Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Meeting Agenda

Town Commission

Tuesday, May 2, 2017 | **6:00 PM** | **Town Hall**

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.

PLEDGE OF ALLEGIANCE

COMMISSIONER ROLL CALL

SCHEDULED PUBLIC HEARINGS

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they 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 to be based.

1. 17-0092 Second Reading of Ordinance 513-Floodplain Management

Attachments: 513-Floodplain Management -FINAL
Planner report

2. 17-0038 First consideration of Development Agreement - Pelican Golf, LLC

Attachments: Development Agreement.docx
AGREEMENT FOR FUTURE GRANT OF EASEMENT.DOCX

3. 17-0094 First Reading of Ordinance 514 - Purchase Sale Agreement 1501 Indian Rocks Rd.

Attachments: Ordinance 514 re_ sale of town owned real property
Purchase Sale Agmt w-Exhibits 2-18'16-Optimized
Purchase and Sale_3rd Addendum
Belleair-Pelican - Deed in Escrow Agreement.DOCX
Belleair-Pelican Perpetual Conservation Easement
Belleair Reclaimed Water Agreement 2017

CITIZENS COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

CONSENT AGENDA

1. 17-0097 2017 Budget Calendar

Attachments: 2017 Budget CALENDAR

GENERAL AGENDA

1. 17-0044 Discussion of Budget Priorities

Attachments: Plan 2 (1) (1)
Mailer Signed by Mayor.pdf
Logo Options for Commisson

2. 17-0081 Discussion of Advisory Boards

Attachments: 2017 Board Appointments & Nominations
Sec. 2.10 - Commission Appointments - Boards
Res. 95-13 - All Boards- Establishing Rules &Regulations
Ord 196-BB of A&A (See Article IV)
Sec. 5.05 - Board of Adjustment
Res. 95-15 - Finance Board Duties and Responsibilities
Ord 336-HPB Renaming & Duties
Res. 2010-55 - Infrastructure Board Duties & Responsibilities
Res. 95-16- Park & Tree Board Re-establishment & Responsibilities
Sec. 5.04 - P&Z Appointment by Res
Res. 95-18- Rec Board Duties

3. 17-0060 Drinking Water Week Proclamation 2017

Attachments: Drinking Water Week 2017

4. 17-0102 Proclaiming May 7-13 as Municipal Clerk's Week

Attachments: clerksweek

5. 17-0101 Confirmation of Director of Support Services (Finance) Department

Attachments: finance director - sm - resume
finance director - sm - cover letter

6. 17-0076 Resolution 2017-08 Designating the List of Authorized Signers

Attachments: 2017-08 Designation of Signers

TOWN MANAGER'S REPORT

Employee of the Month

1. **17-0103** Generator Grant

Project Updates

TOWN ATTORNEY'S REPORT

MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS

OTHER BUSINESS

ADJOURNMENT

ANY PERSON WITH A DISABILITY REQUIRING REASONABLE ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING, SHOULD CALL (727) 588-3769 OR FAX A WRITTEN REQUEST TO (727) 588-3767.

Town of Belleair

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Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0092	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	4/17/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	Second Reading of Ordinance 513-Floodplain Management				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	513-Floodplain Management -FINAL Planner report				

Date	Ver.	Action By	Action	Result

Summary

To: Mayor and Commissioners
From: Christine Torok
Date: 4/19/2017

Subject:
Second Reading of Ordinance 513-Floodplain Management

Summary:
See planner report.
Previous Commission Action: Approved on first reading at 4/18/2017 meeting.

Background/Problem Discussion: N/A

Expenditure Challenges N/A

Financial Implications: N/A

Recommendation: Staff recommends approval.

Proposed Motion Move approval of Ordinance 513 on second and final reading.

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ORDINANCE NO. 513

AN ORDINANCE BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR AMENDING THE TOWN OF BELLEAIR CODE OF ORDINANCES TO REPEAL DIVISION 5 FLOODPLAINS, ARTICLE VI, CHAPTER 74; TO AMEND SECTION 66-10; TO ADOPT A NEW CHAPTER 75; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the Town of Belleair and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the Town of Belleair was accepted for participation in the National Flood Insurance Program on May 14, 1971 and the Town Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the Town Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*; and

WHEREAS, the Town Commission adopted a requirement to increase the minimum elevation requirement and to require accumulation of costs of improvements and repairs of buildings based on issued building permits over a five-year period for buildings and structures in flood hazard areas prior to July 1, 2010 and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*.

