~~ information so that residents can implement ~~the~~ water conservation measures in an effort to conserve the County's water resources.

Policy 1.2.1:
The City shall promote water conservation through education of residents about Xeriscaping™, maintenance and installation of irrigation systems, and low-flow plumbing fixtures.

Policy ~~2~~1.2.2:
Belleair Beach will cooperate with the Southwest Florida Water Management District in dealing with water shortages and enforcing water use restrictions.

COASTAL MANAGEMENT AND CONSERVATION ELEMENT

Goal 1: Protect and improve the environmental quality and natural and economic resources of the City of Belleair Beach; protect human life; and, limit public expenditures within the Coastal High Hazard Area.

Objective 1.1:
The infilling of development on the remaining vacant single-family parcels will result in no net reduction of marine grass beds, mangrove forests, and coastal marshes.

Policy 1.1.1:
The dredging and filling of seagrass beds shall be prohibited except in circumstances of overriding public interest. Mitigation is required.

Policy 1.1.2:
Future development of mangrove forests and coastal marshes shall be prohibited.

Policy 1.1.3:
Living marine resources shall be protected from immediate and future degradation resulting from improper development and/or waste disposal practices. The City shall ensure that future infill development and redevelopment results in no net loss in living marine resources.

Policy 1.1.4:
Both Heron and Pelican Islands shall be preserved m their present state, and no development shall be permitted.

Policy 1.1.5:
The City shall require the use of native vegetation in required buffers, setbacks and open spaces.

Policy 1.1.6:
~~Areas f~~Future roadway drainage detention areas shall be located~~,~~ and designed, and enhanced landscaping shall be utilized, in such a manner as to complement the existing residential character of the city and result in no net reduction of water quality to abutting waters.

Policy 1.1.7:
Since manatees occasionally frequent Clearwater Harbor near Belleair Beach, ~~in the area of~~ the City~~, the city~~ shall coordinate with appropriate agencies to ensure that reduced boating speed limits will be ~~set~~ enforced in ~~water less than four feet in depth and in seagrass areas.~~designated manatee protection areas and slow speed, minimum wake zones.

Policy 1.1.8:
No new point sources shall be permitted to discharge into Clearwater Harbor and the Gulf of Mexico from the City of Belleair Beach.

Policy 1.1.9:
In an effort to reduce non-point source pollutant loadings with respect to future multifamily development/redevelopment, the City shall ensure that:

(1) on-site retention or detention ~~of~~ shall accommodate the first one inch of runoff.

(2) periodic inspections of stormwater control structures are conducted to ensure proper function and maintenance.

Policy 1.1.10:
Development adjacent to the Clearwater Harbor Aquatic Preserve shall be limited to single family, public facilities, and open space/public access.

Policy 1.1.11:
A coastal building setback requirement equal to or landward of the State Coastal Construction Control Line shall be strictly enforced.

Objective 1.2:
Existing water-dependent uses, other than existing commercial motel facilities, shall be preserved.

Policy 1.2.1:
Recreational waterfronts, including existing mini parks and gulf beach access, shall be preserved, ~~. N~~and no net reduction in the amount of acreage devoted to these uses shall be permitted.

Policy 1.2.2:
While not the responsibility of Belleair Beach, the City shall coordinate with Pinellas County to ensure the availability of beach access along Causeway Boulevard.

Policy 1.2.3:
The expressed desire of the residents of Belleair Beach to retain an exclusively residential character shall effectively eliminate the need for the expansion of existing commercial uses or the development or redevelopment of future commercial water-related and/or water- dependent uses as reflected on the Future Land Use Map, except for the ~~yacht club~~ Belleair Beach Marina facility. [This term doesn't appear to be in common use and isn't used elsewhere in the plan.]

Objective 1.3:
The City of Belleair Beach shall maintain the clearance time for hurricane evacuation identified by Tampa Bay Regional Planning Council, and any~~. Any~~ proposed development shall not increase this clearance time.

Policy 1.3.1:
The evacuation times adopted in the latest hurricane evacuation study published by the Tampa Bay Regional Planning Council, and the State's out-of-county category 5 hurricane standard of 16 hours, shall be used for comprehensive plan amendment review and development review and approval.

Policy 1.3.2:
The City shall coordinate with the Pinellas County to ensure continued shelter capacity to accommodate existing and future residents of the city.

Policy 1.3.3:
The City shall provide information for distribution to City residents identifying the established evacuation routes and shelters.

Policy 1.3.4:
The City shall coordinate with Pinellas County Emergency Management to ensure that evacuation routes are posted.

Policy 1.3.5
The City, in cooperation with the Pinellas County Emergency Management, the American Red Cross of Tampa Bay, and the other island communities, shall participate in annual hurricane preparedness seminars to increase hurricane awareness.

Policy 1.3.6
City emergency response personnel and volunteers shall coordinate with county and state emergency response agencies in emergency planning, including communications, traffic control, and warning operations, to affect a safe and efficient evacuation of the city.

Policy 1.3.74:
The City shall coordinate with Pinellas County to ensure that future facility improvements to Causeway Boulevard do not increase hurricane evacuation clearance times.

Objective 1.4:
The City shall restrict development and redevelopment densities to those adopted in the Future Land Use Element and shall limit the expenditure of public funds in Coastal High Hazard Area~~s (CHHA)~~ to those facilities necessary for the protection of health and safety. All building and development activities in these areas shall be conducted in such a manner as to lessen the existing danger to life and public and private property.

Policy 1.4.1:
The ~~CHHA~~ Coastal High Hazard Area is defined as that portion of the community below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy 1.4.2:
The City defines a Coastal Storm Area as the area that includes the following:
(1) the Coastal High Hazard Area (CHHA),
(2) the causeway,
(3) any area surrounded by the CHHA or by the CHHA and a body of water, and
(4) all areas located within the Velocity Zone as designated by the Federal Emergency Management Agency.

Policy 1.4.3:
The ~~CHHA~~ Coastal High Hazard Area as defined in Policy 1.4.1, together with the Coastal Storm Area as defined in Policy 1.4.2, ~~being consistent with the Pinellas Planning Council *Countywide Plan* Rules,~~ shall be the area of coastal development and redevelopment regulation within the City of Belleair Beach. This area is depicted on *Map 3: Coastal High Hazard Area Map.* ~~*LU-4: Future Land Use and Future Transportation Corridors.*~~

Policy 1.4.4:
City-funded roadways, water, sewer and drainage improvements shall not be built in the Coastal High Hazard Area unless the facility is for public access maintenance improvements, or restoration of infrastructure service following a natural disaster.

Objective 1.5:
The City shall implement the priority reconstruction/redevelopment program outlined in this comprehensive plan, as appropriate, immediately following a natural disaster.

Policy 1.5.1:
Following a natural disaster, the City Manager, in concert with the City Council, shall coordinate the implementation of the Post Disaster Development Plan.

Policy 1.5.2:
Following a natural disaster, the City shall: (1) review damages and assess the priorities for repair and/or reconstruction, (2) coordinate with county, state and federal officials as appropriate to prepare application for disaster assistance, (3) identify options for repair or reconstruction of damaged public facilities, and (4) implement a redevelopment strategy and plan for both short and long-term redevelopment.

Policy 1.5.3:
The City shall develop and implement a program for immediate repair and clean up needed to protect the public health safety and welfare of returning citizens. Such activities shall include (1) restoration of potable water, sanitary sewer and electrical power as appropriate, (2) removal of storm debris to facilitate movement of vehicular traffic, and (3) identification and removal of unsafe structures and identifying structures to receive priority permitting approvals.

Policy 1.5.4:
The City shall identify long-term redevelopment strategies based upon an assessment of infrastructure and/or structural damage. Appropriate interagency hazard mitigation reports shall be thoroughly assessed to assist the City in distinguishing between immediate repair clean-up activities and long-term repairs.

Policy 1.5.5:
The City shall require that any structure which incurs damage in excess of fifty (50) percent of its fair market value ~~shall~~ to be rebuilt to meet all applicable codes, ordinances and development regulations. This policy shall not be construed to prohibit replacement of a single-family house on an existing platted lot.

Policy 1.5.6:
Recognizing that a major hurricane could result in the need for extensive repairs to public infrastructure, the City shall~~,~~ maintain a contingency fund, at a level to be determined, in order to ensure a local dollar match for state and/or federal disaster assistance grants.

Policy 1.5.7:
The City shall annually review the local and/or regional evacuation plans to ensure coordination of ~~the City~~ land use densities and population projections.

Policy 1.5.8:
Temporary emergency housing shall be permitted in accordance with the provisions of Pinellas County Code Chapter 34, Article II, Division 2 and Section 166.0335, Florida Statutes. Such provisions include, but are not limited to, the allowance of temporary emergency housing in certain future land use categories where residential uses are not typically permitted, and the placement of temporary housing units on parcels of land containing uninhabitable permanent dwellings for a length of time as specified by the County Code and/or applicable state law.

~~**Objective 1.6:**~~
~~The City shall provide through cooperation with Pinellas County a transportation system, which promotes public safety and welfare.~~

~~**Policy 1.6.1:**~~
~~The City shall coordinate with Pinellas County Emergency Management to ensure that evacuation routes are posted.~~

Objective 1.6~~7~~:
Belleair Beach will comply with all local, state and federal air quality regulations to ensure protection and enhancement of air resources.

Policy 1.6~~7~~.1:
Belleair Beach will cooperate with Pinellas County to support of federal fuel volatility regulations as a means of significantly reducing mobile source pollutant emissions.

Policy 1.6~~7~~.2:
Application of pesticides and other toxic substances shall be timed and performed in such a manner as to minimize exposure.

Objective 1.7:
The City shall reduce the risk of exposure of human life and public and private property to natural disasters through preparedness planning and implementation of hazard mitigation measures.

Policy 1.7.1:
The City shall designate an emergency management coordinator who acts as a liaison between State, regional, County and City emergency response and planning agencies; and ensure coordination between emergency management and development management activities in the City.

Policy 1.7.2:
Recognizing that the entire community is located within the Coastal High Hazard Area, Coastal Storm Area and the 100-year floodplain, the City shall adopt and strictly enforce all appropriate federal, state, and local coastal construction codes, coastal setback requirements, special Coastal Construction Control Line facility siting restrictions, and floodplain management regulations.

Policy 1.7.3:
Special care facilities such as hospitals, nursing homes, convalescent homes, adult living facilities shall not be located in the Coastal High Hazard Area, unless adequate provisions for safe and efficient evacuation and shelter are ensured.

Policy 1.7.4:
The City shall seek opportunities for funding to relocate or harden infrastructure to reduce its vulnerability to natural disasters, including undergrounding of utilities where appropriate.

Objective 1.8:
Through provisions in its land development regulations, the City shall implement development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 1.8.1:
Land that is subject to flooding conditions and is deemed by the City to be topographically unsuitable shall not be platted for residential occupancy, nor for such other use as may endanger health, life or property or aggravate erosion or flooding conditions.

Policy 1.8.2:
All proposed new development shall be reviewed to determine that such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding.

Policy 1.8.3:
All public utilities and facilities such as sewer, gas, electric, communications, and water systems shall be located and constructed to minimize or eliminate flood damage.

Policy 1.8.4:
For new development in AE and VE flood zones, adequate drainage shall be provided to reduce exposure to flood hazards and adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Objective 1.9:
The City shall encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 1.9.1:
The City shall explore opportunities for federal, state and local assistance with public acquisition of properties that suffer extensive storm or flood damage.

Policy 1.9.2:
The City shall consider one or more of the following strategies in those areas which receive major or moderate flood damage:

- Relocation;
- Reduction of permissible density or intensity of use;
- Reconstruction in compliance with current building and construction standards; or
- Public acquisition.

Objective 1.10:
The City shall identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

Policy 1.10.1:
The City shall prohibit the alteration of sand dunes or mangrove stands which would increase potential flood damage.

Policy 1.10.2:
The City shall control the alteration of natural floodplains, stream channels and natural protective barriers that help accommodate or channel floodwaters; control filling, grading, dredging and other development that may increase flood damage; and prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

Policy 1.10.3:
The City shall encourage retrofitting of existing structures to mitigate potential damages from natural disasters.

Policy 1.10.4:
The City shall continue to coordinate with Pinellas County and the Army Corps of Engineers to evaluate the feasibility of beach renourishment, erosion control structures, or other mitigation to preserve and protect the public beachfront from erosion and the potential effects of sea level rise.

Policy 1.10.5:
The City shall consider the findings of the *Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment* to help identify and mitigate properties that are vulnerable to flooding.

Objective 1.11:
The City shall participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for residents.

Policy 1.11.1:
The City shall continue to be a participant in the National Flood Insurance Program Community Rating System, and shall work to maintain or increase its rating.

Policy 1.11.2:
The City shall assist residents by providing information about the National Flood Insurance Program and flood damage prevention on its official website.

Policy 1.11.3:
The City shall post copies of available elevation certificates on its official website.

RECREATION AND OPEN SPACE ELEMENT

Goal 1: Provide adequate parks and recreation facilities and open space areas, which enhance the health, safety and welfare of the city's residents and promote a sense of community.

Objective 1.1:
The City shall maintain access to existing park sites from surrounding neighborhoods.

Policy 1.1.1:
The City shall continue to coordinate beach access maintenance programs with the Town of Belleair Shore, thereby ensuring convenient access to the Gulf of Mexico by City residents via the three beach access sites located in Belleair Shore.

Objective 1.2:
To coordinate with all levels of government, quasi-public entities, and the private sector toward providing multiple recreational opportunities to City residents.

Policy 1.2.1:
Recognizing the physical limitations of the city to expand parkland uses, the City shall assist its residents by providing information on area-wide public, quasi-public, and private recreation opportunities.

Policy 1.2.2:
Any future redevelopment of multifamily uses shall provide for on-site recreational facilities to the maximum extent possible.

Policy 1.2.3:
To the extent feasible, the City shall prioritize use of recreational facilities, including the Belleair Beach Marina, for residents.

Objective 1.3:
The City shall allow no net reduction in the amount of access currently provided to the Gulf of Mexico and Clearwater Harbor.

Policy 1.3.1:
The City of Belleair Beach shall retain ownership rights to its properties providing or having the potential to provide public access to coastal areas.

Policy 1.3.2:
The City of Belleair Beach shall coordinate with Pinellas County and adjacent municipalities to develop measures to increase accessibility to shoreline areas.

Policy 1.3.3:
The City shall expand the current level of maintenance and landscaping of its existing shoreline park sites, thereby encouraging and facilitating increased enjoyment of and access to the shoreline.

INTERGOVERNMENTAL COORDINATION ELEMENT

Goal 1: Achieve an optimal level of coordination, which is appropriate for attaining maximum efficiency.

Objective 1.1:
The City of Belleair Beach shall effectively coordinate the comprehensive plan with the plans of the School Board, other units of government providing services, but not having the regulatory authority over the use of land, and the comprehensive plans of adjacent municipalities and the County to ensure consistency with and implementation of the plan.

Policy 1.1.1:
Services and information shall be shared with other agencies and jurisdictions.

Policy 1.1.2:
Intergovernmental coordination activities shall be reviewed periodically to avoid needless paperwork, duplication, non-productive meetings, and other waste.

Policy 1.1.3:
The City of Belleair Beach shall maintain existing interlocal agreements and consider new interlocal agreements for services and public access with adjacent jurisdictions where appropriate.

Objective 1.2:
Intergovernmental coordination shall help to achieve effective implementation of the local comprehensive plan.

Policy 1.2.1:
The City shall cooperate with other communities and agencies in the region to bring private and public sectors together for establishing an orderly, environmentally, and economically sound plan that addresses the future needs of growth.

Policy 1.2.2:
Development of regional programs that will reduce unnecessary delays in federal, state, and local development review procedures is encouraged.

Policy 1.2.3:
Level of service standards shall be coordinated with other state, regional, or local entities having operational and maintenance responsibility for public facilities.

Goal 2: Establish a regular means of communication among officials of adjacent jurisdictions, Pinellas County, and Forward Pinellas ~~the Metropolitan Planning Organization/Pinellas Planning Council~~ for the purpose of addressing and resolving issues of mutual interest that arise from the City's comprehensive plan and the plans of others.

Objective 2.1:
~~To~~ The City shall identify and coordinate the effects of special districts in Pinellas County with the comprehensive plan.

Policy 2.1.1:
The City will periodically review the plans and independent special district facility reports of the Southwest Florida Water Management District, ~~(SWFWMD), and~~ Tampa Bay Water ~~(TBW)~~, and Pinellas County Utilities~~, and~~ to identify and resolve conflicts with the City's comprehensive plan, including concurrency-related items.

Objective 2.2:
~~I~~The City shall identify and describe joint processes for collaborative planning on population projections, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.

Policy 2.2.1:
The City will coordinate with ~~the Pinellas County Planning Department~~ Forward Pinellas in order to develop countywide population projections that include expected growth ~~shown in the comprehensive plan~~ for the community.

Policy 2.2.2:
The City will review the draft population projections and consider using them in the update of the comprehensive plan.

Policy 2.2.3:
The City will forward the population projections used in its comprehensive plan to the School Board so they can consider projected growth and development as it relates to the future need for schools in the School Board's 5, 10, and 20-year facility plans.

Policy 2.2.4:
City staff will coordinate annually, or more often as needed, with Pinellas County staff for the purpose of determining future needs for water and sewer.

~~**Policy 2.2.5:**~~
~~The City will coordinate, through the Metropolitan Planning Organization (MPO), the transportation needs of the City with the needs of the remainder of the county.~~ [Moved under Objective 2.3]

~~**Policy 2.2.6:**~~
~~The City will forward requests for access to County maintained roadways for comment concerning their plans and policies.~~ [Moved under Objective 2.3]

Policy 2.2.~~7~~5:
The City will coordinate with service providers that have no regulatory authority over the use of land in the city to develop recommendations that address ways to improve coordination of the City's concurrency management methodologies and systems, and levels of service.

Policy 2.2.~~8~~6:
The City will continue to coordinate with Pinellas County for the provision of countywide facilities, including but not limited to, potable water service, sanitary sewer service, solid waste disposal, the St. Petersburg/Clearwater International Airport, and the Pinellas County Emergency Operations Center.

~~**Policy 2.2.9:**~~
~~The City will continue to coordinate with the MPO staff for the provision of bridges, major transportation facilities, and mass transit.~~ [Moved under Objective 2.3]

Policy 2.2.~~10~~7:
The City will forward notice of proposed Future Land Use Element policies related to hurricane shelters and evacuation routes, as well as Future Land Use Map amendments resulting in an increase in population within the Coastal High Hazard Area~~s~~ and Coastal Storm Area, to the Tampa Bay Regional Planning Council and the Pinellas County Emergency Management Department to determine hurricane shelter space availability and the effect of increased populations on evacuation clearance times and routes.

Policy 2.2.~~11~~8:
The City will coordinate with ~~the MPO / PPC,~~ Forward Pinellas, or the appropriate ad hoc committees, in the development, review, and recommendation of efficient countywide guidelines to coordinate the location of problematic land uses.

Policy 2.2.~~12~~9:
The City will utilize the countywide planning process as a means of notifying the School Board, ~~which has one member on the M P O / PPC, and School Board staff,~~ which has one staff member on the Planners Advisory Committee, of proposed land use plan amendments.

Objective 2.3:

The City shall coordinate with appropriate agencies to facilitate the provision of a safe, efficient transportation system meeting the needs of residents and others.

Policy 2.3.1:
Through Forward Pinellas in its role as the Metropolitan Planning Organization, the City will coordinate its transportation needs with the needs of the remainder of the county.

Policy 2.3.2:
The City shall consider designating a specific representative or committee to work with Forward Pinellas, Pinellas County, and neighboring jurisdictions to address the impacts of traffic congestion on Gulf Blvd.

Policy 2.3.3:
The City will forward requests for access to County maintained roadways for comment concerning their plans and policies.

Policy 2.3.4:
The City will continue to coordinate with Forward Pinellas to facilitate the provision of bridges, major transportation facilities, and mass transit.

Objective 2.~~3~~4:
Bring intergovernmental disputes to closure in a timely manner through the use of voluntary dispute resolution processes.

Policy 2.~~3~~4.1:
In instances where the resolution of issues requiring intergovernmental concurrency has not been achieved, the City of Belleair Beach shall initiate informal mediation by filing with the Tampa Bay Regional Planning Council a written request for mediation assistance, pursuant to the requirements of state law.

CAPITAL IMPROVEMENTS ELEMENT

Goal 1: Provide public facilities to all residents while maintaining the residential character of Belleair Beach.

Objective 1.1:
The City of Belleair Beach shall maintain the existing level of service standards for public facilities that are the fiscal responsibility of the City.

Policy 1.1.1:
The City of Belleair Beach shall not approve any development order that will lower the existing level of service standards.

Policy 1.1.2:
The Capital Improvements Element shall be reviewed on an annual basis.

Policy 1.1.3:
The City of Belleair Beach shall adopt a capital improvements budget and amend its Five-Year Schedule of Capital Improvements on an annual basis.

Policy 1.1.4:
Proposed capital improvement projects shall be evaluated according to the following criteria:

- Elimination of a proven or obvious hazard to public health, safety, or welfare;
- Fulfillment of a City legal commitment;
- Preservation, maintenance, refurbishment, achievement of full use, or replacement of existing facilities;
- Enhancement of an existing facility to an adopted level of service;
- Efficiency or use increase of existing facilities; prevention or reduction of future improvement costs; or provision of equitable service;
- Facility enhancement to meet the demands of development and redevelopment;
- Furtherance of goals, objectives, or policies adopted in the Belleair Beach Comprehensive Plan;
- Increase of community economic base or quality of life;
- Budget impact and financial feasibility; and
- Consistency with plans of other agencies having responsibility for public facilities within the City.

Policy 1.1.5:
The City adopts the Schedule of Capital Improvements as shown in the table below:

Schedule of Capital Improvements
(projects that exceed $100,000 in any year)

-	Project	Total	Fiscal Year 22-23	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Fiscal Year 26-27
Capital Improvements Fund							
	Street Resurfacing	976,192	75,000	676,192	75,000	75,000	75,000
	Gulf Boulevard Beautification	5,860,085	2,974,200	1,955,460	930,425	-	-
Total for Capital Improvements Fund		**6,836,277**	**3,049,200**	**2,631,652**	**1,005,425**	**75,000**	**75,000**
Stormwater Fund							
	Stormwater System	3,609,173	1,305,963	2,303,210	-	-	-
	Valley Curb Replacement	881,500	50,000	681,500	50,000	50,000	50,000
Total for Stormwater Fund		**4,490,673**	**1,355,963**	**2,984,710**	**50,000**	**50,000**	**50,000**
Total for All Funds		**11,326,950**	**4,405,163**	**5,616,362**	**1,055,425**	**125,000**	**125,000**

Source: City of Belleair Beach, 2023

Policy 1.1.6~~5~~:
It is the policy of the City of Belleair Beach to set a capital improvements cost threshold of $100,000 annually for projects to be included in the Capital Improvements Element of the City of Belleair Beach Comprehensive Plan.

Policy 1.1.7~~6~~:
Existing and anticipated capacity deficiencies identified in other elements of this plan may be corrected according to the Schedule of Capital Improvements adopted through ~~this policy of the City of Belleair Beach Comprehensive Plan~~ the Capital Improvements Element subject to ~~the~~ annual review ~~of the CIE~~ by the City Council.

~~**Schedule of Capital Improvements**~~
~~(All numbers are in thousands: $100,000 = 100)~~

~~Table 1: Schedule of Capital Improvements~~
~~(All numbers are in thousands)~~

~~Type of Project & Name~~	~~Total~~	~~FY 15/16~~	~~FY 16/17~~	~~FY 17/18~~	~~FY 18/19~~	~~FY 19/20~~
CAPITAL PROJECTS FUND (CPF)						
~~Improvements - Community Ctr~~	~~38~~	~~8~~	~~7~~	~~8~~	~~7~~	~~8~~
~~Parks- Bayside Park~~	~~45~~	~~5~~	~~10~~	~~10~~	~~10~~	~~10~~
~~Street Light Program~~	~~36~~	~~16~~	~~10~~	~~10~~	~~0~~	~~0~~
~~Improvements - bridges~~	~~400~~	~~57~~	~~172~~	~~77~~	~~47~~	~~47~~
~~Gulf Blvd Beautification~~	~~2332~~	~~291~~	~~292~~	~~583~~	~~583~~	~~583~~
~~Street Resurfacing Program~~	~~398~~	~~40~~	~~80~~	~~98~~	~~120~~	~~60~~
~~Stormwater System Project~~	~~324~~	~~53~~	~~87~~	~~80~~	~~50~~	~~54~~
~~Total CPF~~	~~3573~~	~~470~~	~~658~~	~~866~~	~~817~~	~~762~~
MARINA FUND ~~Marina Improvements~~						
~~Marina Improvements~~	~~30~~	~~8~~	~~7~~	~~8~~	~~7~~	~~0~~
~~Total Marina Fund~~	~~30~~	~~8~~	~~7~~	~~8~~	~~7~~	~~0~~
GRAND TOTAL ALL FUNDS	~~3603~~	~~478~~	~~665~~	~~874~~	~~824~~	~~762~~
~~**Funding Summary**~~						
~~PCBCC Funding Gulf Blvd~~	~~2332~~	~~291~~	~~292~~	~~583~~	~~583~~	~~583~~
~~CPF - Transfer from General Fund's Various Tax Revenue~~	~~1241~~	~~179~~	~~366~~	~~283~~	~~234~~	~~179~~
~~Marina Fund~~	~~30~~	~~8~~	~~7~~	~~8~~	~~7~~	~~0~~
~~Possible long term debt~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Total~~	~~3603~~	~~478~~	~~665~~	~~874~~	~~824~~	~~762~~

~~Source: City of Belleair Beach, 2015/2016~~

Objective 1.2:
The City of Belleair Beach shall continue to maintain the existing capital improvements for which the City has fiscal responsibility, and Capital Improvements shall be completed to correct any existing deficiency, accommodate future growth, or ~~to~~ replace obsolete or worn out facilities.

Policy 1.2.1:
The City of Belleair Beach shall correct any existing deficiencies and replace obsolete or worn out facilities as a priority. Any required expansion of facilities shall occur after deficiencies and/or facility replacement§ have been accomplished.

Policy 1.2.2:
The City of Belleair Beach shall continue to use user fees as the means to finance improvements. New development will be assessed its share of the improvements.

Objective 1.3:
The City shall utilize its fiscal resources to eliminate any identified existing deficiencies and ensure the provision of needed capital improvements for future development and redevelopment at adopted levels of service as specified in the elements of this comprehensive plan.

Policy 1.3.1:
The City shall work with other governmental jurisdictions to establish a strategy to ensure that the entire cost of providing necessary capital facilities, at adopted levels of service, for any future development or redevelopment within the jurisdiction shall not be borne by existing residents.

Policy 1.3.2:
The City shall coordinate with Pinellas County, state agencies, the water management district, and other municipalities that provide public facilities within the City's jurisdiction to ensure projects are funded in a fiscally equitable manner apportioning the costs of growth among those who are responsible for it.

Policy 1.3.3:
The City shall administer current and consider the adoption of appropriate future impact or user fees and other general fund revenue enhancement.

Policy 1.3.4:
The City shall issue development orders and permits only when required capital facilities are present or will be available concurrent with the impact of development.

Policy 1.3.5:
The adopted levels of service for public facilities within the jurisdiction of the City of Belleair Beach shall be those adopted in the other elements of this plan.

Objective 1.4:
Public expenditures that support development in the Coastal High Hazard Area~~s~~ shall be limited to those improvements included in this comprehensive plan or determined by the City Council to be an overriding public health benefit.

Policy 1.4.1:
The City shall expend funds in the Coastal High Hazard Area~~s~~ only for the replacement and renewal of public facilities serving development or planned redevelopment as anticipated in this comprehensive plan.

Objective 1.5:
The City of Belleair Beach shall provide, or require provision of, needed infrastructure for development and redevelopment concurrently with their impacts through the use of a concurrency management system, implementation and monitoring of the comprehensive plan, and enforcement of development regulations.

Policy 1.5.1:
The City shall ensure that ~~all~~ no development ~~and~~ or redevelopment taking place within its municipal boundaries ~~do not~~ results in a reduction of the level-of-service standards established and adopted in the financially feasible Capital Improvements Element of this comprehensive plan.

Policy 1.5.2:
Development orders and permits shall be issued only if public facilities necessary to meet the level-of-service standards adopted pursuant to this comprehensive plan are available concurrent with the impacts of the development.

Policy 1.5.3:
The development of residential land shall be timed and staged in conjunction with provision of supporting community facilities.

Policy 1.5.4:
The City shall use the levels of service adopted in the Transportation Element, Infrastructure Element, and Recreation and Open Space Element of this comprehensive plan to determine the impacts of development and redevelopment.

Policy 1.5.5:
The City shall continue to implement a monitoring system designed to ensure continued enforcement of levels of service and provision of required public facility capacity.

Policy 1.5.6:
The monitoring system shall be reviewed on an annual basis together with the review of the Capital Improvements Element and shall be updated the year prior to preparation of the periodic Evaluation and Appraisal Report.

Policy 1.5.7:
Developments or redevelopments requiring the use of potable water, sanitary sewer, solid waste, or drainage facilities shall receive development orders subject to:

- The public facilities being in place at the time of issuance of the certificate of occupancy; or
- The provision of the facilities is guaranteed in an enforceable development agreement pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes, to be in place at the time of certificate of occupancy issuance.

Policy 1.5.8:
The Schedule of Capital Improvements may include projects listed in the first three years of the Florida Department of Transportation five-year work program.

Policy 1.5.9:
The Schedule of Capital Improvements shall contain the estimated commencement and completion dates of road projects.

Policy 1.5.10:
The elimination, deferral, or delay of construction of any road or mass transit facility or service needed to maintain adopted level-of-service standards and which is listed in the Schedule of Capital Improvements shall require amendment of the comprehensive plan.

Objective 1.6:
The City shall seek opportunities for new funding sources to offset its capital and operating costs and maintain a high quality of life for residents.

Policy 1.6.1:
The City shall explore the opportunity for cost savings through the use of renewable resources such as solar energy.

Policy 1.6.2:
The City shall explore the use of grants or other funding opportunities for the undergrounding of utilities.

Policy 1.6.3:
The City shall explore opportunities for state and local transportation funding to address identified traffic congestion issues.

PRIVATE PROPERTY RIGHTS ELEMENT

Objective 1.1:
In accordance with the legislative intent expressed in Sections 163.3161(10) and 187.101(3), Florida Statutes, the City adopts a Private Property Rights Element to respect judicially acknowledged and constitutionally protected private property rights and ensure that private property rights are considered in local decision-making.

Policy 1.1.1:
The following rights shall be considered in local decision-making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

MAP 1

2045 Future Land Use Map

for the City of Belleair Beach, Florida

Prepared by:

FORWARD PINELLAS
Integrating Land Use & Transportation

Date: March 3, 2022

Legend

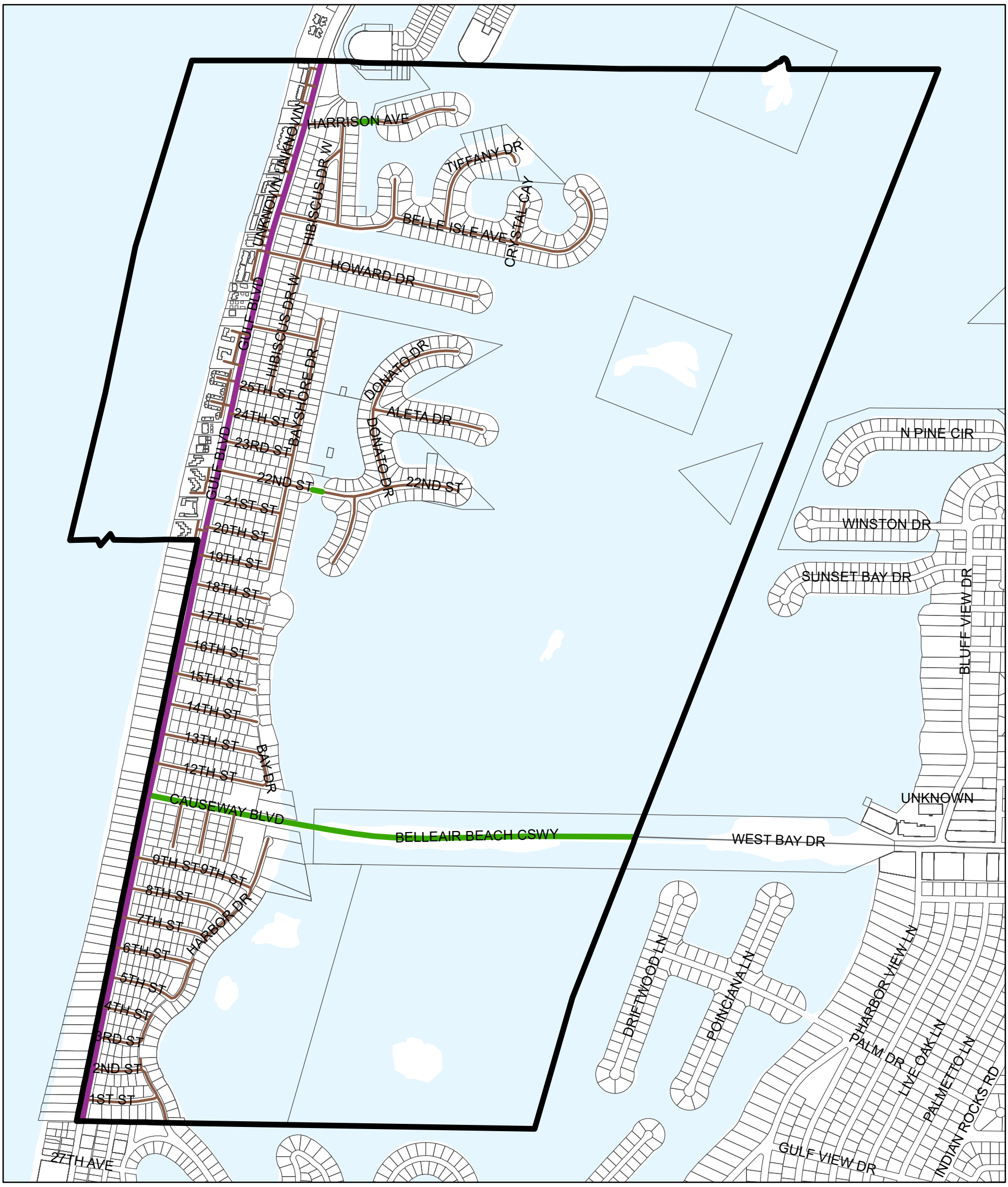
Future Land Use Category

- Residential Low
- Residential Medium
- Recreation/Open Space
- Scenic/Noncommercial Corridor Overlay
- Preservation
- Institutional
- Water

NORTH

0 500 1,000 2,000 Feet

Source: City of Belleair Beach, 2023; Forward Pinellas, 2023



MAP 2

Transportation Corridors Map

for the City of Belleair Beach, Florida

Road Type

- Two Lane Divided
- Ramp/Bridge
- Local

Prepared by:

FORWARD PINELLAS
Integrating Land Use & Transportation

Date: December 23, 2022

NORTH

Feet
0 500 1,000 2,000

Source: Forward Pinellas, 2023

MAP 3

Coastal High Hazard Area Map

for the City of Belleair Beach, Florida

Coastal High Hazard Area

Note: The Coastal High Hazard Area (CHHA) is defined by Section163.178(2)(h), Florida Statutes, as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. Map represents the August 4, 2021 data update.

Prepared by:

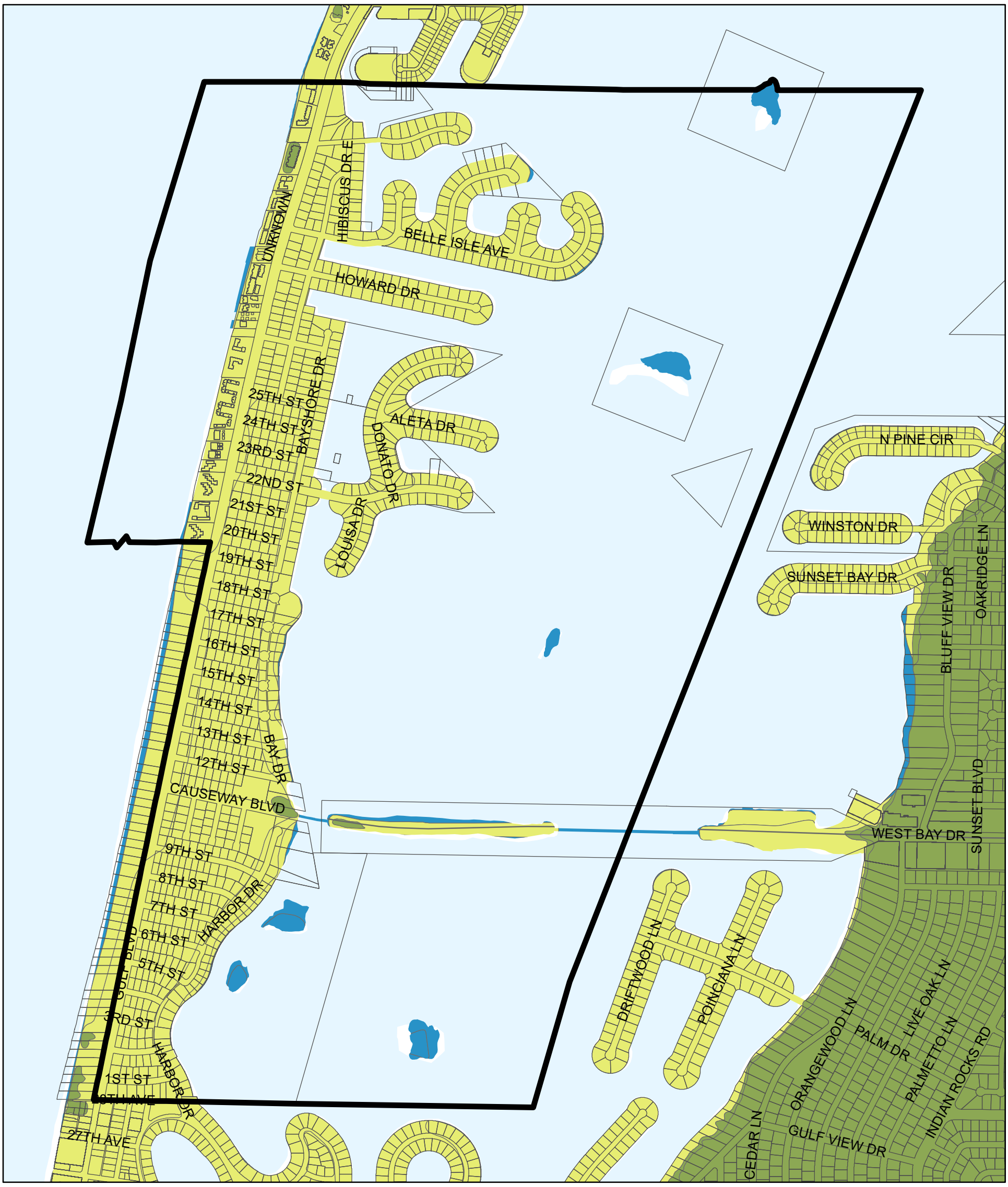
FORWARD PINELLAS
Integrating Land Use & Transportation

Date: February 17, 2022

NORTH

0 500 1,000 2,000 Feet

Source: National Oceanic and Atmospheric Administration, 2021



MAP 4

Floodplain Map

for the City of Belleair Beach, Florida

Legend

FEMA Flood Zone

- Flood Zone AE
- Flood Zone VE
- Flood Zone X

Prepared by:

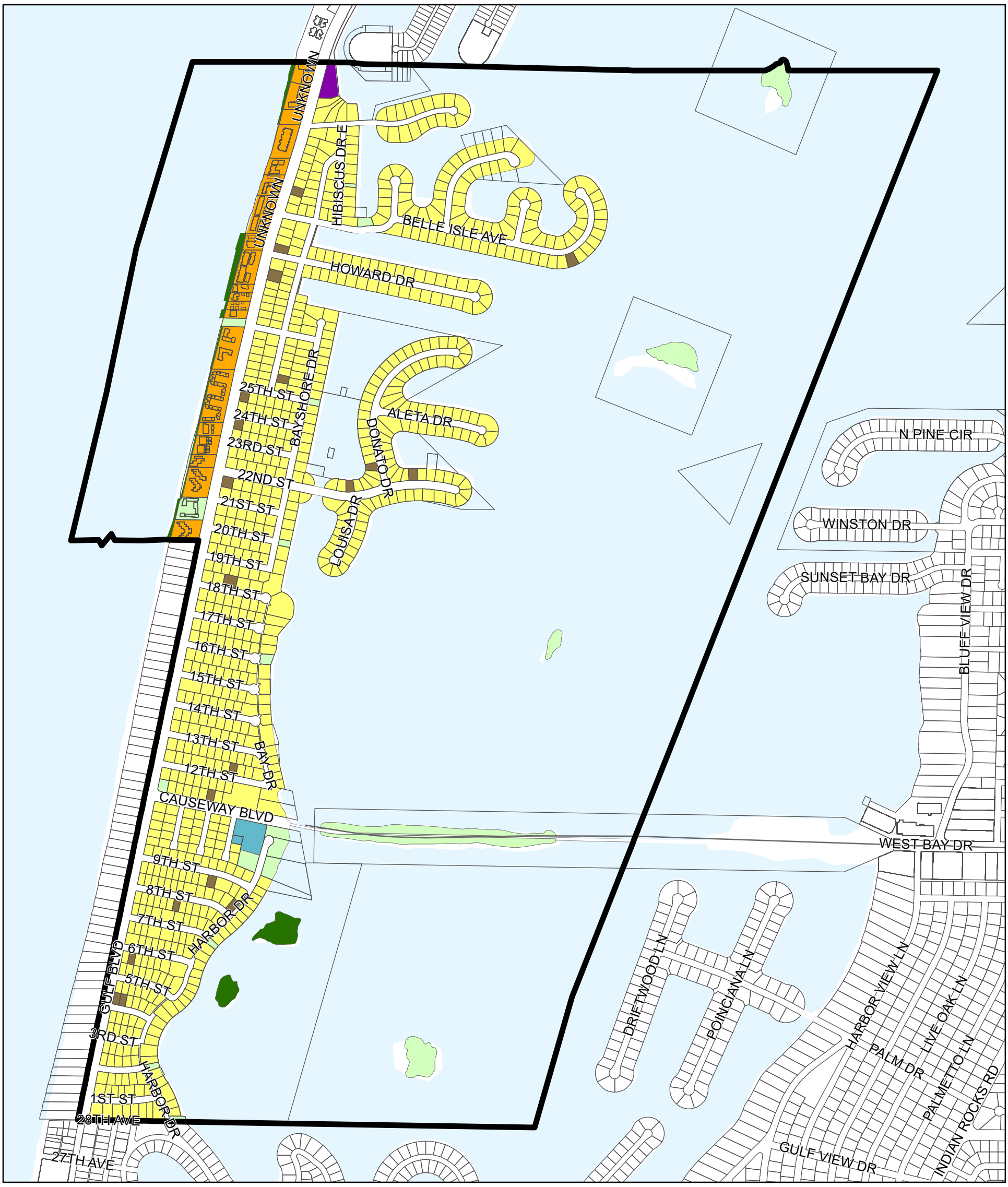
FORWARD PINELLAS
Integrating Land Use & Transportation

Date: March 3, 2022

NORTH

Feet
0 500 1,000 2,000

Source: Federal Emergency Management Agency, 2022



MAP 5

Existing Land Use Map

for the City of Belleair Beach, Florida

Land Use

- Single-Family
- Multifamily
- Public/Semi-Public
- Recreation/Open Space
- Preservation
- Marina
- Vacant
- Water

Prepared by:

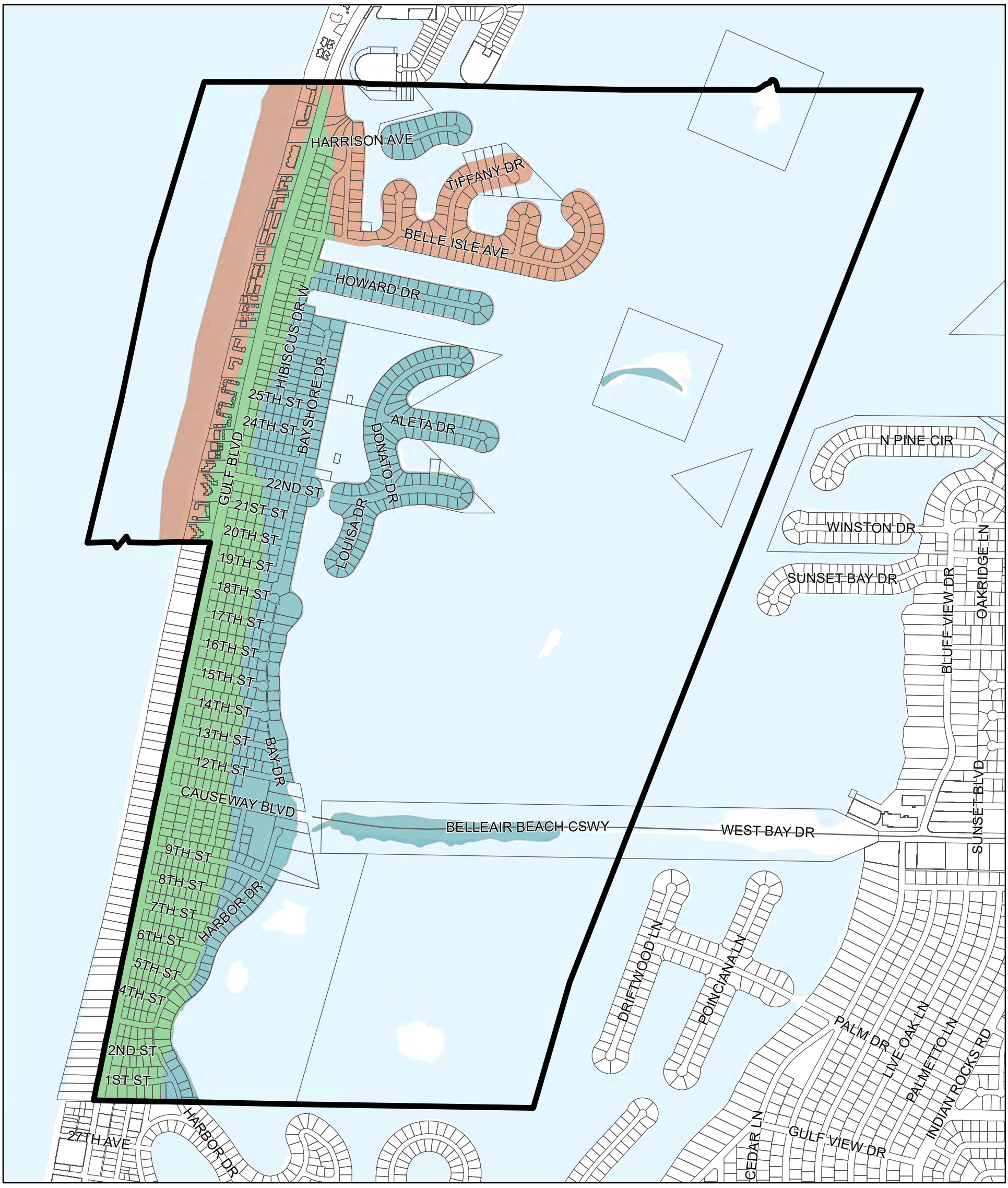
FORWARD PINELLAS
Integrating Land Use & Transportation

Date: December 23, 2022

NORTH

0 500 1,000 2,000 Feet

Source: Pinellas County Property Appraiser's Office, 2023; City of Belleair Beach, 2023; Forward Pinellas, 2023



MAP 6

Soils Map

for the City of Belleair Beach, Florida

Soil Type

- Beaches
- Matlacha
- Palm Beach

Prepared by:

FORWARD PINELLAS
Integrating Land Use & Transportation

Date: December 23, 2022

NORTH

Feet
0 500 1,000 2,000

Source: Natural Resources Conservation Service, 2022

MAP 7

Structure Condition Map

for the City of Belleair Beach, Florida

Legend

- Fair
- Average
- Above Average
- Excellent
- Superior
- Mansion
- Mansion Superior
- No Data Available

Prepared by:

FORWARD PINELLAS
Integrating Land Use & Transportation

Date: February 15, 2023

NORTH

0 500 1,000 2,000 Feet

DATA AND ANALYSIS

A. INTRODUCTION

The City of Belleair Beach adopted its first Comprehensive Plan in 1989, and updated it through the evaluation and appraisal review process in 2008 and 2016. The City transmitted its most recent *Evaluation and Appraisal Notification Letter* to the Department of Economic Opportunity on January 7, 2022. The issues and recommendations in that letter are the basis for the changes to this document from the previous adopted version, adopted on April 4, 2016.

Unless specifically provided and updated herein, the City will rely on the definitions provided in Section 163, Part II, Florida Statutes, and the data and analysis from the 1989, 2008, and 2016 comprehensive plans.

The comprehensive plan covers two planning horizons, a ten-year period (ending in 2033) and a 22-year period for longer-term planning (ending in 2045). Coordination of the various elements is a major objective of the City's comprehensive planning process. While the findings below are organized by element for convenience, implementation of the goals, objectives and policies of all elements will be guided by the data and analysis as a whole.

In addition to meeting the requirements of Chapter 163, Florida Statutes, the City coordinates future land use planning with Forward Pinellas, the planning council for Pinellas County. The comprehensive plan is consistent with the *Countywide Plan for Pinellas County* pursuant to Chapter 2012-245, Laws of Florida.

The data and analysis for the Future Land Use Element contains updated population projections through the new long-range planning horizon of 2045, and an analysis of existing and future land uses to ensure that they are sufficient to meet the needs of future populations. Data and analysis on coastal high hazard areas and hazard mitigation planning are provided in more detail in the Coastal Management and Conservation Element.

The U.S. Census Bureau population count for Belleair Beach in 2020 was 1,633 permanent residents. This represents an increase of 73 people from the 2010 census count of 1,560. The population is expected to remain largely stable during the planning horizon due to the built-out character of the city, minimal amounts of vacant land available for development, and the lack of lands to annex. Population projections for the City were developed in conjunction with Census data and the 2045 Long Range Transportation Plan for Pinellas County, adopted pursuant to Section 339.175(7), Florida Statutes. An increase of only 52 residents is anticipated by 2045.

Estimates and projections for the seasonal and tourist population were also developed. Seasonal residents are those who reside in the City for only a portion of the year and claim their permanent residences elsewhere, such as "snowbirds" who mainly live in the City during the fall and winter months, and those who own vacation homes. Tourists include visitors who stay in traditional hotel/motel accommodations, rent residential property on a temporary basis, or stay with friends or relatives in their homes. Seasonal and tourist population projections were also developed in conjunction with Census data and the adopted Long Range Transportation Plan, and are expected to remain stable through 2045, with a projected increase of only 16 visitors. Population projections for the 2045 planning horizon are shown in Table 1.

Table 1: Population Projections

	Census 2020	Projections				
		2025	2030	2035	2040	2045
Permanent	1,633	1,643	1,654	1,664	1,674	1,685
Seasonal & Tourist	507	510	513	516	519	523
Total	**2,140**	**2,153**	**2,167**	**2,180**	**2,194**	**2,207**

Source: U.S. Census Bureau, 2020; Forward Pinellas, 2022

B. FUTURE LAND USE

The predominant land use pattern in the city is single-family detached housing, with some multifamily uses, parks, recreational uses and preservation areas. There are few time-share properties that are designated as multifamily. The City has no designated commercial uses. The acreage distribution of existing land uses is shown in Table 2, and their location is depicted on *Map 5: Existing Land Use.*

Table 2: Existing Land Use

Existing Land Use	Acres	Percent
Single-Family	180.9	78.7%
Multifamily	19.3	8.4%
Recreation/Open Space	17.6	7.7%
Preservation	5.1	2.2%
Vacant	4.0	1.8%
Public/Semi-Public	1.7	0.7%
Transportation/Utility	1.0	0.4%
Total	**229.7**	**100.0%**

Source: Pinellas County Property Appraiser's Office, 2022; Forward Pinellas, 2022

The city contains approximately 230 acres of upland parcel acreage, a large majority of which (nearly 81%) is designated with a future land use category of Residential Low, with a maximum density of four units per acre. Residential Medium, with a maximum density of 15 units per acre, is the next most common designation, comprising another 9% of parcel acreage. Recreation/Open Space, which designates city parks, beach accesses, spoil islands, and land adjacent to the Belleair Causeway, comprises another 7% of parcel acreage. The Belleair Causeway is also designated with a Scenic/Noncommercial Corridor (SNCC) overlay, part of a countywide network of such corridors. Belleair Beach does not have any areas designated for commercial or industrial development on its Future Land Use Map.