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Belleair that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. AMENDMENT TO SECTION 66-10 OF THE LAND DEVELOPMENT CODE. The Town Commission hereby amends certain definitions of Section 66-10 of the Land Development Code as follows:

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Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

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Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

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~~*Area of special flood hazard.* The area of special flood hazard shall include:~~

~~(1) All areas designated on a flood hazard boundary map as zone A or on a flood insurance rate map as zone A, AO, AH, A1-30, AE, A99, VO, V1-30, VE or V. The relevant flood hazard boundary map and flood insurance rate maps, and any revisions thereto, are adopted by reference and declared to be a part of this land development code.~~

~~(2) Other areas of the community designated on a map by the town manager as having a one percent or greater chance of flooding in any given year. This may include isolated topographic depressions with a history of flooding or a high potential for flooding.~~

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ASCE 24 means a standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

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~~*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year.~~

~~*Base flood elevation (BFE)* means any base flood elevation of any flood zone classification determined by Federal Emergency Management Agency (FEMA) and established by the most current Federal Insurance Rate Map (FIRM). This measurement will be calculated from the grade of the site before any development has occurred.~~

~~*Basement* means that portion of a building having its floor below ground level on all sides.~~

Base flood means a flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation (BFE) means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

Basement means the portion of a building having its floor subgrade (below ground level) on all sides.

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~~*Breakaway wall* means a wall that is designed and constructed to collapse under specified lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.~~

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Coastal construction control line means the line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

~~*Coastal high-hazard zone* means all areas designated on a flood insurance rate map as V1-30, VE or V.~~

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Design flood means the flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

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Development and development activity mean any of the following activities:

(1) Construction, clearing, filling, excavating, grading, paving, demolition, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.

(2) Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface or water management system, including the long-term storage of materials.

(3) Subdividing land into two or more parcels.

(4) A tree removal for which authorization is required under this Code.

(5) Erection of a sign, unless expressly exempted by chapter 74, article IX.

(6) Alteration of a historic property for which authorization is required under this Code.

(7) Changing the use of a site so that the need for parking is increased.

(8) Construction, elimination or alteration of a driveway onto a public street.

(9) For floodplain management purposes, development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

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Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

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Existing building and *existing structure* means any buildings and structures for which the "start of construction" commenced before May 14, 1971.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 14, 1971.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

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Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

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~~*Flood and flooding* mean a temporary partial or complete inundation of normally dry land from the overflow of inland or tidal waters, or from the unusual and rapid accumulation of runoff or surface waters from any source.~~

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area means the greater of the following two areas:

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

~~*Flood insurance rate map (FIRM)* means the official map issued by the Federal Emergency Management Agency showing both the area of special flood hazard and the risk premium zones within the town.~~

Flood Insurance Rate Map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

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~~*Floodplain* means land which will be inundated by floods known to have occurred or reasonably characteristic of what can be expected to occur from the overflow of inland or tidal waters and the accumulation of runoff of surface waters from rainfall.~~

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Floodplain Administrator means the office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes

performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

~~*Floodway* means the channel of a natural stream or river and portions of the floodplain adjoining the channel which are reasonably required to carry and discharge the floodwater or flood flow of any natural stream or river.~~

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

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Florida Building Code means the family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas*.

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~~*Functionally dependent* use means a use which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as docking, loading and unloading of cargo or passengers, shipbuilding and ship repair, or processing seafood. The term does not include long-term storage or related manufacturing uses.~~

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

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~~*Highest adjacent grade* means the highest natural elevation of the ground surface adjacent to the proposed walls of a structure.~~

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

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Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

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Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
(3) Available with special features enabling off-street or off-highway operation and use.

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~~*Lowest floor* means the lowest enclosed floor of a structure, including a basement, but not including the floor of an area enclosed only with insect screening or wood lattice as permitted by the flood damage prevention regulations in this Code.~~

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24.

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~~*Manufactured home/manufactured housing* means a structure, transportable in one or more sections, which in the traveling mode is eight body feet or more in width or panels, and is built on a frame and designed to be used as a dwelling with a permanent foundation and connected to all required utilities, and shall include plumbing, heating, air conditioning and electrical systems contained therein. If fabricated after June 15, 1976, each section shall bear a U.S. Department of Housing and Urban Development label certifying that it is built in compliance with federal manufactured home construction and safety standards. It shall comply with all town building codes and hurricane wind velocity requirements with design and use of material consistent with design and material commonly used for site-built residential construction in the town.~~

Manufactured home means a structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be established tax assessment value adjusted to approximate market value by a factor provided by the Pinellas County Property Appraiser.

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~~*Mean sea level* means the average height of the sea for all stages of the tide. For purposes of this Code, the term is synonymous with National Geodetic Vertical Datum (NGVD).~~

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New construction means structures or substantial improvements for which the start of construction occurred on or after the effective date of this land development code. ~~The term also includes any alteration, repair, reconstruction or improvement to a structure which is in compliance with the flood damage prevention regulations of this Code.~~ For the purposes of administration of the floodplain management ordinance and the flood resistant construction requirements of the *Florida Building Code*, new construction includes structures for which the "start of construction" commenced on or after May 14, 1971 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 14, 1971.

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Park trailer means a transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

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Recreational vehicle means a vehicle, including a park trailer, which is: [See section 320.01, F.S.)

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

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~~*Regulatory floodway* means the channel of a river or other watercourse and the adjacent land areas that must be unobstructed in order to discharge the base flood without increasing the water surface elevation of that flood more than one foot at any point.~~

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Sand dunes mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

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Special flood hazard area means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

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~~*Start of construction* means the date the construction permit was issued, provided the actual start of construction was within 180 days of the permit date. The actual start of construction means the first placement of permanent elements of a structure on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or work beyond the stage of excavation or of the placement of a manufactured home on a foundation. Permanent construction does not include land preparation such as clearing, grading and filling; installation of streets or walkways; excavation for a basement, footings, piers or foundations; erection of temporary forms; or the installation of appurtenant structures. This definition does not apply to new construction or substantial improvements under the Coastal Barrier Resources Act (PL 97-348).~~

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor

or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

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~~*Structure* means anything constructed, built or erected which is composed of parts jointed together in some definite manner, the use of which requires having an ascertainable location on or in land or water, whether or not affixed to the land. It includes a moveable structure while it is located on land which can be used for housing, business, commercial, agriculture, storage, personal, or office purposes either temporary or permanent. The term "structure" also includes, but is not limited to, fences, fence walls, seawalls, billboards, swimming pools, pool enclosures, poles, pipelines, transmission lines, tracks and any construction used or designed to support a sign or lighting. Additionally, the term "structure" shall have such meaning and definition as set forth in the flood plain management regulations as presently written and as amended from time to time. Sidewalks, patios (provided they are not higher than the finished first-floor elevation or more than 12 inches above the ground surface measured at the edge of the sidewalk or patio and are not within a distance of 7.5 feet of the property line), designated off-street parking areas and driveways shall not be considered to be structures.~~

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Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

~~*Substantial improvement* means any combination of repairs, reconstruction, alteration or improvements to a structure taking place during any five-year period in which the cumulative cost equals or exceeds 50 percent of the appraised or assessed value of the structure prior to the start of the initial repair or improvement, or, in the case of damage, the value of the structure prior to the occurrence of the damage. For the purpose of this definition, substantial improvement occurs when the first alteration of any wall, ceiling, floor or other structural part of the structure commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any improvement of a structure to comply with existing health, sanitary or safety codes, or any alteration of a structure listed on the National Register of Historic Places, the local register of historic places or a state inventory of historic places, unless that alteration will cause the structure to lose its historical designation.~~

Substantial improvement means any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a five year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the five year period begins on the date of the first improvement or repair of that building or structure subsequent to July 18, 2006. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's

continued designation as a historic structure.

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Variance means the relief ~~sought or granted~~ from the ~~literal enforcement~~ requirements of this land development code, or the flood resistant construction requirements of the *Florida Building Code*~~, by the town commission~~. Such relief would permit the development of property in a manner otherwise forbidden by this Code or the *Florida Building Code* upon a finding that strict enforcement of ~~this Code~~ these Codes would cause unnecessary hardship or practical difficulties for the applicant as set forth in ~~this Code~~ these Codes.

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~~*Watercourse* means any natural or artificial channel, ditch, canal, stream, river, creek, waterway or wetland through which water flows in a definite direction, either continuously or intermittently, and which has a definite channel, bed, banks or other discernible boundary.~~

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

SECTION 3. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): Division 5 Floodplains, Article VI, Chapter 74; and Section 66-253(c) Variances to Requirements of Flood Damage Prevention Regulations.

CHAPTER 75 – FLOODPLAIN MANAGEMENT

ARTICLE I ADMINISTRATION

DIVISION 1 GENERAL

Sec. 75-1. - Title. These regulations shall be known as the *Floodplain Management Ordinance* of the Town of Belleair, hereinafter referred to as "this ordinance."

Sec. 75-2. - Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

Sec. 75-3. - Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future

flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

Sec. 75-4. - Coordination with the *Florida Building Code*. This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code.*

Sec. 75-5. - Warning. The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

Sec. 75-6. - Disclaimer of Liability. This ordinance shall not create liability on the part of the Town Commission of the Town of Belleair or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

DIVISION 2 APPLICABILITY

Sec. 75-7. - General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Sec. 75-8. - Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within the Town of Belleair, as established in Section 75-9 of this ordinance.

Sec. 75-9. - Basis for establishing flood hazard areas. The Flood Insurance Study for Pinellas County, Florida and Incorporated Areas dated August 18, 2009**,** and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and

shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Town of Belleair Town Hall.

Sec. 75-10. - Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Article I, Division 5 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(a) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
(b) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

Sec. 75-11. - Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

Sec. 75-12. - Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

Sec. 75-13. - Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

(a) Considered as minimum requirements;

(b) Liberally construed in favor of the governing body; and

(c) Deemed neither to limit nor repeal any other powers granted under state statutes.

DIVISION 3 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 75-14. - Designation. The Town Manager is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

Sec. 75-15. - General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Article I, Division 7 of this ordinance.

Sec. 75-16. - Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

(a) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(b) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;

(c) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(d) Provide available flood elevation and flood hazard information;

(e) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(f) Review applications to determine whether proposed development will be reasonably safe from flooding;

(g) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and

(h) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

Sec. 75-17. - Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) <u>Determine</u> the market value <u>based on the tax assessment value, adjusted to approximate market value by a factor provided by the Pinellas County Property Appraiser</u>; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and

(d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

Sec. 75-18. - Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Article I, Division 7 of this ordinance.