The acreage distribution of future land use designations is shown in Table 3, and their location is depicted on the City's adopted *Map 1: Future Land Use Map.* There are no proposed amendments to the Future Land Use Map or future land use designations. In addition to the upland parcel acreage, the city limits include another 79 acres used for right-of-way, and 910 acres of water in Boca Ciega Bay and the Gulf of Mexico.

Table 3: Future Land Use Designations

Future Land Use	Acres	Percent
Residential Low	185.9	80.9%
Residential Medium	20.5	8.9%
Recreation/Open Space		
Without SNCC Overlay	8.9	3.9%
With SNCC Overlay	7.5	3.3%
Preservation	5.1	2.2%
Institutional	1.7	0.7%
Total	**229.7**	**100.0%**

Source: Forward Pinellas, 2022

As shown in Table 4, all of the vacant parcels in the city are designated Residential Low. If all were developed up to the allowable density, they could accommodate 16 housing units, which is consistent with the projected population growth of 38 persons.

Table 4: Vacant Parcels by Future Land Use Designation

Future Land Use	Units Per Acre	Acres	Maximum Potential Units
Residential Low	4.0	4.0	16

Source: Pinellas County Property Appraiser's Office, 2022; Forward Pinellas, 2022

C. TRANSPORTATION

A primary objective of the City's transportation planning efforts is to ensure that the safety and mobility needs of pedestrians, bicyclists and transit users as well as motorists are accommodated. This applies to the design and construction of capital improvements, and the application of the Land Development Code through the site plan review process and decisions affecting the amendment of the Future Land Use Map. Through these activities, the City seeks to provide its citizens with a safe, multimodal, and energy efficient transportation system.

There are two major roadways impacting the city, Gulf Boulevard is an arterial north-south roadway, and Belleair Causeway is an east-west arterial bridge spanning the Intracoastal Waterway, which also includes bicycle lanes and a boat ramp. Both are owned and maintained by Pinellas County. Table 5 contains an inventory of the major roadways and their current level of service (LOS).

Table 5: Major Roadway Inventory and Level of Service

Road Segment	Road Class	Lanes	Divided	Signalized	Operating LOS
Belleair Causeway	Bridge/ ramp	2	Yes	N/A	F
Gulf Blvd. (south of causeway)	Minor arterial	2	Yes	Yes	F
Gulf Blvd. (north of causeway)	Minor arterial	2	Yes	No	F

Source: Forward Pinellas, 2022

The LOS classification system is a standard means of evaluating traffic flow used by the U.S. Department of Transportation and its state counterparts. Classifications are based on a comparison of traffic volume (the number of cars using the roadway at A.M./P.M peak hours, or "rush hours") with roadway capacity (the maximum number of cars the roadway is designed to handle at once). This volume-to-capacity ratio is also known as v/c.

Roadway LOS is classified as follows:

- LOS A: Traffic flows at or above the posted speed limit and motorists have complete mobility between lanes (v/c = 0.00 to 0.60)
- LOS B: Speeds are maintained, but maneuverability within the traffic stream is slightly restricted (v/c = 0.61 to 0.70)
- LOS C: The ability to maneuver through lanes is noticeably restricted and lane changes require more driver awareness (v/c = 0.71 to 0.80)

- LOS D: Speeds slightly decrease as traffic volume slightly increases. Freedom to maneuver within the traffic stream is much more limited and driver comfort levels decrease (v/c = 0.81 to 0.90)
- LOS E: Flow becomes irregular and speed varies rapidly because there are virtually no usable gaps to maneuver in the traffic stream, and speeds rarely reach the posted limit (v/c = 0.91 to 1.00)
- LOS F: Every vehicle moves in lockstep with the vehicle in front of it, with frequent slowing required. Posted speeds cannot be maintained as demand more the roadway exceeds capacity (v/c = greater than 1.00)

LOS ratings for major roadways in Pinellas County are calculated by Forward Pinellas, the metropolitan planning organization for the county. The City has adopted the countywide standard that roadways operating at LOS E and F are considered deficient. To address this deficiency, new development or redevelopment may be restricted or required to pay into a mitigation fund for roadway improvements.

One issue that has been noted is that the barrier island communities, whose traffic is significantly comprised of tourists, tend not have the same peak hours as the majority of the county, which are largely determined by weekday commuters. While the same A.M./P.M. peak hours are used countywide for standardization purposes, a local government can request that Forward Pinellas conduct a special traffic study tailored to an individual roadway.

One such study was conducted in Belleair Beach in 2015, and was used by Pinellas County as basis for transportation investments in the area, including reconfiguring turn lanes at the intersection of Belleair Causeway and Gulf Blvd., and adjustment of traffic signal timing on both roadways. In addition to traffic studies, Forward Pinellas provides for intergovernmental coordination in circumstances where transportation or land use issues affect more than one jurisdiction.

Due to the built-out condition of the city, the majority of recent impacts to the roadway system have come from growth in neighboring communities, and it is unlikely that there will be additional transportation impacts to either facility caused by Belleair Beach. The City is a participant in the countywide proportionate fair share program, and any redevelopment projects would be subject to mitigation payments through that program.

Pinellas County maintains the Pinellas County Mobility Plan, which provides local governments with an alternative approach to managing the impacts of development projects through their site plan review processes while furthering their mobility goals. This approach was intended as a replacement for local transportation concurrency management programs. While Belleair Beach's development impacts are limited, in its 2015 comprehensive plan, the City adopted a mobility management system in support of the Pinellas County Mobility Plan.

D. HOUSING

Since the 2015 Comprehensive Plan update, there has been very little change in the number and distribution of housing units throughout the city. The majority of housing units in the City, about 70%, are single-family, and the remaining 30% are multifamily. There are no mobile home units, residential group homes, or historically significant housing units within Belleair Beach.

As shown in Table 6, an increase of only 35 total housing units is projected by 2045. Additional housing units are anticipated primarily through tear-downs and reconstruction on existing residential lots.

Table 6: Housing Estimates and Projections by Type

Housing Type	Estimates 2020	Projections				
		2025	2030	2035	2040	2045
Single-Family	765	770	775	779	784	789
Multifamily	329	331	333	335	338	340
Total	**1,094**	**1,101**	**1,108**	**1,115**	**1,122**	**1,129**

Source: Pinellas County Property Appraiser's Office, 2022; Forward Pinellas, 2022

According to an assessment by the Pinellas County Property Appraiser's Office, Belleair Beach has no housing units in below average condition. As shown in Table 7, about 74% are in average condition, 18% in above average condition, and the remainder are in excellent or better condition. *Map 7: Structure Condition Map* shows the assessed condition for all buildings, both residential and nonresidential.

Table 7: Housing Estimates by Condition

Housing Condition	Number	Percent
Average	808	73.9%
Above Average	193	17.6%
Excellent	71	6.5%
Superior	20	1.8%
Mansion	1	0.1%
Mansion Superior	1	0.1%
Total	**1,094**	**100.0%**

Source: Pinellas County Property Appraiser's Office, 2022; Forward Pinellas, 2022

About 55% percent of the housing units in Belleair Beach are owner-occupied, and 8% are renter-occupied, with an average of 2.37 persons per household. Another 28% of units are held for seasonal, recreational, or occasional use, and 9% are vacant. These percentages are anticipated to remain stable through the 2045 planning horizon, as shown in Table 8.

Table 8: Housing Estimates and Projections by Tenure

Housing Type	Estimates 2020	Projections				
		2025	2030	2035	2040	2045
Owner-Occupied	606	610	614	618	621	625
Renter-Occupied	83	84	84	85	85	86
Seasonal Units	307	309	311	313	315	317
Vacant Units	98	99	99	100	100	101
Total	**1,094**	**1,101**	**1,108**	**1,115**	**1,122**	**1,129**

Source: American Community Survey, 2022; Pinellas County Property Appraiser's Office, 2021; Forward Pinellas, 2022

Cost-burdened households are those who spend at least 30% of their income on mortgage or rent payments. As shown in Table 9, about 30% of households in the city are cost-burdened, consistent with Pinellas County as a whole. There are no subsidized housing units in the city.

Table 9: Estimates and Projections of Cost-Burdened Households

Households Spending At Least 30% of Gross Income on Housing Costs	Estimates 2020	Projections				
		2025	2030	2035	2040	2045
Owner-Occupied	156	249	251	252	254	256
Renter-Occupied	49	78	79	79	80	80
Not Cost-Burdened	484	366	368	370	373	375
Total	**689**	**693**	**698**	**702**	**706**	**711**

Source: American Community Survey, 2022; Forward Pinellas, 2022

Due to the city's location on a barrier island, opportunities to add affordable housing are constrained by high land costs and limitations on densities in the Coastal High Hazard Area. Through a cooperative agreement, Belleair Beach participates with the Pinellas County Community Development Department in the Community Development Block Grant Program, and with the Housing Finance Authority of Pinellas County, which helps residents with housing down payment and mortgage assistance.

E. INFRASTRUCTURE

Potable Water

Belleair Beach receives all potable water supplies, treatment, and distribution from Pinellas County Utilities. Tampa Bay Water is the regional water supply authority that supplies all of the wholesale potable water for Pinellas County.

Through an interlocal agreement and master water supply contract, Tampa Bay Water is obligated to meet the current and future water needs of its member governments, and is the owner and operator of water supply facilities including wellfields, surface water withdrawals, a seawater desalination facility, treatment facilities, storage facilities, pumping stations, and transmission mains.

The City coordinates its level-of-service standard for potable water with the level-of-service standard adopted by Pinellas County for its retail customers. This standard is 115 gallons per capita per day. However, the actual water use is projected to be lower at 79 gallons per capita per day. Based on the maximum permanent and seasonal population of 2,207 projected for the planning horizon multiplied by that projected water use, the city's demand equates to 0.174 million gallons per day (MGD), or about 0.08% of the current Pinellas County Utilities yield of 224.6 MGD.

The *Regional Water Supply Plan* contains hundreds of water supply options. Because the wholesale potable water supply is provided by Tampa Bay Water, the required water supply projects are selected and implemented by that agency.

The capital costs for water supply development projects are the responsibility of Tampa Bay Water. Such costs are recaptured through the sale of water to the water service provider, and through them, by the retail customers. Funding mechanisms are identified in its *Special District Public Facilities Report.* In addition, the *Pinellas County Water Supply Work Plan* includes costs for distribution, transmission, treatment, and associated facilities.

The City actively participates in water conservation efforts led by Pinellas County, as outlined in the *Pinellas County Comprehensive Plan* Potable Water Supply, Wastewater, and Reuse Element. County regulations are enforced for water conservation measures including low flow plumbing fixtures and water shortage emergency regulations. The City began receiving reclaimed water from Pinellas County Utilities in 2006. Pinellas County is the responsible jurisdiction for treatment and allocating the reclaimed water resource. There are no prime or high natural groundwater aquifer recharge areas affecting reclaimed water in Pinellas County.

Table 10
Potable Water Supply and Demand Analysis

DEMAND ANALYSIS

UTILITY NAME	*2020*	*2025*	*2030*	*2035*	*2040*	*2045*	*WUP (MGD)*	*PER CAPITA WATER USE*
PINELLAS COUNTY UTILITIES	**(SUPPLIED THROUGH TAMPA BAY WATER)**							
Municipal Population Served	2,138	2,151	2,165	2,178	2,192	2,206		
Demand (MGD)	0.168	0.169	0.170	0.171	0.172	0.173	*0.000*	*79*
Total Utility Service Area Population	504,863	514,010	526,816	539,181	543,701	548,259		
Demand (MGD)	39.670	40.388	41.395	42.366	42.721	43.080		
DOMESTIC SELF SUPPLY								
Population Served	2	2	2	2	2	2		*54*
Demand (MGD)	0.000	0.000	0.000	0.000	0.000	0.000		
MUNICIPAL POPULATION	2,140	2,153	2,167	2,180	2,194	2,207		*79*
TOTAL DEMAND (MUNICIPAL)	0.168	0.169	0.170	0.171	0.172	0.173		
TOTAL DEMAND (UTILITIES)	39.670	40.388	41.395	42.366	42.721	43.080		

SUPPLY ANALYSIS

EXISTING SOURCES

	CURRENT YIELD (MGD)
Total Permitted Quantities	0.000
Water Supply Authority Quantities	224.620
Total Current Yield	0.000

FUTURE SOURCE OPTIONS

	2045 POTENTIAL YIELD (MGD)	*RESPONSIBLE ENTITY*
Conservation	0.020	All

Sanitary Sewer

The City is a wholesale customer of Pinellas County Utilities for wastewater service. The County operates and maintains sewer lines within the city, and collects and transmits domestic wastewater to the South Cross Bayou Advanced Water Reclamation Facility. The City relies on the data and analysis contained in the *Pinellas County Comprehensive Plan* Potable Water Supply, Wastewater, and Reuse Element to project sanitary sewer demand. Consistent with that element, its adopted sanitary sewer level of service is 115 gallons per capita per day throughout the 2045 planning horizon.

Stormwater Drainage

The City of Belleair Beach is responsible for a municipal separate storm sewer system and implementation and enforcement of NPDES regulations. A municipal separate storm sewer system (MS4) is a publicly-owned conveyance or system of conveyances (i.e., ditches, curbs, catch basins, and underground pipes, etc.) that is designed or used for collecting or conveying stormwater and the discharges to surface waters of the State. Belleair Beach is regulated as a Co-Permittee under Phase I, regulations set forth in NPDES permit# FLS 000005. The City relies on the data and analysis contained in the *Pinellas County Comprehensive Plan* Surface Water Management Element and Chapter 62-25, Florida Administrative Code, to guide its stormwater level-of-service for quantity and quality based on a 25-year, 24-hour storm event.

Solid Waste

Belleair Beach provides for solid waste and recycling collection services through a private contract with Waste Management of Pinellas. Through an interlocal agreement with Pinellas County, collected garbage is taken to the Pinellas County Resource Recovery Facility, which can burn nearly one million tons per year in its Waste-to-Energy Plant while producing up to 75 megawatts per hour of electricity.

The City relies on the data and analysis contained in the *Pinellas County Comprehensive Plan* Potable Solid Waste and Resource Recovery Element to project solid waste demand, and has adopted the County's level-of-service standard of 1.3 tons per capita per year. Projected demand through the 2045 planning horizon was calculated using that level-of-service standard multiplied by the City's population projections, as shown in Table 10.

Table 11: Projected Solid Waste Demand

	2020	2025	2030	2035	2040	2045
Tons	2,141	2,155	2,168	2,182	2,195	2,209

Source: Pinellas County, 2022; Forward Pinellas, 2022

F. COASTAL MANAGEMENT AND CONSERVATION

Map 3: Coastal High Hazard Area Map depicts the Coastal High Hazard Area (CHHA), which is defined in Section 163.3178(2)(h), Florida Statutes (F.S.) as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The CHHA depicts the areas of the county that are most vulnerable to flooding and wind damage from hurricanes and tropical storms, and includes virtually the entire barrier island system, including all of Belleair Beach.

Consistent with Section 163.3178(8), F.S., and the *Countywide Rules*, Belleair Beach discourages increases in density or intensity in the CHHA, as well as the siting of vulnerable uses such as hospitals, assisted living facilities, and mobile homes. Any proposed future land use amendments effecting such changes will be subject to a strict set of balancing criteria outlined in Future Land Use Policy 1.1.8.

Regulatory flood zones are established by the Federal Emergency Management Agency (FEMA). New Flood Insurance Rate Maps (FIRM) were issued for Pinellas County in 2021. *Map 4: Floodplain Map* depicts the FEMA flood zones for Belleair Beach. All new construction and redevelopment in flood zones will be in accordance with FEMA regulations.

To fulfill the requirements of Section 163.3178(2)(f), Florida Statutes, the City has adopted additional policy guidance for redevelopment strategies, engineering solutions, site development techniques and other best practices into the goals, objectives and policies of the Coastal Management and Conservation Element. It will continue to monitor projected flood risk and sea level rise impacts, and adjust long-range planning to account for observed conditions and any changes or refinements to the projection over time.

The City is also a signatory to the *Pinellas County Local Mitigation Strategy,* which was updated in 2020. The plan indicates that Belleair Beach is likely to experience threat, effect, or reoccurrence of coastal erosion, coastal flooding, flooding due to rainfall, tropical storms, and minor and major hurricanes.
The City coordinates with the Pinellas County Emergency Management Department regarding voluntary and mandatory evacuations for hurricanes and tropical storms, consistent with the *Local Mitigation Strategy*, the Tampa Bay Regional Planning Council's *Tampa Bay Regional Hurricane Evacuation Study*, and countywide evacuation procedures.

G. RECREATION AND OPEN SPACE

With 13 parks and a municipal recreation complex, the City has ample recreational facilities to meet the needs of its residents and visitors through the 2045 planning horizon. Recreational facilities are inventoried in Table 11.

Table 12: Recreational Facilities Inventory

Name	Area	Facility Improvements
Resource-Based Facilities		
South Park	7,353 sq. ft.	Bench
2nd Street Park	6,477 sq. ft.	Bench, dock
7th Street Park	5,929 sq. ft.	Bench, dock
16th Street Park	10,851 sq. ft.	Bench, dock
20th Street Park	6,599 sq. ft.	Bench, dock
25th Street Park	6,599 sq. ft.	2 Benches, dock
Belle Isle Park	10,881 sq. ft.	2 Benches
Hibiscus Drive Park	3,598 sq. ft.	Bench
Morgan Park	16,786 sq. ft.	Beach access, 3 benches, outdoor shower, paved parking, pavilion, 2 picnic tables, restrooms
Belleair Causeway Beach Area (County Right-of-Way)	7.41 acres	Open space
Activity-Based Facilities		
Municipal Complex	10,933 sq. ft.	Community room, offices
Parks		
Bayside Park (South side of Causeway Blvd., east of Harbor Dr.)	75,000 sq. ft.	beach access, basketball ½ court, exercise trail, gravel/paved parking, playground, shelter, tennis courts
Crossman Park (NE comer of Gulf Blvd. & Causeway Blvd.)	9,592 sq. ft.	Open space
SE corner of Causeway Blvd. & Cedar Dr.	34,000 sq. ft.	Parking for City Hall

Source: City of Belleair Beach, 2022

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H. INTERGOVERNMENTAL COORDINATION

Belleair Beach coordinates its planning activities with a variety of entities within the state, region, and county. These relationships are listed in Table 12.

Table 13: Intergovernmental Coordination Relationships

Agency	Subject
Florida Department of Economic Opportunity	Comprehensive Plan amendment review
Florida Department of Business and Professional Regulation	Florida Building Code
Florida Division of Emergency Management	Community Emergency Response Team
	National Flood Insurance Program
Florida Department of Environmental Protection	Florida Coastal Management Program
	National Environmental Policy Act
	Coastal Construction Control Line
	National Pollutant Discharge Elimination System
Southwest Florida Water Management District	Environmental Resource Permits
	Water quality restoration
	Reclaimed water projects
Tampa Bay Regional Planning Council	Regional Evacuation Study
	Regional Resiliency Action Plan
Forward Pinellas	Countywide Plan
	Long-Range Transportation Plan
	Transportation Improvement Program
Pinellas County Utilities	Potable water and reclaimed water service
	Wastewater service
Pinellas County Public Works	Roadway project coordination
Pinellas County Housing and Community Development	Affordable housing programs

Source: City of Belleair Beach, 2022; Forward Pinellas, 2022

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I. CAPITAL IMPROVEMENTS

The city is responsible for capital improvements related to the operation and maintenance of its stormwater system, solid waste collection, and recreation areas. There are no capital improvements needed to address deficiencies in level-of-service standards through the planning period. Analysis of infrastructure capacities as compared to the current and forecast population shows that new facilities are not needed in the next five years. Further, no facilities are proposed for replacement and no deficiencies exist within Belleair Beach.

Belleair Beach amends its plan on an annual basis to identify capital improvements, and those amendments are supported by adequate revenue sources and funding mechanisms. A policy is included in the Capital Improvements Element to require the provisions of the revenue sources and funding mechanism in the event of an amendment to add capital improvements.

The City's revenues are reported with its annual budget. This information is updated each fiscal year.

J. PRIVATE PROPERTY RIGHTS

In 2021, the Florida Statutes were amended to create Section 163.3177(6), establishing a Private Property Rights Element that all local governments are required to adopt into their comprehensive plans, ensuring that private property rights are considered as part of land regulation. The statute provides a model statement of property rights a local government may adopt to satisfy this requirement. In accordance with the new law, the City has adopted a new Private Property Rights Element using the model language.

K. PUBLIC SCHOOL FACILITIES

The Pinellas County School District has determined that the City of Belleair Beach is exempt from adopting school concurrency or a Public Schools Facilities Element. A letter of exemption was filed with the Florida Department of Community Affairs together with the City's comprehensive plan update on February 13, 2008.

L. DEFINITIONS

Airport, Seaport, Marina Use – A public or quasi-public facility for air or marine transport respectively, including such terminal, docking, hangar, storage, parking, transient accommodation, office, retail commercial, and eating/drinking facilities as may be directly related or accessory thereto.

Ancillary Nonresidential Use – Off-street parking and trash receptacle areas for adjacent, contiguous, nonresidential uses.

Arterial Road – A roadway providing automobile or multimodal transportation which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. Arterial roadways interconnect principal traffic generating activity centers within an urban area with the freeway system.

Buffer Area – A natural or landscaped area or strip of land, with or without such physical separation devices as a fence or wall, established to separate and insulate one type of land use from another land use; or to shield or block noise, lights or other nuisances; or to separate development and a natural feature so as to reduce the incompatibility between uses or features and protect the integrity of each.

Coastal Construction Control Line – The most recently adopted line established by the Florida Department of Environmental Protection, pursuant to Section 161.053, Florida Statutes, for Pinellas County.

Coastal High Hazard Area – The area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Contiguous – Parcels are considered contiguous if they are touching along a boundary or directly across any roadway or other right-of-way from each other.

Countywide Plan – Materials in such descriptive form, written or graphic, as may be appropriate to the prescription of strategies for the orderly and balanced future development of Pinellas County, pursuant to Chapter 2012-245, Laws of Florida, as amended. The Countywide Plan is comprised of the Countywide Plan Strategies, the Countywide Plan Map, and the Countywide Rules.

Density – The measure of permitted residential development expressed as a maximum number of dwelling units per net acre of land area.

Dwelling Unit – One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household. This term shall include any type of use authorized to be treated as a dwelling unit by Chapter 419, Florida Statutes, governing Community Residential Homes.

Floor Area, Gross – The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, parking garages, or loading space for motor vehicles.

Floor Area Ratio (FAR) – A measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the net land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the net land area.

Household – A family living together in a single dwelling unit, with common access to and use of all living and eating areas.

Impervious Surface – A surface that has been compacted or covered with a layer of material so that it is highly resistant or prevents infiltration by stormwater. It includes roofed areas and surfaces such as compacted sand, limerock, or clay, as well as conventionally surfaced streets, sidewalks, parking lots, and other similar surfaces.

Impervious Surface Ratio (ISR) – A measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the net land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the net land area.

Institutional Uses –Those facilities and services of a public, private, or quasi-public nature, including educational, medical, governmental, civic, and religious uses, such as schools, hospitals, courthouses, community centers, and churches.

Intensity – The measure of permitted development expressed as a maximum Impervious Surface Ratio and/or Floor Area Ratio per acre of net land area.

Land Use – The development that has occurred on the land, the development that is proposed on the land, or the use that is permitted or permissible on the land, under an adopted comprehensive plan or element or portion thereof, land development regulations, a land development code, or these Countywide Rules as the context may indicate.

Mixed Use – A combination of uses on a single property.

Multimodal Transportation – A combination of automobile, pedestrian, bicycle, and/or transit travel modes sharing a transportation facility or system. When used alone as an adjective, “multimodal” indicates the presence of characteristics supportive of such transportation (e.g., multimodal infrastructure).

Net Land Area – Net land area for the purpose of computing density/intensity shall be that total land area within the property boundaries of the subject parcel, and specifically exclusive of any submerged land or public road right-of-way existing at the time of the most recent future land use map amendment.

Nonconforming Lot, Use, or Structure – A lot, use, or structure which was previously legal and at inception conformed to the then-applicable regulations, that subsequently fails to conform to the requirements of the Countywide Plan Map and these Countywide Rules, as either may be amended from time to time.

Nonresidential Use – Those uses as provided for under the respective categories, other than residential or residential equivalent use.

Office Use – An occupation or service providing primarily an administrative, professional or clerical service and not involving the sale of merchandise; examples of which include medical, legal, real estate, design, and financial services, and like uses. No "Office Use" shall include any Personal Service/Office Support Use, Retail Commercial Use, or Commercial/Business Service Use, as specifically defined within these Countywide Rules.

Preservation Uses – Uses primarily providing passive open space, providing for the conservation and management of natural features, providing for watershed management and designed to recognize and protect open and undeveloped areas, providing habitat for endangered or threatened species, and generally recognizing environmentally significant areas.

Public Educational Facility – Elementary schools, special education facilities, alternative education facilities, middle schools, high schools, and area vocational-technical schools of the Pinellas County School District.

Public Recreation Facility – A publicly owned or leased recreation site or component thereof, used by the public for active or passive recreational pursuits such as a trail, marina, ball court, athletic field or swimming pool. This term includes both Facility-Based Recreation and Resource-Based Recreation, which terms may be distinguished between as to the use characteristics permitted within a given plan category.

Quasi-Public Uses – A noncommercial use, such as a private school or religious institution, which is open to and/or serves an identified membership, group of people (as opposed to the public), and/or partisan cause.

Recreation/Open Space Uses – Uses providing recreation facilities, sporting facilities, and open space, such as a park, public recreation facility, public beach/water access, and public or private golf course/clubhouse.

Religious Institution Use – A site, premise, or location that is used principally, primarily, or exclusively for the purposes of religious exercise as protected by the First Amendment to the U.S. Constitution.

Residential Equivalent Use – A residential-like accommodation other than a dwelling unit, including bed and breakfast, group home, congregate care, nursing home and comparable assisted living facilities. No such use shall be required or eligible to employ the residential equivalent standards for density/intensity for any household that qualifies as a dwelling unit. This use shall not include any type of use authorized by Chapter 419, Florida Statutes, Community Residential Homes, which is entitled to be treated as a dwelling unit.

Residential Use – A dwelling unit including, single-family, multifamily, and mobile home dwelling unit. This use shall include any type of use authorized by Chapter 419, Florida Statutes, Community Residential Homes, which is entitled to be treated as a residential dwelling unit.

Submerged Land – The area situated below the mean high water line or the ordinary high water line of a standing body of water, including ocean, estuary, lake, pond, river, stream, or existing natural and man-made drainage detention areas.

Temporary Lodging Use – A facility containing one or more temporary lodging units, the occupancy of which occurs, or is offered or advertised as being available, for a term of less than one (1) month, more than three (3) times in any consecutive twelve (12) month period.

Tidal Wetlands – Areas that are comprised of coastal marshes, mudflats and mangrove swamps that are subject to periodic flooding by ocean-driven tides.

Transportation/Utility Uses – Uses including transportation facilities and utilities infrastructure, such as an airport, seaport, marina, electric power generation plant, electric power substation, and telephone switching station.

Water-Dependent Use – A use that requires a location adjacent to a water body because of the intrinsic nature of its operations, such as seaports, marinas, and marine-related facilities.

Wetlands – Those areas that are inundated or saturated by ground or surface water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

ORDINANCE NO. 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.

WHEREAS, the City Council previously adopted and amended its Personnel Manual by the adoption of Ordinances 00-10, 04-03, 04-08, 05-0, 07-16;

WHEREAS, the City Manager, as the officer charged with the direction and supervision of all departments, offices and agencies of the City has advised the Council that it is desirable and prudent to revise and modernize the City's personnel policies;

WHEREAS, the City Council, upon the advice of the Manager and legal counsel, desires to amend and consolidate its personnel policies, and to provide for the future adoption of personnel policies via resolution;

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

Section 1. Repealing Previous Ordinances. The existing version of the Belleair Beach Personnel Manual and all appendices thereto, adopted in previous ordinances, are hereby repealed in their entirety.

Section 2. New Codified Provision. The City's Code of Ordinances shall be amended to add Chapter 2, Article IV, Division 1, Section 2-143, entitled "Personnel Policy Manual," which shall read as follows:

Sec. 2-143 – Personnel Policy Manual

The city shall have a personnel policy manual that will set forth personnel rules, employment-related procedures, and other terms and conditions of employment. Such personnel policy manual must be adopted by a resolution of the city council before becoming effective. The city council may, from time to time, adopt revisions to the personnel policy manual, or to any related employee benefits, through the adoption of a resolution, whether on recommendation from the mayor, city attorney, city manager, or on its own initiative.

Section 3. Severability. It is declared to be the intent of the City Council of the City of Belleair Beach that if any section, subsection, sentence, term, clause, or provision of this Ordinance is held invalid, or unconstitutional by any court of competent jurisdiction, the remainder of the Ordinance shall be construed, the invalidated portion shall be severed from this Ordinance and the remainder shall be construed as not having contained said section, subsection, sentence, term, clause or provision, and shall not be affected by such holding.

Section 4. Effective Date. This Ordinance shall take effect immediately upon its adoption upon its second and final reading.

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

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

ATTEST:

_____ _____

Patricia A. Gentry, City Clerk David Gattis, Mayor

APPROVED AS TO FORM:

_____

Randol D. Mora, City Attorney

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.

WHEREAS, the City Council of the City of Belleair Beach can set guidelines governing local elections in a manner consistent with state law; and

WHEREAS, Florida law does not specifically establish a uniform qualifying period for local elections; and

WHEREAS, Section 18-5 (a) of the City's Code of Ordinances presently limits the qualifying period to a set period beginning 88th day preceding the next regular election and expiring the 81st day preceding the next regular election; and

WHEREAS, the qualifying period set forth in Section 18-5 (a) of the City's Code of Ordinances imposes impractical limitations on the qualifying process preventing the efficient and effective of the City's local elections; and

WHEREAS, the qualifying period for the March 19, 2024 election, for example, would be limited to Friday, December 22, 2023, to Friday, December 29, 2023, spanning a weekend and the Christmas holiday, during which City Hall is expected to be closed and effectively limiting the resources and time available to candidates wishing to qualify for the March 2024 election; and

WHEREAS, the Pinellas County Supervisor of Elections also requires all qualified candidate submissions for local elections scheduled for March 2024, to be transmitted by December 19, 2023, which precedes the qualifying period presently set forth in the Section 18-5 (a) of the City's Code of Ordinances;

WHEREAS, the City Council of the City of Belleair Beach desires to establish the qualifying period by resolution for its elections, each year, affording sufficient time to comply with all deadlines established by the Pinellas County Supervisor of Elections while also providing sufficient time for the City and prospective candidates to secure, complete, and process all qualifying documents.

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

Section 1. Recitals Incorporated: Each of the above recitals are incorporated herein as the findings of the City Council.

Section 2. Amending City Code: Section 18-5 of the City's Code of Ordinances, entitled "Time for Qualifying", is hereby amended as follows:

Sec. 18-5. - Time for qualifying.

(a) No person shall qualify as a candidate in any regular city election prior to or following the qualifying period established by resolution of the city council. ~~to 8:00 a.m. on the 88th day preceding the next regular election, nor later than 12:00 noon of the 81st day preceding the next regular election~~.

(b) The qualifying period for a special election shall be by resolution of the city council in accordance with the provisions of section 5.05(b) of the City Charter.

(c) The city manager, and the city clerk, as the city's supervisor of elections, are authorized to contract with the Pinellas County Supervisor of Elections to change the date of the municipal elections to coincide with the date of a presidential preference primary election as provided for by state law.

Section 3. Severability: It is declared to be the intent of the City Council of the City of Belleair Beach that if any section, subsection, sentence, term, clause, or provision of this Ordinance is held invalid, or unconstitutional by any court of competent jurisdiction, the remainder of the Ordinance shall be construed, the invalidated portion shall be severed from this Ordinance and the remainder shall be construed as not having contained said section, subsection, sentence, term, clause or provision, and shall not be affected by such holding.

Section 4. Effective Date: This Ordinance shall take effect immediately upon its adoption.

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

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

_____
Dave Gattis, Mayor

ATTEST:

_____
Patricia Gentry, City Clerk

APPROVED AS TO FORM:

_____
Randy Mora, City Attorney

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.

WHEREAS, as of August 28, 2023, Tropical Storm Idalia/Hurricane Idalia posed a serious potential threat to the residents and property of Belleair Beach; and

WHEREAS, Tropical Storm Idalia/Hurricane Idalia had the potential to cause extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, it was therefore necessary for the City of Belleair Beach to take protective measures to ensure the safety of its residents and property; and

WHEREAS, on August 26, 2023, the Governor of the State of Florida promulgated Executive Order 23-171 declaring a State of Emergency as a result of Tropical Storm Idalia/Hurricane Idalia; and

WHEREAS, the Pinellas County Board of County Commissioners declared a State of Emergency effective on Monday, August 28, 2023; and

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Belleair Beach to declare a State of Emergency allowing the City to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to various enumerated powers; and

WHEREAS, the City Council of the City of Belleair Beach adopted Resolution 2023-05 declaring a State of Emergency on August 28, 2023, within the City of Belleair Beach; and

WHEREAS, Hurricane Idalia made landfall around Keaton Beach, in Taylor County, Florida, on or about August 30, 2023, at 8 a.m., with maximum sustained winds estimated at 125 mph; and

WHEREAS, the City experienced severe weather conditions and the City's emergency response teams and various departments have been able to manage the situation with the capacity to utilize some of the extraordinary powers authorized by the Proclamation of Emergency pursuant to state law; and

WHEREAS, as of August 31, 2023, the conditions causing the State of Local Emergency to be declared regarding Tropical Storm Idalia/Hurricane Idalia were no longer present in the City of Belleair Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, DULY ASSEMBLED THAT:

Section 1. Each of the above recitals are incorporated herein as the findings of the City Council.

Section 2. A State of Local Emergency presented by Tropical Storm Idalia/Hurricane Idalia existed effective the 28th day of August, 2023, for all territory within the legal boundaries of the City of Belleair Beach, Florida.

Section 3. The State of Local Emergency in the City of Belleair Beach presented by Tropical Storm Idalia/Hurricane Idalia is hereby terminated effective 5 p.m. on August 30, 2023.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, THIS _____ day of September, 2023.

_____
David Gattis, Mayor

ATTEST:

_____
Patricia Gentry, City Clerk

APPROVED AS TO FORM:

_____
Randy Mora, City Attorney

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.

WHEREAS, the City Council previously adopted and amended its Personnel Manual and related documents by the adoption of Ordinances 00-10, 04-03, 04-08, 05-0, 07-16; and

WHEREAS, the City Manager, as the officer charged with the direction and supervision of all departments, offices and agencies of the City has advised the Council that it is desirable and prudent to revise and modernize the City's personnel policies; and

WHEREAS, the City Council, upon the advice of the Manager and legal counsel, desires to amend and consolidate its personnel policies, and to provide for the formalized adoption of personnel policies via resolution; and

WHEREAS, in public meetings held in August and September 2023, the City Council of the City of Belleair Beach adopted Ordinance No. 2023-04, repealing previously adopted versions of the City's Personnel Manual and related documents, and providing for the adoption of future versions of the City's personnel policies via resolution.

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

Section 1. Recitals Incorporated: Each of the above recitals are incorporated herein as the findings of the City Council.

Section 2. Personnel Policy Manual Adopted: The City Council hereby adopts the Personnel Policy Manual ("PPM"), attached here, in its entirety, as **Appendix A** to this Resolution, establishing the policies and procedures applicable to the City's employees.

Section 3. Severability: It is declared to be the intent of the City Council of the City of Belleair Beach that if any section, subsection, sentence, term, clause, or provision of this Resolution is held invalid, or unconstitutional by any court of competent jurisdiction, the remainder of the Resolution shall be construed, the invalidated portion shall be severed from this Resolution and the remainder shall be construed as not having contained said section, subsection, sentence, term, clause or provision, and shall not be affected by such holding.

Section 4. Effective Date: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, THIS _____ day of September, 2023.

_____
David Gattis, Mayor

ATTEST:

_____
Patricia Gentry, City Clerk

APPROVED AS TO FORM:

_____
Randy Mora, City Attorney

City of Belleair Beach

Personnel Policy Manual

Adopted by Resolution 2023-07

Welcome

Welcome to the City of Belleair Beach! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further our organization's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, the City of Belleair Beach will continue to achieve its goals. We sincerely hope you will take pride in being an important part of our success.

This manual was created to provide a guide for employees. It contains policies and procedures that affect your employment. As such, please take time to review the policies contained in this manual. If you have questions, feel free to ask the City Manager.

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Purpose of the Personnel Policy Manual; General Employment Policy Statement

Excellence in government public service is attained, in part, through personnel systems that reflect merit principles and sound administrative management. It is the intent of the Belleair Beach City Council that its Personnel Policy Manual provide firm and clear direction to its employees.

Furthermore, it is the intent of the Council that no unlawful discrimination will exist in the application and administration of any Belleair Beach policy, practice, rule, or regulation.

The City Manager is charged with ensuring that the provisions of this Policy are implemented and made known to the employees of Belleair Beach.

This Personnel Policy Manual contains information about the employment policies and practices of the City. These policies reflect the City's values, and we expect each employee to read this Personnel Policy Manual carefully as it is a valuable reference for understanding your job and the City. The provisions contained within this Manual are and shall be considered as part of the terms and conditions of employment of all employees of the City and should thus be adhered to by all City employees. The City Council reserves the right to establish, modify, or make exceptions to these rules when necessary. Any question concerning the interpretation or application of these rules shall be referred to the City Manager for resolution.

This Personnel Policy Manual supersedes all previously issued handbooks or policy manuals. No oral statements or representations can change the provisions of this Personnel Policy Manual.

The City endeavors to include a comprehensive overview of the rules and policies governing employment with the City within this Personnel Policy Manual. However, there may from time to time be additional personnel rules, procedures or policies issued by the Council. The City Manager may also issue additional administrative rules so long as such additional rules do not conflict with the provisions in this Manual. All such additional rules shall be in writing and constitute a part of an employee's terms of employment.

Nothing in this Personnel Policy Manual or in any other document or policy is intended to violate any local, state, or federal law. Nothing in this Personnel Policy Manual is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Florida Statutes Chapter 447. Furthermore, nothing in this Personnel Policy Manual prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

Employment at Will

Employment at the City of Belleair Beach is on an at-will basis unless otherwise stated in a written individual employment agreement.

This means that either the employee or the City may terminate the employment relationship at any time, for any or no reason, with or without notice.

Nothing in this Manual creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no City representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. To the extent the City's personnel forms or procedures use words such as 'provisional,' 'probationary,' or 'regular' employee, the use of such words shall have no interpretation which is contrary to City employees' at-will status. The City neither guarantees employment nor offers tenure.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Equal Employment Opportunity and Discrimination Policy

Equal Opportunity

It is the continuing policy of the Belleair Beach Council to promote the concepts of equal employment opportunity in its employment function, and to comply with all federal, state, and local laws, rules and regulations pertaining to fair employment practices.

1. All employees and applicants for employment will be treated fairly with respect to all terms and conditions of employment regardless of race, color, religion, national origin, ancestry, sex, age, marital status, genetic profile, or any physical or mental disability which does not preclude the performance of the employee's essential job functions with or without reasonable accommodation(s).

2. All personnel opportunities and decisions related to employment, promotions, transfers, reclassifications, compensation, benefits, performance ratings, training courses and programs, layoffs, returns from layoff, terminations, and all other aspects of employment with the City will be in accordance with the principles of the merit system, which afford equal opportunity by imposing only valid requirements.

3. The City Council reaffirms its commitment to equal employment opportunity through open and non-exclusive advertisements of job openings, promotion opportunities, as well as through all other constitutional efforts at affirmative action.

4. Employees who allege that they have been unlawfully discriminated against or treated unfairly in the application or employment process must follow the steps outlined in this Personnel Policy on Illegal Harassment or Discrimination. Non-employee applicants and applicants for temporary employment alleging unlawful discrimination must submit their complaint in writing to the City Manager, who will conduct an investigation in accordance with the applicable portions of this Manual.

The City of Belleair Beach expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the City of Belleair Beach will make reasonable accommodations for the known physical or mental impairments of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation to perform the essential functions of their job, enjoy an equal employment opportunity and/or obtain equal job benefits should contact the City Manager to request such an accommodation. The City Manager will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the City receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The City will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the City and/or a direct threat to the health and/or safety of the individual or others, the City will generally make the accommodation, or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

The City of Belleair Beach will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth, and lactation when supported by medical documentation and/or as required by applicable federal, state, or local law.

The City will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Illegal Discrimination or Harassment

1. Policy

    a. Belleair Beach is committed to providing workplaces that are non-discriminatory and afford equal treatment to all. The City will not condone or tolerate illegal discriminatory behavior. This specifically includes sexual harassment and any other type of harassment or discriminatory conduct based on race, color, national origin, religion, sex, marital status, age, citizenship, or disability (protected classes).

    b. Employees shall not engage in conduct which violates this policy at any time during working hours, or on City premises while off duty, or while off duty and interacting with fellow employees (including interactions on social media).

    c. All administrative and supervisory personnel are expected to abide by the City's commitment to equal opportunity and treatment under the law and to ensure that this policy is fully implemented and enforced.

    d. Due to the severity of illegal discriminatory conduct, and the legal questions which are often involved in investigating such conduct, the procedures in this policy shall be used in investigating and dealing with illegal discrimination complaints.

2. Definitions

    a. Illegal harassment or discriminatory conduct can be any verbal or physical conduct that belittles or otherwise shows hostility or aversion toward an individual or group based upon that individual's or group's race, color, religion, gender (including sexual orientation or transgender status), national origin, marital status, age, citizenship, or disability, and that for a reasonable person:

        1. has the effect of creating an intimidating, hostile, or offensive work environment; or

        2. has the effect of unreasonably interfering with an individual's work performance; or

        3. otherwise adversely affects an individual's terms and conditions of employment.

    b. Examples of illegal harassment include, but are not limited to, epithets, slurs, jokes, negative stereotyping, or other acts which are threatening, intimidating, or hostile in nature, that relate to a protected class, or any display of written or graphic material such as photographs or cartoons that belittles or shows hostility or aversion toward an individual or group because of the same.

    c. Sexual harassment is generally defined as abusive treatment of an employee by the employer or by a person or persons under the employer's control, which would not occur but for the person's sex, when:

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

(2) submission to such conduct by an individual is used as the basis for employment decisions affecting the individual; or

(3) such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive work environment.

d. Examples of conduct which may constitute sexual harassment may include, but are not limited to, the following:

(1) unwelcome sexual advances, flirtations, or propositions

(2) actual or implied demands for sexual favors in exchange for favorable treatment or continued employment

(3) unwelcome jokes or remarks of a sexually oriented nature

(4) verbal abuse of a sexual nature

(5) unwelcome commentary about an individual's body, sexual prowess, attractiveness, or sexual deficiency

(6) any display in the workplace of sexually suggestive objects, pictures, posters, or reading material

(7) a coerced sexual act or assault

(8) uninvited physical contact of a sexual nature such as pinching, grabbing, patting, or brushing against another person

(9) uninvited leering, whistling, or gestures of a sexual nature

3. Procedure

a. Any employee or applicant who believes that he or she is being or has been illegally discriminated or retaliated against or harassed must file a timely written complaint with the City Manager. To the extent the City maintains an official form for the purpose of filing a charge under this section, such form must be used, and all questions therein responded to fully.

b. If the complaint is against the City Manager, the employee shall report the complaint to the Mayor or City Attorney.

c. Supervisors MUST NOT INITIATE INVESTIGATIONS ON THEIR OWN. Rather, they are responsible for immediately bringing any allegation or concern related to potential cases of illegal discrimination or harassment to the attention of the City Manager (or Mayor/City Attorney if the complaint is against the City Manager).

d. The City Manager will be responsible for evaluating all complaints under this policy, obtaining advice of the City Attorney as needed, and making the determination on whether an internal investigation is warranted. In cases where such an investigation is determined to be warranted, the City Manager will designate an appropriately qualified person or persons from outside the employee's operational area (who may be a City official or qualified external investigator) who shall be responsible for conducting a prompt, thorough and objective investigation.

e. Employees questioned during the course of an investigation are obligated to cooperate in a full and honest manner. No employee shall face any form of reprisal for making a complaint or for his or her cooperation with an internal investigation. Employees who either refuse to cooperate in an internal investigation, or who intentionally give false information at any point within an investigation, shall be subject to disciplinary action which may include termination.

f. Once an internal investigation has been concluded, the City Manager (or City Council if the complaint was against the City Manager) will review the investigator's written report. The City Manager (or Council) will determine the remedial action to be taken if any is required. A final written report containing final findings and the actions taken will be generated at the conclusion of the investigation and review, with a copy provided to the complainant. Individuals against whom allegations were raised will likewise be entitled to receive a copy of the final report upon request.

g. Once an investigation has been concluded, it shall be the responsibility of the City Manager (or designee of the Council if the complaint is against the City Manager) to implement the remedial actions which have been found to be necessary and appropriate. The City Manager shall be responsible for monitoring the workplace situation, and should be contacted by the complainant or other affected parties if they at any point feel that either retaliation is taking place, or the illegal behavior is continuing.

This internal complaint and investigation process does not preclude an aggrieved employee from filing a complaint with the United States Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. However, failing to first utilize this internal procedure may under the law result in the loss of important legal rights.

Code of Conduct

Code of Conduct

This code of conduct establishes policies for the City of Belleair Beach regarding conflicts of interest which may result from soliciting or accepting gifts, gratuities, or unauthorized compensation; the appropriateness of outside employment; the use of one's position; personal

contractual relationships; using or giving information for gain; or procuring and delivering contractual services or work; and related or associated matters.

All employees are expected to honor and adhere to the ethical obligations inherent in public service.

Article II, Section 8 of the Florida Constitution states, "a public office (or position) is a public trust." As stewards of the public trust, all employees must use the powers and resources of the City, entrusted to them by the public, to further the public interest and not for any personal gain or financial benefit. Therefore, City employees:

- Shall not accept benefits of any sort under any circumstance which could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of such employee.
- Shall not engage in outside employment or financial transactions of any kind with any person, entity, firm, or corporation doing business with the City when such transactions may constitute a conflict of interest.
- Should seek guidance, for their own protection, by submitting the details of questionable situations, in writing, to the City Manger before engaging in such questionable activity.

Many issues pertaining to conflicts of interest may require legal opinion in that such issues are broadly addressed by provisions of the state constitution, state statutes, and/or rules of the commission on ethics. The City Manager, in concert with the City Attorney, shall be responsible for rendering final determination regarding all issues pertaining to conflicts of interest.

Ethical violations such as described above and herein shall be considered as cause for disciplinary action up to and including dismissal from employment with the City of Belleair Beach.

Standards of Conduct

Disciplinary Actions and Discharges

Since employment with the City is at-will, employees may be discharged for any or no reason. However, the City wishes to provide employees with information on what standards will apply to their work with the City, and information on the City's disciplinary philosophy.

General Provisions

a. The level of discipline an employee will receive for a given offense varies in each case depending on the employee's past work and discipline record, seniority, and the severity of the offense.

b. Employees may be disciplined by written notice alone (with or without other conditions), suspension, probation, demotion, discharge, or combinations of these for an action or failure to act which adversely affects job performance or the efficient operation of the City or the employee's work unit. It is the intent of the City that employees succeed within their own work units. Therefore, transferring of unsuccessful employees from one operational area to another is a disfavored practice, and will not generally be used to address employee performance or misconduct issues.

c. In lieu of formal disciplinary action, the City Manager may elect to offer and enter into a last chance agreement or voluntary separation agreement with an employee. The City Attorney shall assist in the drafting and review of any such agreements.