Sec. 75-19. - Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

Sec. 75-20. - Inspections. The Floodplain Administrator shall make the required inspections as specified in Article I, Division 6 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

Sec. 75-21. - Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

(a) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 75-17 of this ordinance;

(b) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(c) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

(d) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete;

(e) Notify the Federal Emergency Management Agency when the corporate boundaries of the Town of Belleair are modified; and

(f) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

Sec. 75-22. - Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken

pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the Town of Belleair Town Hall**.**

DIVISION 4 PERMITS

Sec. 75-23. - Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

Sec. 75-24. - Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

Sec. 75-25. - Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

(a) Railroads and ancillary facilities associated with the railroad.

(b) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.

(c) Temporary buildings or sheds used exclusively for construction purposes.

(d) Mobile or modular structures used as temporary offices.

(e) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

(f) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(g) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(h) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(i) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

Sec. 75-26. - Application for a permit or approval. To obtain a floodplain development permit

or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(a) Identify and describe the development to be covered by the permit or approval.

(b) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(c) Indicate the use and occupancy for which the proposed development is intended.

(d) Be accompanied by a site plan or construction documents as specified in Article I, Division 5 of this ordinance.

(e) State the valuation of the proposed work.

(f) Be signed by the applicant or the applicant's authorized agent.

(g) Give such other data and information as required by the Floodplain Administrator.

Sec. 75-27. - Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

Sec. 75-28. - Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

Sec. 75-29. -Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

Sec. 75-30. - Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(a) The Southwest Florida Water Management District; section 373.036, F.S.

(b) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

(c) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.

(d) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

(e) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(f) Federal permits and approvals.

DIVISION 5 SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 75-31. -Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

(a) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(b) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 75-32(b) or (c) of this ordinance.

(c) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 75-32(a) of this ordinance.

(d) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

(e) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(f) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(g) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.

(h) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

(i) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

Sec. 75-32. - Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

(a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(b) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(c) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

(2) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

(d) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

Sec. 75-33. - Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(a). For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 75-34 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

(b). For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(c). For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 75-34 of this ordinance.

(d). For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

Sec. 75-34. - Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on

FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

DIVISION 6 INSPECTIONS

Sec. 75-35. - General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

Sec. 75-36. - Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

Sec. 75-37. - Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

Sec. 75-38. - Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code,* or the owner's authorized agent, shall submit to the Floodplain Administrator**:**

(a) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(b) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 75-32(c)(2) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

Sec. 75-39. - Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 75-38 of this ordinance.

Sec. 75-40. - Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

DIVISION 7 VARIANCES AND APPEALS

Sec. 75-41. - General. The Town Commission shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Town Commission shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code*,

Building.

Sec. 75-42. - Appeals. The Town Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

Sec. 75-43. - Limitations on authority to grant variances. The Town Commission shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 75-47 of this ordinance, the conditions of issuance set forth in Section 75-48 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Town Commission has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

Sec. 75-44. - Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 75-33 of this ordinance.

Sec. 75-45. - Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

Sec. 75-46. - Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 75-44, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

Sec. 75-47. - Considerations for issuance of variances. In reviewing requests for variances, the **Town Commission** shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

(a) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(b) The danger to life and property due to flooding or erosion damage;

(c) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(d) The importance of the services provided by the proposed development to the community;

(e) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(f) The compatibility of the proposed development with existing and anticipated development;

(g) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(h) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(i) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 75-48. - Conditions for issuance of variances. Variances shall be issued only upon:

(a) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;

(b) Determination by the Town Commission that:

(1) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

(2) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

(3) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(c) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(d) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

DIVISION 8 VIOLATIONS

Sec. 75-49. - Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

Sec. 75-50. - Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

Sec. 75-51. - Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law**.**

ARTICLE II DEFINITIONS

Sec. 75-52. - Scope. Unless otherwise expressly stated, the words and terms provided in Section 66-10 shall, for the purposes of this ordinance, have the meanings shown in that section.

Sec. 75-53. - Terms defined in the *Florida Building Code*. Where terms are not defined in the Land Development Code and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in *the Florida Building Code*.

Sec. 75-54. - Terms not defined. Where terms are not defined in the Land Development Code or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

ARTICLE III FLOOD RESISTANT DEVELOPMENT

DIVISION 1 BUILDINGS AND STRUCTURES

Sec. 75-55. - Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 75-25 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Article III, Division 7 of this ordinance.

Sec. 75-56. - Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

(a) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322.

(b) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

DIVISION 2 SUBDIVISIONS

Sec. 75-57. - Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(a) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(b) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(c) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 75-58. - Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(a) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(b) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 75-32(a) of this ordinance; and

(c) Compliance with the site improvement and utilities requirements of Article III, Division 3 of this ordinance.

DIVISION 3 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

Sec. 75-59. - Minimum requirements. All proposed new development shall be reviewed to determine that:

(a) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(b) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(c) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 75-60. - Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

Sec. 75-61. - Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

Sec. 75-62. - Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 75-33(a) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

Sec. 75-63. - Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

Sec. 75-64. - Limitations on sites in coastal high hazard areas (Zone V). In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 75-33(d) of this ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 75-86(c) of this ordinance.