Performance and Conduct Rules

To assure safety and security and provide the best possible work environment, the City expects employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, up to and including termination of employment:

- Lying, falsifying an official document including employment applications, medical examination forms, accident records, insurance records, leave or payroll records, purchase orders, or any other dishonesty connected with the employee's job or the operation of the City;
- Incompetency or inefficiency in the performance of assigned duties;
- Inability to perform the essential functions of the employee's position with or without reasonable accommodation, including the inability to maintain regular attendance;
- Insubordination including refusing to perform work when assigned, or to comply with written or verbal instructions of the supervisory force, including the use of abusive or threatening language or behavior directed toward a supervisor;
- Conviction or guilt of a felony or a misdemeanor of the first or second degree as defined by Florida statutes or federal criminal law, without regard to or status of any criminal proceeding, or any violation of a county or municipal ordinance involving moral turpitude, while either on or off the job;
- Unlawful or improper conduct, either on or off the job, which would tend to affect the employee's relationship to his or her job, his or her fellow workers, or the City's reputation or goodwill in the community;
- Engaging in discriminatory or harassing behavior of a verbal or physical nature which includes, but is not limited to, slurs, epithets, jokes, negative stereotyping, or other acts that relate to race, religion, gender, national origin, marital status, age or disability; or any display or written or graphic material such as photographs or cartoons that denigrates or

shows hostility or aversion toward any individual or group because of same; as prohibited by the City's EEO/anti-discrimination or harassment policy;

- On or off the job conduct which adversely affects the ability of the employee to perform his/her duties or the ability of another employee to perform his/her duties. This includes conduct that adversely affects the efficient operation of the City or its work units;
- Failure to comply with ethical requirements in law or these Policies, including the acceptance of a gift under circumstances from which it could reasonably be inferred that the giver expects preferred treatment in a City-related matter;
- Recording the work time of another employee, or soliciting or allowing any employee to record another employee's work time, or allowing falsification of any timecard, whether yours or another employee's;
- Violation of Florida Statute § 447.505, prohibiting public employees from participating in any strike against a public employer;
- Theft or the deliberate or careless damage of any City property or the property of any employee or client;
- Failure to obtain and maintain, or suspension or revocation, of a state, federal or other license/certificate required or essential to the performance of the employee's job, and failure to inform the City of such suspension or revocation of license/certification;
- Failure to notify the City Manager or employee's City Manager of any criminal arrest, charge, or conviction within three (3) business days of such arrest, charge, or conviction;
- The loss, suspension, or revocation of a driver's license when driving duties and/or possession of a valid driver's license are requirements for the employee's job;
- Use of City materials, supplies, tools or products for personal reasons, or operating using, or possessing tools, equipment, or machines to which the employee has not been assigned, or performing other than assigned work;
- Use of City vehicles for other than City business, or the failure to use seat belts while driving or riding in City vehicles, or any other violation of the policies on the use of vehicles for City business;
- Carelessness or negligence in handling or control of City property or the improper appropriation of City property;
- Willful or negligent failure to follow safety rules or procedures;
- Abuse of the City's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possession, use, sale, purchase, or attempt to sell or purchase, any illegal controlled substance, on or off duty; misuse of prescription drugs while on duty;
- Consumption or possession of any alcoholic beverage on duty or while operating or riding in or on City vehicles or equipment or immediately prior to driving a City vehicle or operating City equipment;
- Reporting to work, or working with, the presence of alcohol or illegal drugs in one's body; or failure to inform supervisor of use of prescription or non-prescription medication which

may affect the employee's ability to safely and effectively perform job functions, or otherwise reporting to work while either mentally or physically unfit to perform duty;

- Refusal to submit to drug or alcohol testing as provided for in this policy or as may be required by law; attempting to contaminate test specimens or otherwise interfering with drug or alcohol testing procedures;
- Provoking a physical fight or engaging in physical fighting during working hours or on business premises;
- Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City or to testify at any hearing or proceeding when directed to do so;
- Interference with the work of another employee;
- Conducting personal business during duty hours;
- Carrying firearms, weapons, or dangerous substances at any time, on premises owned or occupied by the City, unless state law provides otherwise. Note: This prohibition applies only to the extent allowed by applicable state law. Florida specifically gives the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot; therefore, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building;
- Threatening, intimidating, coercing, or interfering with fellow employees, supervision, or the public while on duty, including the use of abusive, foul, or obscene language;
- Discourteous, insulting, abusive, or inflammatory language or conduct toward any person, which disrupts the workplace or serves to offend any citizen, vendor, or other person with whom the employee comes into contact during the performance of duties;
- Failing to obtain permission to leave work during normal working hours or taking more than specified time for meals and rest periods;
- Failing to observe working schedules, including meal and rest breaks, or habitual failure to properly and timely complete record of time worked;
- Knowingly permitting another person to use a City identification or access card, or using another person’s identification or access card, or altering a City identification or access card;
- Failure to keep the City Manager notified of current address and telephone number;
- Failure to report a work-related accident, illness, or injury to the City Manager;
- Unauthorized posting or removal of any matter on or from any City website, social media site/account, bulletin boards or other physical or digital City property or account;
- Failure to obtain and keep current the required authorization for outside employment;
- Failure to pay just debts due, including debts to the City, or failure to make reasonable provision for the future payment of such debts, thereby causing operational disruption to the City or its employees or agents;
- Productivity or workmanship not up to required standards of performance;

- Sleeping during work hours or disregarding job duties by loafing or neglecting work during working hours or stopping work, wasting time, or loitering, or temporarily leaving assigned work area during working hours without permission;
- Unauthorized distribution of written or printed matter of any description on City premises;
- Failure to report immediately to the City Manager the loss of a City identification card or access keys;
- Failure to properly wear a complete City uniform as provided by the employee's department, or to display proper City identification as required by City rules;
- Unexcused absenteeism or tardiness, including failure to report to duty at any reasonable time;
- Failing to follow leave request procedures or giving false information to access leave, failure to provide medical documentation from a health care provider when requested or required to do so in support of a sick leave or reasonable accommodation request;
- Working overtime without authorization or refusing to work assigned hours;
- Being absent without permission or leave;
- Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation benefits, health insurance payments, or other benefits;
- Knowingly harboring without proper treatment, a communicable disease, which may endanger the health of other employees;
- Concerted curtailment or restriction of production or interference with work in or about the City's workstations including, but not limited to, instigating, leading or participating in any walkout, sit-down, stand-in, slowdown, sick-out, refusal to return to work at the assigned time for the scheduled shift, or participation in a strike or any concerted activity against the City as defined in Florida Statutes;
- Failure to report to the City Manager or City Clerk a request for information, or receipt of a subpoena from an attorney, law firm, or court of law in connection with City related litigation;
- Unauthorized vending, soliciting, or collecting contributions at any time on City premises;
- Failure to comply with the City's computer and internet use policies;
- Political campaigning in writing, orally, or by telephone while on the job or during work hours;
- Violating any safety, health or security policy, rule, or procedure of the City;
- Theft or misappropriation of City funds or other assets;
- Violation of a City rule, procedure, order or regulation, any statute or ordinance related to City employment, or any provision of this Policy; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Drugs and Alcohol

The City has zero tolerance for abuse of alcohol and/or drugs in the workplace. The City provides testing and treatment programs to ensure prevention of substance abuse. Employees with job classifications which are covered by Florida Department of Transportation (FDOT) regulations are subject to random drug and alcohol testing.

The City Manager may use discretion in requiring drug or alcohol testing if a City employee is injured on the job or appears impaired by alcohol or drug abuse. Although the City has adopted a drug-free workplace policy, there must be "reasonable suspicion" that drug or alcohol abuse contributed to the accident or inability to perform.

General Statement on Conduct and Performance Correction

a. For corrective action taken against an employee who has violated City policy, the range of corrective action includes a verbal warning to a formal performance improvement program (PIP) which may include an unpaid suspension from employment. Corrective action will continue until the violation or infraction is corrected.

b. Each employee's past record, tenure, position held, and other factors will be considered on a case-by-case basis when determining how the employee's misconduct or performance problems are addressed within the correction and disciplinary realm. However, in general, the City believes in the concept of progressive discipline. Therefore, the steps in corrective action will usually be:

    (1) verbal counseling/warning

    (2) written counseling/warning

    (3) written disciplinary notice (which will find a violation has occurred and may impose a period of suspension or demotion)

    (4) written disciplinary notice informing the employee of her or his termination.

In addition to these progressive discipline steps, the City Manager may also develop a performance improvement plan providing for measures which are calculated to bring the employee's conduct or performance back in line with the City's conduct rules and required levels of job performance. An employee's failure to successfully complete a performance improvement plan may result in termination.

Name Clearing Hearings

When an employee is discharged, and where the employee believes that his or her file contains stigmatizing information connected with the discharge, or where a City official publishes information post-termination and connected with the discharge, and which information the

employee believes is stigmatizing, the employee may, within ten (10) calendar days of receiving notice of the publishing of the post-termination information, request a hearing for the sole purpose of responding to the information considered to be stigmatizing.

In the event such request is made, the City will appoint a hearing officer to conduct a name-clearing hearing, and shall provide the discharged employee an opportunity to clear his/her name as related to the alleged stigmatizing information.

Upon hearing from the former employee and any relevant City witnesses, a hearing officer appointed by the City Manager may recommend to the City Manager that a demonstrably false or incomplete statement or conclusion in a file be supplemented with the former employee's side, that the City issue a retraction or clarification of a demonstrably false or incomplete statement to the public, or some other measure requested by the former employee so as to eliminate or reduce the alleged unwarranted stigma. The hearing officer may also decide to make no recommendation if one is not warranted. The mere confirmation that the former employee had been discharged, the fulfillment of a public records request for documents related to the discharge, or the former employee's disagreement with a discharge decision, will not be proper foundations for a name-clearing hearing. Such a hearing shall not entitle the employee to any relief from discharge.

Employee Ethics

1. Officer and Employee Ethics: City officers and employees are required to conduct the affairs of the City in an ethical manner in accordance with the Code of Ethics for Public Officers and Employees (Florida Statutes 112.311 - 112.326), including, but not limited to, the following:

    a. Duties and obligations will be discharged in a manner that reflects credibility upon the City. Conduct that gives the appearance that decisions and actions are motivated by personal relationships or for personal gain do not meet the standards of conduct for employees under the Policy.

    b. In conducting the affairs of the City, no employee shall seek or assure a favorable decision or service by any person or entity, public or private, through acceptance of gifts, loans, favors, or any other form of unethical or unlawful conduct.

    c. Employees shall not be employed or accept employment with any business entity or agency or engage in a professional activity which might result in a conflict of interest or cause/require the employee to disclose confidential information acquired as a result of his/her official capacity with the City. Approval of secondary employment shall be obtained from the City Manager.

    d. No City officer or employee shall solicit or accept anything of value to the recipient such as a gift (including Christmas gift), favor, loan, reward, promise of future employment, preferred service, benefit, or concession that would reasonably tend to

improperly influence the officer or employee in the discharge of his or her official duties or give the appearance of improperly influencing the officer or employee.

e. No City officer or employee shall disclose/use information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

f. No City officer or employee shall transact, or solicit to transact any business in his or her official capacity with any business entity of which the officer or employee, or his or her spouse or child is an officer, director, agent, or member, or in which the officer or employee or his/her spouse or child owns a financial interest, or otherwise has any material interest therein. No City officer or employee, acting in a private capacity, shall transact or solicit to transact any business with the City, or with any of its subdivisions or agencies.

g. No City officer or employee shall have personal investments in any business which would, in the opinion of the City, reasonably create a conflict between his or her private interests and the City's interest.

h. No City officer or employee or his or her spouse or minor child shall, at any time, accept any compensation, payment or thing of value when he or she knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his or her official capacity.

i. No City officer or employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with the City, or any part of the City of which he or she is an officer or employee. Nor shall any City officer or employee have or hold any employment or contractual relationship which will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties, or that would impede the full and faithful discharge of his or her public duties.

j. Violations of the Code of Ethics for Public Officers and Employees are violations of State law and can result in fines, removal from employment, and criminal conviction; as well as in discipline including discharge from City employment.

2. Certain City public officers and employees, including "Local Officers," "Procurement Employees," "Legislative Analysts," and those who are required by law to file either limited financial disclosure forms (Form 1), or full financial disclosure forms (Form 6), are under more stringent requirements, especially with regard to the acceptance of gifts and honoraria. These individuals may request additional guidance as to their ethical obligations from the City Attorney.

3. City employees are encouraged to seek guidance from the City Manager if there is any question whatsoever about the propriety of any contemplated action prior to such action

being undertaken. A copy of the statutory Code of Ethics may be obtained online or by contacting the City Clerk or Florida Commission on Ethics website. Employees may also request, with the approval of the City Manager, a formal opinion from the Florida Commission on Ethics in Tallahassee. Such requests shall be directed to the City Attorney, who shall formulate the request and be the point of contact with the Commission.

4. Procedures Upon Offering of Group Gift – From time to time, including during holidays, City crews or individual employees may receive or be offered gifts including gift certificates, baskets, tickets, food, or other items of value, from developers, vendors, contractors, lobbyists and other persons who conduct, have conducted, or seek to conduct business with the City. In such instances, such gifts or offers should be reported to the City Manager so that the gift or offer may be evaluated under the applicable ethics laws. In cases where it is determined that a gift or offer may not be accepted, the gift will be returned or offer declined. Nothing herein, however, prevents any person from presenting a gift to the City, which gift may be accepted on behalf of the City by the City Manager or City Council and used at the City's sole direction.

5. While City employees may, given their positions, attend meetings and provide information, no current employee of the City may serve as a member of any City board, commission, task force or other body, nor hold any other office of City government, including advisory bodies. Nothing herein shall be interpreted as preventing employees from holding any office of any other governmental entity, or from serving on the board of directors of any corporation, so long as no other ethical conflict prevents such service.

Employees who may wish to disclose information concerning alleged violations of law or gross mismanagement, malfeasance, waste of public funds or neglect of duty by a City agent, official or contractor must follow the City's Whistle-Blower procedures.

Political Activity

1. No person shall be appointed to, demoted, or dismissed from any City position, or in any way favored or discriminated against with respect to employment with the City, because of political opinion or affiliations.

2. No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure for any person an appointment or advantage in appointment to a position in the service of the City, or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person, or for any other political consideration.

3. As an individual, each employee retains all rights and obligations of citizenship provided in the Constitution and laws of the State of Florida and the Constitution and laws of the United States of America. However, no employee of the City shall:

    a. Take any active part in a political campaign while on duty or within any period of time during which they are expected to perform services for which they receive

compensation from the City. This will include making or distributing flyers, hand cards, or other campaign or political items in the workplace; or making use of any City equipment, service, or facility in furtherance of any campaign or political purpose.

b. Use the authority of their position to secure support for or oppose any candidate, party or issue in an election or affect the results thereof.

c. Use any promise or reward or threat of loss to encourage or coerce any employee to support or contribute to any political issue, candidate, or party.

d. Display on their person (while on duty), City vehicles or in their workplace, any button, sign, decal, or other symbol of support for any elected official, political party, issue, or candidate for public office.

e. Appear in any print, television, radio, or other form of advertisement for any elected official, political party, issue, or candidate while wearing a City uniform, or while identifying oneself as an employee of the City.

Nothing herein shall be interpreted as prohibiting a City employee from using City resources related to state or local referendum or initiative to the extent authorized by Florida Statute § 106.113 where that employee's duties permit or require such work, and where the City Council has adopted a policy or position concerning the matter.

4. An employee who takes any step to run for a Belleair Beach Council seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with the City as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective public office or applying for appointment to any appointive public office.

5. An employee elected to public office other than as a Belleair Beach Council Member shall resign from City employment if the elected position presents any conflict of interest or interference with the employee's City job. The City Manager may grant written permission to remain in the City job if no such conflict or interference exists. For purposes of this section, a conflict of interest will be determined in the sole discretion of the City Manager or the City Council regardless of any other determination.

6. Any person who violates any provision of this section shall be subject to disciplinary action, including discharge. However, nothing herein shall be construed to prohibit an employee's right to file a complaint of workplace discrimination or harassment, to raise a concern regarding workplace safety, to report to appropriate authorities the misuse or

theft of City assets, or to engage in casual workplace discussions on social or political topics, so long as such discussions do not, in the judgment of management, interfere with the orderly, peaceful, and efficient performance of assigned duties or with the valid exercise of authority of management. Employees having questions concerning political activities or the interpretation of this policy should consult the City Manager.

Employment Relationship

Employment Rules and Procedures

1. In the interest of hiring "best qualified and available" candidates to meet City employment requirements, and to avoid favoritism in hiring practices, the City Manager is responsible for ensuring that all interested applicants have an equal opportunity to apply for City employment.

2. Notices of open positions will be published interdepartmentally and/or publicly according to the department's request and concurrence of the City Manager. Notwithstanding the foregoing, where the City Manager or other official with delegated hiring authority determines that a particular candidate is fully qualified for a position (for instance where an intern or employee in acting status has been working successfully in the position for some time), that candidate may be offered the position without the need to post the position. However, to prevent undue favoritism or nepotism and ensure a diverse, well qualified work force, this exception must be used only on approval of the City Manager, and should not be regularly used in place of posting opportunities and allowing candidates to apply.

3. Applicants for City employment apply for employment in the form and manner, including electronic application submission, as the City designates. Applicants who make initial contact with an individual City department or official, and applications/resumes received by other City departments or officials, shall be directed to the City Manager to complete the standard application process.

4. Applications are accepted for announced openings during the published advertising period. If no advertising period is established, the position shall be open until filled.

5. The City Council is authorized to make an offer of employment to all persons selected to fill positions established by the City Charter (City Manager and Clerk). Other vacancies shall be hired by the City Manager as provided for in this Policy Manual.

6. Once a position has been filled, the position is closed. Should an opening for the same position come open again within ninety days after first being filled, the City may make an offer to the next most qualified candidate from among the original applications. Alternatively, or if the vacancy arises more than sixty days later, the position will, absent an exception approved by the City Manager, be re-advertised and new applications sought.

7. Current employees chosen for an interview for other City jobs will be allowed to interview during work hours if necessary. The City will work with the employee to make reasonable adjustments to the employee's schedule to permit the interview. If the interview takes place during the employee's scheduled work hours, the time will not be paid, and employees should use available vacation leave for such purposes. All other interviews are unpaid.

8. The City Manager may establish eligibility registers for positions as required by turnover frequency or other recruitment issues. Positions that are identified by departments or the City Manager as being vacant on a regular basis or having certain recruitment needs, may have an eligibility register of qualified applicants established.

9. No employee may begin activities associated with working for the City, including engaging in post-offer screening activities, until the candidate accepts, electronically or otherwise, a conditional offer of employment. No term or condition of employment not consistent with this Policy Manual, including matters of pay, bonuses, leave advances, moving expenses, or other similar matters, shall be effective unless included within a conditional offer of employment.

10. The City Manager is authorized to adopt such forms and procedures as are deemed necessary to effectively implement these employment policies and to conduct such pre-employment screening as may be either legally or administratively required, including background and reference checks and physical or psychological examinations related to job functions. For any position requiring a pre-employment, post-offer examination, it shall be job-related, and given uniformly to all candidates conditionally offered the position. Candidates must meet/satisfy any established screening requirements and any candidate who fails to do so may be denied employment. In addition to the foregoing, for any City position requiring interaction with law enforcement personnel, records or other matters, access to secure facilities, or otherwise required to pass background standards promulgated by a regulating agency with jurisdiction over such records, personnel or facilities, employees holding such positions must be able to pass the relevant standards and their inability to do so will disqualify them from continued employment.

11. All volunteers are not City employees for any purpose. However, pursuant to Florida Statutes § 440.02, volunteers are eligible for certain worker compensation benefits for municipal volunteers. Therefore, City volunteers must comply with all related City accident or injury reporting procedures.

12. Employment of persons under 18 years of age in either regular or temporary positions shall be subject to and in accordance with applicable child labor laws.

13. To ensure compliance with the Affordable Care Act, when an employee formerly eligible for health benefits leaves the City's employ for any reason, he/she shall be ineligible for

re-hire until the former employee has been separated from the City for a minimum of thirteen (13) weeks. Additionally, except for any seasonal staff, all persons employed in temporary positions who are not offered health care coverage shall not be scheduled or permitted to work more than 27 hours per week.

14. Interns.

    a. The City may from time to time provide internship opportunities for students to experience work in City government that is relevant to their educational goals and objectives or personal career interests, and to non-students seeking to experience working in a City position.

    b. Recruitment of interns shall be conducted through the City's regular recruiting procedures, outlined in this section, unless otherwise approved by the City Manager.

    c. Interns shall not be recruited to fill regularly authorized position vacancies or displace regular employees. Interns are considered temporary employees and are not eligible for benefits provided to regular employees. Intern appointments shall not exceed 12 months.

    d. For a student to be eligible for employment as an intern, an individual must be a student in good standing, enrolled in or on school-approved break from an accredited secondary or post-secondary school, junior college, college or university, or a vocational-technical school.

    e. Student Interns are required to notify the employing City department of any change in their academic or disciplinary standing at the institution.

    f. Interns will be paid at the minimum pay rate of assigned pay grades. A departure from the minimum pay rate may be approved by the City Manager.

    g. Persons who may be students but who wish to volunteer with the City outside of any academic program must complete a Volunteer Service Agreement as provided by the City Attorney.

    h. Students who are present in the workplace and who are not performing any services for the City, nor participating in any related academic program, are considered to be "job shadowing" and are not considered to be volunteers, or employees, of the City. Any persons who are "job shadowing" must be approved by the City Manager in advance, must not perform any work for the City, and must be under the supervision of an employee-mentor.

    i. Students who are present in the workplace and who may perform work for the City but who are not compensated shall meet the requirements of the federal Department

of Labor concerning the acceptance of work by student interns. Interns who are not students must be compensated at least the prevailing minimum wage for work performed for the City.

j. The City Manager is responsible for the development, coordination and promotion of intern recruitment activities and is responsible for ensuring that all interested persons have an equal opportunity to apply and be considered for internship opportunities.

k. Notwithstanding the foregoing, the City may, from time to time, enter into agreements with educational institutions whereby student interns will be identified, assigned, and compensated pursuant to the terms of such agreements.

15. Where staffing needs dictate, a City employee may be allowed to be employed in more than one position, at different pay rates. Such secondary employment must meet the following criteria:

    a. Only temporary, part-time positions, which are considered to be occasional or sporadic (in accordance with 29 C.F.R., Section 553.30), will be eligible.

    b. The employee's decision to work in a different capacity must be made freely and without coercion, implicit or explicit, by the employer.

    c. The rate of pay for secondary employment positions, including the overtime rate, shall be calculated pursuant to FLSA regulations regarding secondary employment.

    d. The joint position must be in a different capacity, i.e., it must not fall within the same general occupational category as the employee's primary government employment.

16. Employment of Relatives (Nepotism)

    a. Employment shall be in compliance with Florida Statutes § 112.3135 regarding "*Restriction on employment of relatives*." Pursuant to this section, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in which the official is serving or over which the official exercises jurisdiction or control any relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over a City department or office, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a City board of which a relative of the individual is a member.

    b. Relative, for purposes of this section only, shall include father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law,

mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; but shall not include any other relatives who become related by law or marriage not specifically listed above.

c. For purposes of this section only, public official, hereinafter referred to as "official," shall include, but not be limited to, the City Manager, Council Members, City Clerk, and any other managerial City employee who is authorized to make employment-related recommendations or decisions, whether the official is elected, contracted, or appointed.

d. It is the City's policy to prohibit an official from having direct supervision over any employee who is a relative of the official, as more fully set forth in Paragraph a. It is also the City's policy to prohibit an official from having direct supervision over any employee to whom the official is engaged or is otherwise involved in a current romantic or sexual relationship.

e. Direct supervision shall include any situation in which the official would be in a position to make decisions concerning the terms and conditions of the person's employment with the City including decisions about hiring, promotion, transfer, reclassification, compensation, benefits, work assignments, performance evaluations, training courses and programs, layoffs, return from layoff, termination, and all other tangible aspects of employment.

17. Disqualification and Re-Employment

a. An employee who has been terminated from City employment for violation of any conduct or performance rule or standard, or who resigns after being notified of the City's intent to terminate, is ineligible for re-employment for two years from the date of such resignation or termination.

b. An employee terminated due to a positive drug/alcohol test, a refusal to test, or other violations of the City's drug-free workplace policy; or who voluntarily resigns within two weeks of a positive result in a test for drug use; or when an employee serves notice of resignation immediately upon notification of being selected for such test, is ineligible for re-employment for a period of two years after such termination or resignation. Additionally, a former employee who owes the City money for drug testing or treatment which was the responsibility of the employee to pay shall be ineligible for re-employment until all funds owed are paid.

c. An employee who voluntarily resigns without giving a two-week notice or is separated from employment for absence without leave (job abandonment) is ineligible for re-employment for a period of one year. In circumstances where the City Manager determines that a non-eligible former employee will meet a critical need of the City

which cannot be filled by normal recruitment efforts, the City Manager has the authority to waive this waiting period.

18. An employee's anniversary date shall be the date the employee begins employment.

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the City of Belleair Beach classifies its employees as shown below. The City may review or change employee classifications at any time.

Exempt. Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements.

Nonexempt. Nonexempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law.

Regular, Full-Time. Employees who are not in a temporary status and who work a minimum of 30 hours weekly. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, Part-Time. Employees who are not in a temporary status, and who are regularly scheduled to work fewer than 30 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the City and are subject to the terms, conditions, and limitations of each benefits program.

Temporary. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work either a full-time or part-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Employment Eligibility and Work Authorization

The City of Belleair Beach is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of his/her identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify his/her right to work in the United States within three business days of employment, the City will be required to terminate his/her employment immediately.

Outside Secondary Employment, Employee Private Businesses

1. No City employee shall work in any enterprise or business, including self-employment, accept outside employment, or render services for private interests, whether paid or unpaid, non-profit or profit, when the employment or service conflicts with the

employee's official duties. Nor shall such work create an appearance of conflict or impair independent judgment or action in the performance of the duties of a City employee.

2. Newly hired or current employees wishing to engage in, or continue in any enterprise, business, outside employment, or to render services for private interests, paid or unpaid, non-profit or profit, must first submit to the City Manager a written request for outside employment. The City Manager will make an assessment of the request to ascertain whether the proposed nature and/or schedule of the outside employment will or likely will negatively impact the employee's City job performance, or if the employment or activity is inconsistent, incompatible, or conflicts with the employee's duties and responsibilities, or may tend to be so. The City Manager will then either grant or deny the request. Employees who fail to file a request prior to engaging in outside employment activity may be subject to disciplinary action up to and/or including dismissal. Newly hired employees must declare and seek approval of supplemental employment or other outside business at the time of hiring.

3. The proposed employment shall not be with a business or agency subject to the regulation of, or that is doing business with, the department of the employee, except if expressly permitted by state law.

4. The proposed employment cannot require the employee to disclose or use information gained in his/her official City position that is not available to the public.

5. Changes in secondary employment or outside business must be reported promptly to the City Manager, who will determine whether further approval is required.

6. Permission to engage in secondary employment and outside business may be denied or withdrawn at any time if the City Manager determines, in his or her sole discretion, that such activities are interfering with, or may be expected to interfere with, the employee's production, efficiency, duties or responsibilities, or when it causes discredit or is in conflict with City interests.

7. Any outside employment or business described above is secondary to the requirements of regular City employment. It must not interfere with or impede the availability of an employee to perform his/her duties and responsibilities. Every employee granted approval under this rule must agree to respond immediately to any call to duty by the City whenever the City Manager determines his/her services are necessary.

8. The City Manager must be notified immediately, but no later than the employee's next scheduled working day, of injuries sustained during outside employment. Employees sustaining injuries are ineligible to receive workers compensation benefits from the City. Sick leave benefits are allowed based on injury or illness arising from outside employment only if the outside employment has been approved under this policy and only to the

extent the employee is not eligible to be otherwise compensated for absences caused by the injury or illness.

9. No City personnel, equipment, facilities, vehicles, or other property may be used by employees while engaged in outside employment, enterprise, or business.

10. No employee shall perform work for private individuals or other governmental departments/agencies as a part of his/her City employment except when the work is part of contract arrangements, mutual aid agreements, or interlocal agreements entered by the City Council.

11. No employee of the City shall have financial interests in the profits of contracts, services or other work performed by or for the City. Nor shall a City employee personally profit, directly or indirectly, from any contract, purchase, sale or service between the City and any person or business. Any employee who violates this rule is guilty of misconduct and subject to immediate dismissal.

Work Week; Hours of Work; Compensation

1. Due to the variety of services provided by the City to its residents, certain employees may be required to work varying days and hours. The City Manager schedules work hours that are necessary and beneficial for the efficient operation of the City. It is the responsibility of the City Manager to manage overtime within budgetary constraints. Pursuant to 29 C.F.R. § 553.23, by accepting employment with the City, all overtime-eligible employees agree that the City may elect to provide compensatory time in lieu of payment of overtime work in cash pursuant to its compensatory time policies. Employees may also be required, at the discretion of the City, to use compensatory time in lieu of vacation leave when requesting vacation time off.

2. Non-Exempt Employees

    a. For purposes of this Policy, all employees not considered exempt will be considered non-exempt, and therefore subject to the minimum wage and maximum hour provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees are eligible to earn overtime or compensatory time at one and one-half (1 ½) times their hourly rate.

    b. Whenever a non-exempt employee becomes promoted or reclassified to an FLSA-exempt position, the employee shall have any accrued compensatory time paid to him/her at their rate of pay of the non-exempt position they held immediately prior to their promotion.

3. Exempt Employees:

a. For purposes of this Policy, exempt employees are expected to work whatever hours are necessary to accomplish assigned duties and responsibilities. However, it is recognized that because exempt employees are often required to work irregular and/or extended hours, it is appropriate that they be provided a certain latitude in occasionally being away from their place of work during normal work hours. It is the responsibility of the City Manager to determine if exempt employee absences are inappropriate.

b. Exempt employees are not eligible to be awarded compensatory time.

c. The final determination as to which City positions are to be classified as Fair Labor Standards Act overtime exempt will be made by the City Manager, with appropriate advice from the City Attorney.

4. Allocation of Work Hours, Workweek and Work Period:

a. The workweek starts at 12:00 a.m. on Sunday and ends at midnight the following Saturday. The normal full-time work schedule includes forty (40) hours during the workweek. These hours should not be construed as either a fixed minimum or maximum. Work hours that exceed a normal workweek may be required. Except as provided herein or as determined by the Council or the City Manager, normal work hours are Monday through Friday, 7:30 a.m. to 4:00 p.m., with a 30 minute lunch period.

b. Lunch periods – Bona fide meal periods (employee is completely relieved from duty for the purpose of eating regular meals) are not work time and are unpaid. The time scheduling and length of lunch periods are coordinated between the employee and the supervisor, according to that City operating unit's needs. (Note: There is no federal or State of Florida law requiring meal breaks in industries or offices, with the exception that minors 17 years of age or younger shall not be permitted to work for more than 4 hours continuously without at least 30 minutes for a meal period.)

c. Break (rest periods) – Breaks (usually not more than 15 minutes each) may be permitted by supervisors when the work requirements allow them, and must be allowed for nursing mothers to express milk for up to one year after birth. Break periods are considered to be rest periods and must fall within working hours (work is performed immediately preceding and following the break period) and may not be accumulated for additional time away from work. (Note: There is no federal or State of Florida law requiring rest periods, but if they are offered, they must be counted as hours worked.)

d. Flextime is the generic term for flexible scheduling programs – work schedules that permit flexible starting and quitting times within limits set by the City Manager. Flextime requires employees to work a standard number of hours within a given time

period (usually forty (40) hours during a five-day work week). The City Manager has the option to authorize the use of flextime if it is determined that doing so can better meet the unique needs of a given City operational unit. However, no City operating unit or supervisory employee may permit use of flextime until the City Manager approves a flex time use procedure which, upon approval, will be published to the employees in that unit, and which will be uniformly applied within that unit.

e. Work-at-Home Program – Given the City's limited number of employees, and the fact that the City's employees directly serve residents and customers in person on a daily basis, the City does not recognize a City-wide work-at-home program. There may be times when certain projects could be performed by employees who are at home due to extenuating circumstances. Any such projects must be authorized by the City Manager prior to work being done. If a project is approved to be completed at home, the project must be familiar to the employee concerned and have definite parameters for measuring the time necessary to perform the work. City equipment is not to be used outside the regular workplace, unless authorized by the City Manager. All time worked at home must be reported.

f. Medical Attention – In accordance with 29 C.F.R., § 785.43, time spent by an employee in waiting for and receiving non-elective medical attention on the premises or at the direction of the employer during the employee's normal working hours on days when he or she is working constitutes hours worked except for worker compensation visits.

g. Furlough – Notwithstanding any other provision of these policies to the contrary, where the Council or City Manager determines that current budgetary conditions require a reduction in the overall hours employees work in order to remain within the authorized budget, the operational hours of any one or more office, service or function of the City may be reduced for one or more weeks, days or hours, either consecutively or sporadically. Such periods of reduction may be either by complete closure or operation with a less than full staff as deemed necessary. Employees working within such offices, services or functions will be placed on unpaid furlough during such periods, and hours spent on furlough shall not count as hours worked for any purpose. Pursuant to 29 C.F.R. § 541.710(b), the City Manager is authorized to deduct hours spent on any furlough from any employee being compensated on a salary basis if budgetary constraints require the deduction.

h. Electronic Timekeeping – In recognition of the limitations which may be inherent in any electronic timekeeping systems the City may now or in the future use, including limitations on the delineation of actual lunch or break schedules, non-exempt employees who are unable to enter the actual chronological times for such events shall not be subject to discipline for falsifying records. FLSA non-exempt employees must, however, ensure that their actual hours worked each day are truthfully and accurately recorded in any such system to ensure proper payment of wages due, including overtime pay.

5. Pay Eligibility

a. Extra Hours

The necessity to work extra hours is made at the discretion of the City Manager. It is important that the City Manager ensures that extra hours are distributed equitably among employees in the same job class qualified to perform the work, while giving consideration to the personal wishes of employees involved. However, it is ultimately the City Manager's decision to designate who will perform the extra hours.

For overtime control purposes, overtime-eligible employees are prohibited from coming to work early and leaving late for purposes of conducting work, or working through lunch periods or bringing work home, unless specifically authorized by the City Manager in advance. The City Manager shall monitor the workplace to ensure that employees who are not scheduled to be working do not remain in the workplace. Nothing herein is intended to prevent an employee from remaining in a City building before shift start or during a meal period. However, during such periods, the employee is not expected to, and is prohibited from, performing work of any kind (including answering phones or reviewing emails) for the City.

An employee shall be required to work overtime when assigned unless excused by the City Manager. An employee who refuses to work overtime when assigned will be subject to disciplinary action for said refusal. An employee scheduled to work overtime who fails to fulfill the assignment for reported medical reasons will, at the City's discretion, be required to substantiate the medical absence with a doctor's note or similar proof.

Overtime or compensatory time shall be documented by such paper or electronic time off request process as the City may currently use. However, if this is not feasible, a schedule of work hours or other form of written documentation should be available to support the designation of overtime or compensatory time.

All hours worked over forty (40) in a workweek are considered overtime and are compensated by overtime pay or compensatory time as agreed or understood before the work in excess of forty (40) in a workweek is performed. Absent emergency circumstances, overtime must be approved in advance by the City Manager.

When a non-exempt employee is designated as "acting" in an open exempt position (such as acting City Clerk or acting City Manager due to such official's extended absence or separation), the employee shall be compensated during this acting status as an FLSA exempt employee and shall therefore not be eligible for overtime or compensatory time.

However, when a non-exempt employee is only temporarily fulfilling the duties normally associated with an exempt position (such as to cover for a vacationing City Clerk) in

addition to her/his normal duties, the employee shall continue to be paid her/his normal rate of pay, and shall be eligible for overtime and compensatory time, as may normally be applicable.

For purposes of this Policy, exempt employees are paid on a salaried basis and are expected to work the hours necessary to accomplish assigned duties and responsibilities. Paid extra hours are only to be considered under the terms of an approved performance bonus plan compliant with Florida Statutes § 215.425(3).

b. Compensatory (Comp.) Time. Time off in place of overtime is called compensatory (comp.) time.

The City Manager is authorized to allow and require employees to accumulate or use Comp Time in lieu of overtime.

6. On-Call Status

An employee required to remain on-call (on City premises or so close that he/she cannot use the time effectively for personal purposes) is considered to be working in an on-call status. On-call hours are designated as work hours for the workweek and count towards overtime. On-call hours for non-exempt employees are eligible for overtime and compensatory time.

On-call employees must always be reachable by a pre-designated means of communication and able to arrive at the work location within the time established by the City Manager or designee. As employees are compensated for on-call assignments, they must refrain from drinking alcohol, taking medications, or engaging in any other conduct which would prevent being ready for duty. Further, if they are unavailable when called in, they will be subject to disciplinary action and will not be paid any on-call pay for that assigned period. On-call assignments should be distributed equitably among qualified employees, consistent with operational needs.

Exempt employees are ineligible for on-call status.

7. Standby Status

Employees who are not otherwise informed that they have been scheduled to work and who are placed on standby status (instructed to be available but otherwise able to use the time effectively for personal purposes) may remain at home, or they may leave word how (cell phone, etc.) and where they can be reached, but they must do one or the other. These employees receive straight time pay (compensatory time not allowed) for hours designated as standby assignment, with maximum accruable hours of three (3) in a 24-hour period. Standby hours must be outside the scheduled (regular or modified schedule) workday, and may not be assigned to or worked by employees who do not work their

regularly scheduled shift immediately prior to standby assignment, or who are unable to respond, due to illness. Employees who receive advanced notice of a requirement to report for duty, even where such work is to be performed outside of a regular schedule, are not eligible for standby pay. Since assigned standby hours can vary according to circumstances, the following standby pay rules shall apply:

- Less than five (5) hours of standby status is ineligible for standby pay
- One (1) hour of straight time pay for 5 up to 9 hours of standby status
- One and one-half (1.5) hours of straight pay for 9 up to 12 hours of standby status
- Two (2) hours of straight pay for 12 up to 16 hours of standby status
- Two and one half (2.5) hours straight pay for 16 up to 20 hours of standby status
- Three (3) hours of straight pay for 20 up to 24 hours of standby status

If employees on standby status are required to report for duty, they are paid for hours worked, with a minimum of two (2) hours for the first "call out" regardless of time spent responding. Thereafter, employees shall only be paid for the actual hours worked on subsequent "call outs" during the standby period. Call-out hours count as hours worked towards overtime.

Employees placed on standby assignments must always be reachable by a pre-designated means of communication and able to arrive at the work location within the time established by the City Manager. As employees are compensated for standby assignments, they must refrain from drinking, taking medications or engaging in any other conduct which would prevent being ready for duty. Further, if they are unavailable when called in, they will be subject to disciplinary action and will not be paid any standby pay for that assigned period.

Exempt employees are ineligible for standby pay.

8. Payroll Records

The City's work time records or timecards are designed to meet the record-keeping requirements of the FLSA. The City Manager is responsible for ensuring a record of work schedules for non-exempt employees is maintained.

Exempt Employees: Due to their exempt, salaried status, and the expectation that they are often required to work irregular and extended hours while having the latitude of occasionally being away from their workplace during normal work hours, exempt employees complete payroll records but do not have to complete a daily record of time worked. For payroll accounting and leave tracking purposes, such employees will need to record absences charged to employee benefit accounts (i.e., vacation, sick, holiday, etc.). Exempt employees are not required to create records of time worked unless absences are charged to their accrued leave accounts.

Non-Exempt Employees: All hours (paid, unpaid or charged to accrual accounts) must be recorded in the City's paper or electronic time and attendance system daily for the non-exempt employee's scheduled work periods. Pay, including overtime pay, is calculated for each workweek, and paid (if overtime pay) or credited (if comp. time) to employees on the City's chosen weekly or bi-weekly pay period. Non-exempt employees are required to sign their time records, either physically or, where provided, via electronic means.

9. Compensation During Emergency

Emergency Conditions: When the City Council formally declares a state of emergency, City employees who hold positions designated to perform essential services during the actual emergency declaration period shall report to work when required. The City Manager may also require employees who perform essential services to work during actual or impending extreme emergency situations or conditions (weather, hazard, etc.), not declared as a "state of emergency."

Pay for Work During Declared Emergency: During a declared emergency, City offices and operations may close. Employees who are not directed to work in any capacity during such closure must not report for duty during such periods. Employees are not authorized to designate themselves as essential or to perform work of any kind for the City during a closure of City offices and operations, unless expressly directed to work by the City Manager.

For all employees in positions classified as FLSA exempt, such employees will receive no additional compensation for any hours worked during any declared emergency. FLSA non-exempt employees shall receive compensatory time at their regular hourly rate of pay for any hours worked during any declared emergency regardless of what non-emergency hours he or she may have worked during any given work week and regardless of what specific work assignment such employee is given during the emergency period.

Non-FLSA exempt employees shall not be compensated for any time off during such periods. FLSA exempt employees shall be paid their established salaries except that if they are not directed to perform any work during the entire work week, such employees shall not receive their salaries for that week.

Employees who are not compensated due to a closure during a declared emergency may, at their discretion, use any available vacation or compensatory leave to accommodate otherwise unpaid periods.

In the event a City holiday falls on a day where the City is closed due to an emergency condition, compensation of the holiday for employees not required to report for duty shall be as provided for in this policy with respect to holiday compensation. Employees required to work on a holiday during a declared emergency shall be entitled to take the

equivalent unpaid time off with no reduction in leave balance once the declared emergency ends and the leave may be scheduled with the City Manager.

All employees with pre-approved leave requests covering the declared emergency period, regardless of leave type, are subject to having such leave cancelled and to being recalled to duty during the emergency period. The City Manager shall make every effort to accommodate pressing conditions, and ill employees, when determining which employees to call back from leave.

Failure to Report for Duty When Assigned: Any employee required to report for duty during an emergency condition who fails or refuses to report and/or to perform duties as directed will be subject to termination from employment. Failure to monitor on-call or stand-by phone numbers and respond to calls will constitute a failure to report. The only exception to this policy will be for employees physically or medically unable to report or perform as ordered. For medical conditions, the City will require after-the-fact medical verification of medical conditions, and reserves the right to require second opinion examinations. Employees claiming a physical inability to report when required are not permitted to cite a mere fear of travel during the emergency condition, or a general concern for not staying with family. Employees, particularly those designated as being critical responders during emergency conditions, have a responsibility to plan ahead for the safety and welfare of their families and the securing of their property so that they will have the ability to report when called. Only extraordinary incidents of inability to report wholly beyond the employee's ability to control will be excused. The City Manager is considered a critical responder. Other employees will see such designation in their written job descriptions.

10. FLSA Compliance

It is the City's policy to comply with applicable wage and hour laws and regulations. Accordingly, the City intends that deductions be made from your pay only in circumstances permitted by the Fair Labor Standards Act and the U.S. Department of Labor's rules governing the salary basis for pay for exempt employees. The improper pay deductions specified in 29 C.F.R. §541.602(a) may not be made from the pay of employees subject to the salary basis test.

If a City employee has any questions or concerns about the employee's salaried status, or the employee believes that any deduction has been made from her or his pay that is inconsistent with her or his salaried status, she or he should immediately raise the matter with the City Manager. If the employee has raised a concern and it is not resolved within ten (10) business days, or if, for any reason, the employee is uncomfortable discussing the matter with the City Manager, the employee must submit her or his question or concern to the City Attorney for review and response.

To ensure the City understands the employee's question or concern and is able to conduct a proper review, any such question or concern which seeks the payment of wages allegedly owed must be made in written form. Any such question or concern must, at a minimum, include the employee's name, a brief description of the facts related to the question or concern, and any prior response the employee may have been given by any City official. The pay period(s) at issue should also be identified. If the employee is unable due to disability to submit her or his concern in writing, the City Manager will assist the employee in formalizing her or his question or concern, which she or he will then be asked to review and sign to ensure its accuracy.

The City is committed to investigating and resolving all compensation disputes as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any question or concern will be responded to within a reasonable time given all the facts and circumstances. If a review of the matter reveals the employee was subjected to an improper deduction from pay, the employee will be reimbursed, and the City will take whatever action it deems necessary to ensure compliance with overtime rules and the salary basis test in the future.

11. Reclassifications and Reorganizations

Market factors, evolving priorities, evolutions in equipment and materials, employee input, grant funding, or changing organizational needs may cause a particular position classification within the City to become subject to change. The City continually evaluates these factors against classified positions accordingly and at times determines, where the position is not wholly eliminated, to re-classify and/or reassign one or a group of positions to better serve the needs of the City and its citizens. Such reclassifications/reassignments can be minor or significant, and may result in enhancing one or more positions and related duties and requirements, or decreasing duties and requirements. Such reclassifications/reorganizations are solely within the discretion of the City and no employee possesses any right or expectation to hold or keep any one position or set of duties.

12. Paydays and Pay

All employees are paid on a bi-weekly basis. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Paychecks are distributed every two weeks at a rate of twenty-six (26) paychecks per calendar year.

The pay period begins on Sunday and ends on the second corresponding Saturday. Paychecks/direct deposits are distributed/credited on the Friday following that Sunday.

In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the business day preceding the holiday(s).

Employees will have their paycheck directly deposited into the bank accounts they designate upon hire. Employees will receive an itemized statement of wages and deductions when the City makes the direct deposits. The City Manager is authorized to consider requests for paper pay checks where an employee can demonstrate a substantial need for such alternative payment method. However, direct deposit is the normal form of payment of compensation.

13. Performance Pay

In addition to any general wage adjustment that the City Council may from time to time adopt, the Council may, by separate resolution, adopt a compensation program which includes variable wage increases linked to job performance. Such a program may distinguish between exempt professional and managerial classifications, and full and part time hourly compensated employees. As to hourly employees, any such program shall be based upon quantifiable measures of performance and shall be designed and administered to ensure discrimination, favoritism or inconsistent application of eligibility criteria do not occur. In addition, pursuant to Florida Statutes § 215.425(3), the Council may from time to time adopt, by resolution, a performance bonus plan based on work performance which describes the performance standards and evaluation process by which such awards are to be given. Any such plan must be noticed to all employees prior to implementation. Nothing herein shall be interpreted as creating any requirement to develop or budget funds for pay for performance or bonus programs or policies, nor as creating an entitlement on the part of any employee to receive same.

Personnel Files

1. The City's official records of present and past employees' personnel files are maintained by the City Clerk, who shall be the custodian of these records.

2. The City Manager is authorized to develop, revise, and issue all forms related to personnel matters. Therefore, absent specific authorization from the City Manager to the contrary, City departments may not promulgate or make use of any customized or unauthorized personnel forms, including unique leave requests, time records or employee evaluations.

3. Public Records requests for personnel files made to the City must be transferred to the City Clerk for a coordinated response. The Clerk shall be responsible for reviewing files to identify any information which has been designated by law as confidential or exempt from public records disclosure. The Clerk, with advice of the City Attorney as needed, will assert any applicable public records exemptions for such records.

   NOTE: Employees holding certain positions are entitled under Florida law to request that certain personally identifying information such as home addresses, not be released by other governmental agencies which may be in possession of this information. It is the

responsibility of each applicant for and employee holding such a position to make these requests to other governmental agencies.

4. The official personnel record shall contain at least the following documents regarding the employee:

    a. The employee's initial and any subsequent employment/transfer/promotion applications; I-9 form; interview forms; oath of employment; employment contract (if applicable); acknowledgments of receipt of benefits (to include secondary employment approval forms); conditional offer forms; retirement enrollment forms (when applicable); and other related documents required by law or City policy to be included.

    b. The employee's performance evaluation forms and any written responses thereto;

    c. All official personnel actions, such as promotions, transfers, and pay increases;

    d. Official disciplinary notices and warning or counseling forms issued to the employee;

    e. Signature forms demonstrating an employee's taking of the statutory oath and the receipt of this Policy Manual and other City policies;

    f. Records demonstrating attendance at City training sessions.

    g. Any written separation surveys or comments provided by a departing employee.

5. The personnel file may also contain the following items, at the discretion of the City Manager:

    a. Correspondence from citizens, co-workers, etc., concerning the employee's performance of his or her job or contribution to the community (excepting documents which are found to be fraudulent, false, or which are required by law to be separately maintained);

    b. Records regarding an employee's education or professional credentials;

    c. Such other records as the City Manager may deem appropriate for inclusion or which are not prohibited from inclusion by law.

6. The City Manager shall also ensure that separate and secured files are also kept and maintained for current and former employees which contain medical records or medical claim records exempt under Florida Statutes § 112.08, the results of drug tests (excepting discipline notices confirming a positive result was received), medical documents provided in support of leave requests, reports of a healthcare provider discussing specific health

conditions or status associated with a fitness-for-duty exam, medical records provided in support of a request for accommodation of a disability under the ADA, and medical records received in the course of administering a worker compensation claim.

7. Notwithstanding the foregoing, the City Manager is entitled to review the medical records of applicants and current employees when he or she has the business need to do so. Such instances include reviewing an employee's defense against a disciplinary action where the employee cites a medical reason for the conduct or performance, reviewing requests for leave including decisions as to whether an absence is covered by any applicable leave law, reviewing requests for accommodation under the ADA or determining whether the applicant or employee presents a danger to him/herself or others due to a medical condition. The City Attorney or other attorneys representing the City in any employment claim or suit are also authorized to examine such records to the extent the claim or suit places the medical condition of the applicant or employee at issue.

8. In the event a City official examines records which include information otherwise confidential or exempt from public disclosure under law, such official must exercise care and discretion so as not to further communicate any such information to Council Members, subordinates, or an employee's co-workers unless there is a valid legal reason to do so. City officials in doubt as to their duties in such circumstances are encouraged to seek advice from the City Attorney.

9. The City Manager is responsible for ensuring records are controlled, maintained, disposed of, and that requests for copies are processed, in accordance with the Public Records Act and the rules of the Florida Division of Archives, History and Records Management. To that end, the City Manager is authorized to develop such additional administrative procedures and forms so as to accomplish this responsibility.

10. While City Managerial personnel responsible for drafting performance evaluations may, to assist them in drafting evaluations, maintain separate notes on positive/negative conduct or performance during the evaluation period, including notes on verbal counseling events, such records are public records and, if specifically referenced in an evaluation or discipline notice, must be provided to the employee on request.

11. Personnel files are public records subject to review under Florida Statutes § 119.07, subject to any applicable exemption(s). Official employee personnel files may be reviewed at City Hall during normal business hours. The records custodian, or designee, will assist and supervise during the review. Documents cannot be removed or rearranged within the official personnel file during review.

12. Requests concerning past or present employee personnel information should be referred to the City Manager who will respond to inquiries from agencies and the general public regarding disclosure of official personnel data.

13. In accordance with the Florida Public Records Act, copies of personnel files may be made and furnished to requesters upon payment of the statutory fees. Money collected is remitted to the City's general fund. Employees are not charged for single copies made from their official personnel files. However, they shall be charged the established rate for additional copies. The City Clerk is responsible for reviewing a personnel file prior to production or copying to ensure all material that is confidential or exempt from public records disclosure has been covered. If the Clerk's file is at issue, the review will be conducted by the City Manager.

Official personnel files must be retained for a length of time determined by the State of Florida Bureau of Archives and Records Management. This period is currently twenty-five (25) years following the employee's effective date of separation from City employment. Because of the permanency of such records, the City Manager must carefully review documents to determine their necessity before requesting entry of non-mandatory records into the official personnel file. The City Manager is authorized to develop administrative procedures concerning the proper storage of, and access to, records, including medical files, of current or former employees.

Non-Disciplinary Separations from Employment

Job Abandonment.

Any City employee absent from his/her position of employment without approval of the City Manager for a period of three (3) consecutive workdays/shifts is considered to have resigned without notice. Leaving an after-hours message, or sending a text or email during an unauthorized absence will not constitute approval. Rather, the employee must make actual contact with the City Manager, inform that official as to why the absence is occurring (arrest, emergency medical issue, etc.), and obtain approval for the duration of the absence.

Resignation

a. Resignation is the separation of an employee from City employment through submission of a written or verbal notice of intent to resign. An employee's resignation shall be deemed as accepted by the City the moment it is tendered regardless of any stated effective date, and no supervisor has the authority to reject or permit an employee to rescind a resignation without the express prior authorization of the City Manager.

b. An employee who wants to leave City employment in good standing must notify the City Manager at least ten days prior to leaving. The City Manager may allow the employee, under extenuating circumstances, to give less than ten days notice and still resign in good standing. In the event the City Manager determines that it would be in

the City's best interest to deem a resignation notice an immediate resignation or shorten the resigning employee's notice, he/she may do so.

c. Upon an employee's resignation notice, any interest in continued employment ceases.

d. Employees who resign from City employment without ten days notice (unless otherwise approved by the Manager), may not be recommended for rehire, nor be eligible for re-employment, with the City for one (1) year following their date of termination unless approved by the City Manager.

e. City employees separating from City employment may be requested to complete an employee separation survey to provide the City with input the employee may have about his/her employment experience at the City. Completion of any such survey will be voluntary and have no impact on a departing employee's benefits.

f. An employee who takes any step to run for a Belleair Beach City Council seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with the City as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective public office or applying for appointment to any appointive public office.

Retirement

a. None of the provisions of this Policy can be construed or interpreted to alter or impair the City's retirement plan.

b. There is no mandatory retirement age for employees of the City unless otherwise provided by Florida Statute or a pension plan provision. Continued employment is determined by the employee's ability to perform satisfactorily in the job classification assigned.

c. Employee assistance and retirement information is available from the City's retirement plan administrator as needed. Employees are urged to contact the City Manager at least ninety (90) days in advance of the anticipated retirement date to allow time to process any retirement benefit forms required by the plan administrator.

d. Employees who have retired from City employment may be re-hired by the City in any position and under such terms and conditions as the City may offer, consistent with policies or procedures applicable at the time of application.

Death

a. Separation is effective on the date the employee's death occurs.

b. All compensation due to the employee at separation is paid to the beneficiary, surviving spouse, or to the estate of the employee, as determined by law or by executed forms in the employee's official personnel file. The City will not be able to release final compensation to a surviving spouse or relative just upon request, and proof of the legal right to receive the payment (to the satisfaction of the City Attorney), may be requested.

Layoff

a. It is the intent of the City Council to provide stable employment for City employees. However, there may be occasions which necessitate a reduction in the City workforce.

b. A reduction of work force may be instituted in cases of bona fide budget reduction, lack of work, lack of funds, privatization of functions, program or grant discontinuation, technological replacement, or any other significant organizational change or condition of serious financial distress that may occur. When such conditions exist, the City Manager may proceed to lay off an employee or employees. To the extent a reduction in force is necessitated by the City Manager's proposed budget, layoff decisions shall be consistent with the programs, services, or operations to be reduced or eliminated by such budget.

c. A reduction in work force may be made by work site assignment and/or specific function performed and/or unique skills or qualifications held and/or by general job classification and/or by pay grade within the affected City operating unit. Layoffs which are targeted solely at reduction of salary costs must fairly target the foregoing employee classifications in a roughly uniform way so as not to cause the layoff of a more senior worker where a more junior employee performing the exact same duties and working at the same location is earning more.

d. The duties previously performed by a laid-off employee may be reassigned to other employees already working in positions in appropriate job classifications.

e. Layoff Priority

(1) In the event of layoff, primary consideration will be on the factors set out in Section c above. Thereafter, the order of layoff shall begin with temporary then probationary employees. The next order of layoff shall begin with the employee who has the least seniority.

(2) Seniority shall be determined by City-wide continuous service. Rules of continuous service shall be observed in deciding the date of last hire for the purpose of seniority determination.

(3) If two or more individuals should have the same hire date for determining seniority, the employee with the most disciplinary and/or counseling notices shall be laid off first.

(4) In accordance with prevailing veteran laws, including Chapter 295, Florida Statutes, certain veterans, and spouses of certain veterans may be eligible for preference in retention when layoffs are necessitated. The City Manager shall review layoff proposals to ensure compliance with such laws.

f. City employees who are scheduled for layoff shall not have "bumping rights" to other positions in the City. However, where the City is able to forecast a layoff in advance, the City may establish a time period wherein employees subject to a pending layoff will be permitted to apply for other open positions. During this period, such employees shall, when being interviewed, receive preference in hiring where they are at least equally qualified with outside candidates. Nothing herein, however, is intended to require the hiring of any such employee by the City where another candidate is clearly more qualified for the position.

g. Employees scheduled for layoff may, if offered by the City, elect to accept transfer to vacant City positions for which they are qualified. Such transfer offers may be made at the discretion of the City and must be accepted by the employee within 3 days of receipt of the written offer. The employee's pay rate would be adjusted in accordance with prevailing City policy for any other City employee changing positions within the City. Employees who accept a transfer offer under this paragraph shall not be further entitled to any reinstatement to their prior position.

h. Employees on layoff status with no offer of transfer, may for a period of twelve (12) months from the date of layoff apply and receive preference in interviewing for any job for which they are minimally qualified.

i. The City Manager shall ensure the City's health plan administrator is made aware of any layoffs to ensure proper COBRA notices are provided.

j. Reinstatement

(1) Laid-off employees, who have not accepted an offer of transfer to a different City position, have priority for reinstatement, according to seniority, in jobs within their classifications at the time of separation for twelve (12) months following the effective date of layoff. Laid-off employees reinstated to those classifications within the twelve (12) month period shall have their previous dates of hire restored (including leave accrual rates and any unpaid leave balances in effect at the time of layoff). However, recalled employees may not be offered the rate of pay they had prior to their layoff, where fiscal conditions require a reduced rate for the position. At the end of the

twelve (12) month period, all laid-off employees' rights associated with reinstatement are concluded. The City offers reinstatement to laid-off employees by certified mail to the last known address. (Note: It is the laid-off employee's responsibility to keep the City notified of any change of address, if he/she is interested in reinstatement.)

(2) Reinstatement is offered to laid-off employees provided they are qualified (medical certification may be required) to perform the essential duties of the job, and are in compliance with current pre-employment requirements including the City's drug free workplace program. A laid-off employee who is temporarily unable to accept an offer of reinstatement due to medical certification may request a delay in starting work, not to exceed thirty (30) calendar days.

(3) The return-to-work date for a laid-off employee, who is qualified to return to work and compliant with all pre-employment requirements, is determined by the City's requirements, but the employee must be available for work no later than two (2) weeks following notice or his/her seniority will be forfeited and he/she is no longer considered eligible for reinstatement under the layoff procedures.

(4) If the employee fails to report to work within three (3) business days after receipt of the certified notice or if the employee does not meet all current pre-employment requirements, his/her seniority is forfeited, and he/she is no longer considered eligible for reinstatement under the layoff procedures.

k. Employees who are scheduled for layoff do not have the right to submit appeals or complaints regarding layoff actions, except for reasons of alleged violation of these policies and procedures governing such reduction of work force, or for alleged acts of illegal discrimination. The City Manager may elect to offer separation agreements to employees subject to layoff using available budgeted wage funds. Such agreements should be developed or reviewed by the City Attorney prior to being offered.

l. Employees who are scheduled for layoff should contact their health insurance provider to discuss their medical coverage and other health benefits.

m. The City Manager shall make all reasonable efforts to provide outplacement assistance and services to laid-off employees to the extent City resources allow.

Disability Separation/Reasonable Accommodation

a. As reviewed in the ADA policy in this Manual, all employees of the City are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstances, it will be the responsibility of the City Manager to work with the employee to identify reasonable accommodations which will permit the employee to perform all essential job functions.

b. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the department wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her job functions.

c. An employee may be terminated when he/she is unable to perform the essential functions of the job because of a physical or mental impairment, and where no reasonable accommodation has been identified or such accommodation is rejected. Separations based on the employee's inability to perform the essential functions of the job under the provisions of this section will not be considered disciplinary terminations.

d. If the inability to perform the job occurs due to an on-the-job injury, the employee should be given a reasonable opportunity to reach maximum medical improvement (MMI) as stated by the Workers' Compensation doctor before being separated unless such inability has existed for more than 12 weeks in the immediate prior 12-month period. The point in time at which an employee is considered for separation for an illness or off-duty injury will be dependent upon the operational needs of the City in conjunction with the availability of a definitive recovery prognosis. Nothing herein prohibits discharge for inability to perform duties, regardless of the source of illness or injury, where the continued non-performance of essential job functions by the employee results in a substantial hardship for the City's operations.

Background Checks

The City recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the City reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the City also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal antidiscrimination and privacy laws. The City is an equal opportunity employer and will comply with applicable federal, state, and local laws relating to the use of background checks for employment purposes.

References/Verifications of Employment

All requests for references must be directed to the City Manager. While Florida Statutes § 768.095 provides an employer who discloses information about a former or current employee to a prospective employer upon request of the prospective employer or of the former or current employee immunity from civil liability for such disclosure or its consequences (unless it is shown by clear and convincing evidence that the information disclosed by the employer was knowingly false or violated any civil right), the City still desires to consider reference requests carefully, Therefore, no City employee below the level of City Manager is authorized to issue or provide references for current or former employees. The City Clerk may, without the City Manager's authorization, disclose the dates of employment of a current or former City employee, the employee's compensation history, and the title(s) of the position(s) held. If a current or former City employee authorizes disclosure of a more detailed reference in writing, the City Manager may, in her or his discretion, provide a prospective employer with additional information on the employee's performance and conduct during the employee's tenure with the City.

Only the City Manager is authorized to compose and issue a letter of recommendation for a current or former employee.

Workplace Safety

Drug-Free and Alcohol-Free Workplace

A. Drug-Free Workplace Established

Substance abuse is a problem that affects everyone in the workplace, as well as a social problem. The abuse of alcohol and use of illegal drugs endangers the health and safety of the abusers and all others around them. Accordingly, the City is hereby declared to be a Drug-Free Workplace in accordance with Florida Statutes Chapter 440.101 et. seq., and their implementing Drug Testing Rules. The City hereby adopts the definitions set forth in Section 440.102, Florida Statutes in their entirety. The City's Drug-Free Workplace Program shall apply to all City employees and to job applicants for safety sensitive or special risk positions.

B. Standard Policies

1. Illegal Drug Use Prohibited. An employee bringing onto the City's premises or property, including parking lots, having possession of, being under the influence of, or possessing the employee's body, blood or urine in any detectable amount, or using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug as defined in this policy while on City business or at any time during the hours between the beginning and ending of the employee's workday, whether on duty or not, and whether on City or customer business, property or not, is subject to discipline including discharge or suspension without pay from employment, even for the first offense. Failure to submit to

the required drug test is grounds for discharge or suspension without pay from employment.

2. Alcohol Abuse Prohibited. An employee who is under the influence of alcoholic beverages at any time while on City business or at any time during the hours between the beginning and end of the employee's workday, whether on duty or not, and whether on City business, property or not, is subject to discipline including discharge or suspension without pay from employment, even for the first offense.

An employee shall be determined to be under the influence of alcohol if:

a. the employee's normal faculties are impaired due to consumption of alcohol, or

b. the employee has a blood alcohol level of .04 or higher.

3. Employees are encouraged to voluntarily seek professional support for drug or alcohol-related problems. Employees who seek treatment shall discuss the situation with their supervisor if leave time, with or without pay, is required for the employee to obtain treatment or hospitalization.

4. Failure to submit to the required drug test or providing a false sample or tainting, adulterating, or tampering with a drug test is grounds for discharge or suspension without pay from employment. An employee will be terminated for refusing to submit to a drug or alcohol test.

5. Employer Action

Any employee or job applicant whom the City is advised has a positive confirmed drug test, including for alcohol, will be subject to discharge even for the first offense. Employees are not eligible for rehire unless they show proof that they have completed a drug and/or alcohol rehabilitation program. If rehired, the employee will be subject to random testing for two (2) years, no more than twice in one year.

C. Definitions

1. "Legal Drug" includes prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

2. "Illegal Drug" means any drug (a) which is not legally obtainable; (b) which may be legally obtainable, but has not been legally obtained; (c) which is being used in a manner or for a purpose other than as prescribed.

D. Reporting Convictions and Civil or Administrative Actions

1. Criminal convictions

Employees must, no later than five days after a conviction relating to the use or possession of drugs or alcohol, notify the City Manager of such conviction(s). Failure to notify the City Manager shall cause for immediate termination, unless good cause exists for failure to report the conviction to the City. The City may report the conviction to any federal, state, or local agency with which it is required by law to report.

2. Civil or Administrative Actions

It is each applicant's or employee's responsibility to notify the laboratory of any civil or administrative action brought pursuant to the Florida Workers' Compensation drug-free workplace program laws, Florida Statutes § 440.101, et. seq.

E. Types of Drug Testing

The City will conduct the following types of drug testing as deemed appropriate under the circumstances:

1. Pre-Employment Drug Testing

This type of testing applies to individuals who apply for a "safety sensitive" or "special risk" position. All final candidates within these categories will be tested. An offer of employment may be made pending the results of the drug test. If work has already begun, employment is conditional upon the receipt of, and successfully passing, the drug and alcohol test.

2. Reasonable Suspicion

Employees will be required to submit to a drug and/or alcohol testing at a laboratory chosen by the City if there is reasonable suspicion of substance abuse. Circumstances that could be indicators of a substance abuse problem and considered reasonable suspicion are:

- Observed alcohol or drug abuse during work hours on City premises
- Apparent physical state of impairment
- Incoherent mental state
- Marked changes in personal behavior that are otherwise unexplainable
- Significantly deteriorating work performance that is not attributable to other factors
- Information that an employee has caused or contributed to, or has been involved in an accident while at work
- Abnormal conduct or erratic behavior while at work
- A report of illegal drug use, provided by a reliable source
- Evidence that a drug test has been tampered during employment with the City

- Evidence that an employee has possessed, sold, solicited, or transferred illegal drugs while working or while on City premises, or while operating City vehicles, machinery or equipment

3. Fitness for Duty. Substance abuse testing is conducted for all employees who receive a physical fitness exam as a routine part of their job.

4. Random

The City will conduct random drug tests only as permitted or required by law.

5. Post-Accident

Employees may be required to submit to a drug and/or alcohol test with regard to any workplace injury that requires medical treatment away from the property.

6. Follow-Up

If the employee, in the course of employment, enters an employment assistance program for drug related problems or a drug rehabilitation program, the City will require the employee to submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In such case, the City has the option to not require follow-up testing. If follow-up testing is required, it will be conducted at least once a year for a two-year period after the completion of the program. Advance notice of the follow-up testing date will not be given to the employee who is to be tested.

F. Confidentiality

All information, interviews, reports, statements, memoranda, and drug-free results through the City's drug testing program will be treated as confidential to the extent required by law, except as consented to by the employee or applicant.

G. Use of Prescription and Non-Prescription Medications

Each tested individual shall report, on a confidential basis, to the Medical Review Officer (MRO), the use of prescription or non-prescription medications both before and after being tested. A form will be provided to each individual to list such medications. This form should only be filled out at the collection facility not at the City. Additionally, such medications may be disclosed orally to the MRO after being tested, if contacted by the MRO. The individual must not disclose such medications or provide the form requesting such information to any City employee. The individual can consult a testing laboratory for additional information about medication that will affect a drug test result.

H. Positive Drug Test Results

Any employee or job applicant who receives a positive confirmed drug test result may contest or explain the results to the MRO (and the City) within five (5) working days after written notification of the positive test results. If an employee or job applicant's explanation or challenge is unsatisfactory to the MRO (and the City), the MRO shall report a positive test result back to the City, and that the person may contest the drug test pursuant to Florida law, and has a right to appeal to the Public Employee Relations Commission or applicable court.

I. Employee Assistance Programs and Local Drug Rehabilitation Programs

The City encourages all employees who need assistance in dealing with alcohol or drug dependency problems to seek counseling through the various private and public agencies that exist in our community.

Employees who come forward to request treatment or a leave of absence for treatment will not be subject to discipline. Employees may not, however, escape discipline by first requesting such treatment or a leave of absence after being selected for testing or violating City policies and rules of conduct. Requests for voluntary treatment and related matters will be kept confidential in accordance with federal and state laws.

While the City encourages employees to seek appropriate treatment, the City does not recommend nor endorse any particular drug rehabilitation program.

J. Employee Assistance

Drug/Alcohol Abuse Help line: 1-800-362-2644
Drug/Alcohol Abuse 24-hour Crisis Line: 1-800-283-2600
Alcoholics Anonymous: 1-800-252-6465
Drug Abuse Alcoholism & Cocaine: 1-800-333-4444

1. Employees voluntarily seeking help will not be disciplined, discharged, or discriminated against. However, this provision does not apply for any employee who:

    a. Has previously tested positive;

    b. Is currently in a Drug Rehabilitation Program; or

    c. Has entered an EAP for drug-related problems.

K. If a city employee presently occupies a safety sensitive or special risk position, that employee will be temporarily removed from her or his position and placed into a non-safety-sensitive position while under rehabilitation. If an alternate position is not available, the employee will be placed on sick leave if available, then on unpaid leave until rehabilitation is complete.

Smoke-Free Workplace

Smoking is not allowed in City buildings or work areas at any time. “Smoking” includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and electronic cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

The City of Belleair Beach is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at work-sponsored functions.

All City employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the City Manager. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the City, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The City of Belleair Beach prohibits the possession of weapons on its property at all times, including our City vehicles, except if the weapon is:

- Lawfully possessed by the employee, *and*
- Concealed from view, *and*
- Locked in a personal vehicle (e.g., in the trunk or glovebox of an employee's car).

While on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The City reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on City property. In addition, the City may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all City property and other items that are in violation of the City's rules and policies.

Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911.

Emergency Closings

The City will always make every attempt to be open for business during regular work hours. In situations in which some employees are concerned about their safety, the City Council and/or the City Manager may advise employees that the office is not officially closed, but anyone may choose to leave the office if he/she feels uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you choose to leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Workplace Guidelines

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the City Manager as soon as possible. Voice mail and email messages are acceptable only in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually during the employment anniversary month. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with the City of Belleair Beach. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

Dress and Grooming

The City of Belleair Beach provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic, or racial heritage or identity. This policy will be interpreted to comply with applicable local, state, or federal law.

The City will reasonably accommodate an employee's religious beliefs, medical condition, or disability by making exceptions to this policy. Employees who need such an accommodation should contact their supervisor or the City Manager.

Any questions or complaints regarding the appropriateness of attire should be directed to the City Manager.

Social Media Acceptable Use

The City of Belleair Beach encourages employees to share information with co-workers and with those outside the organization for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the City has established the following guidelines for employee participation in social media.

Note: As used in this policy, "social media" refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, TikTok, and SnapChat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities and devices. Employees must ensure that social media activity does not interfere with their work. In general, the City considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference City clients, customers, or vendors without express permission. The City monitors employee use of City computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the City, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge the City's confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as a City employee or discusses matters related to the City on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the City and that the employee is expressing only his/her personal views. For example: "The views expressed on this website/blog are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the City or the City's business. Employees must keep in mind that if they post information on a social media site that is in violation of City policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Confidentiality. Do not identify or reference the City's clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work, or the City's business belong to the City. Do not post them on a social media site without the City's permission.

Trademarks and copyrights. Do not use the City's or others' trademarks on a social media site or reproduce the City's or others' material without first obtaining permission.

Legal. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Bulletin Boards

All required governmental postings are posted on the boards located in the break room. These boards may also contain general announcements.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as the time during which an employee is not at a meal, on break, or on the premises immediately before or after his/her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature during working time and, at all times, in "working areas," which includes all office areas. "Working areas" do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on business property at any time.

Computers, Internet, Email, and Other Resources

The City provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, email, text messaging, or any other City-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of City computer, phone, or other communication tools. All communications made using City-provided equipment or services, including email and internet activity, are subject to inspection by the City. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the City's systems.

Employee use of City-provided communication systems, including personal email and internet use, which are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through email and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the City's systems. To protect against possible problems, delete any email messages prior to opening that are received from unknown senders and

advertisers. It also is against City policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on City computers. Violations of this policy may result in termination for a first offense.

The City encourages employees to use email only to communicate with fellow employees, suppliers, customers, or potential customers regarding City business. Internal and external emails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending emails within and outside City business.

All use of City-provided communications systems, including email and internet use, should conform to our City guidelines/policies, including but not limited to Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. For example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments.

Because email, telephone and voice mail, and internet communication equipment are provided for City business purposes and are critical to the City's success, your communications may be accessed without further notice by City management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the City recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Abuse of these privileges is subject to corrective action up to and including termination.

The City reserves the right to monitor customer calls to ensure employees abide by City quality guidelines and provide appropriate levels of customer service. Employees working in sales and customer service will be subject to telephone monitoring and email.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

Time Off and Leaves of Absence

Holidays

The City observes and allows time off with pay for the following holidays:

New Year's Eve	December 31st
New Year's Day	January 1

Martin Luther King, Jr. Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday following Thanksgiving	4th Friday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th
Three personal holidays	Requested in writing by individual full-time employee and approved by the City Manager

Any additional holidays will be designated by the City at the start of each calendar year.

If one of these holidays falls on a Sunday, it will be observed on the following Monday; if Monday is a holiday, it will be observed on the following Tuesday. If the holiday falls on a Saturday, the City Manager will select either the following Monday or the preceding Friday as a substitute holiday. The City reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

Holiday pay. Full-time regular employees are eligible for holiday pay. Part-time regular employees are eligible for holiday pay for the hours they are regularly scheduled to work. Temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times his/her regularly scheduled hours (not to exceed eight hours).

To receive holiday pay, an eligible non-exempt employee must be at work or taking an approved absence on the workdays immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of paid vacation or paid sick leave. If an employee is absent on one or both of these days because of an illness or injury, the City may require verification of the reason for the absence before approving holiday pay.

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the City should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled

day with another employee, or take vacation time, or take off unpaid days. The City will seek to reasonably accommodate individuals' religious observances.

Annual Leave

The City of Belleair Beach recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The City provides paid leave time to full-time employees for this purpose and employees are encouraged to take vacation during the year. Part-time employees will be eligible for paid vacation on a pro rata schedule. Temporary employees and summer recreational employees are not eligible to earn annual leave.

Annual leave is intended to be used to provide periodic time off and each department head must make every effort to ensure that annual leave is used by all employees on a current yearly basis to provide employees with the proper rest and relaxation period. Annual leave not used will accrue. The maximum amount of annual leave an employee may have to their credit at any time is 40 days.

Employees may not take paid vacation until they actually have earned or accrued the vacation time.

Full-time employees accrue paid vacation at the start of employment according to the following schedule (annual totals should be rounded to the nearest whole day):

Years of service	**Eligibility**	**Accrual Amount**
After 1 year	5 workdays per year	3.333 hours per month
After 2 years	10 workdays per year	6.666 hours per month
After 5 years	15 workdays per year	9.999 hours per month
After 10 years	20 workdays per year	13.333 hours per month

New employees are eligible to use paid vacation after one year of continuous service. Generally, employees should submit vacation plans to their supervisor at least 4 weeks in advance of the requested vacation date. Employees may apply for and take annual leave in increments of one hour. All annual leave use is subject to prior approval of the City Manager or his or her designee. Use of vacation/annual leave is at the sole discretion of the City.

Vacation should be used in the year it is earned. Employees will be permitted to carry-over up to 30 days of accrued vacation to the following calendar year. An employee resigning or retiring from the City shall be paid for their earned annual leave. Such leave pay shall be made at the employee's current rate of pay.

Terminal vacation leave pay shall not be paid to separating employees who fail to give at least two weeks' written notice.

Employees who terminate prior to completion of probationary period will not be paid for any accumulated annual leave.

In case of death of an employee, payment for unused annual leave shall be made to the employee's beneficiary estate or as provided by law.

Sick Leave

Accreditation of time. Full-time employees earn the equivalent of eight hours of sick leave per month at the start of employment and for each month thereafter. Part-time employees earn sick leave on a proportionate basis in relation to that earned by full-time employees.

Eligibility. Full-time regular employees and part-time regular employees are eligible to earn sick leave. Temporary employees, contractual employees, and seasonal summer employees who are not considered part-time employees are not eligible to earn sick leave.

Accrual of hours not used. Sick leave hours not used during any pay month shall be accrued and carried forward for future use.

Maximum accrual. Employees may accrue sick leave benefits with no maximum.

Use. Sick leave may be used after successful completion of the probationary period. Sick leave is a privilege to be used only when needed, and is intended for bona fide illness, medical and/or dental appointments of the employees or any permanent member of the household of a City employee without regard to blood or marriage. The City may, at any time, request medical verification of any absence before authorization of sick leave benefits. The City may also require a physical checkup by a physician to verify fitness for duty in instances of habitual sick leave absence. Falsification of sick leave requests or abuse of the privilege will be considered as cause for disciplinary action up to and including dismissal.

Need for additional time after exhaustion of accrued time. If additional time is needed after exhaustion of accrued sick leave, other accrued leave time (i.e., personal days or vacation time) shall be used, upon the employee's written request, to remain on a paid status. Borrowing sick leave or advancing sick leave is not permitted.

Rate of pay for time used. Used sick leave time for accrued sick leave time will be made at the current pay schedule for the employee.

Applicability. This sick leave policy applies to all employees of the City and shall not be waived, altered, or changed without the approval of the City Manager. It is the responsibility of all department heads to protect the City from loss of time occasioned by employees who take sick leave without justification and to protect the employee from endangering his/her fellow workers.

Voluntary sick leave donation program. It is the purpose of the voluntary sick leave donation program to establish a procedure by which City employees may donate accrued sick leave on an hour-for-hour basis to other City employees on an individual basis without regard for the difference in the hourly rate of pay between donor and donee.

- An employee may wish to voluntarily donate a portion of their accrued sick leave time to another employee who has exhausted all available leave due to an approved medical situation. This decision to donate is purely an individual decision based on one's own reasoning and subjective criteria. Assuming this to be the case, the employee donating accrued sick leave time may do so, in writing, to the City Manager specifying how many hours are to be donated and to whom. It shall be understood that all sick leave donated shall become the benefit of the person to whom it was donated and shall be considered as irrevocable for any reason.
- All employees who wish to participate in the voluntary sick leave donation program are advised that the City will in no way assume responsibility for any misunderstanding between the donor and the recipient.

Voluntary separation and retirement. Upon the voluntary separation from employment with the City (except while under investigation), the employee shall be entitled to receive payment, at the employee's current hourly rate of pay, for 25 percent of his/her accrued sick leave but in no event to exceed a total of 720 hours for employess with more than five years of actual service with the City, provided however, that the employee gives his/her department head no less than two-week prior written notice of an intent to terminate employment.

Upon the qualified retirement from employment with the City, the employee shall be entitled to receive payment, at the employee's current hourly rate of pay, for 25 percent of his/her accrued sick leave, but in no event to exceed a total of 720 hours for employees retiring with more than five years of actual service with the City, and 100 percent of his/her accrued sick leave to a maximum of 720 hours for employees retiring with more than ten years of actual service with the City.

Light Duty

a. An employee who provides written documentation from her/his doctor indicating that the employee is unable to perform her/his regular job duties due to an accident, illness, or medically related reason may, with the approval of the City Manager, be placed on light duty status or assigned to perform other temporary duties which will not be prohibited by the condition during recuperation, within the following guidelines:

(1) The employee’s hourly rate of pay remains the same.

(2) If requested by the City, the employee submits to a physical examination by a medical doctor (selected and paid for by the City) prior to approval (or continuation) of the temporary status. Failure to comply could result in denial of use of further leave.

(3) The temporary light duty status may be approved by the City Manager for a period not to exceed three (3) consecutive months.

(4) Requests to remain in the temporary status in excess of the three-month period must be authorized by the City Manager. Such requests will only be considered under exceptional circumstances.

(5) Approval of temporary light duty is in the sole discretion of the City and is conditioned upon the availability of budgeted payroll funds to pay the employee and/or temporary workers at the same time, the disruption which may be caused to other workers in the workplace, the operational needs of the City, and the availability of actual, bona fide light duty work to be done. The City will not create light duty work where none actually exists.

(6) With documentation from a doctor stating the employee may return to regular, unrestricted, full duty status, the employee will resume his/her regular position.

(7) When approved to return to regular, unrestricted, full duty status, failure by the employee to do so could result in termination of employment.

(8) Approval of temporary light duty does not signify the City's agreement that the employee is a qualified individual with a disability under the Americans with Disabilities Act ("ADA") or the Rehabilitation Act, or abrogate any defense that the City may have under these or similar civil rights laws.

Employees who are determined to be unable to perform the essential functions of their job may request a reasonable accommodation under the ADA if such accommodation would then allow the employee to perform her or his essential job functions. Since light duty does not allow the employee to perform all of her or his essential duties, light duty is not a reasonable accommodation.

Military Leave

a. For purposes of interpreting this Section, the general term "Military Leave" includes both Military Leave, as provided for in subsection (1) below, and Military Call, as provided for in subsection (2) below.

(1) Military Leave: In accordance with Chapter 115, Florida Statutes, City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or a member of the National Guard, shall, upon presentation of a copy of the employee's official orders, be granted military leave on all days during which the employee is ordered to active duty or inactive duty for training. Such employees shall not be required to work, or use accrued personal leave on any day during which they are engaged in training under official orders. Whether continuous or intermittent, such leave with pay may not exceed 240 working hours (30 days) in any one annual period beginning January 1 and ending December 31. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character, including assignments under applicable FEMA or USERRA regulations, shall be without pay unless required by federal law.

(2) Military Call: City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, who are ordered to active military duty shall, upon presentation of a copy of the employee's official orders, be granted military leave beginning with the day ordered to duty and ending up to 31 days after the date of release from the military service or from hospitalization continuing after discharge. The first thirty (30) calendar days of such leave shall be with full pay. (Note: Employees would only be compensated for scheduled workdays during this 30-day period.)

b. Scheduled workdays for which Military Leave is taken under the rules outlined in subsections a (1) and a (2) above will be compensated as Military Leave or Military Call (as applicable) and will not count towards overtime.

c. Employees requesting Military Leave shall furnish the City Manager with competent orders from the appropriate military command as valid evidence of such duty status. These orders shall be kept in the employee's departmental personnel file. Since "competent orders" are not always defined or consistent, the City Manager may consult with the City Attorney for guidance.

d. Any absence in excess of the limits set in subsections a (1) and a (2) above may, upon request by the employee and approval by the appropriate supervisor, be covered by accrued vacation leave or accrued comp. time. If not requested by the employee or approved by the City Manager as PTO or comp. time, such absences in excess of the limits shall be approved as military leave without pay. However, such leave shall be without loss of seniority or time in service. Should any portion of the leave be paid leave, the employee shall be entitled to accumulate all benefits granted under paid leave status.

e. City employees called to active military service will not be discharged, reprimanded, or in any other way penalized because of their absence due to such service. The employee's position may be filled by another employee with substitute or temporary status. Upon

separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location.

f. Veteran's Leave: A City employee filling a regular established position and who has been rated by the United States Department of Veterans Affairs or its predecessors to have incurred a service-connected disability and has been scheduled by the United States Department of Veterans Affairs to be examined or treated for the disability, shall be granted veteran's leave for such reexamination or treatment without loss of pay or benefits. The maximum veteran's leave authorized for this purpose shall not exceed six (6) calendar days in any one annual period beginning January 1 and ending December 31. Hours used are not counted as hours worked toward overtime.

Issues of military leave not addressed in this policy shall be resolved as provided for state employees in applicable provisions of the Florida Administrative Code, Florida Statutes, and federal law.

Bereavement Leave

Employees may request paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or relative who lived in the employee's home. A regular employee will be allowed up to three calendar days off with pay from the day of death within the state and up to five calendar days off for an out of state funeral. All regular employees may take up to one (1) day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins).

The City may require verification of the need for the leave. The employee's supervisor will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of eight hours for one day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Leave

a. Whenever an employee (full-time, part-time, or temporary) is called for jury duty, upon presentation of the summons to his/her supervisor, the employee will be excused from scheduled workdays and will receive Jury Leave pay for hours actually performing such duty, but not exceeding their scheduled work hours. The employee will not be compensated by the City for Jury Leave on unscheduled workdays unless the employee requests to substitute a night or weekend shift or portion thereof immediately preceding or following jury duty. The employee keeps any jury fees received.

b. Paid Jury Leave hours are considered as hours worked for all compensation purposes including calculating hours worked towards overtime. The City does not reimburse an employee for meals, lodging, travel, or any other expenses incurred as a juror.

c. Employees are required to report to work if excused from jury duty during their regular working hours. However, if their scheduled shift has been filled or they are not otherwise needed to complete the shift, they may, with supervisory approval, charge the balance of their scheduled work hours to their vacation leave or compensatory time leave accounts, or take the time off without pay, but only to the extent they are not able to make up regularly-scheduled hours by means of flex time assignment.

d. An employee called to jury duty shall promptly notify his or her supervisor and provide a copy of the court summons so that arrangements may be made in advance for his or her absence from work. Where requested by an employee's supervisor, an employee will provide the head with a statement of actual days spent on jury duty service (such as by memo or e mail) before compensation is approved. Where the Clerk of Court engages in "day prior call in" programs (where unseated jurors call a number to determine whether their presence will be needed the next day), employees who discover their presence at the courthouse will not be required the following day (but who have not yet been released from duty) shall report to work on that day unless otherwise ordered by the Court. Once an employee is released from duty, he or she shall inform the department and report to work.

e. An employee called to jury duty while on paid leave shall be allowed jury duty pay for that time served in court which corresponds to his or her regular workday. Such employee shall have his or her leave hours restored provided satisfactory evidence of the time served on jury duty is presented to the department. In the event a holiday occurs during the period an employee is serving on jury duty, he or she shall receive holiday pay for the holiday rather than jury duty pay.

Employees who have a normal work schedule outside the regular business day (night or weekend shifts) who are summoned for jury duty during the business day immediately following the scheduled shift shall, if they request, be permitted to be excused from their scheduled work shift (or portion thereof) immediately prior to the jury duty day, in order to rest or otherwise prepare for their jury service. However, such excused period shall not exceed 8 hours and, where an employee requests to be excused from work for a portion or all a scheduled shift, the employee shall not be compensated for the shift or portion thereof, not actually worked (unless vacation leave is used) but shall only be compensated for jury duty equal to the number of shift hours missed performing such duty. Notwithstanding the general requirement for employees to report to duty should they not be required to spend an entire day of jury duty service, night/weekend shift employees who serve any portion of a day for jury duty without taking time off their regular shift shall be paid for the entire shift, not to exceed the number of work hours scheduled.

Witness Leave

a. An employee appearing as a witness for the City in a court case or administrative proceeding within the boundaries of Pinellas County, in which the City is a party, including

depositions, post-termination proceedings, mediation or arbitration proceedings, or who is subpoenaed as a witness in a court case or administrative proceeding in which the employee's testimony is related to official City business, is considered to be on duty during such appearance (not including travel time), even during off-duty hours. The employee must remit to the City any witness fee received in connection with such appearance. In the event the litigation is in a forum outside Pinellas County, and the employee attends as a witness for the City, he/she shall be entitled to per diem expenses in accordance with Florida Statutes § 112.061. However, in the event the litigation is in a forum outside Pinellas County, and the employee is subpoenaed by a party other than the City, the employee may keep any reimbursement of travel expenses, and he/she shall not be entitled to reimbursement of per diem expenses from the City.

b. An employee who voluntarily appears at a court or administrative proceeding, as defined above, on behalf of a party litigating against the City shall be ineligible for witness leave pay by the City for any time spent at such proceeding and must attribute such time to appropriate available leave balances or take leave without pay.

c. An employee who becomes a party in or is appearing as a witness in any case other than those described in Paragraph a. is considered to be off-duty and must attribute such time to appropriate available leave balances or take leave without pay. Under such circumstances, the employee is entitled to keep any witness fee received.

Leave Related to Disability

a. Workers' Compensation

(1) An employee who suffers accidental injury arising out of work performed in the course and scope of City employment may qualify for benefits during periods in which the employee is unable to work, as provided in the Workers Compensation Law, Florida Statutes Chapter 440. Any employee who has suffered an injury or illness while at work is required to report that injury or illness on an appropriate City form as soon as possible. Supervisors who are aware of such illness/injury are required to provide the appropriate form to the employee, to compel the employee to complete it, and to promptly report the incident to the City Manager.

(2) An employee receiving workers' compensation wage benefits may, at the employee's election, use any available vacation or sick leave balance in accordance with the leave provisions in this Policy Manual to supplement those benefits. The supplemental payments plus workers' compensation benefits cannot exceed the employee's regular salary. Time spent by an employee accessing treatment for a workers' compensation covered injury does not count as hours worked toward overtime.

(3) An employee who is released to light duty by the workers compensation primary care provider may, at the discretion of the City Manager, be assigned to perform other than his/her regular duties during recuperation. An employee who refuses to accept a light duty assignment will be ineligible for other disability leave, may lose workers compensation benefits, and will be subject to disciplinary action for refusal to perform work assigned.

(4) An employee who refuses to return to work after being released to unrestricted full duty by the workers' compensation primary care provider will be subject to discipline, including discharge, or may be deemed to have abandoned his/her job and resigned.

(5) Nothing in this sub-section (a) eliminates or reduces an employee's rights under Florida law, to appeal workers' compensation decisions, nor should it be read as guaranteeing light duty work. Where no bona fide light duty work is available within the employee's assigned work unit, the employee may be required to remain out of the workplace until the employee's physician certifies she/he is able to return to full duty. While no employee will be retaliated against for having submitted a claim for benefits and will give every opportunity for employees to recover from work-related injuries, the City reserves its right under law to terminate any employee for the inability to perform the essential functions of his or her job where the needs of the City so require.

b. Short-Term Disability Leave/Reasonable Accommodations/Fitness for Duty Exam

(1) All employees of the City are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the City Manager to work with the employee to identify reasonable accommodations which will permit the employee to perform all essential job functions. This process may take more than one try depending on the specific facts of the case. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the City wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her essential job functions. The City Manager, with appropriate advice from the City Attorney, should be consulted where any questions arise over the identification of accommodations.

(2) Where the City Manager, through appropriate medical documentation or written representations from the employee, becomes aware that an employee is unable to perform the functions of his/her job due to illness or injury, she/he will explore with the employee any workplace accommodations which may permit the employee to perform the affected job functions. In conjunction with this accommodation search, or in instances where the facts reveal that an accommodation is not possible or legally

unreasonable, the City may require the employee to submit to a fitness for duty medical examination by a physician named and paid for by the City. The City's inquiry will be limited to whether the employee is able to perform job-related functions and if not, the probable duration of the disability and expected return to full duty. If the medical examination confirms that the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation, the employee may request to use any short-term disability insurance policy the employee may have obtained for up to thirty (30) calendar days. The granting of such request is at the sole discretion of the City Manager. NOTE: Outside of a worker compensation claim or a City-paid fitness for duty examination, City staff should not be directly communicating with healthcare providers of employees. Instead, all such communication will be made through the employee to the provider in writing.

(3) If the City Manager approves the use of short-term disability leave paid from a short-term disability insurance policy, then, at the outset of such leave, the City Manager will inform the employee in writing of the maximum duration of the leave and that, at the conclusion of that time period, the employee is expected to return to unrestricted full duty work, if he/she is able to perform the essential functions of the job with or without reasonable accommodation.

(4) The granting, denying, or administration of short-term disability leave under this rule relates only to the ability to remain on the City's payroll as an employee while accessing a short-term disability leave insurance benefit and does not constitute, and is in no way related to, any paid leave policy of the City.

(5) An employee authorized to be on short-term disability leave must be paid by the insurance policy first. If absence is authorized beyond those benefits, then sick and vacation hours are to be used next. If sick and vacation leave is exhausted, the employee may request use of any available compensatory time. If the employee uses all such leave or does not have enough leave to cover the duration of the disability leave period, the employee may request to be placed on leave without pay for the balance of the short-term disability leave period. Such unpaid leave period is at the sole discretion of the City Manager.

(6) If, at the conclusion of any short-term disability leave period granted, the employee is still unable to perform the essential functions of his/her job with or without reasonable accommodation, the following options are available:

(B) The City Manager may require the employee to submit to another medical examination. If the examination reveals that the employee is able to perform the essential functions of the job with or without reasonable accommodation, the employee must return to work or face discharge, or be deemed to have abandoned his/her position and resigned.

(C) The employee may request an extension of short-term disability leave for another thirty (30) calendar day period not to exceed a total of three (3) consecutive months. The City Manager may require the employee to produce a medical certification indicating that he/she remains unable to perform the essential functions of the job during these periods. Such requests may be granted under exceptional circumstances, depending on the operational needs of the department.

(D) The City Manager may accept the employee's voluntary written resignation for reason of inability to perform assigned duties.

(E) The employee may be non-disciplinarily separated for inability to perform with or without an accommodation.

(7) While under short-term disability leave without pay, it is the employee's responsibility to pay any group health and life insurance premiums that are normally paid by the employee. Such monthly premiums must be paid by the employee prior to the effective month of coverage; otherwise, coverage may terminate.

Time Off for Voting

The City of Belleair Beach recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this will not be the case, contact your supervisor to discuss scheduling accommodations.

Domestic Violence Leave

a. Pursuant to Florida Statutes § 741.313, an employee who has been employed for 3 or more months is permitted to request up to 3 working days of paid or unpaid leave during any rolling 12-month period if the employee, or a family or household member of the employee is the victim of domestic violence, where such leave is taken to:

(1) Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;

(2) Obtain medical or mental health care for the employee or family or household member to address injuries resulting from an act of domestic violence;

(3) Make the employee's home secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator; or

(4) Seek legal assistance or attend court proceedings arising from an act of domestic violence.

b. Domestic violence leave shall be coded as paid sick or vacation leave (depending on whether the reason for taking the leave is to seek medical treatment or not) to the extent the employee has sufficient leave balances. Otherwise, the leave shall be coded as no pay.

c. Except in cases of imminent danger to the health or safety of the employee or family or household member, an employee seeking domestic violence leave must provide appropriate advanced notice of the leave request, and may be required to produce sufficient documentation to support the requested leave. To the extent an employee provides personal identifying information related to a request for domestic violence leave, such information shall be maintained by the City as confidential and exempt from public records disclosure, pursuant to Florida Statutes § 741.313(4)(c)(2).

Employees who feel they are not being granted domestic violence leave should contact the City Manager to determine eligibility and obtain a suitable resolution to the matter.

Leaves of Absence Without Pay

a. Leaves of absence without pay will only be allowed upon depletion of accrued available vacation and sick leave balances, and comp time balances. The exception to this would be an employee who requests a leave of absence without pay to supplement military leave.

b. The decision to grant leaves of absence without pay is a matter of administrative discretion and must be approved by the City Manager.

c. Leaves of absence without pay may be approved up to a maximum of three (3) months.

d. While under a leave of absence without pay, any group health and life insurance premiums that are normally paid by the employee must continue to be paid by the employee. Applicable monthly premiums must be paid by the employee prior to the effective month of coverage; otherwise, coverage will be canceled at the beginning of the delinquent period.

Leaves of Absence Related to Judicial Proceedings

a. If an employee is arrested for, and/or charged with, an alleged violation of a federal or State law, county or municipal ordinance, or an order of a court, and/or becomes incarcerated for such reason, the City Manager shall investigate as necessary for the purpose of determining whether to take disciplinary action and/or whether to place the employee on judicial leave of absence pending judicial proceedings. The decision to place an employee on leave of absence is discretionary with the City Manager. Any decision to

place an employee on judicial leave shall be final and not subject to appeal through any grievance process.

b. While in some cases the City may elect to await the outcome of judicial proceedings prior to discipline action, the City reserves the right to make its own determination regarding the facts of the case and whether its personnel rules were violated, regardless of the outcome of any criminal proceedings.

c. An employee not incarcerated while awaiting disposition of a charge may be permitted to work if it is determined by the City Manager that allowing the employee to work will not adversely impact City operations or citizen good will, or jeopardize the well-being of other employees or citizens.

d. Judicial Leave is not a right but an option which may be exercised at the sole discretion of the City and shall be unpaid. However, an employee must use all vacation leave prior to any unpaid period. Nothing herein should be interpreted as preventing the City from proceeding to terminate or otherwise discipline an employee at any time after a charge or arrest where the City possesses adequate information upon which to base its decision.

Electronic Communication and Social Media

1. Employees are prohibited from using City owned devices (computers, tablets, smart phones) for personal use.

2. For those employees of the City who have been provided with computers, tablets, or smart phones that enable them to send and receive electronic mail (email) and access the Internet to assist in the performance of their job duties, the employees are to use these systems for appropriate purposes related to their job duties.

3. The Internet may not be accessed at any time to gamble or engage in other illegal activities or to view, display, store, download, transmit, or receive any material that is fraudulent, harassing, sexually explicit, profane, obscene, defamatory, or otherwise unlawful, including offensive material concerning gender, race, color, national origin, religion, age, disability or other characteristic protected by law, regardless of intent.

4. It is the employee's responsibility to make every effort to protect the City's technology resources available to him or her. Each employee is responsible for the use and security of assigned City computers and passwords.

5. City employees must adhere to the following technology use rules in order to protect the City's technology assets and systems/data security:

- When not in use, keep removable storage media and paper documents containing information that should be protected from disclosure in a secure place.
- Report suspected computer security incidents such as viruses, unauthorized disclosure or inappropriate use to the City Manager or Clerk.
- When reviewing emails, if you do not know who the sender of the email is, or the email does not seem to be regarding legitimate City business, to not click on any embedded links. CLICKING ON EMBEDDED LINKS MAY ALLOW THE CITY'S SOFTWARE AND DATA SYSTEMS TO BE HIJACKED FOR RANSOM.

6. The City may, from time to time, elect to utilize one or more social media platforms. City employees who are not authorized by the City Manager to use such social media platforms are not allowed to publish or comment as a representative of the City via any City-established social media account. All uses of social media shall follow the same ethical standards that City employees must otherwise follow.

7. Employees are expressly forbidden to misuse any social media access privileges in any way, including:

   a. Using social media accounts for unlawful activities, including violations of copyright law, or for activities that are malicious or have the effect of harassing other users;

   b. Misrepresenting the City's programs or policies in their communications;

   c. Publishing confidential information. Examples of confidential information may include unpublished details about projects, private customer data, protected health information, unreleased bid or financial information, private personnel information and other sensitive or classified information. Determination of confidential-natured content is the responsibility of the City Manager.

Employee Benefits

The City of Belleair Beach recognizes the value of benefits to employees and their families. The City supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the Summary Plan Descriptions (SPD). To the extent that the information provided here conflicts with the SPD or full plan document, the full plan document will control.

Medical, Dental, and Vision Insurance

Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 30 days of service. Upon approval of the application by the City Manager, the City pays the premium for the employee's coverage. The employee may elect to include other family members (as authorized by the current plan). To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

Group Life Insurance

The City provides life insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on the first day of employment. The life benefit information will be provided by the City Clerk upon request. The cost of this coverage is paid for in full by the City.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

The City of Belleair Beach pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The City abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and the City Manager immediately. The supervisor will complete an injury report with input from the employee and return the form to the City Manager. The City Manager or their designee will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Employees will not be paid vacation or sick leave for approved absences covered by the City's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

As provided for in F.S. Ch. [§] 440.12(1), no workers' compensation payments shall be allowed for the first seven calendar days of the disability. An employee may use his/her sick leave during this period and charge against their accrued sick leave one day for each day absent, except as provided for in the State of Florida Workers Compensation Law, Section [F.S. §] 440.15(11).

If the disability extends beyond seven calendar days, on the eighth calendar day the employee will receive worker's compensation payments at the rate of 66 2/3 percent of their average weekly wage (with a maximum amount as established under F.S. Ch. [§] 440.12(2)(b)). The employee may elect to charge against their accrued sick leave, on a proportionate basis, the difference between the worker's compensation payment and their regular pay in order to receive full pay.

Educational Reimbursement

Subject to budgetary limitations, the City Manager has the authority to approve any job-related course including registration, tuition, books, and lab fees, provided the applicant is not receiving benefits from other sources. All courses that are deemed to be related to a current or future position with the City, are offered by an accredited institution, and are completed with a passing grade of "C" or better are recognized for educational assistance. While all approved courses are reimbursable, the following are highly recommended:

- *Job improvement courses:* Courses directly related to the employee's assignment that will improve his/her skills, knowledge, and ability to perform his/her duties and increase, through more advanced techniques, his/her potential for promotion.
- *Self-development courses:* Courses which may not be job specific, but which will help the employee do a better job (i.e., foreign language may help employees communicate more effectively with foreign nationals).

In addition, educational reimbursement is also applicable to costs for tests (i.e., GED, CLEP, etc.) which result in credit towards high school, college, or another educational equivalent.

In accordance with 29 C.F.R. § 785.27, attendance at lectures, meetings, training programs and similar activities need not be counted and, consequently, shall not be counted as working time if the following four criteria are met:

a. Attendance is outside of the employee's regular working hours;
b. Attendance is in fact voluntary;
c. The course, lecture, or meeting is not directly related to the employee's job; and
d. The employee does not perform any productive work during such attendance.

Attendance at training workshops/seminars is permissible during working hours with prior City Manager approval. All employees who attend education or training classes during normal working hours are directed to mark their timecards with the appropriate code as enacted by the City's payroll system.

An employee may not use any City personnel, equipment or supplies as part of the course or program of instruction. Nor may an employee work on projects or homework, or attend a tuition-reimbursed course during assigned working hours, unless such time is covered by approved leave or compensatory time, or leave without pay.

Eligibility for participation in educational programs.

All regular full-time employees are eligible for participation in the educational program after one year of continuous service. Employees receiving payment for their educational expenses from other sources are not eligible.

Application procedure.

An employee desiring to participate in the educational program shall submit an educational reimbursement request to his/her department head requesting approval for program participation at least ten working days prior to the beginning of a class. If approved by the department head, the application shall be forwarded to the City Manager for concurrence and subsequent approval. (*Note:* The City will not provide reimbursement for any course or test initiated prior to the date of approval of the application.)

Agreement and certification by employee.

The application for program participation shall provide an agreement to be signed by the employee, notarized, and stipulating that the employee will remain in the City employment a

minimum of three full years after completion of the approved courses. Should the employee's services be terminated during this period, voluntarily or involuntarily, the City shall be reimbursed for funds paid to the employee for educational expenses as provided in the following reimbursement formula:

Termination After Reimbursement	
Completion of course(s)	Pay back to City
Less than 1 year	100%
Less than 2 years	50%
Less than 3 years	25%

Completion of courses and reimbursement of expenses.

Upon successful completion of the course, the employee's personnel record will be documented with his/her educational achievement, and the City Manager will arrange for reimbursement to the employee expenses for tuition, books, and other course materials, based on the following schedule:

Passing with a letter grade of A, B, or C or 100%

Reimbursement for courses in which letter grades are not issued will be in the following manner:

Satisfactory/Pass	100%
Unsatisfactory/Fail	0%

It is the employee's responsibility to furnish to the City Manager a copy of the transcript specifying the grade achieved or rating of satisfactory achievement.

City and Personal Vehicle Use

1. When it is necessary to allow an employee to carry out assigned job duties, an employee may be required to operate and control City-owned/leased vehicles, or to operate a personally owned vehicle for City business. When possessing a City-owned/leased vehicle for such a reason, employees may only use it during the course and scope of their assigned employment duties, and under no circumstances is the vehicle to be used for personal business or pleasure, whether during duty hours or not. However, employees may make workday deviations to use restrooms or take meal/comfort breaks.

2. An employee driving a City vehicle, or a personal vehicle for City business, must have in his or her possession a valid Florida driver's license with any required endorsements or classifications.

3. City vehicles will not be used to transport anyone other than City employees unless the person(s) to be transported are directly involved in the provision of City-related services or otherwise involved in City government operations.

4. In normal circumstances, City owned/leased vehicles are to be driven over the most direct route. Any out of Pinellas County travel must be pre-approved by the City Manager unless emergency circumstances prevent prior approval.

5. No employee shall operate a City vehicle or personal vehicle on City business when any physical or mental impairment causes the employee to be unable to drive. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication or being under the influence of illegal drugs or alcohol.

6. Vehicles driven on City business must be driven in accordance with all applicable traffic and parking laws, including applicable speed limits. Seat belts must be used by vehicle occupants at all times. Each employee shall be personally responsible for any fines or penalties incurred as a result of driving or parking violations while operating a City vehicle.

7. Any accident involving a City-owned vehicle which results in property damage and/or personal injury will be reported without delay to the operator's immediate supervisor, regardless of whether such accident occurs during or after regular duty hours, as well as to the law enforcement agency with jurisdiction over the accident scene.

8. The City does not normally authorize take-home vehicles. In the event the City may assign a City vehicle to an employee for use to and from work, the employee shall be responsible for the personal tax liability for the value of this use. No other City employee is authorized to take City vehicles home. Any request for a special exception must be submitted in writing to the City Manager.

9. City vehicles must be maintained in good working order at all times. An employee who observes an apparent safety or equipment defect regarding vehicle equipment should report it to a supervisor immediately and if the vehicle is unsafe, it shall not be driven further. Employees who have been assigned a take home vehicle shall store the vehicle in a safe, secure area at the employee's residence, keep it locked, and shall take all reasonable measures to prevent damage to the vehicle.

10. When City vehicles are not in use, they shall be parked in a designated City parking lot.

11. Employees are on notice that they should avoid bringing valuable personal items into City vehicles. The City will not be responsible for the loss or theft of any personal items from City vehicles, and City vehicles may be inspected or searched at any time at the City's election.

12. Employees who are assigned a City vehicle, or who are using their personal vehicle while on City business, must refrain from speaking on cellular phones while driving the vehicle unless the employee makes use of a "hands-free" device. Employees not using hands-free devices must bring their vehicles to a full stop in a safe location prior to using a cellular phone. Employees shall not text or type on smart phones while driving.

13. Employees shall not smoke, vape, or use smokeless tobacco within any City vehicle.

14. No City employee shall order, authorize or permit any non-City employee, including contractors and temporary workers, to operate any City vehicle, including cars, trucks, earth-moving equipment, airplanes, all-terrain vehicles, and boats, unless same is absolutely required to respond to an extreme emergency or imminent threat to life or safety and no City employee is available to operate the vehicle.

15. If an employee is assigned a take-home vehicle, the employee may not use the City-owned vehicle to engage in personal business while commuting to/from work, including shopping trips, stopping at dry cleaners (other than to pick up or drop off City uniforms), or picking up or dropping off school children.

16. By law, the City may not be required to cover injuries or damages resulting from use of vehicles by its employees unless such use was in the course and scope of employment. Employees are therefore warned that failure to limit use of City vehicles to such purposes may result in personal financial liability for any such damage or injury to the employee or third persons. To the extent the City Manager determines appropriate, employees being granted use of City vehicles or being instructed to use personal vehicles to conduct City business may be required to execute acknowledgement forms concerning issues of liability.

17. Authorization given to an employee to use a City-owned vehicle, whether take home, daily assignment, pool or otherwise, is not and shall not be construed as being a guaranteed benefit or entitled form of compensation to the employee. Vehicles are assigned based on operational needs and budgetary limitations and the City may remove, reassign, or decommission any of its vehicles at any time within its discretion.

Travel Policy

All travel by City employees must be authorized by budgetary appropriation or by direct authorization by the appropriate department head.

Travel expenses for City employees on authorized travel shall be limited to those expenses incurred by them in the performance of a public purpose, and shall include, but not be limited to, City business, conventions, conferences and training or education by which attendance would serve a direct benefit for the City.