DIVISION 4 MANUFACTURED HOMES

Sec. 75-65. - General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

Sec. 75-66. - Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(a) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance. Foundations for manufactured homes subject to Section 75-70 of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

(b) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.

Sec. 75-67. - Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

Sec. 75-68. - Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 75-69 or 75-70 of this ordinance, as applicable.

Sec. 75-69. - General elevation requirement. Unless subject to the requirements of Section 75-70 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured

home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

Sec. 75-70. - Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 75-69 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(a) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or

(b) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.

Sec. 75-71. - Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

Sec. 75-72. - Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

DIVISION 5 RECREATIONAL VEHICLES AND PARK TRAILERS

Sec. 75-73. - Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(a) Be on the site for fewer than 180 consecutive days; or

(b) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

Sec. 75-74. - Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 75-73 of this ordinance for temporary placement shall meet the requirements of Article III, Division 4 of this ordinance for manufactured homes.

DIVISION 6 TANKS

Sec. 75-75. - Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

Sec. 75-76. - Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 75-77 of this ordinance shall:

(a) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(b) Not be permitted in coastal high hazard areas (Zone V).

Sec. 75-77. - Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

Sec. 75-78. - Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(a) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(b) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

DIVISION 7 OTHER DEVELOPMENT

Sec. 75-79. - General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

(a) Be located and constructed to minimize flood damage;

(b) Meet the limitations of Section 75-62 of this ordinance if located in a regulated floodway;

(c) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(d) Be constructed of flood damage-resistant materials; and

(e) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

Sec. 75-80. - Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 75-62 of this ordinance.

Sec. 75-81. - Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 75-62 of this ordinance.

Sec. 75-82. - Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 75-62 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 75-33(c) of this ordinance.

Sec. 75-83. - Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(a) Structurally independent of the foundation system of the building or structure;

(b) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

(c) Have a maximum slab thickness of not more than four (4) inches.

Sec. 75-84. - Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

(a) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(b) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(c) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(d) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

Sec. 75-85. - Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup

and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(a) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(b) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(c) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

Sec. 75-86. - Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:

(a) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(b) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(c) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 4. Section 66-8(a) of the Land Development Code is hereby amended to include the following technical amendments to the *Florida Building Code*.

***Residential* is hereby amended as follows:**

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet, ~~2 feet (610 mm)~~ if a depth number is not specified.
4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

***Building* is hereby amended as follows:**

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five year period begins on the date of the first improvement or repair of that building or structure subsequent to July 18, 2006. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Existing Building **is hereby amended as follows:**

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five year period begins on the date of the first improvement or repair of that building or structure subsequent to July 18, 2006. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

SECTION 5. FISCAL IMPACT STATEMENT.
In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits for consumers.

SECTION 6. APPLICABILITY.
For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Belleair. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 7. INCLUSION INTO THE CODE OF ORDINANCES.
It is the intent of the Town Commission that the provisions of this ordinance shall become and be made a part of the Town of Belleair's Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. SEVERABILITY.
If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

PASSED ON FIRST READING: April 18, 2017

PASSED ON SECOND READING:

_____
Mayor

ATTEST:

_____
Town Clerk

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

MEMORANDUM

TO:	Town of Belleair Local Planning Agency/Planning & Zoning Board
FROM:	Calvin Giordano & Associates, Inc. Luis N. Serna, AICP. Planning Director, Tampa Bay
SUBJECT:	Updates to the Town of Belleair Comprehensive Plan and Land Development Regulations
DATE:	Local Planning Agency/Planning & Zoning Board Review **April 10, 2017**

In response to recent changes in regulations at the State and regional levels, we have prepared draft updates to the Town of Belleair Comprehensive Plan and Land Development Regulations to address consistency with these new regulations. The proposed revisions specifically address adoption by Pinellas County of a Mobility Plan and corresponding Mobility Management System, enactment of a requirement by the State of Florida that local governments address potential impacts of sea level rise, and the approval by FEMA of a model floodplain management ordinance intended to work in coordination with the Florida Building Code. These updates are contained in four draft ordinances which are summarized as follows:

1. An ordinance amending the Future Land Use, Transportation, and Capital Improvements elements of the Comprehensive Plan to address updates to for consistency with the updated Countywide Plan and Rules, and for consistency with the recently adopted Pinellas County Mobility Management System.
2. An ordinance amending Section 66-10 (Definitions) and Chapter 70 (Consistency and Concurrency Management) of the Land Development Code required to implement the proposed Mobility Management System.
3. An ordinance amending the Conservation and Coastal Management Element of the Comprehensive Plan to address State mandated requirements regarding planning for sea level rise.
4. An ordinance amending Section 66-10 (Definitions); Division 5 (Floodplains) of Article VI, Chapter 74; and Section 66-253 (Variances) of the Land Development Code to update the Town's Floodplain Management Regulations consistent with FEMA's model code.

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Code Enforcement
Construction Engineering and Inspection
Construction Services
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Emergency Management Services
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We have provided below a summary of the topics addressed in these ordinances.