Lodging should be obtained in advance, and the lowest rate available should be obtained. Tax exemption should be requested at the time the reservation is made. Tax Exemption Certificates are available on the City's intranet. It is the employee's responsibility to ensure that the hotel has processed the tax exemption.

Travelers may elect to have meals reimbursed at either 1) a flat per diem amount or 2) with a detailed receipt to include what was purchased, but not a combination of both. If there is no receipt, the per diem rate will apply for all meals. The City Manager must approve all receipts above the per diem rate. If the City Manager decide the higher priced meal was not justified, the traveler will receive the per diem rate. Per diem meals are reimbursed at current U.S. General Services Administration Meals & Incidentals (M&IE) rates.

No allowance for meals shall be authorized when traveling is confined to the City.

No reimbursement is allowed for meals included in conference registration or provided by airlines. The traveler is responsible for noting such meals. If a traveler cannot take advantage of a provided meal for City business-related reasons, or the food provided does not meet the dietary restrictions of the traveler, the traveler will be reimbursed at the per diem meal rate. Receipts and a written justification of why they are unable to take advantage of the meal are required for reimbursement of a substituted meal.

The City will not reimburse for any expenses related to the purchase/consumption of alcoholic beverages. Employees should request a separate bill for alcoholic beverages or meals purchased for other travelers not eligible for reimbursement.

Transportation

All travel shall be upon established direct routes. If a traveler elects to take an indirect transportation route for his/her convenience, costs in excess of the rate for a direct route passage shall be borne by him/her and he/she shall be reimbursed only for such direct route fare.

Use of a privately-owned vehicle for official travel in lieu of public vehicle or common carrier may be authorized by the department head if a publicly owned vehicle is not available.

If traveling by privately owned vehicle, the employee shall receive reimbursement of a mileage allowance per the Internal Revenue Service standard mileage rate as listed in the appropriate IRS publication. The standard rates published by the IRS annually in December shall be used for the following calendar year beginning January 1. All mileage shall be computed from the point of origin to the point of destination.

Unless otherwise approved by the department head, the point of origin for the outbound and the destination for the inbound leg shall be City Hall. The reimbursable mileage shall also include vicinity mileage necessary for the conduct of official business.

Other Allowable Expenses

In addition to the travel expenses presented above, the following incidental travel expenses may be authorized:

- Taxi or limousine fares.
- Ferry fares.
- Bridges.
- Road and/or tunnel tolls.
- Storage or parking fees.
- Communication expenses.

Conference or convention registration fees may be authorized if attendance at such conference or convention serves a direct City purpose with relation to the person attending.

Employees should ask the City Manager for guidance and assistance with procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Exempt employees will be paid their regular salary for any weeks in which they travel. Non-exempt employees will be paid for travel time in accordance with the City's policy and with federal and state wage and hour laws.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

Miscellaneous Policies

1. Area-Specific Rules

Though the City attempts, where possible, to maintain uniform rules generally applicable to all City employees, unique needs in specific City operational units may call for customized rules. Therefore, the City Manager may promulgate and implement additional rules unique to a given operational unit based upon operational needs and requirements as a supplement to this Policy Manual. Such rules, when issued, shall be applicable to employees of that unit as though they were published herein.

2. Use of Personal Cell Phones to Text

Unless expressly authorized to do so by the City Manager, employees are prohibited from using personal cell phones to send or receive text messages regarding City business. In the event an employee does so, then disciplinary action may be taken. Employees are also on notice that if they use their personal cell phones to make or receive text messages regarding City business, they become personally obligated to preserve such records, and their cell phone text records related to that City business shall be subject to access for the City's compliance with public records laws. Employees shall not maintain an expectation of privacy for cell phone records if the employee's personal cell phone (including text messaging) is used for City business. The employee's personal cell phone records associated with City business shall also be subject to production in the case of disciplinary proceedings.

3. City Property and Supplies

    a. Employees are expected to take proper care of the handling and use of all City equipment and property. Employees are not to remove City property from the premises without authorization by the City Manager with the exception of those items that have been authorized for use off the premises such as cellular phones, pagers, laptop computers, etc.

    b. Employees are not permitted to "recycle," "scavenge" or take for personal use any used or excess supplies, tools, or equipment, including construction materials and office supplies, absent a published City policy on re-use or recycling of such materials.

    c. The City will keep and maintain a record of all City property assigned to any City employee with a value in excess of $1,000.

    d. Upon request or separation from employment, employees shall return all City property to the City. By accepting employment with the City, employees agree that the replacement cost for all property damaged, lost or not returned may be deducted from the employee's paycheck without need to file any further legal action against the employee, except to the extent a deduction would reduce pay to an hourly rate below the prevailing minimum wage.

4. City Communications Equipment and Systems

All City equipment, including electronic communications systems such as e mail and voice mail, is the property of the City and is subject to monitoring at any time, with or without further notice, at the sole discretion of management. All City employees are required to comply with the terms of the City's computer and internet use policies, to the extent such are adopted by the City Manager or the City Council.

5. Address and Telephone Number

Each employee shall provide the City with a current physical address, telephone number, and contact information. The employee shall also provide and maintain a current name and telephone number of an emergency contact. The City Manager must be informed of any change in the above-required data in a timely manner.

6. Statements by City Employees to Attorneys, Law Firms, or Others Concerning Employees or City Business

City employees may from time to time be requested or subpoenaed to make a statement to an investigator, an attorney, or a law firm. These statements may be concerned with an actual or contemplated legal action against the City. Employees are not generally authorized to make representations to anyone regarding City business. Therefore, should any employee receive either a request to make a statement or be subpoenaed regarding City business, the employee shall discuss the matter with the City Manager and, prior to making any oral or written statements, the matter should be reviewed with the City Attorney. Nothing herein should be interpreted as preventing an employee from speaking with his or her own legal counsel regarding personal legal matters, nor from speaking with a representative of a labor association concerning any grievance, mutual aid or concerted activity as protected by Florida Statutes § 447.301.

7. Media Relations, Requests for Interviews

    a. The City's official positions and policies are set and communicated to the public by the elected Council Members and, in certain circumstances such as litigation or administrative matters, the City Manager or City Attorney.

    b. However, other City employees may from time to time be asked by various media outlets to provide comments or interviews concerning the City's policies, operations, or other such matters. To ensure that the City's official positions on matters related to the business of the City are communicated to the media in a consistent and informed way, any employee who receives a media request to be interviewed or to provide comments concerning City business shall refer the matter to the City Manager, who will determine the appropriate response. Unless first authorized by the Council or City Manager, employees shall refrain from providing comments or being interviewed regarding City business or policy.

8. Recording Workplace Communications Prohibited

Chapter 934, Florida Statutes, prohibits interception of wire or oral communications by electronic, mechanical, or other device without the consent of all parties involved. Recordings related to City business are also public records subject to being retained and inspected. Employees are therefore prohibited from recording any conversations between individuals, whether fellow employees, subordinates or citizens, with or without the permission of all parties, except as otherwise provided by law, as part of an official City broadcast production, as may be

authorized by a criminal investigation conducted by law enforcement, or as is authorized by City policies regarding City-owned phones, faxes, radios and computers.

9. Loss of or Failure to Obtain Professional Certification or License

    a. Where an employee's position with the City requires any specific certification, license, or other credential, including driver's license, as a condition of holding that position, the employee is required to obtain and maintain the certification, license, or credential, and to provide written proof thereof upon request. An employee who loses or within the provided amount of time fails to obtain the required certification, license, or credential for whatever reason, including suspension, revocation, or expiration, has a responsibility to immediately report this fact to the City Manager. Failure to provide timely notice will result in discipline up to termination.

    b. Upon timely notification by an employee that he or she has lost or failed to obtain the certification, license or credential, the City Manager shall have the following options:

        (1) Make a reasonable effort to reassign the employee, on a temporary basis, to appropriate and available responsibilities not requiring the certification, license, or credential, for a reasonable timeframe up to the subsequent exam/incident follow-up and results notification date to provide continuous employment during his or her efforts to attempt to acquire or obtain reinstatement.

        (2) Allow him or her to use any available and applicable leave during the allotted timeframe while obtaining reinstatement.

        (3) Place him or her on a temporary administrative leave of absence without pay not to exceed the allotted timeframe.

    c. An employee who fails to have his or her certification, license or credential reinstated, or to initially obtain same within the allotted period, may apply for and be considered on a competitive basis for any vacant City position for which he or she is qualified. If the employee is not selected or does not apply for such position prior to expiration of the allotted timeframe, then he or she shall be non-disciplinarily separated for failure to obtain or maintain a necessary job qualification.

10. Searches on City Property

    a. The City seeks to provide a safe work environment for all its employees. To that end, the City reserves the right whenever the City Manager has reasonable suspicion to believe an employee has brought on City premises or work sites alcohol, illegal drugs or controlled substances, or any other illegal or prohibited item, weapon, or stolen property; or has misused City equipment, to search City property including, but not limited to work locations, desks, file or storage cabinets, computer files (including

software, hardware, metadata, e mail, voice mail, and internet activity), lockers (locked or unlocked), City vehicles and private vehicles parked on City property or being used at the time of search for City business, and all other City equipment.

b. On a case-by-case basis, employees may be requested to display personal property for visual inspection. Failure to comply with a search or visual inspection request from supervisory or security personnel will be grounds for discipline. Searches of an employee's personal property, such as purses or briefcases or lunch containers, will take place only in the employee's presence unless an emergency condition exists which would, if confirmed, endanger others or the employee him/herself. Employees who do not wish to subject personal items to possible inspection are strongly advised to leave such items at home.

c. The City will make every effort to honor the personal dignity of employees during any search but will take appropriate disciplinary action in cases where prohibited items or activities are uncovered, regardless of how such item(s) or activity has been discovered (accidentally or in the process of a search).

11. Employee Arrest or Charge

Employees must inform the City Manager, either verbally or in writing and either personally or via an attorney or family member, etc., within three (3) business days of their being criminally arrested, charged, or convicted of any state or federal crime, including for violation of parole or probation. Failure to do so will result in disciplinary action.

12. City Bulletin Boards and Common Areas

The City may from time to time establish and ordain certain display cases, bulletin boards, or the like for the purpose of posting authorized communications to employees and/or the public. The purpose of such bulletin boards or display cases is not to create a general speech area but is instead intended to effectively and efficiently communicate information to citizens and employees. Employees are thus prohibited from posting any item not approved by the City Manager in advance and not related to City business or City employment. Employees are likewise prohibited from removing any posted notice or item from a City display case or bulletin board unless authorized, and from posting, or facilitating or authorizing anyone else to post any advertisement, notice, solicitation, or any other printed materials in, on or along any common area of any City building or facility. Common areas include, but are not limited to, break rooms, entryways, doors, hallways, and parking facilities.

13. Communicable Diseases

The City desires to maintain a workplace free from preventable risks of communicable illness or disease. Therefore, all employees of the City are required to properly treat any communicable disease which would present a danger to the health or safety of fellow employees. Employees

should, in consultation with their health care providers, take appropriate precautions within the workplace to reduce any infection risks to co-workers. The City does not seek to needlessly impose on the medical privacy of its employees and where a communicable disease or illness is adequately managed and treated, the employee need not disclose same to co-workers or the City. However, should the employee desire the assistance of the City in modifying working conditions to prevent risk of transmission, the City Manager should be consulted, and any records generated concerning the medical condition will be treated as confidential as permitted by state and federal law.

14. Inventions and Intellectual Property

Any invention, method, program, publication, or other form of intellectual property which is developed by a City employee during work hours or using City equipment or resources, is the property of the City. Employees are prohibited from seeking a patent, trademark, service mark, copyright or otherwise register such intellectual property without the prior authorization of the City Council.

PERSONNEL POLICY MANUAL ACKNOWLEDGMENT AND RECEIPT

I acknowledge that I have received and read a copy of the City of Belleair Beach Personnel Policy Manual. I understand that the Manual sets forth the terms and conditions of my employment with the City as well as the duties, responsibilities, and obligations of employment with the City. I agree to abide by and be bound by the rules, policies and standards set forth in the Personnel Policy Manual.

I acknowledge that, except where required otherwise by applicable state law, my employment with the City of Belleair Beach is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the City.

I also understand and agree that this agreement may not be modified orally and that only the City Council or City Manager may make a commitment to employment. I also understand that if such an agreement is made, it must be in writing and signed by the City Manager.

I further acknowledge that the City reserves the right to revise, delete and add to the provisions of the Personnel Policy Manual and state supplement, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Personnel Policy Manual or supplement. Furthermore, the City's policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Personnel Policy Manual or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing about the policies and procedures set forth in this Manual should be construed as interfering with any employee rights provided under state or federal law. I have reviewed and personally agree to the FLSA comp time provisions set forth in this Manual.

I accept my responsibility to read and understand this Manual. I understand the topics discussed in this Manual represent the general policies of the City of Belleair Beach and that the City may impose additional requirements, depending upon the nature of my position and the authority granted by the City. I also acknowledge that this Manual is subject to change at any time and is not intended as an express or implied contract nor is it intended to create an entitlement to continuing employment.

I have read and understand the above statements.

_____
Employee's Name in Print

_____
Signature of Employee

_____
Date Signed by Employee

City of Belleair Beach, Florida
Memorandum

To: Mayor and City Council

From: Kyle Riefler, City Manager

Date: August 31, 2023

Subject: 1st Public Hearing on Setting Proposed Final Millage Rate for FY 2023-2024

BACKGROUND

Chapter 200 of the Florida Statute "Determination of Millage" sets a statutory timetable and procedure for the calculation and notification to the public of the process to set a final ad valorem tax millage and adopt a budget. The statute identifies the time frames and briefly describes the procedures to be accomplished during that time frame.

DISCUSSION

Per Pinellas County Property Appraiser (Certification of Taxable Value DR-420), the FY 2023-2024 preliminary gross taxable value of property within the City of Belleair Beach is $809,623,280 which is 10.85% more than the FY 2022-2023 Final Gross Taxable Value of $730,355,053.

Staff proposes setting the final ad valorem millage rate at 2.0394. The proposed budget reviewed by City Council at the most recent Budget Workshop held on July 17, 2023, is predicated on this millage rate. The final millage rate, at 2.0394 mills, will produce approximately $1,585,100 in net ad valorem tax revenues (net of 4% discount), representing an increase of $155,510 over last year's budget of $1,429,590.

The Department of Revenue also requires that the city calculate a rolled-back millage rate. The rolled-back rate is defined as the millage rate that would generate the same amount of ad valorem tax revenue as was levied during the prior year. The rolled back rate is calculated at 1.8494. The proposed millage rate of 2.0394 is 10.27% higher than the rolled back rate of 1.8494.

RECOMMENDATION

Staff respectfully requests that Council set the proposed millage rate at 2.0394 mills for Fiscal Year October 1, 2023, through September 30, 2024. The Millage must be adopted first. The Millage and Budget must be adopted by separate votes.

Upon adoption of the motion, the mayor will announce:

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 5:05 P.M.

Kyle Riefler

Kyle Riefler, City Manager

City of Belleair Beach, Florida
Memorandum

To: Mayor and City Council

From: Kyle Riefler, City Manager

Date: August 31, 2023

Subject: 1st Public Hearing on the FY 2023-2024 Budget

BACKGROUND

In compliance with City Charter Article VIII, the City Manager is to prepare and submit to Council the annual budget identifying expenditures and revenues in sufficient amounts to cover all appropriations.

DISCUSSION

The City Manager has presented to City Council the proposed budget for Fiscal Year 2023-2024, which was reviewed by Council in two Budget Workshops: on June 19, 2023, and on July 17, 2023.

The attached proposed budget will be finalized as part of the Budget Resolution submitted to Council for approval at the second and final public hearing on the FY 2023-2024 budget on September 18, 2023, at 5:05 P.M.

RECOMMENDATION

Staff respectfully requests that Council approve the FY 2023-24 budget including the capital plans. A copy of the FY 2023-24 budget document attached for your review.

The Florida Department of Revenue requires specific language and procedures when approving the Budget.

- The mayor will ask for questions and comments from the public.
- The mayor will close the public hearing; ask for a motion to approve the budget document, including operational budget, capital improvements program, capital projects fund, stormwater fund, and marina fund.
- The mayor will ask for a vote.
- Upon adoption of the motions, the mayor shall announce:

"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 5:05 P.M."

Respectfully submitted,

Kyle Riefler

Kyle Riefler, City Manager

DRAFT FOR PUBLIC BUDGET HEARINGS

City of Belleair Beach

Fiscal Year 2023-2024

Operating & Capital Budget

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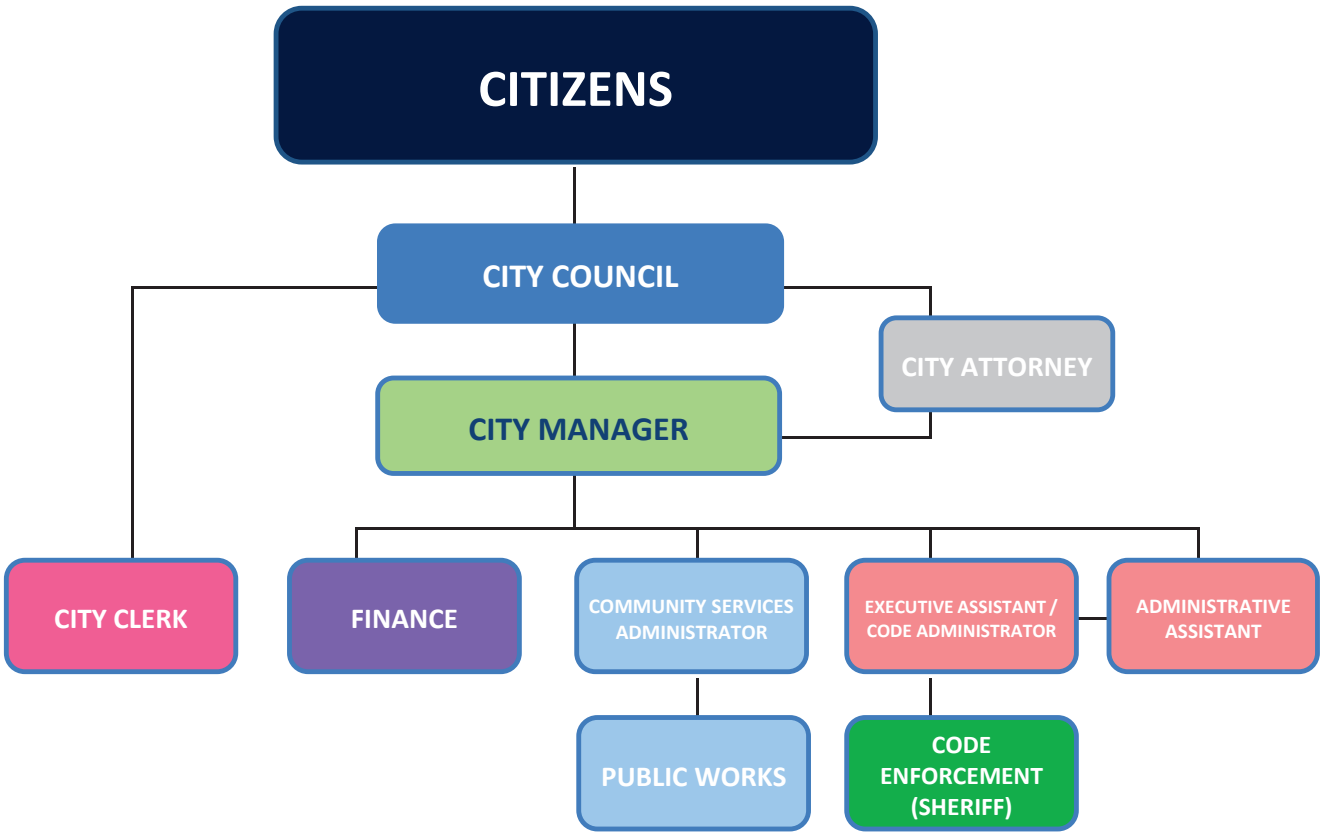
Organizational Structure

The City of Belleair Beach, Florida occupies a land area of eight-tenths of a square mile. The City provides services including improvement of street drainage, maintenance of streets, parks and other infrastructure. Police protection is provided by the Pinellas County Sheriff's Office. The City's recreational facilities include parks and playgrounds, beaches, tennis courts, basketball court and library services in conjunction with the Pinellas County Public Library Cooperative. The City also maintains a marina that generates revenue through slip rentals.

City Manager:	Kyle Riefler	
City Treasurer:	Andrew Tess	
City Clerk:	Patricia Gentry	
City Attorney:	Randy Mora	
City Council:	Dave Gattis, Mayor	Jody Shirley, Vice-Mayor
	Lloyd Roberts, Council Member	Belinda Livingstone, Council Member
	Mike Zabel, Council Member	Leslie Notaro, Council Member
	Frank Bankard, Council Member	

Organizational Chart



Budget Message and Policies

October 1, 2023

Honorable Mayor, City Council Members and Citizens:

In compliance with the City Charter, it is our pleasure to submit the recommended budget for the City of Belleair Beach for fiscal year 2023 – 2024 and indicates what services the City will provide during the twelve-month period beginning October 1, 2023 through September 30, 2024. There are issues that the City will encounter in the immediate future, in the short-term financial planning horizon, and considerations that need to be made for the long-term financial wellbeing of the City. Our immediate budget decisions must prioritize how critical these challenges have become for the City. There is an emphasis on preserving the General Fund balance for long-term operating and capital needs. This is accomplished, in part, by the establishment of a City Resolution that requires 20% of the General Fund operating expenditures to remain intact as a reserve for the future.

This budget has been prepared in accordance with all applicable City, State, and Federal requirements, as well as generally accepted accounting standards for governments. The City adopts a balanced budget annually, which means budgeted revenue equals or exceeds planned expenditures. Revenues are recognized when they become measurable and available. Expenditures are recognized when they are incurred. Capital items are budgeted as expenditures in the year they are purchased and are characterized as fixed assets for accounting and reporting purposes. The City has projected conservative revenues to try to avoid shortfalls during the fiscal year and has planned operating expenditures to maintain current service levels.

Belleair Beach is unique because it does not have any commercial businesses located within the City limits (by City Charter), therefore it has no commercial tax base. The primary sources of revenue consist of various municipal and state taxes, rental charges for the use of the City Hall building (which is utilized for weddings and other functions), the Marina boat slips that are rented on a monthly basis, and stormwater assessments.

The City reports the following major governmental funds:

- The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The Capital Projects Fund is a governmental fund that accumulates resources for the purchase of capital assets or the construction of capital projects.
- The Marina Fund accounts for the assets, operations and maintenance of the City-owned marina.
- The Stormwater Fund to account for the costs of stormwater improvements throughout the City.

The proposed budget is designed to maintain and improve the community's quality of life while also remaining fiscally responsible. The key principles on which this budget has been developed include:

- Funding basic services in response to the needs of the community as expressed by citizens and Council in a fiscally responsible manner
- Projecting revenues at realistic levels
- Continuing programs to stabilize or improve City operations
- Maintaining and enhancing quality of life with City-wide infrastructure and capital improvements
- Maintaining "Unassigned" fund balance reserves at a fiscally responsible level
- Maintaining employee benefits and salaries at competitive levels

These budget principles align with the City's mission and vision from the City's Strategic Plan:

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

Every fiscal decision is carefully evaluated so the City can make informed and responsible choices to determine our priorities against ever-changing economic, environmental, and political circumstances. Our appreciation is extended to the City Council, City staff and City residents who are committed to helping prepare for the future needs of Belleair Beach.

Respectfully Submitted,

Kyle Riefler, City Manager

Andrew Tess, City Treasurer

Budget Calendar

Departments submit their budget requests to the City Manager during April and May of each year. The City Manager uses these requests as the starting point for developing a proposed budget.

The proposed budget is presented to the City Council for review in July. Budget workshops that are open to the public are held in July and August. The Council is required to hold two public hearings on the proposed budget and to adopt a final budget no later than September 30th, the close of the City's fiscal year.

The appropriated budget is prepared by fund and department. Department heads may request transfers of appropriations within a department through a budget transfer request by the City Manager and City Treasurer provided that the total budget within a fund is not changed. However, if the total amount of budget appropriations within a fund is changed, a resolution authorizing a budget amendment is required to be approved by Council.

Budget Calendar

Fiscal Year 2023 - 2024

Friday	January 20, 2023	Budget calendar distributed to departments and City Council
Friday	January 27, 2023	Budget worksheets provided to departments
Friday	March 31, 2023	Departmental operating and capital budgets due to Finance department
Friday	April 14, 2023	City Manager review of budget requests with department directors
Friday	May 12, 2023	Budget due from Finance to City Manager
Friday	May 12, 2023	City Manager to complete Budget Message
Thursday	June 1, 2023	Estimate of Taxable Value provided by Property Appraiser
Monday	June 5, 2023	City Manager to deliver Proposed Budget to City Council Regular City Council meeting at 6:00 P.M.
Monday	June 19, 2023	Budget Workshop at 6:00 P.M.
Saturday	July 1, 2023	Property Appraiser provides Certification of Taxable Value (DR-420)
Monday	July 3, 2023	Regular City Council meeting at 6:00 P.M.
Monday	July 17, 2023	Budget Workshop at 6:00 P.M. Special Council meeting immediately to follow to adopt tentative millage rate
Wednesday	August 2, 2023	Last day for the City to advise Property Appraiser's Office of proposed millage rate and date / time / place of first public hearing (DR-420, DR-420MM-P)
Monday	August 7, 2023	Regular City Council meeting at 6:00 P.M.
Monday	August 21, 2023	TRIM notices mailed by Pinellas County
Friday	August 25, 2023	Budget for first public hearing posted on City website
Wednesday	September 6, 2023	Regular City Council meeting at 6:00 P.M.
Wednesday	**September 6, 2023**	**First Public Hearing on the Proposed Millage Rate, Budget and Capital Plan 6:00 P.M.**
Wednesday	September 13, 2023	City to advertise intent to adopt a final millage rate and final budget (within 15 days after first public hearing and 2-5 days before second public hearing)
Wednesday	September 13, 2023	Budget for final public hearing posted on City website
Monday	**September 18, 2023**	**Final Public Hearing on Budget 5:05 P.M. (adopt final millage rate and budget)**
Wednesday	September 20, 2023	Finance to forward Resolution adopting final millage rate to Property Appraiser & Tax Collector (within 3 days of adoption)
Monday	October 2, 2023	Property Appraiser delivers DR-422, Final Taxable Value Certification, to taxing authorities
Thursday	October 5, 2023	Finance to return completed DR-422 to Pinellas County Property Appraiser and a copy to the State of Florida
Monday	October 6, 2023	Submit completed TRIM Compliance Package to the State of Florida (within 30 days of final public hearing)
Friday	October 13, 2023	Adopted Budget for fiscal year 2023 - 2024 posted on City website

Millage Analysis

City of Belleair Beach
Evaluation of Millage Rate
Fiscal Year 2023 - 2024

Calculations Based on Gross Taxable Value: $809,623,280

	2023 - 2024 Millage Rates	Ad Valorem Revenue Generated	Estimated Collection Rate: 96%
Rolled-Back Rate	1.8494	1,497,317	1,437,425
Existing Rate	2.0394	1,651,146	1,585,100
Majority Vote Required	2.0688	1,674,949	1,607,950
2/3 Vote Required	2.2757	1,842,460	1,768,760

Trend Analysis of Taxable Value:

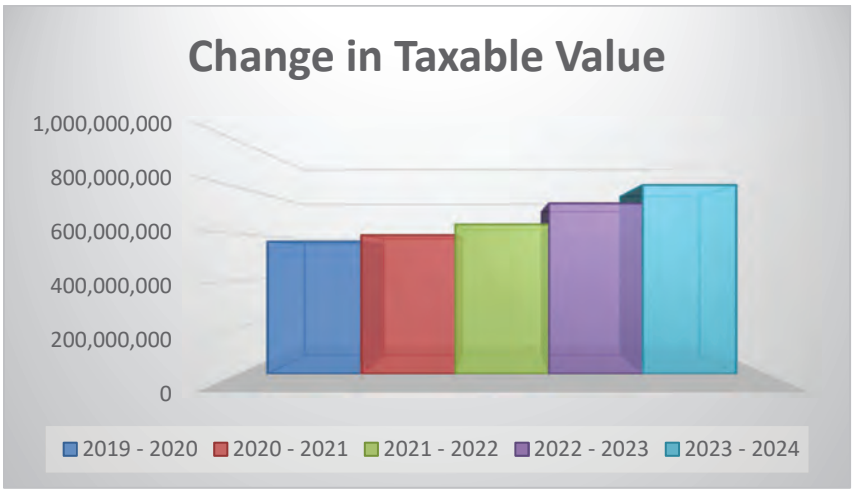
Fiscal Year		Taxable Value	Dollar Amount Change	Percentage Change
2019 - 2020		566,642,182	24,299,834	4.48%
2020 - 2021		594,232,641	27,590,459	4.87%
2021 - 2022		640,117,385	45,884,744	7.72%
2022 - 2023		730,355,053	90,237,668	14.10%
2023 - 2024	*	809,623,280	79,268,227	10.85%

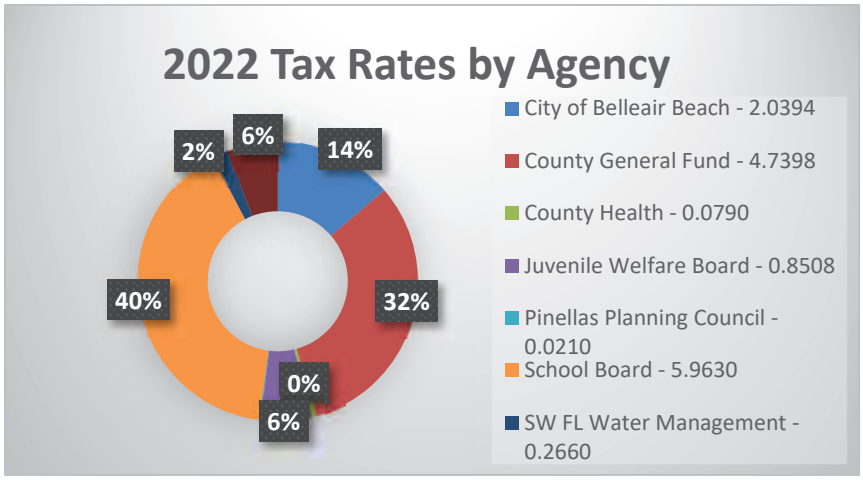
** Taxable value per preliminary 2023 tax roll - 7/1/23*

Calculation of Millage Rate:

Florida Statutes provide for a discount of up to 4% for early payment of Ad Valorem taxes, so the City of Belleair Beach has budgeted collections of 96% to anticipate these discounts. All unpaid taxes become delinquent on April 1st and are sold at auction on June 1st of each year as tax certificates. The City has fully collected all Ad Valorem revenues after all tax certificates are sold and this cycle occurs within the same budgeted fiscal year.

The City of Belleair Beach has retained the same millage rate of 2.0394 assessed on Ad Valorem taxes for the years 2012 through 2023. The proposed millage rate for fiscal year 2023 - 2024 will remain at 2.0394 mills per $1,000 of taxable property value. The rolled-back millage rate of 1.8494 is the rate that would produce approximately the same amount of property tax revenue in the current budget year compared to the amount collected in the previous year. Retaining the same millage rate of 2.0394 will generate revenue of $1,585,100, which is $155,510 more than last year's budgeted Ad Valorem revenue of $1,429,590.



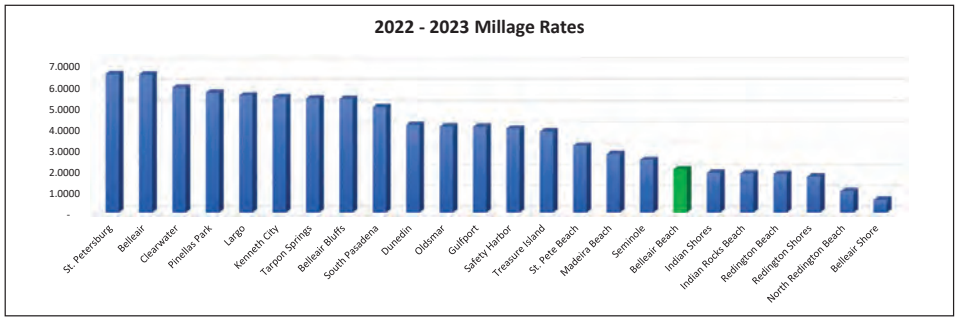


MIKE TWITTY, PINELLAS COUNTY PROPERTY APPRAISER
2023 TAXABLE VALUE BY TAXING AUTHORITY AS OF JULY 01, 2023
2023 PRELIMINARY TAX ROLL

NAME	2022 Just Value Real Property	2023 Just Value Real Property	% Change in Just Value of Real Property	2022 Taxable Value Real Property	2023 Taxable Value Real Property	2023 Net Taxable Value New Construction	2023 Taxable Value Annexation	2022 Taxable Value Tangible Personal Property	2023 Taxable Value Tangible Personal Property	2022 Total Taxable Value	2023 Total Taxable Value	% Change Real Property Tax Val	% Change TPP Tax Val	% Change in Total Taxable Value
BELLEAIR	1,692,302,931	2,062,317,475	21.86%	1,068,382,860	1,179,419,190	7,869,771	-	12,318,024	12,701,182	1,080,700,884	1,192,120,372	10.39%	3.11%	10.31%
BELLEAIR BEACH	1,132,540,781	1,373,277,445	21.26%	728,312,390	807,510,645	4,251,513	-	2,042,663	2,112,635	730,355,053	809,623,280	10.87%	3.43%	10.85%
BELLEAIR BLUFFS	489,235,694	554,103,430	13.26%	308,065,947	339,890,064	2,557,142	-	8,710,213	8,960,031	316,776,160	348,850,095	10.33%	2.87%	10.13%
BELLEAIR SHORE	300,977,180	318,660,842	5.88%	213,495,234	238,744,167	718,959	-	216,903	225,184	213,712,137	238,969,351	11.83%	3.82%	11.82%
CLEARWATER	23,724,054,736	26,620,760,913	12.21%	14,619,487,181	16,258,894,706	104,974,941	2,821,461	552,903,445	587,847,886	15,172,390,626	16,846,742,592	11.21%	6.32%	11.04%
DUNEDIN	6,756,104,035	7,790,141,753	15.31%	3,621,708,939	4,055,596,853	37,372,453	-	113,853,176	118,862,980	3,735,562,115	4,174,459,833	11.98%	4.40%	11.75%
GULFPORT	2,453,127,039	2,962,688,653	20.77%	1,360,735,588	1,555,292,206	9,158,732	-	13,146,727	14,925,867	1,373,882,315	1,570,218,073	14.30%	13.53%	14.29%
INDIAN ROCKS BEACH	2,483,488,660	3,013,144,604	21.33%	1,655,802,294	1,885,782,096	14,041,400	-	8,392,774	8,611,714	1,664,195,068	1,894,393,810	13.89%	2.61%	13.83%
INDIAN SHORES	1,796,571,703	1,989,880,798	10.76%	1,314,277,468	1,469,107,489	13,804,347	-	5,999,442	6,530,866	1,320,276,910	1,475,638,355	11.78%	8.86%	11.77%
KENNETH CITY	434,629,290	503,648,024	15.88%	231,663,125	258,007,968	2,255,538	-	8,725,809	10,230,195	240,388,934	268,238,163	11.37%	17.24%	11.59%
LARGO	9,936,433,075	11,346,799,660	14.19%	6,284,856,082	7,034,506,345	102,370,725	3,050,318	486,111,003	520,670,950	6,770,967,085	7,555,177,295	11.93%	7.11%	11.58%
MADEIRA BEACH	2,640,772,916	3,048,916,889	15.46%	1,764,738,180	2,007,701,981	6,434,435	-	20,066,938	20,921,749	1,784,805,118	2,028,623,730	13.77%	4.26%	13.66%
N REDINGTON BEACH	1,006,876,061	1,179,042,470	17.10%	678,073,544	778,537,562	3,383,061	-	3,899,511	4,537,414	681,973,055	783,074,976	14.82%	16.36%	14.82%
OLDSMAR	2,517,497,888	2,842,706,998	12.92%	1,559,523,073	1,728,642,841	23,570,198	-	276,998,214	269,922,790	1,836,521,287	1,998,565,631	10.84%	-2.55%	8.82%
PINELLAS PARK	7,068,565,144	8,340,454,836	17.99%	4,524,449,543	5,161,369,167	61,527,072	12,162,749	491,134,280	549,796,728	5,015,583,823	5,711,165,895	14.08%	11.94%	13.87%
REDINGTON BEACH	1,014,717,070	1,186,366,065	16.92%	632,640,574	708,403,410	7,506,484	-	38,729,683	39,111,806	671,370,257	747,515,216	11.98%	0.99%	11.34%
REDINGTON SHORES	1,394,611,904	1,648,788,674	18.23%	942,012,771	1,063,320,091	8,367,427	-	11,532,204	12,116,869	953,544,975	1,075,436,960	12.88%	5.07%	12.78%
SAFETY HARBOR	3,337,145,410	3,784,483,610	13.40%	1,702,156,983	1,866,099,931	4,017,969	-	53,955,029	55,764,385	1,756,112,012	1,921,864,316	9.63%	3.35%	9.44%
SEMINOLE	3,202,919,704	3,615,637,466	12.89%	1,914,465,366	2,082,828,874	4,459,033	528,644	71,400,787	76,361,078	1,985,866,153	2,159,189,952	8.79%	6.95%	8.73%
SOUTH PASADENA	1,174,368,587	1,319,294,702	12.34%	781,601,087	888,304,050	12,614,245	-	33,761,410	36,567,006	815,362,497	924,871,056	13.65%	8.31%	13.43%
ST PETE BEACH	6,046,293,891	7,130,495,931	17.93%	4,046,036,479	4,681,251,692	17,133,481	-	80,474,518	110,120,533	4,126,510,997	4,791,372,225	15.70%	36.84%	16.11%
ST PETERSBURG	48,581,495,793	56,392,794,545	16.08%	27,100,146,321	30,577,296,467	400,889,990	-	1,251,238,953	1,279,200,690	28,351,385,274	31,856,497,157	12.83%	2.23%	12.36%
TARPON SPRINGS	4,314,254,032	4,946,829,717	14.66%	2,401,649,988	2,672,145,822	30,664,834	-	83,491,341	102,990,077	2,485,141,329	2,775,135,899	11.26%	23.35%	11.67%
TREASURE ISLAND	3,857,282,403	4,392,010,982	13.86%	2,533,397,218	2,810,746,147	12,665,102	-	20,993,920	21,663,806	2,554,391,138	2,832,409,953	10.95%	3.19%	10.88%

NOTE: This tax roll summary is provided in the same format as the annual June 1 tax roll esimates at the request of the taxing authorities, but is not the official tax roll recap.
Some values on this report may not balance against the annual DR-489 or DR-403 Recap forms due to centrally assessed property and lands available for taxes.
This report may reflect changes to the tax roll from certification to the report date.

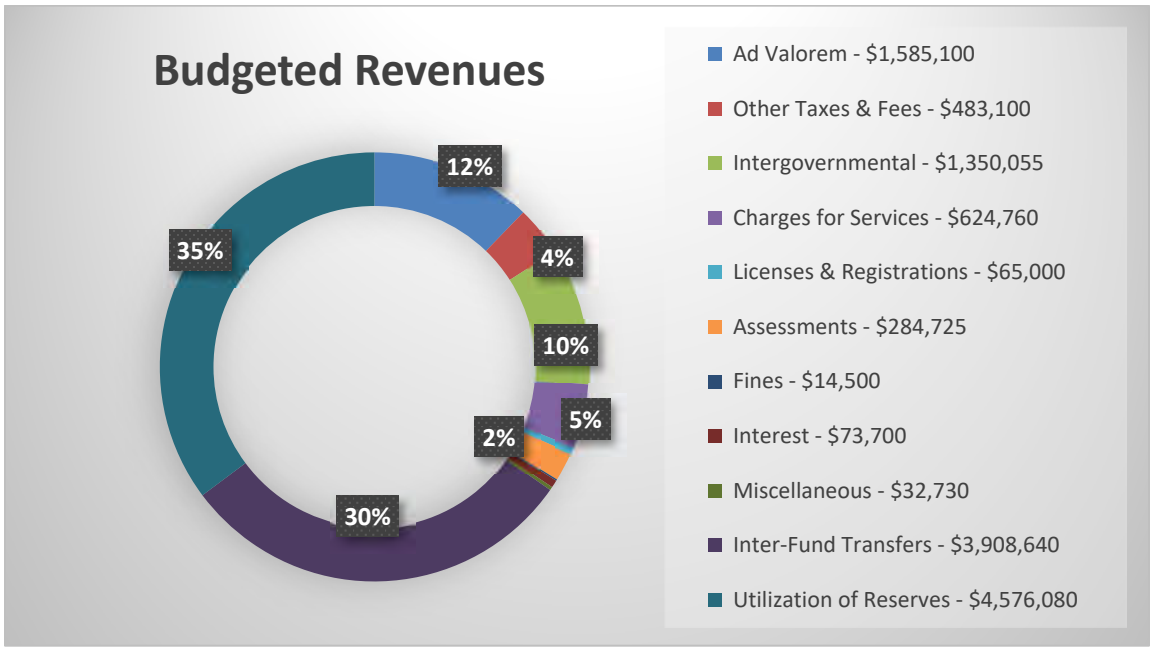
When establishing budgets or analyzing the tax roll, please rely on the official tax roll recap forms (DR-489s/DR-403s), DR-420s/422s, and the certified tax roll database.
Roll recaps and reports are available online at www.pcpao.org/pvr/

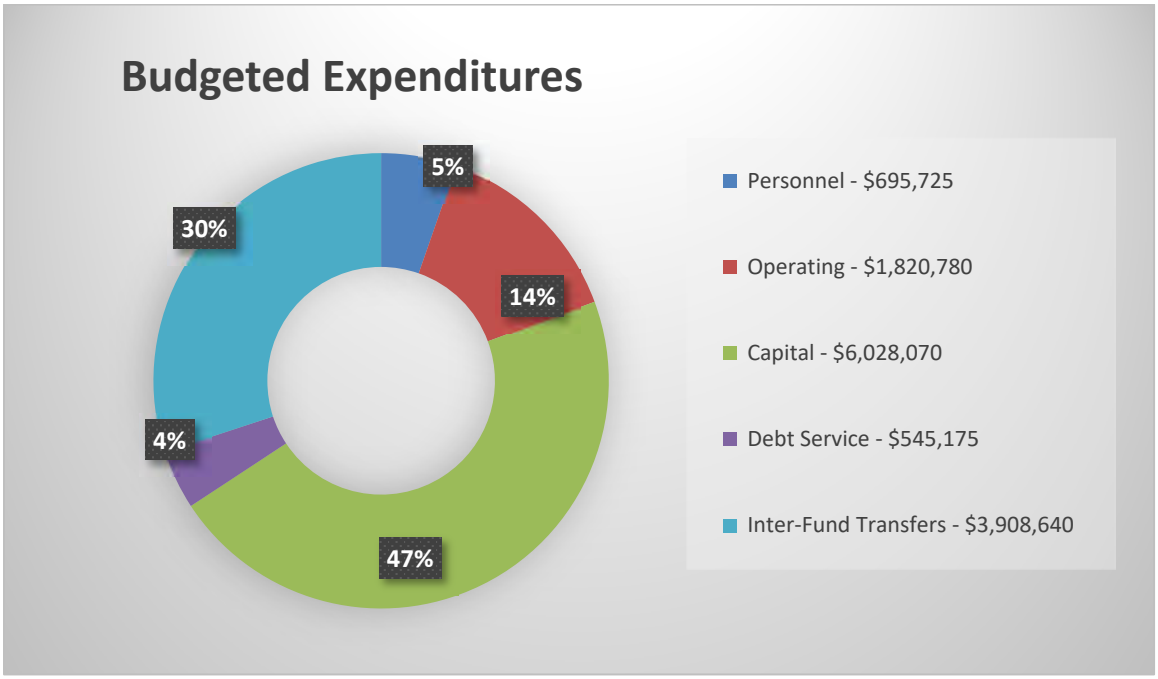


St. Petersburg	6.5250
Belleair	6.5000
Clearwater	5.8850
Pinellas Park	5.6500
Largo	5.5200
Kenneth City	5.4373
Tarpon Springs	5.3700
Belleair Bluffs	5.3500
South Pasadena	4.9650
Dunedin	4.1345
Oldsmar	4.0500
Gulfport	4.0390
Safety Harbor	3.9500
Treasure Island	3.8129
St. Pete Beach	3.1500
Madeira Beach	2.7500
Seminole	2.4793
Belleair Beach	2.0394
Indian Shores	1.8700
Indian Rocks Beach	1.8326
Redington Beach	1.8149
Redington Shores	1.6896
North Redington Beach	1.0000
Belleair Shore	0.5959

Budget Summary

Budget Summary – All Funds





Fiscal Year 2023 - 2024
Budget Summary – All Funds

Revenues by Category

	General Fund	Capital Projects Fund	Marina Fund	Stormwater Fund	Total
Ad Valorem Taxes	1,585,100	-	-	-	1,585,100
Other Taxes & Fees	483,100	-	-	-	483,100
Intergovernmental	239,630	1,110,425	-	-	1,350,055
Charges for Services	535,400	-	89,360	-	624,760
Licenses and Registrations	65,000	-	-	-	65,000
Assessments	-	109,725	-	175,000	284,725
Fines	14,500	-	-	-	14,500
Interest	70,000	2,000	1,700	-	73,700
Miscellaneous	32,230	-	500	-	32,730
Inter-Fund Transfers In	65,610	1,788,135	-	2,054,895	3,908,640
Utilization of Reserves	3,214,690	136,075	-	1,225,315	4,576,080
	6,305,260	3,146,360	91,560	3,455,210	12,998,390

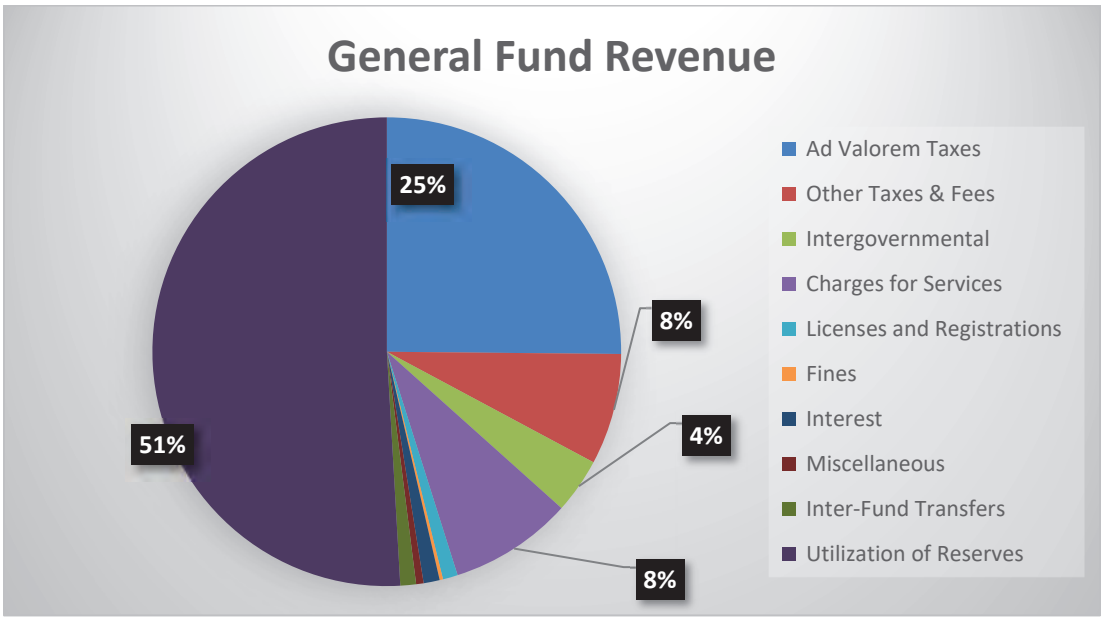
Expenditures by Category

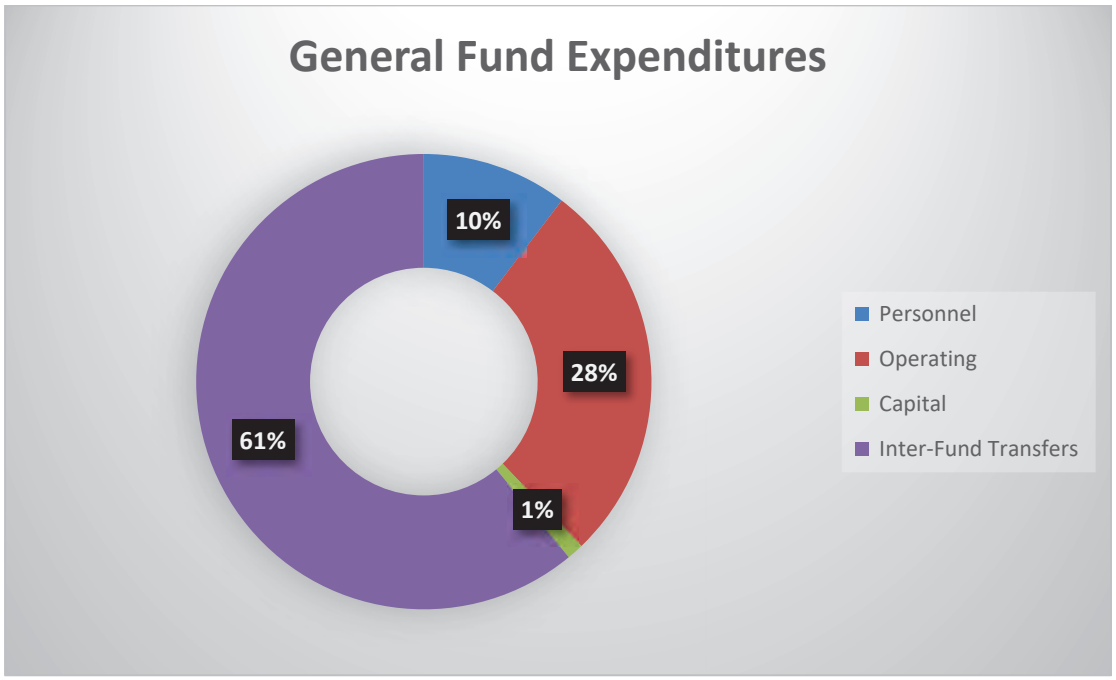
Personnel	652,650	-	-	43,075	695,725
Operating	1,737,580	1,100	13,000	69,100	1,820,780
Capital	72,000	2,824,410	12,950	3,118,710	6,028,070
Debt Service	-	320,850	-	224,325	545,175
Inter-Fund Transfers Out	3,843,030	-	65,610	-	3,908,640
	6,305,260	3,146,360	91,560	3,455,210	12,998,390

City of Belleair Beach

General Fund

Budget Summary – General Fund





CITY OF BELLEAIR BEACH, FLORIDA
GENERAL FUND
REVENUE AND EXPENDITURE SUMMARY

	ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024
REVENUES			
OPERATING REVENUES	$ 2,993,695	$ 2,741,490	$ 3,024,960
OTHER FINANCING SOURCES	61,615	2,082,733	3,280,300
TOTAL REVENUES	**$ 3,055,310**	**$ 4,824,223**	**$ 6,305,260**
EXPENDITURES			
PERSONNEL SERVICES	505,217	603,045	652,650
OPERATING EXPENDITURES	1,392,090	1,541,525	1,737,580
CAPITAL OUTLAY	10,514	100,000	72,000
OTHER FINANCING USES	25,000	2,579,653	3,843,030
TOTAL EXPENDITURES	**$ 1,932,821**	**$ 4,824,223**	**$ 6,305,260**
EXCESS / (DEFICIT)	**1,122,489**	**-**	**-**

CITY OF BELLEAIR BEACH
ESTIMATED REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GENERAL FUND
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	INCREASE / (DECREASE) OVER LAST YEAR'S AMENDED BUDGET Amount	%
		2.0394 mills	2.0394 mills	**2.0394 mills**		
TOTAL FUND BALANCE, BEGINNING OCTOBER 1		4,359,284	4,359,284	**5,481,773**		
ADD REVENUES:						
Taxes:						
311.100	Ad Valorem	1,260,856	1,429,590	1,585,100	155,510	
312.410	Local Option Gas Tax	21,198	19,950	19,950	-	
	Total Taxes	**1,282,054**	**1,449,540**	**1,605,050**	**155,510**	**10.73%**
Franchise Fees:						
323.100	Electricity	185,212	180,000	180,000	-	
323.400	Gas	10,537	10,000	10,000	-	
	Total Franchise Fees	**195,749**	**190,000**	**190,000**	**-**	**0.00%**
Utility Service Taxes:						
314.100	Electricity	241,966	240,000	240,000	-	
314.300	Water	43,514	42,000	42,000	-	
314.400	Gas	12,280	10,000	10,000	-	
314.800	Propane	1,190	1,800	1,100	(700)	
	Total Utility Service Taxes	**298,950**	**293,800**	**293,100**	**(700)**	**-0.24%**
Communications Service Tax:						
315.000	Communications Service Tax	59,066	50,000	60,000	10,000	
	Total Communications Service Tax	**59,066**	**50,000**	**60,000**	**10,000**	**20.00%**
Licenses & Registrations						
329.500	Business Registrations	3,190	2,500	2,500	-	
329.200	Rental Property Registrations	69,310	60,000	62,500	2,500	
	Total Rental Registration	**72,500**	**62,500**	**65,000**	**2,500**	**4.00%**
Foreclosure Registration						
329.300	Foreclosure Registrations	600	-	-	-	
	Total Foreclosure Registration	**600**	**-**	**-**	**-**	**0.00%**
State Shared Revenues:						
335.125	State Revenue Sharing	52,899	46,775	47,000	225	
335.180	Half Cent Sales Tax	131,656	100,000	110,000	10,000	
	Total State Shared Revenues	**184,555**	**146,775**	**157,000**	**10,225**	**6.97%**
Grants:						
334.750	Safety Grant	1,500	1,500	1,500	-	
334.900	COVID Emergency State Grant	7,281	-	-	-	
331.800	Recycling Grant	1,150	1,160	1,180	20	
	Total Grants	**9,931**	**2,660**	**2,680**	**20**	**0.75%**
Charges for Services:						
343.410	BOCC Garbage Collection	342,184	325,000	330,000	5,000	
343.900	Abatement Charges	180	300	300	-	
343.910	Claim of Liens	1,925	300	1,100	800	
347.240	Parking Permits	4,495	4,000	4,000	-	
347.250	Parking Meter Fees	164,630	150,000	170,000	20,000	
	Total General Government	**513,414**	**479,600**	**505,400**	**25,800**	**5.38%**
Fines & Forfeitures:						
351.100	Fines and Forfeitures	72,001	10,000	10,000	-	
	Total Fines & Forfeitures	**72,001**	**10,000**	**10,000**	**-**	**0.00%**
Other Fines:						
351.200	Administrative Fees	4,325	-	1,500	1,500	
354.000	Code Violation Fines	143,957	1,000	3,000	2,000	
	Total Other Fines	**148,282**	**1,000**	**4,500**	**3,500**	**350.00%**

CITY OF BELLEAIR BEACH
ESTIMATED REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GENERAL FUND
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	INCREASE / (DECREASE) OVER LAST YEAR'S AMENDED BUDGET Amount	%
Interest Earnings:						
361.100	Interest on Investments	25,785	10,000	70,000	60,000	
	Total Interest Earned	**25,785**	**10,000**	**70,000**	**60,000**	**600.00%**
Community Center Rental Income:						
362.101	Rental - Weddings	22,475	14,000	20,000	6,000	
362.102	Rental - Party	8,363	2,000	6,000	4,000	
362.103	Rental - Fitness Classes	999	500	500	-	
362.105	Rental - Polling Place	150	300	150	(150)	
362.106	Rental - Banquet Furniture Rental	1,249	500	750	250	
362.107	Rental - Cleaning Fees	6,100	2,000	2,600	600	
	Total Community Center Rental Income	**39,336**	**19,300**	**30,000**	10,700	**55.44%**
Other Miscellaneous Revenue:						
363.241	Multimodal Impact Fees	5,165	-	2,065	2,065	
369.910	Copies	192	15	15	-	
369.911	Assessment Searches	1,811	2,000	1,500	(500)	
369.914	Sale of Promotional Items	2,173	1,500	1,500	-	
369.925	POD Permit Fees	175	300	150	(150)	
369.930	Variance Fees	-	500	-	(500)	
369.940	NPDES Fees	3,240	2,000	2,000	-	
369.945	Site Plan Review Fees	31,040	15,000	20,000	5,000	
369.990	Miscellaneous Revenue	47,676	5,000	5,000	-	
	Total Miscellaneous	**91,472**	**26,315**	**32,230**	**5,915**	**22.48%**
Other Financing Sources:						
382.000	Interfund Transfers In	61,615	62,610	65,610	3,000	
	Total Other Financing Sources - Interfund	**61,615**	**62,610**	**65,610**	**3,000**	**4.79%**
	GENERAL FUND REVENUES	**3,055,310**	**2,804,100**	**3,090,570**	**286,470**	**10.22%**
Appropriated Unassigned Fund Balance						
380.200	Reserved Fund Balance	-	2,020,123	3,214,690	1,194,567	
	TOTAL APPROPRIATED FUND BALANCE	**-**	**2,020,123**	**3,214,690**	1,194,567	**59.13%**
	TOTAL GENERAL FUND REVENUES	**3,055,310**	**4,824,223**	**6,305,260**	**1,481,037**	**30.70%**
LESS: EXPENDITURES BY DEPARTMENT						
	City Clerk	109,899	116,095	124,820	8,725	
	Mayor and Council	20,502	30,085	34,490	4,405	
	City Manager	148,761	191,780	151,550	(40,230)	
	Finance	73,773	86,170	102,885	16,715	
	Information Technology	15,353	23,300	15,300	(8,000)	
	Non-Departmental	323,412	359,470	466,980	107,510	
	Law Enforcement	522,072	559,120	603,000	43,880	
	Code Enforcement	48,892	57,580	38,000	(19,580)	
	Sanitation	307,443	335,485	417,750	82,265	
	Public Works	321,778	401,285	486,855	85,570	
	Parks & Recreation	15,884	84,200	20,600	(63,600)	
	Subtotal Expenditures by Department	**1,907,769**	**2,244,570**	**2,462,230**	**217,660**	**9.70%**
Other Financing Uses:						
	Transfers to Other Funds	25,000	2,579,653	3,843,030	1,263,377	
	Total Other Financing Uses - Interfund	**25,000**	**2,579,653**	**3,843,030**	**1,263,377**	**48.97%**
	TOTAL GENERAL FUND EXPENDITURES	**1,932,769**	**4,824,223**	**6,305,260**	**1,481,038**	**30.70%**
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES		1,122,489	-	-		
Increase/ (Decrease) in Fund Balance		1,122,489	-	**-**		
FUND BALANCE, ending September 30		**5,481,773**	**4,359,284**	**4,853,433**		

CITY OF BELLEAIR BEACH
ESTIMATED CHANGES IN UNASSIGNED FUND BALANCE
GENERAL FUND
FISCAL YEAR 2023 - 2024

	ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	
Analysis of Fund Balance				
FUND BALANCE, ending 9/30	**4,359,284**	**4,359,284**	**5,481,773**	**Beginning Fund Balance**
Projected Increase (Decrease)	1,122,489	(559,530)	(628,340)	Adjustment for Change in Reserves and Inter-Fund Transfers
Projected Fund Balance	**5,481,773**	**3,799,754**	**4,853,433**	**Projected Ending Fund Balance**
General Fund Operating Expenditures			2,462,230	
20% of General Fund Operating Expenditures to Fund Reserves Per Resolution			492,446	
Percentage of Fund Balance used to balance the 2023 - 2024 Budget			12.95%	

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
CITY CLERK - DEPARTMENT 510
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
PERSONNEL SERVICES:					
510.0120	Salaries & Wages	70,395	73,653	78,283	6.3%
510.0210	FICA Taxes - Social Security	4,365	4,567	4,854	6.3%
510.0211	FICA Taxes - Medicare	1,021	1,068	1,135	6.3%
510.0220	Retirement Contributions	7,041	7,365	7,828	6.3%
510.0230	Insurance	17,381	19,812	19,988	0.9%
510.0240	Worker's Compensation	235	240	202	-15.8%
Subtotal Personnel Services		100,438	106,705	112,290	5.2%
OPERATING:					
510.0340	Other Contractual Services	925	1,240	1,200	-3.2%
510.0350	Election Expenses	3,878	-	1,400	100.0%
510.0400	Travel & Per Diem	25	720	900	25.0%
510.0460	Repairs & Maintenance	-	150	-	-100.0%
510.0470	Printing and Binding	1,880	3,400	2,900	-14.7%
510.0490	Other Expenses	459	750	700	-6.7%
510.0491	Advertising	1,500	2,050	2,850	39.0%
510.0531	Claim of Lien Fees	494	700	2,200	214.3%
510.0540	Membership & Publications	300	380	380	0.0%
Subtotal Operating Expenditures		9,461	9,390	12,530	33.4%
TOTAL CITY CLERK BUDGET		109,899	116,095	124,820	7.5%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
CITY COUNCIL - DEPARTMENT 511
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
OPERATING:					
511.0400	Travel & Per Diem	3,400	9,145	9,145	0.0%
511.0470	Printing and Binding	219	60	60	0.0%
511.0480	Promotional Activities	119	450	200	-55.6%
511.0490	Miscellaneous	1,741	2,175	2,425	11.5%
511.0490	Recording meetings	7,765	10,000	14,000	40.0%
511.0491	Advertising	545	250	250	0.0%
511.0492	Contributions and Donations	1,945	2,900	2,900	0.0%
511.0520	Operating Supplies	395	400	475	18.8%
511.0540	Memberships and Publications	1,694	2,145	2,475	15.4%
511.0541	Professional Development - Education	2,679	2,560	2,560	0.0%
Subtotal Operating Expenditures		20,502	30,085	34,490	14.6%
TOTAL CITY COUNCIL BUDGET		20,502	30,085	34,490	14.6%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
CITY MANAGER - DEPARTMENT 512
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
PERSONNEL SERVICES:					
512.0120	Salaries & Wages	110,479	140,000	115,000	-17.9%
512.0125	457(b) Match - 5%	11,026	-	-	-100.0%
512.0161	Car Allowance	3,410	3,600	3,600	0.0%
512.0210	FICA Taxes - Social Security	7,715	8,680	7,130	-17.9%
512.0211	FICA Taxes - Medicare	1,804	2,030	1,668	-17.8%
512.0220	Retirement Contributions	11,284	14,000	11,500	-17.9%
512.0230	Insurance	1,412	18,284	8,200	-55.2%
512.0240	Worker's Compensation	329	336	327	-2.7%
Subtotal Personnel Services		147,459	186,930	147,425	-21.1%
OPERATING:					
512.0400	Travel & Per Diem	683	1,450	1,425	-1.7%
512.0520	Operating Supplies	-	100	-	-100.0%
512.0540	Membership & Publications	594	2,300	1,700	-26.1%
512.0541	Professional Development	25	1,000	1,000	0.0%
Subtotal Operating Expenditures		1,302	4,850	4,125	-14.9%
TOTAL CITY MANAGER BUDGET		148,761	191,780	151,550	-21.0%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
FINANCE - DEPARTMENT 513
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
OPERATING:					
513.0310	Professional Services	58,317	62,970	64,485	2.4%
513.0320	Accounting & Auditing	12,000	20,000	35,000	75.0%
513.0340	Other Contractual Services	1,904	700	1,200	71.4%
513.0470	Printing & Binding	-	600	500	-16.7%
513.0491	Advertising	432	600	500	-16.7%
513.0540	Memberships & Publications	620	800	700	-12.5%
512.0541	Professional Development	500	500	500	0.0%
Subtotal Operating Expenditures		73,773	86,170	102,885	19.4%
TOTAL FINANCE BUDGET		73,773	86,170	102,885	19.4%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
INFORMATION TECHNOLOGY - DEPARTMENT 517
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
OPERATING:					
517.0340	Contractual Services	5,046	8,200	5,300	-35.4%
517.0460	Repairs & Maintenance	7	2,000	1,500	-25.0%
517.0521	Computer Software	4,934	7,000	6,000	-14.3%
517.0522	Computer Hardware	5,366	3,500	2,500	-28.6%
517.0540	Memberships and Publications	-	100	-	-100.0%
Subtotal Operating Expenditures		15,353	20,800	15,300	-26.4%
CAPITAL OUTLAY:					
517.0643	Capital Plan - Computer Equipment	-	2,500	-	-100.0%
Subtotal Capital Expenditures		-	2,500	-	-100.0%
TOTAL INFORMATION TECHNOLOGY BUDGET		15,353	23,300	15,300	-34.3%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
NON-DEPARTMENTAL - DEPARTMENT 519
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
PERSONNEL SERVICES:					
519.0120	Salaries & Wages	59,164	79,400	103,700	30.6%
519.0161	Car Allowance	700	1,200	1,200	0.0%
519.0210	FICA Taxes - Social Security	3,711	4,996	6,429	28.7%
519.0211	FICA Taxes - Medicare	868	1,205	1,521	26.2%
519.0220	Retirement Contributions	5,916	6,068	6,626	9.2%
519.0230	Insurance	17,824	19,196	25,982	35.4%
519.0240	Worker's Compensation	125	255	3,572	1300.8%
Subtotal Personnel Services		88,308	112,320	149,030	32.7%
OPERATING:					
519.0310	Professional Services - Other	150	2,000	32,000	1500.0%
519.0311	Professional Services - Legal	47,893	51,000	76,000	49.0%
519.0340	Other Contractual Services	9,562	8,400	7,800	-7.1%
519.0410	Telephone & Communications	11,958	11,000	12,500	13.6%
519.0420	Postage	774	5,150	3,700	-28.2%
519.0430	Utilities	33,134	42,500	44,500	4.7%
519.0440	Rentals and Leases	7,044	8,500	7,800	-8.2%
519.0450	Insurance	63,016	67,000	87,350	30.4%
519.0460	Repairs & Maintenance	18,922	21,500	19,500	-9.3%
519.0470	Printing and Binding	1,175	3,800	2,000	-47.4%
519.0480	Promotional Activities	4,823	6,000	8,000	33.3%
519.0490	Miscellaneous	111	1,000	200	-80.0%
519.0491	Advertising	139	250	200	-20.0%
519.0510	Office Supplies	3,258	5,850	3,800	-35.0%
519.0520	Operating Supplies	120	250	100	-60.0%
519.0530	Parking Meter Expenses	15,873	9,700	10,000	3.1%
519.0700	Bad Debt Expense	15,104	-	-	0.0%
519.0810	Library Services	2,100	3,250	2,500	-23.1%
Subtotal Operating Expenditures		235,156	247,150	317,950	28.6%
TOTAL NON-DEPARTMENTAL BUDGET		323,464	359,470	466,980	29.9%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
LAW ENFORCEMENT - DEPARTMENT 521
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
OPERATING:					
521.0340	Contractual Services	522,072	559,120	603,000	7.8%
Subtotal Operating Expenditures		522,072	559,120	603,000	7.8%
TOTAL LAW ENFORCEMENT BUDGET		522,072	559,120	603,000	7.8%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
CODE ENFORCEMENT - DEPARTMENT 524
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
OPERATING:					
524.0310	Professional Services	3,225	2,500	3,000	20.0%
524.0340	Contractual Services	45,667	54,080	35,000	-35.3%
524.0400	Travel & Per Diem	-	500	-	-100.0%
524.0470	Postage	-	300	-	-100.0%
524.0540	Memberships & Publications	-	200	-	-100.0%
Subtotal Operating Expenditures		48,892	57,580	38,000	-34.0%
TOTAL CODE ENFORCEMENT BUDGET		48,892	57,580	38,000	-34.0%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
SANITATION - DEPARTMENT 534
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
OPERATING:					
534.0341	Garbage and Trash	304,381	330,985	413,750	25.0%
534.0342	Contractual Services - Mailing	3,062	4,500	4,000	-11.1%
Subtotal Operating Expenditures		307,443	335,485	417,750	24.5%
TOTAL SANITATION BUDGET		307,443	335,485	417,750	24.5%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
PUBLIC WORKS - DEPARTMENT 541
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
PERSONNEL SERVICES:					
541.0120	Salaries & Wages	108,297	129,755	164,186	26.5%
541.0140	Overtime	95	1,020	1,530	50.0%
541.0161	Car Allowance & Flex Pay	7,163	3,300	2,550	-22.7%
541.0210	FICA Taxes - Social Security	7,093	8,678	10,179	17.3%
541.0211	FICA Taxes - Medicare	1,657	2,030	2,380	17.2%
541.0220	Retirement Contributions	9,486	12,975	16,419	26.5%
541.0230	Insurance	19,627	30,090	36,705	22.0%
541.0240	Worker's Compensation	15,594	9,242	9,956	7.7%
Subtotal Personnel Services		169,012	197,090	243,905	23.8%
OPERATING:					
541.0312	Professional Services - Engineering	13,112	17,000	17,000	0.0%
541.0340	Other Contractual Services	15,594	22,500	20,000	-11.1%
541.0341	Parks Contractual Services	4,746	6,500	6,500	0.0%
541.0400	Travel & Per Diem	588	600	600	0.0%
541.0430	Utilities	69,834	70,000	77,000	10.0%
541.0440	Rentals and Leases	5,916	5,000	6,000	20.0%
541.0450	Insurance	1,458	1,500	1,650	10.0%
541.0460	Repairs & Maintenance - Vehicles	3,746	8,300	8,300	0.0%
541.0461	Repairs & Maintenance - Parks	3,876	6,000	6,000	0.0%
541.0471	Printing and Binding	-	30	-	-100.0%
541.0491	Advertising	-	1,000	1,000	0.0%
541.0495	Safety Program Supplies	1,569	1,500	1,750	16.7%
541.0520	Operating Supplies	16,292	21,250	18,400	-13.4%
541.0521	Operating Supplies - Parks	4,033	9,875	7,800	-21.0%
541.0525	Operating Supplies - Gulf Blvd.	253	1,500	500	-66.7%
541.0530	Repair Roads & Signs	9,144	3,500	5,000	42.9%
541.0538	Disaster Supplies - Emergency Response	1,700	4,800	4,800	0.0%
541.0540	Memberships and Publications	325	890	200	-77.5%
541.0541	Professional Development	580	450	450	0.0%
Subtotal Operating Expenditures		152,766	182,195	182,950	0.4%
CAPITAL OUTLAY:					
541.0620	Improvements - Buildings	-	8,000	8,000	0.0%
541.0640	Capital Plan - Equipment	-	14,000	52,000	271.4%
Subtotal Capital Expenditures		-	22,000	60,000	172.7%
TOTAL PUBLIC WORKS BUDGET		321,778	401,285	486,855	21.3%

CITY OF BELLEAIR BEACH, FL
DEPARTMENTAL BUDGET
PARKS AND RECREATION - DEPARTMENT 572
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
OPERATING:					
572.0460	Repairs & Maintenance	-	1,200	600	-50.0%
572.0462	Janitorial Service	-	2,000	2,000	0.0%
572.0491	Advertising	4,896	4,500	5,000	11.1%
572.0520	Operating Supplies	474	1,000	1,000	0.0%
Subtotal Operating Expenditures		5,370	8,700	8,600	-1.1%
CAPITAL OUTLAY:					
572.0630	Improvements Other Than Buildings	10,514	75,500	12,000	
Subtotal Capital Expenditures		10,514	75,500	12,000	100.0%
TOTAL PARKS AND RECREATION BUDGET		15,884	84,200	20,600	-75.5%

CITY OF BELLEAIR BEACH, FL
PROPOSED CAPITAL IMPROVEMENT PROGRAM
EXPENDITURES / PROJECTS BY FUNCTION
INITIAL COSTS EXCEED $1,000
FY 2024 to FY 2028

GENERAL FUND PROJECTS

	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Building Improvements								
Exterior Painting of City Hall	21,000	3,000	3,000	3,000	3,000	3,000	6,000	42,000
Carpet Replacement at City Hall	40,000	5,000	5,000	-	-	-	-	50,000
	61,000	8,000	8,000	3,000	3,000	3,000	6,000	92,000
Parks and Recreation								
Replace City Buoys	-	6,000	6,000	6,000	6,000	6,000	6,000	36,000
Beach Access Improvements	12,000	6,000	6,000	6,000	6,000	6,000	58,000	100,000
	12,000	12,000	12,000	12,000	12,000	12,000	64,000	136,000
Equipment								
Computer Equipment	13,750	-	-	-	-	-	-	13,750
Z-Mower	12,000	3,000	-	-	-	-	-	15,000
ATV	6,000	3,000	3,000	3,000	3,000	3,000	-	21,000
John Deer Tractor	12,500	2,500	2,500	2,500	2,500	2,500	25,000	50,000
Community Improvement Truck	15,500	2,500	2,500	2,500	2,500	2,500	-	28,000
Large Utility Truck	18,000	3,000	3,000	3,000	3,000	3,000	-	33,000
Patrol Boat	-	38,000	38,000	-	-	-	-	76,000
	77,750	52,000	49,000	11,000	11,000	11,000	25,000	236,750
Total General Fund Capital Projects	150,750	72,000	69,000	26,000	26,000	26,000	95,000	464,750

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Painting of Community Center
Description:	To accummulate funds to repaint the exterior surface of the Community Center.
Job Time Line:	14 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	General Fund
Account:	541.062

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	21,000	3,000	3,000	3,000	3,000	3,000	6,000	42,000
Total	**21,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**6,000**	**42,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
General Fund Revenue	21,000	3,000	3,000	3,000	3,000	3,000	6,000	42,000
Total	**21,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**6,000**	**42,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Carpet Replacement of Community Center
Description:	To accumulate funds to replace 5,700 square feet of carpet in the Community Center.
Job Time Line:	10 years
Cost Estimate Method (Source):	Contractor Bid
City Department:	Public Works
Fund:	General Fund
Account:	541.062

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	40,000	5,000	5,000		-	-	-	50,000
Total	**40,000**	**5,000**	**5,000**	**-**	**-**		**-**	**50,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
General Fund Revenue	40,000	5,000	5,000		-	-	-	50,000
Total	**40,000**	**5,000**	**5,000**	**-**	**-**		**-**	**50,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Replace City Buoys
Description:	To accumulate funds to replace City's regulatory buoys anchored along the beach.
Job Time Line:	6 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Parks & Recreation
Fund:	General Fund
Account:	572.0634

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	-	6,000	6,000	6,000	6,000	6,000	6,000	36,000
Total	**-**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**36,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
General Fund Revenue	-	6,000	6,000	6,000	6,000	6,000	6,000	36,000
Total	**-**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**36,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Beach Access Improvements
Description:	To accumulate funds for sidewalks, boardwalks, amenities and other access improvements.
Job Time Line:	17 years
Cost Estimate Method (Source):	Contractor Bid
City Department:	Parks & Recreation
Fund:	General Fund
Account:	572.0634

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	12,000	6,000	6,000	6,000	6,000	6,000	58,000	100,000
Total	**12,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**58,000**	**100,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
General Fund Revenue	12,000	6,000	6,000	6,000	6,000	6,000	58,000	100,000
Grant - Pinellas County	-	-	-	-	-	-	-	-
Total	**12,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**58,000**	**100,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Computer Hardware and Software
Description:	To accummulate funds to purchase computer and networking equipment.
Job Time Line:	6 year
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Information Technology
Fund:	General Fund
Account:	517.0642 and 517.0643

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	13,750	-	-	-	-	-	-	13,750
Total	**13,750**	**-**	**-**	**-**	**-**	**-**	**-**	**13,750**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
General Fund Revenue	13,750	-	-	-	-	-	-	13,750
Total	**13,750**	**-**	**-**	**-**	**-**	**-**	**-**	**13,750**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Z-Mower
Description:	To acculmulate funds to purchase new Z mower.
Job Time Line:	5 years
Cost Estimate Method (Source):	DOT Government Bid
City Department:	Public Works
Fund:	General Fund
Account:	541.064

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	12,000	3,000	-	-	-	-	-	15,000
Total	**12,000**	**3,000**	**-**	**-**	**-**	**-**	**-**	**15,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total Total
General Fund Revenue	12,000	3,000	-	-	-	-	-	15,000
Total	**12,000**	**3,000**	**-**	**-**	**-**	**-**	**-**	**15,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	ATV
Description:	To accumulate funds to purchase new ATV.
Job Time Line:	7 years
Cost Estimate Method (Source):	DOT Government Bid
City Department:	Public Works
Fund:	General Fund
Account:	541.064

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	6,000	3,000	3,000	3,000	3,000	3,000	-	21,000
Total	**6,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**-**	**21,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
General Fund Revenue	6,000	3,000	3,000	3,000	3,000	3,000	-	21,000
Total	**6,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**-**	**21,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title: John Deere Tractor - Loader

Description: To accumulate funds to purchase new John Deer tractor equipped with loader bucket and rake.

Job Time Line: 20 years

Cost Estimate Method (Source): DOT Government Bid

City Department: Public Works

Fund: General Fund

Account: 541.064

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	12,500	2,500	2,500	2,500	2,500	2,500	25,000	50,000
Total	**12,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**25,000**	**50,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total Total
General Fund Revenue	12,500	2,500	2,500	2,500	2,500	2,500	25,000	50,000
Total	**12,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**25,000**	**50,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Pickup Truck
Description:	To accumulate funds to purchase pickup truck used primarily for Code Enforcement - 2017 F-150.
Job Time Line:	11 years
Cost Estimate Method (Source):	DOT Government Bid
City Department:	Public Works
Fund:	General Fund
Account:	541.064

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	15,500	2,500	2,500	2,500	2,500	2,500	-	28,000
Total	**15,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**-**	**28,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total Total
General Fund Revenue	15,500	2,500	2,500	2,500	2,500	2,500	-	28,000
Total	**15,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**-**	**28,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Large Utility Truck
Description:	To accumulate funds to purchase a large utility truck - 2016 F-250.
Job Time Line:	11 years
Cost Estimate Method (Source):	DOT Government Bid
City Department:	Public Works
Fund:	General Fund
Account:	541.064

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	18,000	3,000	3,000	3,000	3,000	3,000	-	33,000
Total	**18,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**-**	**33,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total Total
General Fund Revenue	18,000	3,000	3,000	3,000	3,000	3,000	-	33,000
Total	**18,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**-**	**33,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Patrol Boat
Description:	To accumulate funds to purchase patrol boat used primarily for Code Enforcement.
Job Time Line:	5 years
Cost Estimate Method (Source):	Estimate
City Department:	Public Works
Fund:	General Fund
Account:	541.064

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	-	38,000	38,000	-	-	-	-	76,000
Total	**-**	**38,000**	**38,000**	**-**	**-**	**-**	**-**	**76,000**

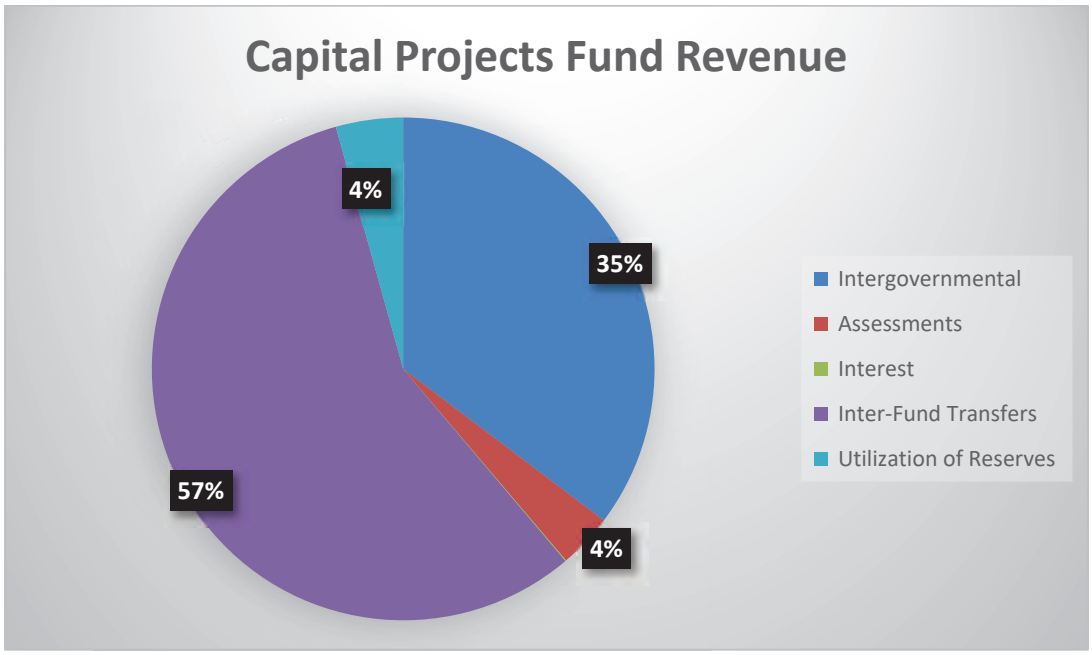
Project Funding Projections:

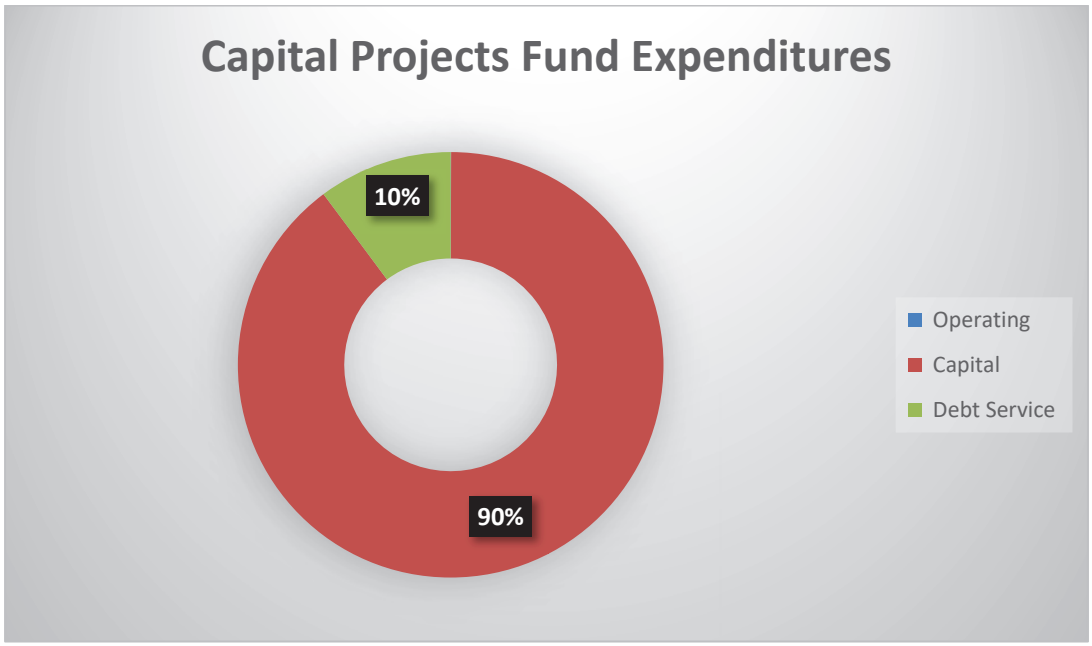
Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total Total
General Fund Revenue	-	38,000	38,000	-	-	-	-	76,000
Total	**-**	**38,000**	**38,000**	**-**	**-**	**-**	**-**	**76,000**

City of Belleair Beach

Capital Projects Fund

Budget Summary – Capital Projects Fund





CITY OF BELLEAIR BEACH, FLORIDA
CAPITAL PROJECTS FUND
REVENUE AND EXPENDITURE SUMMARY

	ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024
REVENUES			
OPERATING REVENUES	$ 335,710	$ 2,475,145	$ 1,222,150
OTHER FINANCING SOURCES	-	1,673,225	1,924,210
TOTAL REVENUES	**$ 335,710**	**$ 4,148,370**	**$ 3,146,360**
EXPENDITURES			
OPERATING EXPENDITURES	1,080	7,233	1,100
CAPITAL OUTLAY	77,790	3,858,067	2,824,410
DEBT SERVICE	318,250	283,070	320,850
TRANSFERS TO OTHER FUNDS	-	-	-
TOTAL EXPENDITURES	**$ 397,120**	**$ 4,148,370**	**$ 3,146,360**
EXCESS / (DEFICIT)	**(61,410)**	**-**	**-**

CITY OF BELLEAIR BEACH, FL
ESTIMATED REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUND
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
FUND BALANCE, BEGINNING OCTOBER 1		$ 663,895	$ 663,895	**$ 602,485**	
ADD REVENUES:					
Operating and Intergovernmental Revenue:					
312.600	Infrastructure Sales Tax (Penny for Pinellas)	234,790	170,000	180,000	
337.900	Gulf Blvd Beautification Reimbursements	-	2,191,000	930,425	
361.100	Interest Income	1,487	2,000	2,000	
363.101	Special Assessments	99,433	112,145	109,725	
	Total Operating and Intergovernmental	**335,710**	**2,475,145**	**1,222,150**	**-50.62%**
Other Financing Sources:					
380.200	Utilization of Fund Balance	-	-	136,075	
381.100	Loan Proceeds - fiscal year 2023	-	381,600	-	
381.100	Transfer From General Fund	-	1,291,625	1,788,135	
	Total Other Financing Sources	**-**	**1,673,225**	**1,924,210**	**15.00%**
	TOTAL CAPITAL PROJECT FUND REVENUES	**335,710**	**4,148,370**	**3,146,360**	**-24.15%**
LESS: EXPENDITURES					
	Operating Expenditures	1,080	7,233	1,100	
	Capital Improvements	77,790	3,858,067	2,824,410	
	Debt Service	318,250	283,070	320,850	
	Subtotal of Expenditures	**397,120**	**4,148,370**	**3,146,360**	**-24.15%**
Other Financing Uses:					
570.200	Transfer to Other Funds	-	-	-	
	Total Other Financing Uses	**-**	**-**	**-**	**0.00%**
	TOTAL CAPITAL PROJECT FUND EXPENDITURES	**397,120**	**4,148,370**	**3,146,360**	
	EXCESS / (DEFICIT)	**$ (61,410)**	**$ -**	**$ -**	
	Fund Balance, beginning October 1	663,895	663,895	602,485	
	Fund Balance, ending September 30	$ 602,485	$ 663,895	$ 466,410	

CITY OF BELLEAIR BEACH, FL
CAPITAL PROJECTS FUND EXPENDITURES
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
OPERATING:					
570.0490	Operating Expenditures	1,080	7,233	1,100	-84.8%
Subtotal Operating Expenditures		1,080	7,233	1,100	-84.8%
CAPITAL OUTLAY:					
570.0620	Facilities	54,803	145,000	25,000	-82.8%
570.0630	Bayside Park Improvements	-	15,000	-	-100.0%
570.0632	Boat Ramp Repairs	11,035	-	-	-100.0%
570.0635	Morgan Park Improvements	-	4,000	1,500	-62.5%
570.0641	Street Resurfacing	1,465	450,367	676,200	50.1%
570.0642	Repairs	-	-	10,000	100.0%
570.0643	Replacements	-	40,000	50,000	25.0%
570.0646	City-Wide Street Light Program	-	50,000	50,000	0.0%
570.0647	City-Wide Seawall and Docks	8,100	159,500	56,250	-64.7%
570.0648	Walkway Paving	-	20,000	-	-100.0%
570.0650	Gulf Boulevard Beautification	-	2,974,200	1,955,460	-34.3%
570.0660	Underground Utilities - BEI	2,387	-	-	0.0%
Subtotal Capital Expenditures		77,790	3,858,067	2,824,410	-26.8%
DEBT SERVICE:					
570.0710	Debt Service - Principal	244,508	216,682	248,607	14.7%
570.0720	Debt Service - Interest	73,742	66,388	72,243	8.8%
Subtotal Debt Service		318,250	283,070	320,850	13.3%
TOTAL CAPITAL PROJECT FUND EXPENDITURES		397,120	4,148,370	3,146,360	-24.2%

CITY OF BELLEAIR BEACH, FL
PROPOSED CAPITAL IMPROVEMENT PROGRAM
EXPENDITURES / PROJECTS BY FUNCTION
INITIAL COSTS EXCEED $1,000
FY 2024 to FY 2028

CAPITAL IMPROVEMENT FUND PROJECTS

	Prior Years	CY Budget FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Beyond FY 2027	Total
Community Center - Facilities								
Bitmen roof - 1,400 square feet	38,000	5,000	5,000	5,000	5,000	5,000	35,000	98,000
HVAC replacement	85,000	20,000	20,000	20,000	20,000	-	-	165,000
	123,000	25,000	25,000	25,000	25,000	5,000	35,000	263,000
Bayside Park Improvements								
Bayside Park improvements	71,640	-	50,000	-	50,000	-	-	171,640
Morgan Park - Improvements								
Morgan Park improvements	5,122	1,500	1,500	1,500	1,500	1,500	22,500	35,122
Roads, Street & Bridges								
Gulf Boulevard Beautification	-	1,955,460	-	-	-	-	-	1,955,460
Street resurfacing	-	676,200	75,000	75,000	75,000	75,000	75,000	1,051,200
Bridge repairs - 22nd Street	62,524	10,000	10,000	10,000	10,000	10,000	-	112,524
Bridge replacements - 22nd Street	263,000	30,000	30,000	30,000	30,000	30,000	87,000	500,000
Bridge repairs - Harrison	30,000	-	10,000	10,000	10,000	10,000	-	70,000
Bridge replacements - Harrison	96,000	20,000	20,000	20,000	20,000	20,000	194,000	390,000
	451,524	2,691,660	145,000	145,000	145,000	145,000	356,000	4,079,184
City Wide Street Light Program								
Bridge lighting replacement	30,000	-	-	-	-	-	-	30,000
Street light installation	186,000	50,000	50,000	50,000	50,000	50,000	-	436,000
	216,000	50,000	50,000	50,000	50,000	50,000	-	466,000
City Wide Seawalls & Docks								
Repair and replace seawalls	30,000	50,000	50,000	30,000	30,000	30,000	-	220,000
Dock replacement	15,250	6,250	6,250	6,250	6,250	6,250	62,500	109,000
	45,250	56,250	56,250	36,250	36,250	36,250	62,500	329,000
Total Capital Projects Fund Capital Projects	912,536	2,824,410	327,750	257,750	307,750	237,750	476,000	5,343,946

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Roof Replacement for Community Center
Description:	Roof replacement for the Community Center
Job Time Line:	20 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.062

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	38,000	5,000	5,000	5,000	5,000	5,000	35,000	98,000
Total	**38,000**	**5,000**	**5,000**	**5,000**	**5,000**	**5,000**	**35,000**	**98,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total Total
Capital Projects Fund Revenue	38,000	5,000	5,000	5,000	5,000	5,000	35,000	98,000
Total	**38,000**	**5,000**	**5,000**	**5,000**	**5,000**	**5,000**	**35,000**	**98,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Replace HVAC
Description:	To accumulate funds to replace select components of HVAC system for City Hall. System includes one outdoor air handler and four condensers converting three existing R-22 units to R-410a. Three existing indoor air handlers remain in good condition. New design considerations to increase ventilation to improve efficiency.
Job Time Line:	9 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.062

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Equipment	85,000	20,000	20,000	20,000	20,000		-	165,000
Total	**85,000**	**20,000**	**20,000**	**20,000**	**20,000**	**-**	**-**	**165,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total Total
Capital Projects Fund Revenue	85,000	20,000	20,000	20,000	20,000		-	165,000
Total	**85,000**	**20,000**	**20,000**	**20,000**	**20,000**	**-**	**-**	**165,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Bayside Park Improvements
Description:	To accumulate funds to make improvements at Bayside Park.
Job Time Line:	15 years
Cost Estimate Method (Source):	Design Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.063

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Engineering / Design / Permits	10,000	-	-	-	-	-	-	10,000
Construction	61,640		50,000	-	50,000	-	-	161,640
Total	**71,640**	**-**	**50,000**	**-**	**50,000**	**-**	**-**	**171,640**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	71,640	-	50,000	-	50,000	-	-	171,640
Total	**71,640**	**-**	**50,000**	**-**	**50,000**	**-**	**-**	**171,640**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Morgan Park Improvements
Description:	To accumulate funds for Morgan Parking lot milling and concrete replacement for curbing and walkways.
Job Time Line:	20 years
Cost Estimate Method (Source):	Contractor Bid
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.0635

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	5,122	1,500	1,500	1,500	1,500	1,500	22,500	35,122
Total	**5,122**	**1,500**	**1,500**	**1,500**	**1,500**	**1,500**	**22,500**	**35,122**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	5,122	1,500	1,500	1,500	1,500	1,500	22,500	35,122
Total	**5,122**	**1,500**	**1,500**	**1,500**	**1,500**	**1,500**	**22,500**	**35,122**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Gulf Boulevard Beautification
Description:	To accumulate funds to improve Gulf Boulevard utility undergrounding.
Job Time Line:	15 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.065

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	-	1,955,460	-	-	-	-	-	1,955,460
Total	**-**	**1,955,460**	**-**	**-**	**-**	**-**	**-**	**1,955,460**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	-	94,610	-	-	-	-	-	94,610
Penny IV Reimbursment	-	930,425	930,425	-	-	-	-	1,860,850
Total	**-**	**1,025,035**	**930,425**	**-**	**-**	**-**	**-**	**1,955,460**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Street Resurfacing
Description:	To accumulate funds to resurface the streets with in the City annually base on pavement indexing.
Job Time Line:	15 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.0641

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	-	676,200	75,000	75,000	75,000	75,000	75,000	1,051,200
Total	**-**	**676,200**	**75,000**	**75,000**	**75,000**	**75,000**	**75,000**	**1,051,200**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total Total
Capital Projects Fund Revenue	75,000	75,000	75,000	75,000	75,000	75,000	75,000	525,000
Capital Debt Issuance	526,200	-	-	-	-	-	-	526,200
Total	**601,200**	**75,000**	**75,000**	**75,000**	**75,000**	**75,000**	**75,000**	**1,051,200**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	22nd St Bridge Repairs
Description:	To accumulate funds for bridge repairs including concrete restoration on deck and support structures.
Job Time Line:	15 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works / bridge is managed and inspected by FDOT
Fund:	Capital Projects Fund
Account:	570.0642

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	62,524	10,000	10,000	10,000	10,000	10,000	-	112,524
Total	**62,524**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**-**	**112,524**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	62,524	10,000	10,000	10,000	10,000	10,000	-	112,524
Total	**62,524**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**-**	**112,524**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	22nd Street Bridge Replacement
Description:	To accumulate funds for bridge replacement.
Job Time Line:	20 years
Cost Estimate Method (Source):	Engineer's Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.0643

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	263,000	30,000	30,000	30,000	30,000	30,000	87,000	500,000
Total	**263,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**87,000**	**500,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	263,000	30,000	30,000	30,000	30,000	30,000	87,000	500,000
Total	**263,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**87,000**	**500,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Harrison Ave Bridge Repairs
Description:	To accumulate funds for bridge repairs including concrete restoration on deck and support structures.
Job Time Line:	15 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.0642

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	30,000	-	10,000	10,000	10,000	10,000	-	70,000
Total	**30,000**	**-**	**10,000**	**10,000**	**10,000**	**10,000**	**-**	**70,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	30,000	-	10,000	10,000	10,000	10,000	-	70,000
Total	**30,000**	**-**	**10,000**	**10,000**	**10,000**	**10,000**	**-**	**70,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Harrison Ave Bridge Replacement
Description:	To accumulate funds for bridge replacement.
Job Time Line:	20 years
Cost Estimate Method (Source):	Engineer's Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.0643

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	96,000	20,000	20,000	20,000	20,000	20,000	194,000	390,000
Total	**96,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**194,000**	**390,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	96,000	20,000	20,000	20,000	20,000	20,000	194,000	390,000
Total	**96,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**194,000**	**390,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Bridge Lighting Replacement
Description:	To accumulate funds for the replacement of street lights on the Causeway bridge.
Job Time Line:	20 years
Cost Estimate Method (Source):	Duke Energy Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.646

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	30,000	-	-	-	-	-	-	30,000
Total	**30,000**	**-**	**-**	**-**	**-**	**-**	**-**	**30,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	30,000	-	-	-	-	-	-	30,000
					-			
Total	**30,000**	**-**	**-**	**-**	**-**	**-**	**-**	**30,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	City Street Lighting Program
Description:	To accumulate funds for the replacement of street lights throughout the City right-of-ways.
Job Time Line:	20 years
Cost Estimate Method (Source):	Duke Energy Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.642

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	186,000	50,000	50,000	50,000	50,000	50,000	-	436,000
Total	**186,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**-**	**436,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	186,000	50,000	50,000	50,000	50,000	50,000	-	436,000
Total	**186,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**-**	**436,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Replace City Sea Walls
Description:	To accumulate funds to replace aged and deteriorating seawalls on City-owned property including parks, right-of-ways as needed.
Job Time Line:	15 years
Cost Estimate Method (Source):	Contractor Bid
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.0647

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Engineering / Design / Permits	5,000	5,000	5,000	5,000	5,000	5,000	-	30,000
Construction	25,000	45,000	45,000	25,000	25,000	25,000	-	190,000
Total	**30,000**	**50,000**	**50,000**	**30,000**	**30,000**	**30,000**	**-**	**220,000**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	30,000	50,000	50,000	30,000	30,000	30,000	-	220,000
Total	**30,000**	**50,000**	**50,000**	**30,000**	**30,000**	**30,000**	**-**	**220,000**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Replace City Fishing Docks
Description:	To accumulate funds to replace aged and deteriorating fishing docks in City Parks.
Job Time Line:	15 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	Capital Projects Fund
Account:	570.0647

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	15,250	6,250	6,250	6,250	6,250	6,250	62,500	109,000
Total	**15,250**	**6,250**	**6,250**	**6,250**	**6,250**	**6,250**	**62,500**	**109,000**

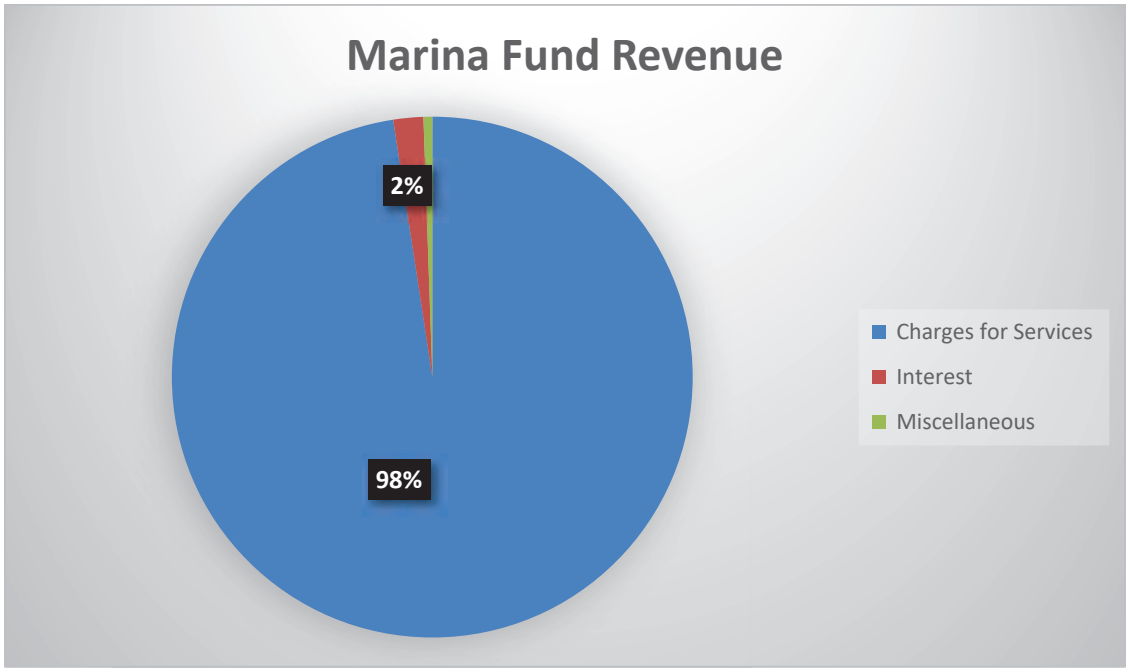
Project Funding Projections:

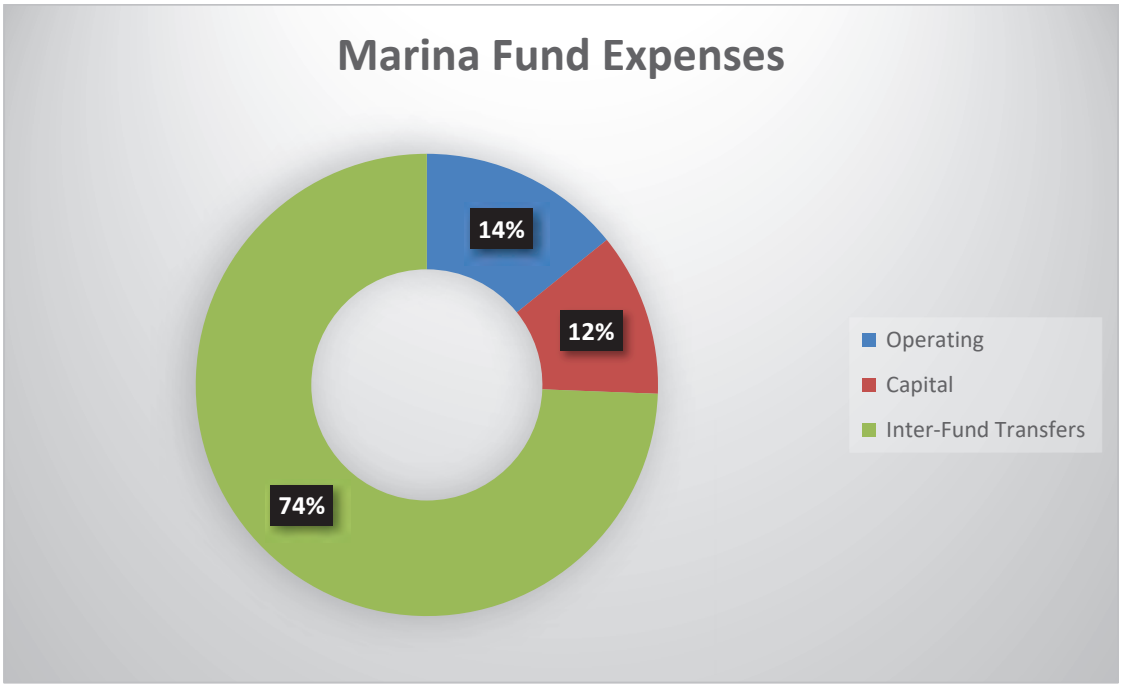
Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Capital Projects Fund Revenue	15,250	6,250	6,250	6,250	6,250	6,250	62,500	109,000
Total	**15,250**	**6,250**	**6,250**	**6,250**	**6,250**	**6,250**	**62,500**	**109,000**

City of Belleair Beach

Marina Fund

Budget Summary – Marina Fund





CITY OF BELLEAIR BEACH, FLORIDA
MARINA FUND
REVENUE AND EXPENSE SUMMARY

	ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024
TOTAL REVENUES	**$ 83,259**	**$ 88,760**	**$ 91,560**
EXPENSES			
OPERATING EXPENSES	8,183	15,700	13,000
CAPITAL OUTLAY	2,599	10,450	12,950
TRANSFER TO GENERAL FUND	61,615	62,610	65,610
TOTAL EXPENSES	**$ 72,397**	**$ 88,760**	**$ 91,560**
EXCESS / (DEFICIT)	**10,862**	**-**	**-**