Mobility Management

In 2011, the State of Florida enacted the Community Planning Act which among other changes, rescinded the requirement for communities to enforce transportation concurrency and its associated level of service standards for public roadways. In response, Forward Pinellas (Formerly the Metropolitan Planning Organization and the Pinellas Planning Council) developed a mobility management system as an alternative approach to addressing the impacts of development on public roadways. Forward Pinellas encouraged all communities within its boundaries to by 2016 replace their transportation concurrency management regulations with rules that are consistent with the region's mobility management system.

The primary advantage of the proposed mobility management approach over the existing transportation concurrency system is that the mobility management approach offers a more flexible, practical, and efficient alternative that will facilitate multimodal transportation solutions. Under the current system, when a roadway is operating at capacity, the only available alternatives for development or redevelopment that would result in additional traffic on the roadway system are for developers to add capacity by paying for road widening (adding lanes), or by adjusting traffic signal timing. Often, such options are not feasible due to the physical site constraints on the roadway system in urban areas. The transportation concurrency approach often encourages urban sprawl by directing development and traffic away from urban areas to less developed areas.

By contrast, the proposed mobility management approach encouraged by Forward Pinellas allows for a coordinated, regional, and multi-modal approach to transportation impacts that is better suited to more urban communities. Rather than focusing solely on vehicular traffic, the mobility management approach allows for the consideration of other transportation options such as sidewalks, bicycle facilities, and transit in order to address transportation capacity. The proposed system replaces the current system of collection of roadway impact fees with the collection of mobility fees. Such fees are directed toward improvements to all types of transportation facilities based on the Forward Pinellas Mobility Management Plan.

Sea Level Rise

In 2015, the State of Florida enacted a law that requires the Coastal Management Elements of each local government's comprehensive plan to address the impacts of sea level rise. The law, as specified in Section 163.3178(2)(f), Florida Statutes, requires that each local government's Coastal Management Element include a redevelopment component that outlines the principles that must be used to

eliminate inappropriate and unsafe development in coastal areas when opportunities arise. According to the law, the component must:

1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.
2. 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.
3. 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.
4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.
5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.
6. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

The Town's existing Conservation and Coastal Management Element includes some existing objectives and policies that comply with the 2015 law. However, in order to be fully compliant with the requirements of Section 163.3178 of Florida Statutes, we are recommending adoption of the proposed modifications to the Town's Conservation and Coastal Management Element.

Floodplain Management

The Town of Belleair participates in the National Flood Insurance Program Community Rating System (CRS) which conveys benefits to property owners who purchase flood insurance for the Town's compliance with FEMA standards. FEMA has approved a model floodplain management ordinance intended to work in coordination with the Florida Building Code. The Florida Division of Emergency Management, which provides coordination and technical support in the enforcement of floodplain standards, has requested that all communities that participate in the Community Rating System update their floodplain regulations to be consistent with FEMA's model ordinance. This ordinance has been drafted for consistency with the model ordinance, but has been modified to reflect the format of the Town's current Land Development Regulations as well the Town's existing higher standard for minimum finished floor elevations in flood hazard

areas (commonly known as the freeboard requirement) and time restriction on improvements that qualify as substantial improvements. These higher standards contribute toward improving the Town's CRS score which in turn contributes to a reduction in flood insurance rates.

Recommendation

We recommend adoption of these proposed amendments to the Land Development Code and Comprehensive Plan. The proposed amendments allow for continued coordination with regional and state Comprehensive Plan and Land Development Code requirements. The amendments are consistent with and do not impact existing or proposed land uses in an adverse manner and will not adversely affect the natural environment, the demand on public facilities, or property values. The proposed amendments will encourage the continued orderly and logical development pattern now provided for under the Comprehensive Plan and are consistent with the public interest.

Please feel free to contact us if you have any questions regarding these amendments.

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0038	**Version:**	1	**Name:**	
Type:	Discussion Items			**Status:**	Public Hearing
File created:	3/13/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	First consideration of Development Agreement - Pelican Golf, LLC				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Development Agreement.pdf AGREEMENT FOR FUTURE GRANT OF EASEMENT.pdf				

Date	Ver.	Action By	Action	Result

Summary

To: Mayor &Commissioners
From: JP Murphy
Date: 4/28/2017
Subject:
First consideration of Development Agreement - Pelican Golf, LLC

Summary:
Attached you will find a draft of the Development Agreement between the town and Pelican Golf. LLC. Final versions will be distributed as soon as they are received and staff will amend the agenda packets as necessary. The Town Attorney will provide any updates and additional commentary as necessary.

Previous Commission Action: The Commission previously approved the preliminary development plan and related variances at the April 4, 2017 meeting.

Background/Problem Discussion: Key terms of the agreement include;

- Phasing of the project into two phases, Phase 1 (Golf Course)- March 2018; (Grill & Golf Shop) - August 2018; Phase 2 (Clubhouse) C/O March 1st, 2019.
- Pelican Golf LLC. will apply for final site plan approval within 6 months of the approval of the development agreement.
- Inclusion of overflow parking covenants as approved at April 4, 2017 (Exhibit D)
- Inclusion of the preliminary development plan as approved at April 4, 2017
- Inclusion of variances as approved at April 4, 2017 meeting.