CITY OF BELLEAIR BEACH, FLORIDA
ESTIMATED REVENUES, EXPENSES AND CHANGES IN FUND BALANCE
MARINA FUND
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
FUND BALANCE, OCTOBER 1		$ 354,824	$ 354,824	$ 365,686	
ADD REVENUES:					
Operating and Nonoperating Revenue:					
347.2500	Parking Fees	17,738	20,000	20,000	
362.0000	Slip Rentals	64,633	67,560	69,360	
361.1000	Interest Income	455	700	1,700	
369.9900	Miscellaneous Income	433	500	500	
	Total Operating and Nonoperating Revenues	**83,259**	**88,760**	**91,560**	**3.15%**
	TOTAL MARINA FUND REVENUES	**83,259**	**88,760**	**91,560**	**3.15%**
LESS: EXPENSES					
Operating Expenses:					
575.0430	Utility Services	3,314	8,500	4,500	
575.0450	Insurance	2,991	3,000	4,000	
575.0460	Repairs & Maintenance	750	3,000	3,000	
575.0490	Miscellaneous Expenses	1,128	450	1,500	
575.0530	Parking Meter Expense	-	750	-	
	Total Operating Expenses	**8,183**	**15,700**	**13,000**	**-17.20%**
Capital Outlay and Related Depreciation:					
575.0631	Depreciation Expense	2,599	2,950	2,950	
575.0640	Capital Improvements - Docks	-	7,500	10,000	
	Total Capital Outlay	**2,599**	**10,450**	**12,950**	**23.92%**
Other Financing Uses					
575.0910	Contributions to General Fund	**61,615**	**62,610**	**65,610**	**4.79%**
	TOTAL MARINA FUND EXPENSES	**72,397**	**88,760**	**91,560**	**3.15%**
	EXCESS / (DEFICIT)	**$ 10,862**	**$ -**	**$ -**	
	Fund Balance, beginning October 1	354,824	354,824	365,686	
	Fund Balance, ending September 30	$ 365,686	$ 354,824	$ 365,686	

CITY OF BELLEAIR BEACH, FL
MARINA FUND
SCHEDULE OF BOAT SLIP RENTALS
FISCAL YEAR 2023 - 2024

Boat Slip Number	Residential Status	Monthly Rent
1	Not available for rent	-
2 - Lift	Resident	315.00
3	Resident	279.00
4 - Lift	Resident	312.00
5 - Lift	Non-Resident	416.00
6 - Lift	Resident	180.00
7 - Lift	Resident	338.00
8 - Lift	Resident	377.00
9 - Lift	Resident	207.00
10 - Lift	Resident	279.00
11 - Lift	Resident	330.00
12 - Lift	Resident	180.00
13 - Lift	Non-Resident	338.00
14	Non-Resident	495.00
15 - Lift	Resident	416.00
16	Resident	405.00
17 - Lift	Resident	286.00
18 - Lift	Non-Resident	390.00
19	Resident	234.00
	Monthly Total	$ 5,780
	Annual Total	$ 69,360

Revenue is projected using an estimated 100% collection rate

Effective Rates for April 1, 2023 to March 31, 2025:

Full-Time Residents:
$9.00 per foot with 20' minimum fee

All Other Slip Renters:
$13.00 per foot with 20' minimum fee

CITY OF BELLEAIR BEACH, FL
PROPOSED CAPITAL IMPROVEMENT PROGRAM
EXPENDITURES / PROJECTS BY FUNCTION
INITIAL COSTS EXCEED $1,000
FY 2024 to FY 2028

MARINA FUND PROJECTS

	Prior Years	CY Budget FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Docks and catwalks								
Dock and catwalk repairs	52,500	10,000	10,000	10,000	10,000	10,000	-	102,500
Total Marina Fund Capital Projects	52,500	10,000	10,000	10,000	10,000	10,000	-	102,500

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Marina Dock Improvements
Description:	To accumulate funds for marina improvements including electrical/water pedestals, pavers, drainage, tie poles, landscaping, etc.
Job Time Line:	15 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	Marina Fund
Account:	575.0640

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	52,500	10,000	10,000	10,000	10,000	10,000	-	102,500
Total	**52,500**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**-**	**102,500**

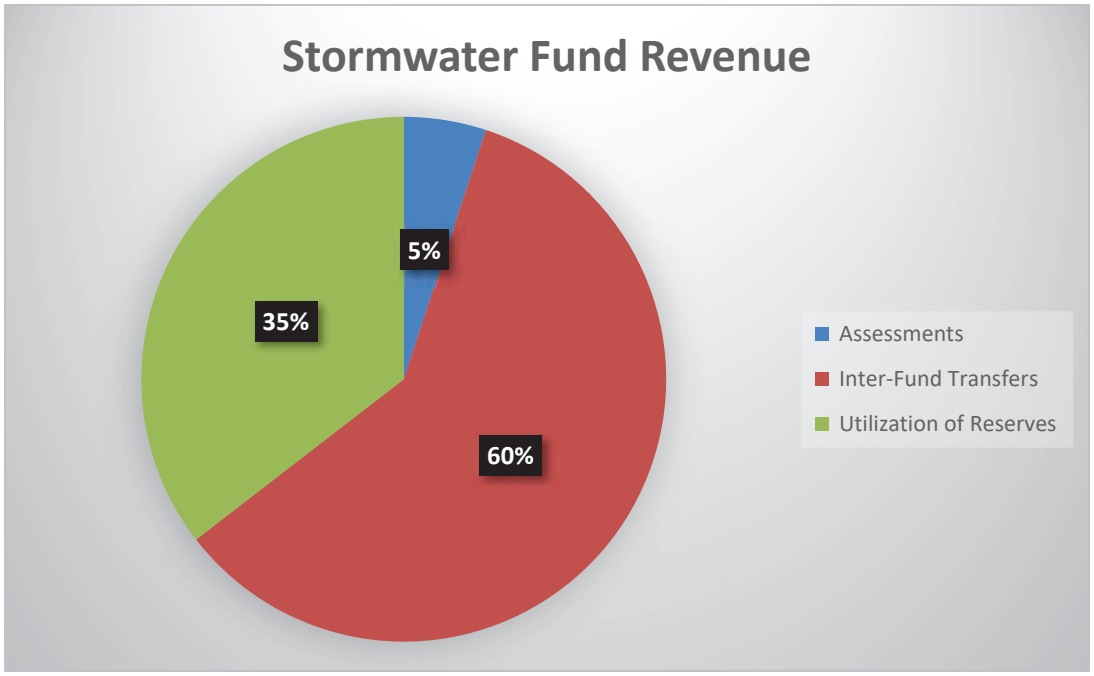
Project Funding Projections:

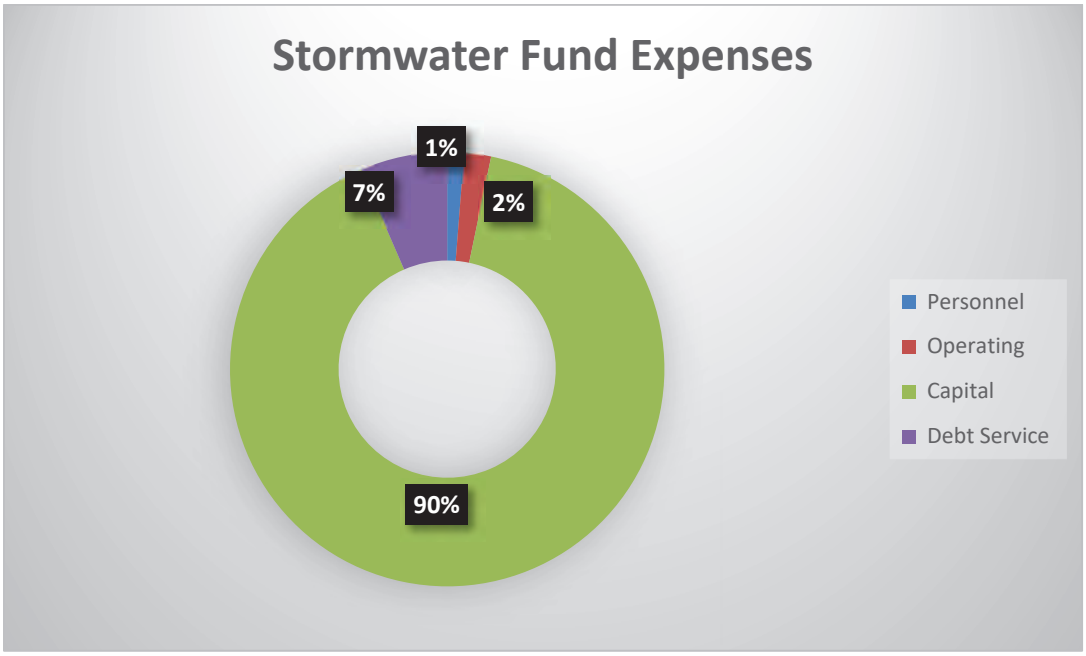
Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Marina Fund Revenue	52,500	10,000	10,000	10,000	10,000	10,000	-	102,500
Total	**52,500**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**-**	**102,500**

City of Belleair Beach

Stormwater Fund

Budget Summary – Stormwater Fund





CITY OF BELLEAIR BEACH, FLORIDA
STORMWATER FUND
REVENUE AND EXPENSE SUMMARY

	ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024
REVENUES			
OPERATING REVENUES	$ 177,605	$ 175,000	$ 175,000
OTHER FINANCING SOURCES	$ 25,000	$ 3,833,711	$ 3,280,210
TOTAL REVENUES	**$ 202,605**	**$ 4,008,711**	**$ 3,455,210**
EXPENSES			
PERSONNEL EXPENSES	32,530	33,925	43,075
OPERATING EXPENSES	61,433	98,993	69,100
CAPITAL OUTLAY	85,178	3,859,863	3,118,710
DEBT SERVICE	15,929	15,930	224,325
TOTAL EXPENSES	**$ 195,070**	**$ 4,008,711**	**$ 3,455,210**
EXCESS / (DEFICIT)	**7,535**	**-**	**-**

Stormwater costs were recorded in Capital Projects Fund through fiscal year 2020.
Stormwater Fund was established in fiscal year 2021.

CITY OF BELLEAIR BEACH, FLORIDA
ESTIMATED REVENUES, EXPENSES AND CHANGES IN FUND BALANCE
STORMWATER FUND
FISCAL YEAR 2023 - 2024

ACCOUNT	ACCOUNT TITLE	SUMMARIZED ACTUAL 2021 - 2022	AMENDED BUDGET 2022 - 2023	PROPOSED BUDGET 2023 - 2024	% INCREASE (DECREASE) OVER LAST YEAR'S AMENDED BUDGET
FUND BALANCE, OCTOBER 1		$ 1,718,734	$ 1,718,734	**$ 1,740,994**	
ADD REVENUES:					
Operating and Nonoperating Revenue:					
343.5100	Stormwater Assessments	177,605	175,000	175,000	
	Total Operating and Nonoperating Revenues	**177,605**	**175,000**	**175,000**	**0.00%**
Other Financing Sources:					
331.5100	ARPA Funding	-	802,868	-	
380.2000	Utilization of Reserves	-	4,415	1,225,315	
381.1000	Transfer from Other Funds	25,000	1,288,028	2,054,895	
384.0000	Loan Proceeds - fiscal year 2023	-	1,738,400	-	
	Total Other Financing Sources	**25,000**	**3,833,711**	**3,280,210**	**-14.44%**
	TOTAL STORMWATER FUND REVENUES	**202,605**	**4,008,711**	**3,455,210**	**-13.81%**
LESS: EXPENSES					
Personnel Services:					
538.0120	Salaries & Wages	$ 21,182	$ 22,241	$ 28,975	
538.0140	Overtime	180	185	270	
538.0161	Car Allowance	450	450	475	
538.0210	FICA Taxes - Social Security	1,422	1,493	1,800	
538.0211	FICA Taxes - Medicare	333	350	420	
538.0220	Retirement Contributions	2,136	2,243	2,898	
538.0230	Insurance	5,249	5,354	6,477	
538.0240	Worker's Compensation	1,578	1,609	1,760	
	Total Personnel Expenses	32,530	33,925	43,075	**26.97%**
Operating Expenses:					
538.0310	Professional Fees: NPDES & Water Monitoring	5,194	37,993	9,600	
538.0340	Other Contractual Services - Street Sweeping	5,385	7,000	6,000	
538.0342	Contractual Services - Pinellas County	3,053	4,000	3,500	
538.0460	Storm Drain Repairs and Other Maintenance	47,801	30,000	50,000	
538.0490	Compliance Fees - NPDES / State Mandate	-	20,000	-	
	Total Operating Expenses	**61,433**	**98,993**	**69,100**	**-30.20%**
Capital Outlay and Related Depreciation:					
538.6300	Depreciation Expense	85,178	84,000	84,000	
538.0641	Valley Curb Replacements	-	681,500	731,500	
538.0644	Stormwater System	-	3,094,363	2,303,210	
	Total Capital Outlay	**85,178**	**3,859,863**	**3,118,710**	**-19.20%**
Debt Service:					
538.0710	Debt Service - Principal	14,725	15,275	149,932	
538.0720	Debt Service - Interest	1,204	655	74,393	
	Total Debt Service	**15,929**	**15,930**	**224,325**	**100.00%**
	TOTAL STORMWATER FUND EXPENSES	**195,070**	**4,008,711**	**3,455,210**	**-13.81%**
	EXCESS / (DEFICIT)	**$ 22,260**	**$ -**	**$ -**	
	Fund Balance, beginning October 1	1,718,734	1,718,734	1,740,994	
	Fund Balance, ending September 30	$ 1,740,994	$ 1,718,734	$ 515,679	

CITY OF BELLEAIR BEACH, FL
PROPOSED CAPITAL IMPROVEMENT PROGRAM
EXPENDITURES / PROJECTS BY FUNCTION
INITIAL COSTS EXCEED $1,000
FY 2024 to FY 2028

STORMWATER FUND PROJECTS

	Prior Years	CY Budget FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Valley Curb Replacements								
Construction Costs *	-	731,500	50,000	50,000	50,000	50,000	50,000	981,500
Stormwater System								
Construction Costs *	-	2,303,210	-	-	-	-	-	2,303,210
Total Stormwater Fund Capital Projects	-	3,034,710	50,000	50,000	50,000	50,000	50,000	3,284,710

* Projects were recorded in Capital Projects Fund through fiscal year 2020

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Valley Curb Replacement
Description:	Curb replacement for various streets for stormwater projects and as needed with pavement replacement.
Job Time Line:	20 years
Cost Estimate Method (Source):	Contractor Estimate
City Department:	Public Works
Fund:	Stormwater Fund
Account:	538.0641

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	-	731,500	50,000	50,000	50,000	50,000	50,000	981,500
Total	**-**	**731,500**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**981,500**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Stormwater Fund Revenue	50,000	50,000	50,000	50,000	50,000	50,000	50,000	350,000
Capital Note Revenue	631,500	-	-	-	-	-	-	631,500
Total	**681,500**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**981,500**

City of Belleair Beach
Capital Improvement Plan Projects
Budget Prepared for Fiscal Year 2024 - 2028

Project Title:	Stormwater Improvements
Description:	Based on Stormwater Master Plan - 22nd-23rd, Morgan-25th, 14th-16th. Update Stormwater Master Plan.
Job Time Line:	10 years
Cost Estimate Method (Source):	Engineers Estimate - 2022
City Department:	Public Works
Fund:	Stormwater Fund
Account:	538.0644

Project Cost Projections:

Element	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Construction	-	2,303,210	-	-	-	-	-	2,303,210
Total	**-**	**2,303,210**	**-**	**-**	**-**	**-**	**-**	**2,303,210**

Project Funding Projections:

Category	Prior Year Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Beyond FY 2028	Total
Stormwater Fund Revenue	1,375,525	-	-	-	-	-	-	1,375,525
Capital Note Revenue	927,685	-	-	-	-	-	-	927,685
Total	**2,303,210**	**-**	**-**	**-**	**-**	**-**	**-**	**2,303,210**

CITY OF BELLEAIR BEACH

FLORIDA

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: August 31, 2023

SUBJECT: Authorize the City Manager to Execute a Purchase Order for a One-Month Extension of Solid Waste Collection Services

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Recommendation:

Authorize the City Manager to execute a PO for October 1-31, 2023 Solid Waste Collection Services with Waste Management Inc. of Florida in the amount of $28,696.63.

History:

The current agreement began October 1, 2018, for five years with an extension clause for an additional five years upon agreement of both parties.

Background:

The City is evaluating RFP 2023-01 Residential Single Family & Multi-Family Solid Waste and Recycling Collection Services. A one-month extension of solid waste collection services was requested by the City Manager to provide time for the RFP process. Waste Management Inc. of Florida has provided a new rate after adjusting for the current contractual CPI increase allowance and the Pinellas County Solid Waste Department disposal cost increase that will take effect on October 1, 2023.

Attachments:

1. FIRST AMENDMENT TO THE CITY OF BELLEAIR BEACH REFUSE COLLECTION AGREEMENT

2. CITY OF BELLEAIR BEACH REFUSE COLLECTION AGREEMENT

FIRST AMENDMENT TO CITY OF BELLEAIR BEACH
REFUSE COLLECTION AGREEMENT

This First Amendment is entered into between the City of Belleair Beach, Florida, a municipality existing under the law of the State of Florida, ("City") and Waste Management Inc. of Florida, a Florida corporation, ("Contractor").

WHEREAS, City entered into that certain contract entitled City of Belleair Beach Refuse Collection Agreement with Contractor (the "Agreement"); and

WHEREAS, City and Contractor desire to extend the term of the Agreement and modify pricing; and

NOW THEREFORE, CITY and CONTRACTOR agree as follows:

1. The above recitals are true, correct, and made a part of this Agreement.
2. This First Amendment shall be effective as of October 1, 2023.
3. The Term of the Agreement shall be extended by thirty-one (31) days and end on October 31, 2023 (the "Extension Period").
4. The City and Contractor agree that during the Extension Period the City shall pay the Contractor for services at the rates set forth in Exhibit A attached hereto.
5. Except as modified herein, the terms and conditions of the Agreement to which this amendment pertains shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the respective dates under each signature.

CITY	**CONTRACTOR**
CITY OF BELLEAIR BEACH	WASTE MANAGEMENT INC. OF FLORIDA
By: _____	By: _____ David M. Myhan, President
Attest:	Attest:
_____ City Clerk	_____ Lisa P. Silva, Asst. Secretary
____day of _____, 2023	_____day of _____, 2023

EXHIBIT A

Tim Bowers
GOVERNMENT AFFAIRS
tbowers3@wm.com
WASTE MANAGEMENT
11051 43RD STREET N
CLEARWATER, FL 33762
CELL 561.607.3038
OFFICE 727-5728779

August 21, 2023

Kyle Riefler
City Manager
City of Belleair Beach
444 Causeway Boulevard
Belleair Beach, FL 33786

RE: Contract Renewal Extension October 1- 31, 2023

Dear Mr. Riefler,

As per your request we have calculated the rate for a one-month contract extension for the month of October 2023. We have taken into consideration the current contractual CPI increase allowance and the Pinellas County Solid Waste Department disposal cost increase that will take effect on October 1, 2023. The new rate is:

Current Monthly Rate	**New Monthly Rate for October 1-31, 2023**
Current Rate $27,582.16	New Rate $28,696.63

Should the RFP award process extend beyond October 31, 2023, our rate would be $35,870.79. This rate represents the twenty-five percent increase that we had offered during our contract negotiations discussion.

We appreciate your partnership. Thank you for your consideration and understanding.

Regards,

Tim Bowers

Tim Bowers
Government Affairs Manager

CITY OF BELLEAIR BEACH REFUSE COLLECTION AGREEMENT

THIS IS AN AGREEMENT made and entered into the 28th day of September, 2018 by and between the City of Belleair Beach, Florida, a municipal corporation organized and existing under the laws of Florida (the "City") and Waste Management Inc. of Florida organized and existing under the laws of Florida (the "Contractor").

RECITALS

WHEREAS, On June 18, 2018, the City has issued a Request For Proposal (RFP# 2018-01) for contracted solid waste collection and disposal for residential and commercial solid waste and to grant to the Contractor the exclusive right to collect and disposal of garbage, trash, other disposable products and waste, and recyclable materials within the City for a specified period; and,

WHEREAS, the Contractor has provided solid waste collection and disposal services to the City since 1996 and has demonstrated to the City that it desires to continue these services in accordance with Contractor's response to RFP 2018-01; and,

WHEREAS, the Contractor has provided the City with its offer to provide said solid waste collection and disposal services to the City, which the City Council has accepted,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Definitions.** The following terms used herein shall have the following meanings:

(a) "City Contact Person or Designated City Representative" shall mean an officer or employee of the City designated by the City Manager to perform the duties described herein, and serves as the liaison between the City and the Contractor.

(b) "Collection Day" for single family properties and multifamily properties receiving can service will be on Monday and Thursday. Collection for multi-family dumpsters will be provided on Tuesday and Friday, at a minimum. Recycling collection for all properties located within the City will occur on Wednesday.

(c) "Collection and Disposal Services" shall mean all services performed by the Contractor in connection with Single-Family Collection, Multi-Family Collection, Dumpster Collection, Yard Waste Collection, Special Collections, and Recycling Collection.

(d) "Container" shall mean conventional garbage cans, garbage bags, trash or similar receptacles or cartons weighing not more than 60 pounds each when full, but shall not include dumpsters.

(e) "Contractor Contact Person" shall mean an employee designated by the Contractor with whom the City may contact in order to resolve any collection problems or disputes.

(f) "Dumpster Collection" shall mean pick up and disposal of Garbage and Trash in dumpsters located at city-owned properties and at multi-family residential complexes or other commercial complexes within the City.

(g) "Garbage" shall mean refuse, tin cans, glass, paper, cardboard, boxes, bottles, plastic containers, small appliances, vegetable matter, fruit waste, meat, fish and fowl waste, and other waste products commonly disposed of a by an average household stemming from personal consumption items used by an average household.

(h) "Multi-Family Collection" shall mean pick-up and return of individual Containers and dumpsters, and disposal of the Garbage, and Trash contained therein, at multi-family residential complexes within the City, which Containers have been placed in a centralized location on the premises of each complex by the residents.

(i) "Recycling Collection" shall mean pick up and disposal of recyclable materials in individual containers provided by the Contractor. Single-family recycling collection will be made at curbside in the containers provided to residents by the Contractor. Multi-family recycling collections will be made at a centralized location on the customer's property in wheeled carts provided by the contractor. The return of such containers to their collection point is included in the definition of recycling collection services.

(j) "Single-Family Collection" shall mean pick up and disposal of Garbage, Trash and recyclables from single-family residences within the City.

(k) "Trash" shall mean any refuse, other than Garbage or purtrescible material, including yard waste such as lawn cuttings, yard cuttings, branches, stumps, and leaves. Lawn cuttings, leaves, and small items must be placed in Containers in order to constitute "Trash." All other discarded items must be placed in piles at the curbside of the residence in order to constitute "Trash" for pick up. Branches or trees constitute "Trash" only if placed at curbside. The term "Trash" does not include earth, wallpaper, roofing material, plaster, concrete, or other substances or construction materials, which may accumulate as a result of repairs to land or buildings or as an initial clearing of lots, or as a result of construction or demolition operations.

(l) "Special Pick Up" shall mean those wastes requiring extraordinary management due to its nature, bulk, size, weight, configuration, or amount, and include, but are not limited to such items as white goods, used tires, tree stumps (exceeding 60 pounds), bedding, furniture (i.e. sofas, chairs), and other solid waste items that are too bulky or hard to collect that exceed one garbage truck hopper load (approx. four cubic yards). See attached list of fees for Special Pick Ups.

(m) "White Goods" shall mean discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances. Appliances such as microwaves, toasters, vacuum cleaners and similar small household appliances shall not be considered White Goods and do not require Special Pickup for collection.

(n) "Yard Waste" shall mean debris from pruning, maintaining or processing of plant material, such as lawn clippings, leaves, tree limbs, shrubs, etc. Yard waste acceptable for collection as part of normal collections (no assessment of additional fees) is limited to a maximum of six inches in diameter, four feet in length, and sixty pounds in weight per individual segment or piece. Yard Waste excludes vegetative waste that results from a storm or other declared named storm weather event.

2. Term. The terms of this Agreement shall be for a period of sixty months commencing on October 1, 2018 and ending on September 30, 2023, unless sooner terminated as otherwise provided for herein. The City may indicate its desire to renew this Agreement for an additional term upon giving the Contractor thirty (30) days prior written notice of intent to renew. Renewals shall be by mutual agreement. In such event, this Agreement may be renewed under the same terms and conditions, including the payment adjustments as set forth in Section 9.

3. Services. The Contractor agrees to perform all services specified in this agreement between the hours of 7:00 a.m. and 5:00 p.m.

(a) Single-family collections and multifamily collections for properties using containers rather than dumpsters will take place on Mondays and Thursdays. Multifamily dumpsters will take place on Tuesdays and Fridays. Recycling collection will take place citywide on Wednesday. If the Contractor wishes to modify the collection schedule, Contractor shall submit its proposed schedule change to the City for consideration, no less than sixty (60) days prior to any proposed schedule change.

(i) During any term of this Agreement, Contractor agrees to provide dumpster services at city hall, on a complimentary basis, every Monday, Tuesday, Thursday and Friday.

(ii) Further, Contractor will make available to the City, on a complementary basis, four -30 yard dumpsters per year when requested.

(b) Emergency related requests shall be exempt from this 60-day requirement. Any request for a schedule change, either on a temporary or permanent basis, shall be within the exclusive jurisdiction and approval/disapproval of the City Council. If approved, the Contractor shall communicate with each city resident, at the Contractor's expense, at least one week before beginning implementation of a temporary or permanent schedule change. This communication may be in the form of printed material either mailed or left at the property's main entrance, phone calls, or other method assuring that each property has been properly notified.

(c) All services shall be performed in accordance with applicable federal and state laws, rules, regulations, and ordinances of the City and County, as amended. All Garbage and Trash complying with the requirements of this Contract shall be collected at every living unit in the City on each collection day whether placed for pick up at either curbside (alongside street), side of residence, or garage front of each residence. The Contractor

agrees to establish a clearly visible system to identify the location for pick up at each residence in the City (i.e. curbside, side of residence, garage front, etc.). Trash not required to be placed in Containers shall be picked up and removed along with garbage on each Collection Day at each residence or other location.

(d) All services shall be performed in an efficient, competent, workmanlike manner to the reasonable satisfaction of City Council.

(e) Emergency Services: In the event that the City declares a state of emergency as a result of a natural or man-made disaster, the City Manager or City Council may authorize a variance from established schedules and routes set forth in this Agreement. When the state of emergency has been terminated and the City's storm debris removal contractor has completed its work as reasonably determined by the City, the Contractor shall resume normal operations unless otherwise mutually agreed upon by the Contractor and the City. In the event the nature of the emergency requires extra services to be performed by the Contractor, the City Manager and the Contractor shall meet to determine the scope of services needed and costs for additional personnel, equipment, overtime costs and other direct costs to provide expanded services to the City. Nothing herein, however, shall prohibit the City from seeking bids from and entering into an agreement with other contractors for the purpose of removing trash, garbage, waste or debris created by the emergency situation. The Contractor shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster unless the City enters into a written agreement with Contractor specifying the terms and compensation for such services.

(f) Force Majeure. The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a force majeure occurrence. "Force Majeure" shall mean:

(i) An act of God, including hurricanes, tornadoes, landslide, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, or civil disturbance making it impossible or impracticable to perform services under this Agreement;

(ii) The involuntary failure to issue, suspension, termination, interruption, denial, or failure of renewal of any permit or approval essential to the operation of the Contractor;

(iii) The failure of any appropriate federal, state, county, or local public agency or private utility or similar entity having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, transportation or similar function and power transmission lines which are required for and essential to the operation of the Landfill and the ability to dump trash, garbage or other materials at a county land fill site or other designated land fill;

(iv) The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of any designated facility or any material portion or part thereof taken by the action of any federal, state or local governmental agency or authorities thus preventing Contractor from dumping trash and waste.

(v) As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

1) Promptly notify the other party verbally; and

2) As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a written notice with a written description of (1) the commencement of the Force Majeure event, (2) its estimated duration impact on the party's obligations, under this Agreement.

(vi) Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under this Agreement. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

(vii) During any Force Majeure event, the City shall suspend or receive a credit for any compensation due Contractor during any period of non-performance. Further, Contractor agrees to be liable for any shortfall in the event the City is required to retain the services of a third party contractor to perform the services set forth in this Agreement.

4. <u>Standards of Services:</u>

(a.) There shall be no limit on the amount of Garbage, Trash and Yard Waste collected provided it is properly containerized and within the limits for length and weight. Garbage, Trash and Yard Waste containing extraordinary hazards to the collection crew will not be collected. No additional fee shall be charged for special pickup other than those fees set forth in the list of fees for Special Pickup attached hereto. Non-conforming Yard Waste will be tagged by the Contractor with instructions on how to conform waste to weight, size and content, for removal on the next collection day.

(b.) Branches and palm fronds need not be bundled, however, grass clippings, leaves and other similar materials shall be placed in containers or bagged for collection. All Yard Waste shall be placed at curbside for collection

(c). Garbage and Trash shall be placed in container(s) at the curb of a single-family residence for collection. The contactor shall return the container(s) to the curb out of the way of pedestrian or vehicular traffic, upright with lids placed on or nearby the container after being emptied. For residents with disabilities, illness or other

limiting conditions, placement and pickup of garbage at the rear door, side door or other approved location approval by the City and Contractor is required.

(d). It is the responsibility of the resident to remove Freon and other regulated substances (gases, liquids, solids) from White Goods by a properly licensed technician prior to the collection of the appliance.

(e). Each single-family residence will be provided with up to two recycling bin-style containers. Multifamily, commercial and the City Hall facility will be provided with cart style recycling containers of a consistent appearance and style. These recycling containers shall be adequately sized to meet the storage demands necessary to neatly contain all materials deposited into them.

(f.) Under no circumstances shall the contractor or his employees solicit or collect "tips" or other gratuities for the collection of any solid waste, except for gifts freely offered by customers as a holiday gift during the month of December.

5. **Termination.** Notwithstanding the term of this contract as set forth in section 2, above, the City may terminate this contract in the event that Contractor breaches any material provision of this contract, including but not limited to, the Contractor not performing the Collection Services, as defined herein, in accordance with the provisions of this contract. In the event of such default by the Contractor and failure to cure such default within ten (10) days following receipt of written notice of such default from the City the City shall notify the Contractor to show cause why this contract and the services to be performed hereunder should not be terminated. In the event that the City determines, in its discretion based upon the evidence presented, that this contract should be terminated, after giving Contractor an opportunity to show cause why the contract should not be terminated, the City's only obligation hereunder shall be to pay a pro rata portion of the monthly payment due for Collection Services performed by the Contractor in the month of termination. Such pro rata portion to be determined by multiplying the monthly payment otherwise due for the month of termination by a fraction having the numerator equal to the number of days in such month before the termination date and a denominator equal to the total number of days in such month.

In addition, the City may terminate this contract and the services to be provided herein, without cause, in the event that the City is unable to budget sufficient funds to meet its obligations hereunder, or in the event that the City, is required by law or involuntary consolidation of services with any other unit of local government, to consolidate Garbage and Trash collection services with another unit of local government. In any of the stated events, the City shall give the Contractor sixty (60) days prior written notice of intent to terminate this contract.

6. **Non-Conforming Garbage or Trash.** If garbage or trash left to collection does not conform to the specifications provided in this Contract or RFP 2018-01, the Contractor shall on Collection Day: (a) post a conspicuous notice to that effect on the main door of the residential unit describing the nonconformity and what action is necessary to have this garbage or trash collected, and (b) immediately notify the designated City Contact Person via telephone.

7. **Daily Reports and the Assessment of Administrative Fees.**

(a) Before Contractor's collection vehicles depart from the City on each Collection Day an employee of the Contractor will contact City Hall to determine whether any residents have reported to the City that their Garbage or Trash was not collected that day, or any other complaints. Any such missed collections or complaint will be collected/corrected by the Contractor within 24 hours of receipt of the missed collection or other complaint unless the missed collection/complaint is received on a Saturday or holiday; in that event, Contractor may collect/correct the matter on the next collection day.

(b) Each Collection Day, the Contractor shall check with the City Contact Person for complaints and each complaint shall be answered promptly by the Contractor. If the City Contact Person finds the complaint to be valid, the Contractor shall promptly rectify the complaint. If the City Contact Person determines that the complaint is unfounded, the complainant and contractor shall be notified. For the purpose of this section, the person designated by the City Manager shall be the City Contact Person. The City and the Contractor shall maintain a register or log on all complaints, which log shall indicate the date and hour complaint received, the complainant's name and address, the nature of the complaint, the time communicated to Contractor, the resolution of the complaint showing date and time resolved. The register or log shall be open for inspection by the City, the Contractor and the public pursuant to Chapter 119, Florida Statutes.

(c) In the event that the Contractor fails or refuses to correct any valid deficiency as set forth above, the Contractor shall pay an administrative assessment, per incident, as follows:

(1) Failure to cleanup spilled trash/garbage, etc ..... $ 10.00
(2) Failure to collect garbage, trash or recycle material, per schedule.. $10.00
(3) Failure to adhere to Collection time schedule..... $20.00
(4) Failure to remove any liquid spillage from collection vehicles... $20.00

Failure on the part of the Contractor to correct or take remedial action to correct any deficiency that results in a recurrence of the same incident, involving the same residence or facility twice in a 30 day period, the administrative assessment by the City against the Contractor shall be $50.00 per incident. All assessments made by the City against the Contractor shall be automatically deducted by the City from the monthly invoice for services.

(d) In the event that the Contractor disagrees with the final investigation and determination by the City Contact Person, the Contractor may appeal the decision to the City Council, whose decision shall be final and binding on the City and the Contractor.

(e) Complaint Reduction Formula and Enhanced Administrative Fees: For the purpose of this subsection and for the purpose of establishing a system to reduce complaints to an acceptable level. The acceptable level of complaints received by the City shall not exceed 20 incidents per month, averaged over six months. The Contractor agrees that if the number of complaints is not reduced to an average level of 20 per month, then the schedule of administrative assessments per incident, six month after the effective date of this Agreement, shall change to Fifty ($50.00) Dollars per verified complaint.

8. **Disposal.** Contractor agrees that all Garbage, Trash, and Recyclable Materials shall be disposed of in conformance with all applicable federal, state, Pinellas County, and City laws, ordinances, rules, and regulations.

9. **Payment.** In consideration for all services rendered by the Contractor hereunder, the City shall pay the Contractor an annual fee of Two Hundred, Eighty-Three Thousand, Six Hundred Twenty Three and 00/100 Dollars ($283,623.00) each year during the term of this Agreement, with payment to be made in equal monthly installments of Twenty-Three Thousand, Six Hundred Thirty Five and 25/100 ($23,635.25) on or before the tenth day of each month following the provision of services in accordance with the terms and conditions of this contract. It is further agreed that the Contractor may request an increase in the annual fee resulting from the following:

(a) an increase in Pinellas County's waste disposal plant's base-rate charges (Tipping Fees). This increase shall be based upon the percentage increase in the per ton disposal rate as of October of each year, after the first year of this Agreement, in which the increase is requested. This increase in charges requested by the Contractor shall require negotiations made with the City Manager and the Contractor. The City reserves the right to require that the Contractor supply documents and records substantiating the tonnage transported to and dumped at the county waste disposal plant (exclusive of recyclable);

(b) an increase in the consumer price index for all urban consumers for the South, all items, 1982-84 equals 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"). Should the CPI be discontinued or substantially modified, then an alternate index shall be chosen by mutual agreement of the City and the Contractor. Beginning on October 1, 2020__, and on each October 1 thereafter, the foregoing rates shall be adjusted to reflect the increase in the CPI for the immediately preceding twelve (12) month period of July to July, but no increase shall exceed four (4%) percent per year. While the Contractor must request the CPI adjustment set forth herein, once requested the adjustment is automatic. Should the CPI decrease, the City may also request an adjustment which shall also be automatic. No decrease may exceed 4% in any year;

(c) for any unanticipated increases in the cost of Contractor doing business resulting from a change in law or regulation ("Change in Law"); or any, increase in fuel cost. (Diesel or Propane Fuel Price adjustments are to be based on an index or other economic barometer. For the purpose of this Agreement, and any renewal thereof, upon execution of this Agreement, the Contractor will submit to the City its current fuel cost per mile times the number of miles weekly driven in the City to operate either its diesel or propane gas vehicles; and, the Contractor shall provide the City with the current cost per gallon paid by the Contractor to its wholesale bulk fuel supplier. (Base Line). Any increase or decrease in the Base Line cost of fuel shall be reflected in the monthly invoice to the City as a "fuel cost adjustment" for the previous month.) Contractor may request appropriate adjustments in the monthly payment based on unanticipated costs as aforesaid. Any such request shall be supported by full documentation establishing the increase in fuel o perating costs and the reasons therefor. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefor. The City shall approve or deny the request, in whole or in part,

within sixty (60) days of receipt of the request and all other additional information required by the City.

10. Indemnification and Related Matters.

(a) Indemnification. As part of the consideration paid by the City to the Contractor, the receipt of which is hereby acknowledges, the Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, against any and all liability and claims, demands, damages, and costs of every kind and nature, directly or indirectly relating to the services to be provided pursuant to this contract, including reasonable attorneys' fees and paralegal fees, whether in connection with appellate proceedings or otherwise, arising out of claim, injury or death of persons and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of or in connection with any activities of the Contractor, its agents and employees, or in any manner resulting from or arising out of its relationship with the City, excepting only liability resulting from the City's negligence or willful misconduct. The Contractor shall, at the request of the City, defend and satisfy all legal actions or other similar proceedings involving the City and arising out of this Agreement, at the expense of the Contractor, to include claims made by the employees of the Contractor against the City, and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, F.S. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, F.S.

(b) Insurance. The Contractor shall obtain and maintain during the term of this Agreement public (commercial general) liability and automobile liability insurance in the amount of no less than $5,000,000, and property damage insurance in the amount of no less than $1,000,000, with an insurer and in a form acceptable to the City. In addition, the Contractor shall carry insurance in amounts above stated for any environment damage claim. The Contractor shall furnish to the City Contact Person a copy of said insurance policies or a Certificate of Insurance listing the City as an additional insured therein and payment of this required premium. Failure on the part of the Contractor to carry and maintain the policies of insurance as herein set forth shall constitute a material breach of this contract, subject to immediate termination by the City Council.

(c) Repairs to Property. The Contractor shall, at its expense, repair and restore to original condition all property, whether public or private, destroyed or damaged in any way by it in the performance of its duties hereunder.

(d) Compliance. The Contractor shall exercise due care in its management and employment policies, and in the performance of its duties hereunder, to ensure the safety and welfare of the City's employees and residents. The Contractor shall comply with all federal, state, county, and local labor and employment laws and regulations, including a "Drug Free" work place policy. The City reserves the right to reject any employee hired by the Contractor or to demand a replacement of any such employee in the event any such employee commits an act of negligence, intentional tort or criminal act within the City, including civil traffic infractions.

(e) Payment of Taxes and Insurance. The Contractor shall pay all intangible personal property taxes, use taxes, sales taxes, social security taxes, withholding taxes, worker's compensation or other employment or compensation taxes or charges, as the case may be, which are properly assessed and payable with respect to all equipment, property, or persons used or engaged in performing the Collection Services. The Contractor will at all times maintain for all of its employees working within the City proper workers compensation insurance and all other reasonable insurance coverage for liability and property damage and will, at the request of the City, furnish to the City evidence of its compliance with the requirements of this subsection.

(f) Performance Bond. The Contractor shall furnish to the City, before October 1, 2018, a performance bond issued by a surety company satisfactory to the City in the amount of $10,000.

(g) Attorney's Fees._If either party is required to retain the services of an attorney to enforce any provisions or portion of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees and costs.

(h) Dispute Resolution: In the event of an unresolved dispute between the City and the Contractor, the parties agree to submit the dispute to pre-trial mediation in Pinellas County Florida prior to the initiation of any formal litigation. In such event, the parties shall bear their own legal and incidental costs associated with the mediation.

11. Term; Liability Upon Termination. This Agreement shall be effective as of the date of its execution. The Contractor's performance of Collection Services shall be subject to the City's rights of termination under Section 5, above. Termination of the Contract shall not relieve the Contractor of liability for any failure to perform its obligations hereunder and, if the City incurs costs and expenses in performing or causing to be performed the Collection Services as a result of termination for cause, pursuant to Section 5 above, in excess of the amounts that would have been paid hereunder but for such termination, then the Contractor shall be liable to the City in the amount of any such excess cost. The City may offset such costs against any payment otherwise due the Contractor under Section 9 above, and may collect such costs from the performance bond referred to above but such bond shall not be regarded as constituting liquidated damages for breach of this Contract by the Contractor and the Contractor shall remain liable to the City for damages sustained by the City or for which the City is obligated to pay as a result of such breach in excess of the amount, if any, collected with respect to such performance bond.

12. Extraordinary Services. The parties recognize that residents of the City may occasionally request the Contractor to pick up and remove refuse or debris that does not constitute Garbage or Trash (such as, for example, building materials at a construction or renovation site). Any such services shall be performed at the sole discretion of the Contractor and payment for such services shall be the sole obligation of the person requesting them and not the City. Residents shall not be obligated to utilize the Contractor for the removal of such refuse or debris. The Contractor shall have the right, for the term of this Agreement, to pick up and remove all trash, earth, construction debris, and other similar debris that is required by the City to be removed in roll off dumpsters, at a price and upon terms to be determined by the Contractor and the person requesting such pick up and removal. Except for discussions and negotiations between the Contractor and

residents or other persons requesting services of a type contemplated by this paragraph, the Contractor agrees that all communications relating to its services hereunder shall be with the City Contact Person and not with individual residents, building contractors, or other persons. Notwithstanding any provision to the contrary, nothing herein shall prohibit any licensed building or construction contractor from using or contracting for roll off or other dumpsters or debris haulers to remove construction material and waste from any construction site.

13. **Exclusive Right.** Except as otherwise provided herein, the Contractor shall have the exclusive right to pick up, remove, and dispose of all Trash, Garbage, and Recyclable Materials within the City, and to remove other similar debris required by the City during the term of this Agreement. In the event of an emergency resulting from a flood, hurricane, fire, or other similar situation that in the City's judgment causes an unusually large amount of trash, garbage, and other debris to exist, the City may engage and enter into an agreement with other debris removal contractors, garbage and trash collectors in addition to the Contractor for the duration of such emergency.

14. **Assignment.** Contractor may not assign any of its rights and obligations pursuant to this Agreement without the expressed written approval of the Belleair Beach City Council. For the purpose of this section, a merger of the Contractor with another company, a sale or transfer of its stock or assets, or any action in any bankruptcy court whereby a Trustee is appointed to manage the Contractors assets, liability or operation shall constitute an assignment, as aforesaid. Any unauthorized assignment by the Contractor will result in the immediate termination of this Agreement at the sole discretion of the City.

15. **Governing Law.** This Contract shall be governed by the laws of the State of Florida. The Contractor shall comply with all of the statutes of the state of Florida and municipal ordinances of the City, and with the rules and regulations of all county and state health and sanitation agencies and environmental protection agencies relative to the collection and transport of garbage and trash. Each party agrees to submit itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Pinellas County for any litigation, suit or cause of action arising out of, or relating to this Agreement.

16. **Recitals.** The "WHEREAS" recitals set forth in this contract are considered to be a part of this contract, of which the parties intend to be bound.

17. **Entire Agreement.** This Agreement supersedes any and all prior negotiations, oral or written agreements, heretofore made relating to the subject matter hereof. This Agreement may not be altered or amended except by writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the parties. No waiver of any condition or breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further continuing waiver of any such condition or breach or waiver of any condition, or any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

18, **Priority of Document**. The obligations of the parties are set forth in this Agreement. In the event that there is a need to interpret, refine, or construe an ambiguous or

unclear provision or obligation of a party hereto, the parties shall utilize the terms of the RFP, a copy of which is attached to this Agreement or incorporated herein by reference. In the event of a conflict between the provisions of this Agreement and the Response to the RFP from the Contractor, this Agreement shall prevail. RFP 2018-01 and the Response from the Contractor are attached hereto or incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this contract as of the date set forth above.

WITNESSES:

Coleen Hanlihan

Print Name: Coleen Hanlihan

Denise Logue

Print Name: DENISE LOGUE

WASTE MANAGEMENT INC. OF FLORIDA

By _____

Its: Tim Hawkins

Date: 9-28-18

Attest:

Patricia Gentry

Patricia Gentry, CMC, City Clerk

(SEAL)

Approved as to legal form:

Gaylen S. Bircher

City Attorney

CITY OF BELLEAIR BEACH, FLORIDA

By: _____

Lynn Rives, City Manager

Date: 9/28/2018

WM Agree/8-23-18/PJM

ATTACHMENT A
SPECIAL PICK UPS

White goods/furniture, etc. Per item	$65.00*
Bulk yard trash collection per yard	$16.00*

*Subject to annual CPI Adjustment

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY): 12/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Co of North America	43575
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF PINELLAS
11051 43RD STREET
CLEARWATER FL 33762

COVERAGES FLCLEA02 **CERTIFICATE NUMBER:** 3413237 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	HDO G27873091	1/1/2018	1/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X MCS-90 SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	MMT H25097890	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XOO G27929242 003	1/1/2018	1/1/2019	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C6462278A (AOS) WLR C64622778 (AZ,CA,&MA) SCF C64622791 (WI)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25097889	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

3413237
CITY OF BELLEAIR BEACH
444 CAUSEWAY BOULEVARD
BELLEAIR BEACH FL 33786

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPR[redacted]

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City of Belleair Beach, Florida

Residential Single Family & Multi-Family Residential Complex's Solid Waste Collection Services (Garbage, Yard Trash, Recycling) Request for Proposal

RFP 2018-01

The City of Belleair Beach, Florida ("City") is seeking proposals for Residential Single Family & Multifamily Residential Commercial (Dumpsters) Solid Waste Collection and Disposal Services. Interested parties should review all materials, including the Scope of Services provided herein.

Date of Issue: June 22, 2018

Mandatory Pre-Proposal Conference:
June 28, 2018 @2:00 pm
City Hall – Council Chambers
444 Causeway Blvd.
Belleair Beach, FL 33786

Proposal Due:
July 24, 2018 by 1:00 pm
City Hall, City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, FL 33786

All responses must be date and time stamped in at the City Clerk Office by 1:00 p.m. on July 24, 2018 to be considered responsive. Proposals received at the City Clerk's Office after the date/time specified shall be returned unopened.

Section 1 – GENERAL TERMS AND CONDITIONS

Pre-Proposal Conference.

A **Mandatory** Pre-Proposal Conference will be held in City Hall, 444 Causeway Blvd., FL 33786 at2:00 p.m. on June 28, 2018. The purpose of this Pre-Proposal Conference is to review the requirements and specifications for the above requested bid proposals. All interested parties must attend this meeting. Bids will not be accepted from companies that do not have a representative at this proposal conference.

Responses Due.

Sealed proposals will be received by the City Clerk in City Hall, 444 Causeway Blvd., Belleair Beach, FL 33786, until 1:00 p.m. on July 24, 2018. It is the bidder's responsibility to assure that their sealed proposal clearly marked RFP 2018-01 Solid Waste Collection Services is delivered to the City Clerk on or before 1:00 p.m. on July 24, 2018. Any untimely proposal will not be accepted or considered regardless of the reason.

Opening Proposals at 2:00 p.m. on July 24, 2018.

All proposals will be publicly opened and acknowledged in City Hall Conference Room at 1:00 p.m. on July 24, 2018. Pursuant to § 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to invitations to bid are exempt from the requirements of the Public Records Act, § 119.07(1) and Article I, Section 24(a), of the Florida Constitution until the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Preparation of Proposals.

Proposals shall be made on unaltered bid forms furnished by the City, unless otherwise requested within the specifications. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – ORIGINAL, and two (2) copies clearly marked on the bid and envelope as COPY, and one (1) electronic copy.

Proposals shall be signed in ink with the name of the bidder typed below the signature. Where the bidder is a corporation, limited partnership, limited liability company, or other entity other individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A bidder may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

Proposal Submittal.

Submit your response directly to the City Clerk, in City Hall, in an opaque, sealed envelope. Identify the envelope and clearly marked with the following information.

Proposal Name
Proposal Number RFP 2018-01 Solid Waste Collection Services Name of
Company/individual submitting proposal
List all addendums received by Proposal Company

Basis of Bids/Proposals.

The words "Bid" and "Proposal" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Bidder will include all cost items; failure to comply may be a cause for rejection. It is the intent of the City to promote competitive bidding. It shall be the responsibility of the bidder to advise the City Manager of any language, requirements, etc. or any combination thereof, which the bidder feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least ten (10) working days prior to opening date and time of the proposal.

Bid Surety.

Each proposal must be accompanied by the bidder's money order, cashier's check, certified check or bid security bond made payable to the City of Belleair Beach in the amount of 10% of the estimated annual contract amount. This amount will serve as bid surety (Bid Security) and will be forfeited to the City as liquidated damages in the event an award is made and the necessary contract documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the City will be held until the awarded contractor has submitted the proper paperwork. When a contract satisfactory to the City has been completed with a successful bidder, bid surety will be returned to the unsuccessful bidders. The terms "Bidder" and "Proposer" are synonymous as used herein. The term "Contractor" refers to the successful bidder/proposer.

Bonds: Performance Bond.

The successful bidder shall furnish and pay for bonds covering faithful performance of the contract and payment of all obligations arising hereunder by delivering to the City a Performance Bond, naming City as the beneficiary or oblige. The Performance Bond shall be furnished in the amount of $600,000 (Six hundred thousand dollars). The Performance Bond shall be in such a form as the City may prescribe and with a surety company acceptable to the City.

The Performance Bond shall be provided by the successful bidder prior to the commencement of work under the terms and condition of the Contract. The bond must remain in effect for the entire contract period.

All bonds (Bid Security and /or Performance) are to be issued from a company licensed to sell or issue bonds in the State of Florida and with a rating of no less than "A" in the Best Key Rating Guide. The City has the right, but not the obligation, to verify that these requirements are met. Failure or neglect to deliver said bonds as specified shall be considered as abandonment and/or anticipatory breach of the Contract. The option to submit a Letter of Credit in lieu of said bonds will be at the City's discretion. The Performance Bond must be effective from the beginning of the project until the City has acknowledged satisfactory performance. Please be advised that the surety or sureties must agree to adjust the bonds to the contract price as it may be modified by approved change orders, and surety will be deemed to legally and conclusively waive notice of such change.

Bid Prices.

The bidder warrants by bidding that the prices, terms and conditions quoted in this bid will be firm for a period of ninety (90) days from the date of the bid opening unless otherwise specified by the bidder, and shall not be amended after the date of time of the bid opening. Any attempt by the successful bidder to amend said bid prices except as otherwise provided herein shall constitute an actionable default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein as of date of contract commencement. The bidder, having familiarized itself with the local conditions, and terms and conditions listed herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper

execution and completion of the Contract, and if awarded the Contract, to complete the required work or deliver the required product(s) as specified within the bid/proposal package set forth by the City of Belleair Beach.

Contract Terms.

Unless otherwise agreed in a written document approved and signed by the City, work on this Contract shall commence on October 1, 2018, and shall be in effect for five (5) years following this start date (the initial Contract term shall conclude on September 30, 2024). The Contract may also automatically be renewed for an additional five (5) year period unless either party shall give written notice of non-renewal at least one hundred and twenty (120) days prior to the end of a term.

Payment.

Effective October 1, 2018, in consideration for all services rendered by the Contractor hereunder, the City shall pay the Contractor their determined/bid annual fee, with payment to be made in equal monthly installments on or before the tenth day of each month following the provision of services in accordance with the terms and conditions of this contract.

Taxes.

The City of Belleair Beach is exempt from Federal taxes, as well as State sales tax (Tax exemption number 85-8012646354C6).

Mistakes.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. Failure to do so will be at the Bidder's risk and the City may reject bids for any mistakes by the Bidder that the City deems substantial, in its sole discretion. Furthermore, the City is not obligated to give the successful Bidder extra payment for conditions which can be determined by examining the documents submitted by Bidder in response to this Request for Proposal.

Contract Award.

The City reserves the right to cancel the bid; reject any or all bids; waive any minor informalities or technicalities in the bids received as may be deemed in the best interest of the City in the City's sole discretion; and to award the contract to the responsible bidder who submits a bid meeting the specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, evaluation criteria, quality, offered terms, and service and reputation of the bidder in determining the most advantageous bid.

Modifications and Withdrawals.

Bids and/or proposals cannot be modified after being submitted to the City. The Bidder may withdraw bids and/or proposals at any time before the public opening of the sealed bids and/or proposals. However, no bid may be withdrawn or modified after the bid/proposal public opening for any reason, unless specifically permitted by Florida Law.

Disqualifications.

The City of Belleair Beach reserves the right to disqualify bids and/or proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder. (See Non- Collusion Affidavit Form). Bidder shall warrant that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services of product(s) and/or supplies specified herein.

Public Entity Crimes.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to any public entity, may not submit a bid on a contract with any public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to any 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 § 287.017, Florida Statutes, for Category Two ($35,000.00), for a period of 36 months from the dateof being placed on the convicted bidder list.

In submitting a bid to the City of Belleair Beach, the Bidder offers and agrees that if the bid/proposal is acceptable, the bidder will convey, sell, assign or transfer to the City of Belleair Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the commodities or services purchased or acquired by the City of Belleair Beach. At the City of Belleair Beach's discretion, such assignment shall be made and become effective at the time the City tender's final payment to bidder.

Certificate of Insurance.

The successful bidder and any subcontractor of the bidder shall require their insurance carrier, with respect to all insurance policies, to waive all right of subrogation against the City. The successful bidder shall submit certificates or other documentation to the City with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance (as required by the Florida Statutes), Public Liability, Property Damage Insurance in the amount of $1,000,000.00, Auto insurance Bodily Injury in the amount of $300,000 and Property Damage Single limit each occurrence and other requirements, as summarized on and in the amounts specified on the attached Summation of Insurance Requirements. The City shall be named as an "additional insured" on each policy of insurance, except workers compensation insurance, as reflected in a Certificate of Insurance.

Termination/Cancellation of Contract.

Termination or cancellation of the contract by the City will not relieve the bidder of any obligation for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received). Termination or cancellation of the Contract will not relieve the bidder from any obligations or liabilities resulting from any acts or omissions by the bidder, its employees, agents, independent contractors or individuals acting under the bidder's direction and control prior to the termination of the contract.

Termination for Default/Breach of Contract.

It shall be the duty of the City Manager to observe closely the Solid Waste Collection, disposal and salvage operations and Contractor shall be deemed to be in default of the Contract, if, in the opinion of the City Manager, any of the following events occur:

The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking re-adjustment of its indebtedness under the federal United States, or any state thereof, or consent to the appointment or a receiver trustee, or liquidator of all or substantially all its property; or,

By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the

readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgement is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government bond, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all (or substantially all) of the property of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or,

The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,

If any lien is filed against the City or third parties because of any omission of the Contractor and is not removed or the City adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,

The Contractor has abandoned, failed or refused to perform or observe each provision in this Contract, or has failed or refused to comply with the instructions of the City Manager relative thereto;
then such shall be considered a material breach of the Contract and the City Manager shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of seven (7) days from the days of the notice the Contractor has not eliminated the conditions considered to be a breach of contract, the City Manager shall so notify the City and a public hearing shall be set for a date within fifteen (15) days of such notice. The City Manager shall concurrently notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of the Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of the Contract, to the satisfaction of the City, the City shall declare a default on the Contract and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize the City Manager to take such other action.

If, however, the Contractor or his surety fails to cure such default within two (2) days after the final decision, then the City may thereupon declare the contract cancelled. Upon such a declaration of default, all payments due the Contractor shall be retained by the City and applied to the completion of this Contract and to damages suffered and expenses incurred by the City by reason of such default, unless the surety on the performance bond shall assume this Contract, in which event all payments remaining due to the Contractor at the time of default, less amount due the City from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to this that would have been paid to the Contractor had said Contractor continued to perform the Contract. If such surety fails to exercise such option, the City may complete this Contract or any part thereof, either by day labor or by releasing the Contract, and to procure other vehicles of the same and to charge the cost of the same to the Contractor, together with the costs incident thereto.

In the event the City completes a Contract at a lesser cost than would have been payable to the Contractor under the Contract if the same had been fulfilled by said Contractor, then the City shall retain such difference. Should such cost to the City be greater, the Contractor shall be liable for and pay the amount for such excess to the City. Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the City. The Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control. A strike shall be considered within the control of the Contractor. During such period, the

liability of the City to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically except from such liability provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the City shall be free to negotiate with other contractors for the operation of said Collection services and to terminate this Contract. Such operation with another contractor shall not release the Contractor herein of its liability to the City for such breach of the Contract.

Except as otherwise provided in the Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager who shall reduce the decision in writing and furnish a copy thereof to the parties. Relating to any dispute proceeding under this clause the partyshall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provision of the Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the City Manager.

In the event of a default as described herein, the Contractor shall be liable to City for all damages including, but not limited to, reasonable attorneys' fees and court costs. Repeated failure to perform as required by the Contract or repetitive default of similar nature shall be grounds for the City to terminate the Contract. City may, notwithstanding any other provisions of the Contract, elect to proceed with any legal remedy available to it under the provision of applicable laws in the event of a breach ofcontract.

Prohibitions.

The bidder, its officers, directors, employees, servants, agents, and/or any individuals acting under its supervision, direction, and/or control, or for which the bidder is legally responsible, are prohibited from unlawful drug or alcohol possession and use, including medical marijuana as that term is defined in Florida Statutes, and the use, consumption, manufacture, or dispensation of any controlled substances under state or federal law while performing work, preparing to perform work, and traveling to or from work of any kind under the Contract. The Contractor shall be solely and fully responsible for any claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs, caused in whole or in part by any violation of this provision. *See* attached Drug Free Workplace Form.

Indemnification.

The successful bidder hereby agrees to indemnify and hold harmless the City of Belleair Beach, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, from and against any and all claims infringement of any United States Patent, registered trademark, trademark and all other claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs arising out of the Contract or resulting from the performance of the work, furnishing of services and/or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) and caused in whole or in part by the negligence, breach of contract, default, act or omission of the successful bidder, its officers, directors, employees, servants, agents, subcontractors, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which the successful bidder is legally responsible, in connection with, arising out of, and/or incident to the Contract or the performance of the work. The successful bidder shall also indemnify and hold harmless the City of Belleair Beach from and against all claims against the City, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, by

any employee, agent, or servant of the successful bidder or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

Accidents & Claims.

The successful bidder shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work.

Laws & Regulations.

The successful bidder at all times shall be familiar with and observe and comply with all Federal, State, County, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work, and shall indemnify and save harmless the City of Belleair Beach against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees by the successful bidder, its officers, directors, employees, servants, agents, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which the successful bidder is legally responsible .

Venue.

In any action arising under or incident to the Contract and/or performance of the work thereunder, the exclusive venue for any such action shall be the state or federal courts in and for Pinellas County, Florida.

Public Records.

All writings, questions, and/or responses, including any literature or handouts at presentations concerning this RFP constitute Public Records under Chapter 119, Florida Statutes. The tender of a submission authorizes release of all the company's information as submitted. The successful bidder and any subcontractor of the bidder shall maintain public records required by the CITY to perform the service.

Upon request from the City's custodian of public records, the successful bidder shall 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 this chapter or as otherwise provided by law. The successful bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if successful bidder does not transfer the records to the City.

Proprietary Information.

As Requests for Proposals and Invitations for Bids, and responses thereto are subject to Florida's Public Records Act, Chapter 119, Florida Statutes, and Article I, § 24(a), of the Florida Constitution, all bidders shall identify with particularity any information contained in their responses which they consider trade secrets, confidential, and/or proprietary, and which they believe to be exempt from disclosure, specifically citing all the applicable exemptions under Florida or Federal law.

Communications.

Except for at the Pre-Proposal Conference, which will be an open meeting, to ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City of Belleair Beach prohibits

communication, whether direct or indirect, regarding the subject matter of the bid or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, or representative of the City of Belleair Beach, from the issuance of the specification until the Council makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending firm from consideration for award of the bid or any future bid. In addition to Pre-Proposal Conference, the only other exception to the foregoing rule is that any questions relative to interpretation of specifications or the bid process shall be addressed to the City Manager, in writing, via email (Lynn.rives@cityofBelleairBeach.com). No questions will be answered ten (10) or fewer business days from the date and time of the public opening.

Section 2- BID SUBMISSION REQUIREMENTS

Proposal Format:

Bidders must respond in the format delineated below:

All bids and/or proposals, responses, and copies thereof, shall be submitted on 8.5 by 11-inch paper.

As set forth below, each subject matter described requires an individual index tab in the response package indicating that the requested information is provided behind its specific tab. Any other information pertinent to the headings as described herein may be added to the end of each section. Index all items within the section on the tab sheet or on the very next sheet. If further materials are necessary to complete the response and are not provided for under any of the heading listed below, please add an additional tab.

TAB 1 FORM A – Organization Information, Questionnaire TAB 2

FORM B – Fee Proposal
Place the bid tabulation sheet for Residential Garbage (single-family cans & mufti-family dumpsters), Yard Waste, and Recycling & City Hall and Marina Dumpster

TAB 3 FORM C - References

TAB 4 FORM D - Addendum Acknowledgement
FORM E - Non- Collusion Affidavit of Prime Respondent FORM F –
Exceptions Form F – Drug Free Workplace
FORM G – Signature Sheet FORM

Section 3 – EVALUATION CRITERIA

The following criteria will be used to determine the most responsible, responsive bidder. Incomplete proposals will not be accepted. A Contract, if awarded, will be awarded to the Bidder that City Council determines can best meet the City's needs. ***Lowest price will not necessarily guarantee award.***

Evaluation Criteria & Weighting

Weighting	Criteria
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response
10%	2. Year-to –Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.
40%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.
15%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff to maximize overall participation in the recycling program.
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.

Scoring Methodology.

All proposals will be evaluated by City staff. For each proposal, each participating staff member will evaluate each criteria item and assign points on the following scale:

Excellent	7 points
Good	5 points
Acceptable	3 points
Unacceptable	0 points

The weight of each criteria item will then be applied against the total points assigned by each participating staff member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below:

(For Illustrative Purposes Only)

Criteria	Rater 1	Rater 2	Total	Weight	Weighted Score
1	5	7	12	.30	3.6
2	7	5	12	.20	2.4
3	5	3	8	.35	2.8
4	5	7	12	.10	1.2
5	7	3	10	.05	0.5
Total Score					10.5

Every proposal as submitted by each Bidder and the final scores as determined by Staff will then be submitted to City Council for review. City Council will review every proposal and may invite Bidders to make presentations before award of the contract.

Section 4 - BIDDER'S QUESTIONNAIRE FORM

The Questionnaire asks for information concerning the bidder's organization, experience in services similar to those described in the RFP Specifications, and information relating to the equipment, personnel and operating plan the Bidder proposes to use to provide the relevant services. If a partnership, firm, corporation or other entity owns a controlling interest in the Bidder, responses to each questionnaire must be submitted for both the Bidder and the parent entity. For purposes of this paragraph, "controlling interest" shall mean ownership of ten percent (10%) or more of the beneficial ownership of Bidder. Information submitted in response to this Questionnaire will be considered binding on the successful Bidder and any substitutions or deviations are subject to approval by the City of Belleair Beach.

Manner of Preparing and Filling in Forms.

Unless indicated otherwise, the Bidder shall include information for only the specific single business organization or entity which is submitting a Proposal for the Work described in the Contract and which would be the signatory on the Contract for services.

Prior to responding, Bidders are required to familiarize themselves with the current residential routes and City Hall.

All answers and entries shall be specific and complete in detail. The City of Belleair Beach reserves the right to make independent inquiries concerning the information provided herein, to conduct any additional investigation necessary to determine the Bidder's qualifications, and to require the Bidder to supply additional information

Use of Attachments.

Schedules, resumes, diagrams, and other forms of information may be used as attachments to the prescribed forms, provided that the information contained therein specifically includes the information required by this form and provided that the Bidder clearly references the attachments on this form. The purpose of the forms and any attachments is to supply information about the Bidder to the City of Belleair Beach, so that the City may determine the Bidder's qualifications to perform the work.

Overview.

This Request for Proposal seeks to secure firm pricing of solid waste, yard waste, and recyclable material collection services, for all City of Belleair Beach residential customers, and the City of Belleair Beach's City Hall.

Intent - RESIDENTIAL:

It is the intent and purpose of this Contract to assure the efficient, safe, and cost-competitive operation of an exclusive Solid Waste Collection service for all residents within the City of Belleair Beach, and City Hall.

Definitions

(a) "City Contact Person or Designated City Representative" shall mean Community Services, Administrator or any other officer or employee of the City designated by the City Manager to perform the duties described herein and serves as the liaison between the Cityand the Contractor.

(b) "Collection Day" for single-family properties and multifamily properties receiving can service shall mean Monday and Thursday of each week or such other days as are approved by the City. Collection for multi-family dumpsters will be provided on Tuesday and Friday, at aminimum. Recycling collection for all properties located within the City will occur on Wednesday.

(c) "Collection and Disposal Services" shall mean all services performed by the Contractor in connection with Single-Family Collection, Multi-Family Collection, DumpsterCollection, Yard Waste Collection, Special Collections, and Recycling Collection.

(d) "Container" shall mean conventional garbage cans, garbage bags, trash or similar receptacles or cartons weighing not more than 60 pounds each when full but shall not include dumpsters.

(e) "Contractor Contact Person" shall mean an employee designated by the Contractor with whom the City may contact in order to resolve any collection problems or disputes.

(f) "Dumpster Collection" shall mean pick up and disposal of Garbage and Trash in dumpsters located at city-owned properties and at multi-family residential complexes or othercommercial complexes within the City.

(g) "Garbage" shall mean refuse, tin cans, glass, paper, cardboard, boxes, bottles, plastic containers, small appliances, vegetable matter, fruit waste, meat, fish and fowl waste, andother waste products commonly disposed of a by an average household stemming from personal consumption items used by an average household.

(h) "Multi-Family Collection" shall meanpick-up and return of individual Containers and dumpsters, and disposal of the Garbage, and Trash contained therein, at multi-family residential complexes within the City, which Containers have been placed in a centralized location on the premises of each complex by the residents.

(i) "Recycling Collection" shall mean pick up and disposal of recyclable materials in individual containers provided by the Contractor. Single-family recycling collection will be made at curbside in the containers provided to residents by the Contractor. Multi-family recycling collections will be made at a centralized location on the customer's property in wheeled carts provided by the contractor. The return of such containers to their collection point is included in the definition of recycling collection services.

(j) "Single-Family Collection" shall mean pick up and disposal of Garbage, Trash and recyclables from single-family residences within the City.

(k) "Trash" shall mean any refuse, other than Garbage or putrescible m a t e r i a l, including yard waste such as lawn cuttings, yard cuttings, branches, stumps, and leaves. Lawn cuttings, leaves, and small items must be placed in Containers to constitute "Trash." All other discarded items must be placed in piles at the curbside of the residence to constitute "Trash" for pick up. Branches or trees constitute "Trash" only if placed at curbside. The term "Trash" does not include earth, wallpaper, roofing material, plaster, concrete, or other substancesor construction materials, which may accumulate as a result of repairs to land or buildings or as aninitial clearing of lots, or as a result of construction or demolition operations.

(l) "Special Pick Up" shall mean those wastes requiring extraordinary management due to its nature, bulk, size, weight, configuration, or amount, and include, but are not limited to such items as white goods, used tires, tree stumps (exceeding 60 pounds), bedding, furniture (i.e.
sofas, chairs), and other solid waste items that are too bulky or hard to collect. See attached list of fees for Special Pick Ups. Special Pick Up does not include yard waste.

(m) "White Goods" shall mean discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances. Appliances such as microwaves, toasters,vacuum cleaners and similar small household appliances shall not be considered White Goodsand do not require Special Pickup for collection.

(n) "Yard Waste" shall mean debris from pruning, maintaining or processing of plant material, such as lawn clippings, leaves, tree limbs, shrubs, etc. Yard waste acceptable for collection as part of normal collections (no assessment of additional fees) is limited to a maximum of six inches in diameter, four feet in length, and sixty pounds in weight per individual segment or piece. There shall be no limit in the quantity of yard waste collected by the Contractor so long as it meets with the segment weight, length, and containerization (if appropriate) requirements. The Contractor shall be responsible to remove yard waste generated from landscaping on the property in Belleair Beach (outside contractor or resident)

Section 5 – SCOPE OF CONTRACTOR'S WORK

A. Services

1. The Contractor agrees to perform all services specified in this agreement between the hours of 7:00 a.m. and 5:00 p.m. Single-family collections and multifamilycollections for properties using containers rather than dumpsters will take place on Mondays and Thursdays. Multifamily dumpsters will take place citywide on Tuesdays and Fridays. The dumpster service at City Hall and the Marina will take place on four days per week Mondays, Tuesdays, Thursdays, and Fridays. Recycling collection will take place citywide on Wednesday. If the Contractor wishes to modify the collection schedule, Contractor shall submit its proposed schedule change to the Cityfor consideration, no less than sixty (60) days prior to any proposed schedule change. Emergency related requests shall be exempt from this 60-day requirement. Any request for a schedule change, either on a temporary or permanent basis, shall be within the exclusive jurisdiction and approval/disapproval of the City Council. If approved, the Contractor shall communicate with eachcity resident, at the Contractor's expense, at least one week before beginning implementation of atemporary or permanent schedule change. This communication may be in the form of printed m a t e r i a l either mailed or left at the property's main entrance, phone calls, or other method assuring that each property has been properly notified. All services shall be performed in accordance with applicable federal and state laws, rules, regulations, and ordinances of the City and County, as amended from time to time. All Garbage and Trash complying with the requirements of this Agreement shall be collected at every living unit in the City on each collection day whether placed for pick up at either curbside (alongside street), side of residence, or garage front of each residence. The Contractor agrees to establish a clearly visible system to identify the location for pick up at each residence in the City (i.e. curbside, side of residence, garage front, etc.). Trash not required to be placed in Containers shall be picked up and removed along with garbage on each Collection Day at each residence or other location. All services shall be performed in an efficient, competent, workmanlike manner to the reasonable satisfaction of City Council.

2. Bins
   All recycling containers (Bins) shall be supplied by the contractor.

Standards of Service

There shall be no limit on the amount of Garbage, Trash and Yard Waste collected provided it is properly containerized and within the limits for length and weight. Garbage, Trash and Yard Waste containing extraordinary hazards to the collectioncrew will not be collected. No additional fee shall be charged for special pickup. Non-conforming Yard Waste will be tagged by the Contractor with instructions on how to conform waste to weight, size and content, for removal on the next collection day.

Branches and palm frowns need not be bundled, however, grass clippings, leaves and other similar materials shall be placed in containers or bagged for collection. All Yard Waste shall be placed at curbside for collection Garbage and Trash shall be placed in a container at the curb of a single- family residence for collection. The contactor shall return the container(s) to the curb out of the way of pedestrian or vehicular traffic, upright with lids placed on or nearby the container after being emptied. For residents with disabilities, illness or other limiting conditions, placement and pickup of garbage at the rear door, side door or other approved location approval by the City and Contractor is required. In all cases a clear pathway must be maintained leading to all materials to be collected. The Contractor shall not be required to collect materials behind a locked fence or other obstructions which materially reduce productivity or create a safety concern.

(Supporting documentation may be required by the City Manager to receive collection service at rear door, side door, or other approved location.)

It is the responsibility of the resident to remove Freon and other regulatedsubstances (gases, liquids, solids) from White Goods by a properly licensedtechnician prior to the collection of the appliance.

Each single-family residence will be provided with up to two recycling containers. Multifamily, commercial and the City Hall facility will be providedwith cart style recycling containers of a consistent appearance and style.

These recycling containers shall be adequately sized to meet the storage demands necessary to neatly contain all materials deposited into them.

Under no circumstances shall the contractor or his employees solicit or collect "tips" or other gratuities for the collection of any solid waste, except for gifts freely offered by customers as a holiday gift during the month of December.

Extraordinary Services

The parties recognize that residents of the City may occasionally request the Contractor to pick up and remove refuse or debris that does not constitute Garbage or Trash (such as, for example, building materials at a construction or renovation site). Any such services shall be performed at the sole discretion of the Contractor and payment for such services shall be the sole obligation of the person requesting them and not the City. Residents shall not be obligated to utilize the Contractor for the removal of such refuse or debris. The Contractor shall have the right, for the term of this Agreement, to pick up and remove all trash, earth, construction debris, and other similar debris that is required by the City to be removed in roll off dumpsters, at a price and upon terms to be determined by the Contractor and the person requesting such pick up and removal. Except for discussions and negotiations between the Contractor and residents or other persons requesting services of a type contemplated by this paragraph, the Contractor agrees that all communications relating to its services hereundershall be with the City Contact Person and not with individual residents, building contractors, or other persons.

Emergency Services

If the City declares a state of emergency because of a natural or man-made disaster, the City Manager or City Council may authorize a variance from established schedules and routes set forth in this Agreement. When the state of emergency has been terminated, the Contractor shall resume normal operations unless otherwise mutually agreed upon by the Contractor and the City. In the event the nature of the emergency requires extra services to be performed by the Contractor, the City Manager and the Contractor shall meet to determine the scope of services needed and costs for additional personnel, equipment, overtime costs and other direct costs to provide expanded services to the City. Nothing herein, however, shall prohibit the City from seeking bids from and entering into an agreement with other contractors for removing trash, garbage, waste or debris created by the emergency. The City has an independent disaster debris removal contract in place. The Contractor shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster.

Force Majeure

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a force majeure occurrence. "Force Majeure" shall mean:

a. An act of God, including hurricanes, tornadoes, landslide, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, war, blockade or insurrection, riot, or civil disturbance;

b. The failure by appropriate governmental authority to issue, suspension, termination, interruption, denial, or failure of renewal of any permit or approval essential to the operation of the Contractor;

c. The failure of any appropriate federal, state, county, or local public agency or similar entity having operational jurisdiction in the area in which the disposal facility and Contractor's facility is located, to provide and maintain utilities, services, water and sewer lines, transportation or similar function and power transmission lines which are required for and essential to the operation of the Landfill;

d. The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the designated facility or any material portion or part thereof taken by the action of any federal, State or localgovernmental agency or authorities.

As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

Promptly notify the other party verbally; and

As soon as practical, but in no event more than ten (10) day. As soon as practical, but in no event more than (10) days thereafter, prepare and deliver to the other party a written notice with a written description of (1) the commencement of the Force Majeure event, (2) its estimated duration impact on the party's obligations, under this Agreement.

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under thisAgreement. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

Non-Conforming Garbage or Trash

Ifgarbage, yard waste or trash left to collection does not conform to the specifications provided in this Contract, the Contractor shall on Collection Day: (a) post a 3-part hang-tag with one copy left for the resident, another to be delivered to City Hall, and another retained by the Contractor on the day that the collection was not made. This hang-tag shall be left at the main door of the residential unit describing the nonconformity and what action is necessary to have this garbage or trash collected. Hang-tag shall be delivered to the City Contact person on the day collection is not made as part of the daily reporting by the Contractor to the City Contact Person. Photographs may be requested by the City Contact Person.

Daily Reports, Annual Reports, and the Assessment of Administrative Fees

Before Contractor's collection vehicles depart from the City on each Collection Dayan employee of the Contractor will visit City Hall to determine whether any residentshave reported to the City that their Garbage or Trash was not collected that day orany other complaints. Any such missed collections or complaint will be collected/corrected by the Contractor before 5:00 p.m. on the Collection Day. Dailyreports shall be made by the general collection truck as well as the recycling truckdrivers.

Each Collection Day, the Contractor shall check with the City Contact Person forcomplaints and each complaint shall be answered promptly by the Contractor. Ifthe City Contact Person finds the complaint to be valid, the Contractor shall promptly rectify the complaint. If the City Contact Person determines that the complaint is unfounded, the complainant and contractor shall be notified. For this section, the person designated by the City

Manager shall be the City Contact Person. The City and the Contractor shall maintain a register or log on all complaints, which log shall indicate the date and hour complaint received, the complainant's name and address, the nature of the complaint, the time communicated to Contractor, the resolution of the complaint showing date and time resolved. The register or log shall be open for inspection by the City, the Contractor and the public pursuant to Chapter 119, Florida Statutes.

(a) The Contractor agrees to provide all reports requested related to solid waste and recyclable collections requested of the City by federal, state, and/or county agencies. These reports shall be in a format suitable for the requesting agencies. These reports shall also be submitted to the requesting agencies consistent with their deadlines.

(b) In the event that the contractor fails or refuses to correct any valid deficiency before 5:00 p.m. on the Collection Day as determined by the City Contact Person, (calls received after 2:00 p.m. on the Collection Day **will** be resolved no later than12 noon of the following day) the Contractor shall pay an administrative assessment, per incident, as follows:

(1) Failure to cleanup spilled trash/garbage, etc.	$10.00
(2) Failure to collect garbage, trash or recycle material, per schedule	$10.00
(3) Failure to adhere to Collection time schedule	$20.00
(4) Failure to remove any liquid spillage from collection vehicles	$20.00

Failure on the part of the Contractor to correct or take remedial action to correct any deficiency that results in a recurrence of the same incident, involving the same residence or facility twice in a 30-day period, the administrative assessment by the City against the Contractor shall be $50.00 per incident. All assessments made by the City against the Contractor shall be automatically deducted by the City from the monthly invoice for services.

(e) If the Contractor disagrees with the final investigation and determination by the City Contact Person, the Contractor may appeal the decision to the City Council, whose decision shall be final and binding on the City and theContractor.

(f) Complaint Reduction Formula and Enhanced Administrative Fees: For this subsection and for establishing a system to reducecomplaints to an acceptable level. The acceptable level of complaints received bythe City shall not exceed 20 incidents per month, averaged over six months. TheContractor agrees that if the number of complaints is not reduced to an averagelevel of 20 per month, then the schedule of administrative assessments per incident, six months after the effective date of this Agreement, shall change to Fifty($50.00) Dollars per verified complaint.

Disposal

Contractor agrees that all Garbage, Trash, and Recyclable Materials shall be disposed of in conformance with all applicable federal, state, Pinellas County, and City laws, ordinances, rules, and regulations.

Recycling Services

Exhibit 1 is a list of the materials that shall be included in the recycling services at a minimum for all residences and for multifamily residential complexes if requested.

The City wishes to maintain the existing Wednesday single family recycling schedule.

Exclusive Right

The City will grant to the Contractor the Exclusive Right and obligation to provide Solid Waste collection services with the City of Belleair Beach per the scope of the sample contract.

The contractor shall have an exclusive franchise for residential garbage, yard trash and recyclables.
The City encourages the franchisee to work with multifamily residential complexes to promote recycling.

Fluctuation of Refuse

The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of may fluctuate significantly as a result of storms, growing seasons, and acts of God. This additional work-load will not be considered as adequate justification for failure to the Contractor to maintain the required collection schedules and routes unless approved by the City Council.

Holidays

The following days shall be authorized holidays, **New Year's Day, Thanksgiving Day, and Christmas Day.**

If the regular Collection day falls on holiday, that service is not rendered, the Contractor shall collect all Solid Waste the next day scheduled service day. Any additional holidays shall be approved by the City Manager.

Section 6 – BIDDER/CONTRACTOR RELATIONS WITH CITY

Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to the services to be provided by the Bidder notwithstanding in certain respects that the Contractor is bound to follow the direction of designated City officials, and the Contractor is in no respect an agent, servant or employee of the City. This Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in this Contract.

Evaluation of Contract Performance

The Contractor's performance of this Contract shall be evaluated by the City Manager. If at any time during the term of this Contract, performance satisfactory to the City Manager shall not have been provided, the Contractor upon notification by the City Manager shall increase the force, tools and equipment as needed to perform this Contract properly.

City Manager

To prevent misunderstanding and litigation, the City's Manager shall decide any and all questions which arise concerning the quality and acceptability of the services performed, the sufficiency of performance, the interpretation of Contract provisions, and the acceptable fulfillment of this Contract on the part of the Contractor; and the City Manager will determine whether or not the amount, quantity, character and quality of the Work performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provision of this contract, and such finding and conclusions shall be final and binding on both parties.

Inspection of Work

i. The contractor shall provide to the City Manager every reasonable opportunity to ascertain whether the work is performed is in accordance with the requirements of this Contract.

ii. The Contractor shall designate, in writing, the person to serve as its agent and daily liaison between its organization and the City.

iii. The City Manager may appoint qualified person(s) to inspect the Contractors operations and equipment at any reasonable time, and the Contractor shall admit authorized representatives of the City to make such inspection at any reasonable time and place.

Taxes

The Contractor shall pay all Federal, State and local taxes and fees including, but not limited to, sales tax, social security, workers compensation, unemployment insurance, and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Contract.

City not Liable for Delays

It is expressly agreed that in no event shall the City be liable or responsible to the Contractor, or to any other person, because of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, from, by, or because any delay from any cause over which the City has no control. The Contractor's obligation to perform the work described herein shall continue in the event of any strikes, labor disputes, work stoppages or disagreement or problems involving the Contractor's employees.

Right to Require Performance – The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach or default of provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Quality of Service

Character of Workers and Equipment

The direction and supervision of solid waste collection, transportation, and deposal shall be completed by qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of operations to assure performance satisfactory to the City. All subcontractors, Superintendents, foremen, and workers employed by the Contractor shall be careful and competent. Any employee of the Contractor who acts in an improper fashion in dealing with the public shall be removed from service to the City upon receipt by the Contractor of a written request from the City Manager.

Contractor's employees collecting solid wastes will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern the removal of solid waste. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, left in an inverted position and anything spilled shall be picked up immediately by such employee.

Cooperation of Contractor Required

The Contractor shall cooperate with authorized personnel and representatives of the City in every reasonable way to facilitate the progress of the work contemplated underr this Contract. The Contractor shall always have a

competent and reliable English-speaking representative during collection hours available to the City's staff.

Office Hours

Contractor shall provide customer service personnel and shall be available during all hours of residential collection. The city will also be provided a collection supervisor's phone number for any time response.

Equipment

Type

The Contractor shall provide sufficient equipment in proper operational condition to ensure that regular schedules and routes of collection, transportation, and disposal are maintained.

Condition

All collection, transportation, and disposal vehicles used by the Contractor shall be good and serviceable equipment and visually acceptable in the opinion of the City at the beginning of the Contract and throughout the duration of the contract. The City reserves the right to inspect all equipment during the contracted period.

Operation

The Contractor shall equip each vehicle with a means of direct communication with a central dispatch for immediate correction of missed pickups or other problems with service, which may arise from time to time. The Contractor shall maintain a central dispatch during all residential service hours to provide information to units in the field and to dispatch units to provide service or the correction of problems. The Contractor shall also have a route supervisor on duty to resolve all issues in a timely manner.

The Contractor shall ensure that all vehicles are washed on the outside and painted or repainted as often as necessary to keep them in a neat, clean and sanitary condition. Contractor vehicles shall prominently display name and telephone number on each vehicle in lettering no less than five (5) inches. No other advertising will be placed on Contractors vehicles without express written consent of the Public Services Supervisor.

Section 7 – WORKING CONDITIONS

a. The Contractor shall comply with all applicable State and Federal laws relating to wages and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

b. No person convicted of a crime(s) and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of employment such as but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years of the date of service to the City shall be employed by the Contractor.

The Contractor will submit information on the retention rates of personnel, training program, and safety training program.

Section 8 – DISPOSAL OF SOLID WASTE AND RECYLABLE MATERIALS

a. Location

All solid waste, yard trash and recyclable materials collected shall be transported to a state- approved and properly-licensed disposal facility or recycling facility. The Contractor agrees to pass-through any cost

increases or decreases in disposal charges for the designated facility to the customer. All changes to pass-through costs are subject to review by City. for a determination of reasonableness and may be rejected by City, at City's sole discretion, if found unreasonable. For the purposes of this Bid, the fee for garbage and yard trash disposal shall be defined as the fee required by the Pinellas County Disposal Facility. The City will assume no charges made by Pinellas County for the Contractor to use their facility. Recyclables shall consist at a minimum of all Florida State-designated recyclables. At a minimum, Contractor shall collect all recyclable materials in Exhibit 1 below for processing in a state approved recycling facility, unless authorized in bid or by City Manager or his/her designee: SEE EXHIBIT I

Section 9 – COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide by all applicable federal, state, county and city laws and regulations including federal, state, county, and City laws and regulations relating to hazardous substances.

Section 10 –INSURANCE

The Contractor shall not commence work under this Contract until it has obtained all insurance as specified in the applicable insurance requirements. The Contractor shall not allow any subcontractor to commence work on subcontracts until after they have been approved by the City and similar insurance of the subcontractor has been obtained and approved by the City.

Section 12 – INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the City of Belleair Beach, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, from and against any and all claims asserted against the City stemming from the negligence and intentional torts of bidder during the performance of the services provided, to include for infringement of any United States Patent, registered trademark, trademark and all other claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs arising out of this Contract or resulting from the performance of the work, furnishing of services and/or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) and caused in whole or in part by the negligence, breach of contract, default, act or omission of Contractor, its officers, directors, employees, servants, agents, subcontractors, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which Contractor is legally responsible, in connection with, arising out of, and/or incident to the Contract or the performance of the work. The Contractor shall also indemnify and hold harmless the City of Belleair Beach from and against any and all claims against the City, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, made by any employee, agent, or servant of the Contractor or of subcontractor of Contractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

Section 13 – COST ADJUSTMENT

Annual adjustments to rates for collection services

On October 1, 2019 and annually on October 1, thereafter, the Collection component of the Rates may be adjusted to reflect any changes in the costs of Collection during the previous Agreement year due to inflation or deflation. If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the City

Manager at least forty (30) calendar days prior to October 1 (i.e., on or before September 1st) of the Agreement Year for which the adjustment is sought and include a copy of the Garbage & Trash Index used as the basis for the adjustment. The Contractor's request shall contain sufficient information to confirm that the Contractor's request complies with the requirements in this section.

The adjustment to the Collection portion of the Rates in Residential Single Family and Multifamily Accounts shall be based on the changes in the Garbage and Trash Consumer Price Index, (Southern Region) as applicable, during the previous Agreement Year. The adjustments shall reflect the percentage change in the Garbage and Trash CPI, measured from June 1st in the previous calendar year to June 1st of the calendar year in which the adjustment will occur. The ceiling percentage change will be 5% every year, and the floor percentage change will be 2% every year. If the Garbage and Trash CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

The disposal component is a pass-through cost in this contract to the designated disposal facility. Any rate decrease at the designated disposal facility shall be automatically adjusted down with corresponding monthly disposal cost. Any disposal rate increase shall take place on October 1st of each year.

The Contractor may petition the City for an unusual cost(s) rate adjustment, based on unusual changes in its cost of doing business. Any petition for a rate adjustment for unusual costs must be based upon extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. Besides the Annual G&T Annual rate adjustment, any other rate adjustment must be approved through a written amendment to the contract, and will take effect at the beginning of each fiscal year for the City (October 1st). The Contractor request shall contain substantial proof and proper justification to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) day of receipt of the request and all other additional information required by the City. Unusual cost adjustments shall be specific to only the component(s) that is requested and approved. Unusual cost adjustment requests shall exclude fuel and disposal adjustments. If any extraordinary and unusual changes in the costs of operations occur that reduce the Contractor's cost, these changes shall entitle the City to receive a residential unit rate decrease equal to fifty (50%) percent of the savings realized by the contractor.

Section 14 – RENEWAL OF CONTRACT

Upon agreement by both parties, this Contract may be renewed automatically for additional one (1) five-year period, unless either party shall give written notice of non-renewal at least one hundred and twenty (120) days prior to the end of each term.

Section 15 – ASSIGNMENT OF CONTRACT

Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of City Council. Consent may be withheld for any reason. In the event Contractor is a corporation, partnership or other equal entity, there shall be no change in the direct or indirect legal or factual control of such entity without first obtaining the written consent of the City. A change of legal control includes, but is not limited to, a transfer of the ownership of over 20% of the Contractor or any person or entity owning a 20% or greater interest, direct or indirect, in the Contractor.

Section 16 – INTERPRETATION, VENUE, REMEDIES AND ATTORNEY'S FEES

The Contract shall be governed by the laws of the State of Florida and, where applicable, Federal law. Venue for all legal actions arising out of the Contract shall be in the state or federal courts of Marion County, Florida. The Contract shall be interpreted according to the laws of Florida. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Waiver of a default shall not be deemed to be a waiver of any subsequent defaults. In any action brought by either party to construe or enforce any provision of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs.

EXHIBIT I

MINIMUM ACCEPTABLE SINGLE STREAM RECYCLING MATERIALS

Steel and Tin Cans. Includes steel and tin cans and empty aerosol cans.

Aluminum. Includes aluminum beverage containers, aluminum foil and aluminum pie plates.

Glass. Clear (flint), brown (amber) and green, blue food and beverage jars and bottles. Paper labels, rings and lids on glass containers are acceptable.

PET Plastic Bottles (SPI code No. 1). PET containers, such as beverage bottles, dishwashing soap bottles, shampoo bottles and similar items.

HDPE Plastic Bottles (SPI code No. 2). Blow molded, closed mouth natural and colored HDPE containers generally consisting of plastic milk jugs, water bottles, detergent bottles and similar items. Paper labels are acceptable. Rinsed containers that may have held toxic or contaminated materials are acceptable.

Preparation: Residents shall be asked to rinse the items and remove organics, other contents, labels, lids and plastic caps, but there is no requirement for these to be removed from Recyclable Containers. Inclusion of organics, caps, lid, labels and other contents shall not be reason for rejection.

Recyclable Paper consists of the following materials;
All loose or paper bagged newsprint is acceptable and includes all paper that is distributed with or as part of general circulation newspapers.

All loose old corrugated containers that are flattened and either cut down or folded to size, no more than 4' x 4' flattened and 2' x 2' square. Staples and tape do not have to be removed.

Brown Paper Bags. All loose or bagged Kraft paper sacks used to hold newspaper. Telephone Books. Old

telephone directories.

Magazines. Old magazines including catalogs and similar printed material with glossy pages

Paperboard. Cereal boxes (without plastic liner), drink boxes, snack boxes, etc. Wax-coated paperboard is acceptable.

Mixed Residential Paper. Mixed paper, including shredded paper, may include all the following: junk mail, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper, loose leaf fillers, stationery, writing paper, and manila folders.

Items **NOT** Accepted for Single Stream Recycling:

- Plastic bags
- Plastic tubs (#8 or higher)
- Garbage
- Wire
- Garden Hoses
- Plastic Toys
- Plastic Yard Furniture or Toys

ORGANIZATIONAL INFORMATION

TYPE OF FIRM ( ) Corporation ( ) Partnership

( ) Individual ( ) Other – Describe _____

If a corporation, answer:

Date Incorporated _____

In what State? _____

Please list parent organizations and their address and ownership.

_____

_____

_____

How many years has your firm used its present name? _____

List firm's previous names: _____

Attach printout from corporate information of the Florida Department of State.

BIDDER'S QUESTIONNAIRE FORM

(If space is not sufficient, please attach information within this section)

1. How many years of experience has your firm had in the following types of work?

		As a Contractor
a.	Solid Waste Collection Operations	
b.	Recyclable Materials Collection	
c.	Recyclable Materials Processing and Marketing Operations	
d.	Yard Waste Collection Operations	
e.	Commercial Solid Waste Collections	
f.	Other Transfer Operations	
000	Public Service Related Contracts	

2. List the contracts in the last three (3) years which fall into the categories listed previously in Question Number Contract Work shall be within Florida and comparable to current service provided to City. List the contracts shown in categories a, b and c of Question Number 1 first. If space permits, list the remaining contracts chronologically.

Contract Owner, City, County, etc. (Contact Person Name and Telephone Number)	Name of Contract or Service Agreement	Contract Amount of Gross Annual Revenue	Enter Letter of #1

3. For each contract listed above, provide a brief description of the service provided and your Firm's responsibilities. (Use a separate sheet if required).

_____

_____

_____

4. Describe the organizational structure under which you will manage the services outlined in this RFP process. This should include, but not be limited to, the persons responsible for the following areas of performance: direct supervision, overall project management, personnel, equipment maintenance and acquisition, training, safety, risk management, financial management, customer service, and community relations. Describe the experience of, or include resumes for, persons in these positions.

This organizational structure should address all services associated with this Request for Proposal. It should also define the strategy by which the recyclable materials will be processed and marketed.

_____

_____

_____

5. List the major equipment to be used for these services. The information provided must demonstrate that the equipment will meet the requirements of the various alternatives listed in the RFP. The information shall include such information as the model, age, whether leased or owned, capacity (if loads are combined for long haul as well), quantity payloads (both in weight and length), and a general description of how the equipment will interface during operations. This information should include a detailed description of equipment to be used in the processing and marketing of the recyclable materials.

_____

_____

_____

5a. Describe the proposed equipment and operational plans that will be employed to minimize odor, noise, and air pollution and to enhance safety within the City of Belleair Beach.

_____

_____

_____

5b. Describe the schedule to be followed to maintain the equipment in a clean and sanitary condition and the schedule for cleaning vehicles.

_____

_____

_____

5c. Describe the procedure to be followed to address yard waste within the City of Belleair Beach. Specifically, what variations or allowances will be made for yard waste that does not meet the specifications of this contract? How will residents be notified of their non-compliance with the City specifications for yard waste?

_____

_____

_____

5d. Describe the procedure for scheduling garbage and recycling services for City Hall.

_____

_____

_____

5e. Describe the backup transport system that would be used if the primary system is incapacitated. What corporate resources could be drawn from to meet the terms of the contract?

_____

_____

_____

5f. Describe the staffing plan to be put into place to service the City of Belleair Beach with special attention to operational and customer service support.

_____

_____

_____

FEE PROPOSAL

Residential Solid Waste and Recyclable Material Collection Services

(Bid Tabulation Sheet)

Description of Bid Item – Please bid to current level of service

Residential Single-Family Service Collection Components

*Twice a week solid waste collection, transportation and disposal on
(weight limit per container /item is 60 Lbs.) (Service to be provided on Monday & Thursday)
*Once per week recycling on Wednesday
*White goods, furniture, misc. as a special charge pickup
*Bulk collection as a special charge pickup

Monthly Unit Cost

Collection	$_____	(Included yard waste)
Recyclable Collection	$_____	
*Total Monthly Cost per Residential Unit	$_____	
White goods/furniture, etc. per item	$_____	
Bulk yard trash collection per yard	$_____	

Residential Multi-Family Service Collection Components (Using Dumpsters)

- Minimum twice per week service for collection, transportation, and disposal (services to be provided on Tuesday and Friday, any additional collection days will be determined between customer & contractor)
- Recycling is voluntary, and will be determined between customer & contractor.

- White goods, furniture, misc. as a special charge p/item $_____

- Bulk collection as a special charge p/yard $_____

	Total Monthly Cost
One (1) - two-yard dumpster 1X per week	$_____
Twenty-two (22) – two-yard dumpsters 2X per week	$_____
Four (4) – two-yard dumpsters 3X per week	$_____
Two (2) – four-yard dumpsters 2X per week	$_____
Four (4) - six-yard dumpsters 2X per week	$_____
One (1) – eight-yard dumpster 4X per week	$_____

*Total Monthly Cost for All Dumpster Service $_____

*Total Monthly Cost per Residential Unit $_____x 784 Units $_____

Combined Total Monthly Cost of Residential Units & Dumpsters $_____

Combined Total Monthly Cost x 12 Months (Total Annual Cost) $_____

REFERENCE LISTING

List a minimum of 5 references in Florida of similar projects in size/nature and contracts, governmental, which you have serviced within the past 3 years. Prefer references close to the City of Belleair Beach, Florida location in the event a site visit is in order.

1 CUSTOMER NAME:_____
ADDRESS:_____
_____
TELEPHONE:(_____)_____FAX:(_____)_____
CONTACT NAME:_____
DATE OF TELEPHONE:(_____)_____FAX:(_____)_____
CONTACT NAME:_____
DATE OF COMPLETION OF PROJECT:_____
AMOUNT OF PROJECT: $_____

2 CUSTOMER NAME:_____
ADDRESS:_____
_____
TELEPHONE:(_____)_____FAX:(_____)_____
CONTACT NAME:_____
DATE OF COMPLETION OF PROJECT:_____
AMOUNT OF PROJECT: $_____

3 CUSTOMER NAME:_____
ADDRESS:_____
_____
TELEPHONE:(_____)_____FAX:(_____)_____
CONTACT NAME:_____
DATE OF COMPLETION OF PROJECT:_____
AMOUNT OF PROJECT: $_____

4 CUSTOMER NAME:_____
ADDRESS:_____
_____
TELEPHONE:(_____)_____FAX:(_____)_____
CONTACT NAME:_____
DATE OF COMPLETION OF PROJECT:_____
AMOUNT OF PROJECT: $_____

5 CUSTOMER NAME:_____
ADDRESS:_____
_____

TELEPHONE:(_____)_____FAX:( )_____

CONTACT NAME:_____

DATE OF COMPLETION OF PROJECT:_____

AMOUNT OF PROJECT: $_____

My company has been in this type of business for_____years.
State License Number:_____expires:_____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the bid response.

Addendum No._____ Date Issued:_____

Addendum No._____ Date Issued: _____

Addendum No._____ Date Issued:_____

Addendum No._____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(Print/type name as signed above): _____ DATE: _

_____

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF_____ COUNTY OF _____

_____, being duly sworn, deposes and says that:

(1) He/she is_____of _____Title
Firm/Company

The respondent that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
(3) Such solicitation is genuine and is not a collusive or sham solicitation.
(4) Neither the said respondent nor any of its officer, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Belleair Beach, Florida, or any person interested in the proposed Agreement.
(5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed)_____

_____
(Title)

STATE OF FLORIDA COUNTY OF
PINELLAS

The foregoing instrument was acknowledged before me this_____by
_____, who is personally known to me or who has produced
_____as identification and who did (did not) take an oath.
_____(Signature of Notary Public)
_____(Name of Notary Typed, Printed or Stamped)

any Professional Liability coverage. Professional Liability insurance is to be in the amount of $1,000,000.00. bid consideration will be given to the evidence of these insurance overages. All insurance is to be project specific to this contract, not general umbrella insurance.

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor, materials, equipment and supplies as required with this specification.

COMPANY NAME: _____

ADDRESS: _____

_____

_____

TELEPHONE: _____ FAX: _____

Authorized Signature: _____

Printed Name: _____

Email: _____

Date Signed: _____

DRUG FREE WORKPLACE FORM

The undersigned bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

_____

(Authorized signature) (Date) _____

_____

(Print/type name as signed above)

STATEMENT OF NO BID

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

We, the undersigned, have declined to bid on your Bid Number BID2017-09 Solid Waste, Yard Waste, Recycling, Commercial Collection, and Construction & Demolition Roll-Off Dumpster Services for the following reason(s):

_____We do not offer this service/product.
_____Our schedule would not permit us to perform.
_____Unable to meet specifications.
_____Other _____

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of City of Belleair Beach.

Company Name _____By_____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address _____

_____

Telephone Number _____

Toll Free Number _____

FAX Number _____

Email_____

Date _____

SUMMATION OF INSURANCE REQUIREMENTS: BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Belleair Beach, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Contractor. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Belleair Beach as additional insured. It is agreed that the Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Belleair Beach for liability arising out of the operations of this agreement."

Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Contractor's self-insured retentions shall be disclosed to the City and may be disapproved by the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Belleair Beach, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Contractor's employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, and to be inclusive of property damage resulting from explosion, collapse or underground exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Contractor under the article entitled **INDEMNIFICATION**.

The liability limits shall not be less than:

Bodily Injury and	$1,000,000
Property Damage	Single limit each occurrence

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired equipment.

The liability limits shall not be less than:

Bodily Injury and	$300,000
Property Damage	Single limit each occurrence

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of $100,000 each accident, $500,000 disease policy limits, $100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Contractor and the additional insured against all claims more than the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: $1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance. The City shall be notified at least 30 days in advance of cancellation, nonrenewal or any other adverse change in coverage by the insurance carrier and/or the Contractor.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance forms and endorsements, or mutually agree to a place, time, and location where the City can review the policies if needed.

For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage. Except that said indication of the amounts of claims payments provided to the City shall not include the actual settlement agreements or identify the parties thereto to protect the confidentiality of settlement agreements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

PERFORMANCE BOND
BOND NO 30045334

KNOW ALL MEN BY THESE PRESENTS, that we, WASTE MANAGEMENT INC. OF FLORIDA (hereinafter called the "Principal"), as Principal, and the WESTERN SURETY COMPANY, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto CITY OF BELLEAIR BEACH, (hereinafter called the "Obligee"), in the full and just sum of Ten Thousand and 00/100 ($ 10,000.00), for the payment of which sum well and truly to be made, we the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a (written) agreement (hereinafter called the "Agreement") with the Obligee for Solid Waste Collection and Disposal for Residential and Commercial Solid Waste which Agreement is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly keep all the terms and conditions as outlined in said Agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety and accepted by the Obligee subject to the following conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by thirty (30) days advance written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the Agreement on the part of the Principal, a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.
4. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be brought or instituted within sixty (60) days after the termination of release of this bond.
5. Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
6. This bond shall be effective from October 1, 2018 to September 30, 2023.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be executed and their seals affixed this 15th day of November, 2018.

WASTE MANAGEMENT INC. OF FLORIDA
(Principal)

By: Deena Bridges
Deena Bridges, Attorney-in-Fact

WESTERN SURETY COMPANY
(Surety)

By: Vanessa Dominguez
Vanessa Dominguez, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Michael J Herrod, Donna L Williams, Melissa L Fortier, Vanessa Dominguez, Misty Wright, Deena Bridges, Amanda George, Naomi Harris-Thompson, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2018.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 23rd day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR NOTARY PUBLIC SOUTH DAKOTA SEAL

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of November, 2018.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Deena Bridges, KD Conrad, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Patricia A. Rambo, Lupe Tyler, Susan A. Welsh, Donna Williams, and Misty Wright of Aon Risk Services, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of November 15, 2018.

Witness:

Diana Sing

On behalf of Waste Management, Inc. and each of the other WM Entities

David J. Reed

David Reed
Vice President and Treasurer

Belleair Beach

Pinellas County Disposal Change- Calculations

	New Rate Per Ton	Current Rate Per Ton	Increase Per Ton
Pinellas County Disposal	$ 39.75	$ 37.50	$ 2.25

Disposal Change Stats:

	Average Lbs/Yard	Increase Per Ton	Increase Per Yard
Dumpster Service	72.7	$ 2.25	$ 0.08

	Average Tons Per Home Per Year	Increase Per Ton	Increase Per Home Per Month
Residential Service	1.26	$ 2.25	$ 0.24

Pinellas County Disposal Change Impact for Belleair Beach:

Rates as of 10/01/2018:

Total Monthly Cost All Dumpster Service Cost	(Dumpster Rate $6.57/yard)		$	5,979.57
Total Monthly Cost per Residential Unit	$ 22.52	784	$	17,655.68
Combined Total Cost of Residential Units and Dumpsters			$	23,635.25
Combined Total Cost x 12 Months (Total Annual Cost)			**$**	**283,623.00**

Rates as of 10/01/2019:

Total Monthly Cost All Dumpster Service Cost	(Dumpster Rate $6.65/yard)		$	6,051.56
Total Monthly Cost per Residential Unit	$ 22.76	784	$	17,843.84
Combined Total Cost of Residential Units and Dumpsters			$	23,895.40
Combined Total Cost x 12 Months (Total Annual Cost)			**$**	**286,744.80**