Expenditure Challenges N/A

Financial Implications: N/A

Recommendation: N/A

Proposed Motion I move to approve/deny the Development Agreement with Pelican Golf, LLC on first reading (as stated/as amended).

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated the _____ day of May, 2017, and entered into between **PELICAN GOLF LLC, a Florida limited liability company** ("Developer"), its successors and assigns, and the **TOWN OF BELLEAIR, FLORIDA, a municipal corporation of the State of Florida** ("Town").

RECITALS:

WHEREAS, Florida Statutes Sections 163.3220 - 163.3243, the Florida Local Government Development Agreement Act ("Act"), authorizes the Town to enter into binding development agreements with persons having a legal or equitable interest in real property located within the corporate limits of the Town; and

WHEREAS, Section 74-86 of the Town's Land Development Code ("Code") provides for the Town to enter into development agreements in connection with projects in a Planned Mixed Use (PMU) zoning district; and

WHEREAS, the Developer has contracted to acquire 135 acres of real property located at 1501 Indian Rocks Road (the "Property") in the corporate limits of the Town, more particularly described on the attached Exhibit "A", which Property is currently owned by the Town; and

WHEREAS, the Property currently consists of an operating golf course (the "Golf Course Parcel") and a clubhouse (the "Clubhouse Parcel"); and

WHEREAS, the Developer desires to renovate the existing Golf Course Parcel for continued use as a golf course and to raze the existing clubhouse and build a new clubhouse on the Clubhouse Parcel. The Clubhouse Parcel and the Golf Course Parcel are collectively referred to as the "Property"; and

WHEREAS, the Developer has applied for approval of a preliminary development plan and a development agreement; and

WHEREAS, the architectural elevations of the clubhouse to be located on the Clubhouse Parcel are attached hereto as Exhibit "B-1" and the plans for the renovation of the Golf Course Parcel are attached hereto as Exhibit "B-2"; and

WHEREAS, the Town has published and mailed notice of intent to consider this Agreement and has conducted such public hearings as are required by and in accordance with Florida Statutes Section 163.3225, Section 74-86 of the Code and any other applicable law; and

WHEREAS, the Town has determined that, as of the date of this Agreement, the proposed Project is consistent with the Town's Comprehensive Plan and the Town's Land Development Code; and

WHEREAS, approval of this Agreement is in the interests of the Town and in furtherance of the Town's goals; and

WHEREAS, at a duly noticed and convened public meetings on May 2, 2017, and May 16, 2017the Town Commission approved this Agreement and authorized and directed its execution by the appropriate officials of the Town; and

WHEREAS, Developer has approved this Agreement and has duly authorized the undersigned to execute this Agreement on Developer's behalf.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act and Code, agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

SECTION 2. Incorporation of the Act. This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part of this Agreement. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act.

SECTION 3. Property Subject to this Agreement.

3.1 The Property described on the attached Exhibit "A" is subject to this Agreement.

3.2 The Property currently has a land use designation of Recreation/Open Space and is zoned CG, Golf Course District by the Town.

3.3 The Property is owned in fee simple by the Town and by virtue of a purchase agreement the equitable owner is Developer.

SECTION 4. Scope of Project.

4.1 The development uses permitted on the Property, include General Commercial on the Clubhouse Parcel and Golf Course on the Golf Course Parcel, pursuant to the provisions of Chapter 74, Land Use regulations of the Town of Belleair.

4.2 Descriptions of the public services that will serve the Project, including who shall provide such facilities and a schedule to assure public facilities are available concurrent with the impact of the Project are provided in Section 7 of this Agreement.

4.3 No reservation or dedication of land for public purposes is required for the Project.

4.4 A description of all local development permits approved or needed to be approved for the Project is provided in Section 8 of this Agreement.

4.5 The applicant shall obtain approval from the Town of a parking plan for each phase of development and for construction workers, prior to the issuance of a building permit.

4.6 Developer agrees to comply with the provisions of the Overflow Parking Covenant set forth in Exhibit "D" in order to prevent offsite overflow parking.

4.7 The improvements shown on the final approved site plan shall be made a part of this development agreement.

4.8 The Clubhouse Parcel and the Golf Course Parcel of Project may be developed in two phases (each a "Phase" and collectively, the "Phases"). Phases of the Project may be developed in such order as Developer determines to appropriate based on market conditions subject to the agreed deadline dates set forth on Exhibit "E". All Project infrastructure required to service a Phase shall be completed prior to the issuance of the final certificate of occupancy or close out of the applicable building permit for such Phase.

SECTION 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall be effective upon the recording of this Agreement in the public records of Pinellas County, Florida pursuant to Florida Statutes Section 163.3239 ("Effective Date").

5.2 Within fourteen (14) days after the Town enters into this Agreement, the Town shall record this Agreement with the Clerk of the Circuit Court for Pinellas County. The Developer shall pay the cost of such recording.

5.3 This Agreement shall continue in effect for thirty (30) years from the Effective Date unless earlier terminated as set forth herein or extended by mutual consent of the Town Commission and the Developer subject to public hearings as required for the initial approval.

5.4 It shall be the responsibility of Applicant to submit an annual report to the Town sufficient to fulfill the requirements as stated in the provisions of the Act, and Ordinance No. . The Applicant, or its assign, shall submit an annual report at least 30-

days prior to the annual review date. This report shall contain a section-by-section listing of what obligations have been met and the date finalized, as good faith compliance with the terms of the agreement. The Town shall review the annual report subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the Town finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Town shall provide the Applicant with a fifteen (15) day written notice and opportunity to cure the non-compliance. The Applicant shall have 45 days after the expiration of the 15~day notice period to begin to cure the non-compliance, after which this Agreement may be revoked or modified by the Town.

5.5 If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with such relevant state and federal laws.

SECTION 6. <u>Obligations under this Agreement</u>.

6.1 Obligations of the Developer:

6.1.1 The obligations under this Agreement shall be binding upon and the benefits of this Agreement shall inure to the Developer and its successors in interest that specifically assumes such obligations by recorded assignment and assumption agreement.

6.1.2 At the time of development of the Property, the Developer will submit such applications and documentation as are required by law and shall comply with the Code applicable at the time of building permit review.

6.1.3 The following restrictions shall apply to development of the Property:

6.1.3.1 The Property and improvements located thereon shall be developed in substantial conformance with the Preliminary Development Plan attached as <u>Exhibit "C"</u>. Any modifications to the Preliminary Development Plan determined by the Town Manager as either inconsistent with this Agreement or constituting a substantial deviation from this Agreement shall require an amendment to this Agreement in accordance with the procedures of the Act and the Code, as necessary and applicable. Any and all such approved and adopted amendments shall be recorded in the public records of Pinellas County, Florida. Subsequent to approval of the Preliminary Development Plan by the Town of Belleair Town Commission, should minor revisions be necessary, the Town Manager may review and approve such changes without further formal amendment to this agreement.

6.1.3.2 The Developer shall obtain appropriate final site plan approval for the Project within six (6) months from the Effective Date of

this Agreement. The Developer shall thereafter timely obtain building permits and commence vertical construction thereunder, defined as work on the Project other than clearing, grubbing or other preliminary site preparation work and procure required certificates of occupancy consistent with the Code. Nothing herein shall restrict Developer from seeking an extension of site plan approvals pursuant to the Code or state law. In the event that work is not so commenced, the Town may deny future development approvals and/or certificates of occupancy for the Project, and may terminate this Agreement in accordance with Section 10.

6.1.3.3 The provisions of this Development Agreement may be amended, added to, deleted, modified, or changed from time to time by recorded instrument executed by the then owners of the Property and the Town. Any modifications to the Site Plan must comply with the regulations for development contained in Chapter 74, Land Use regulations of the Town of Belleair.

6.2 Obligations of the Town:

6.2.1 The Town shall promptly process site and construction plan applications and building permits for the Project that are consistent with the Preliminary Development Plan and that meet the requirements of the Code.

6.2.2 The Town shall provide the public services to the Project as provided in Section 7 below.

6.2.3 The Town shall provide credits to Developer against impact fees due for the Project in accordance with the schedule of credits attached as Exhibit "D".

SECTION 7. Public Facilities to Service Development. The following public facilities are presently available to the Property from the sources indicated below. Development of the Property will be governed by the concurrency ordinance provisions applicable on the Effective Date of this Agreement. The requirements for concurrency as set forth in the Comprehensive Plan and Code, have been satisfied. No new public facilities will be required to be constructed at the expense of the Town to serve the Project.

7.1 Potable water is currently provided by the Town. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.2 Sewer service is currently provided by Pinellas County. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.3 Fire protection is currently provided by the Town. The Developer shall be responsible for all necessary main extensions.

7.4 Drainage facilities for the Property will be provided by the Developer at the Developer's sole expense.

7.5 All improvements associated with the public facilities identified in Subsections 7.1 through 7.4 required for service to any Phase shall be completed by Developer, at Developer's expense, prior to the issuance of any certificate of occupancy.

7.6 If necessary for the Project, Developer agrees to provide a cashier's check, a payment and performance bond, or letter of credit to be deposited with the Town to secure construction of any new public facilities and services required to be constructed by this Agreement in accordance with the Code. Such construction shall be completed prior to issuance of a certificate of occupancy for the respective Phase of the Project.

7.7 Solid waste is provided by the Town.

7.8 Compliance with concurrency requirements as to parks and recreation and schools have been demonstrated.

SECTION 8. Required Local Government Approvals. The required local government development approvals for development of the Property that have been received. Future local government development approvals include the following:

8.1 Final site plan approval(s);

8.2 Construction plan approval(s);

8.3 Building permit(s);and

8.4 Certificate(s) of occupancy;

SECTION 9. Finding of Consistency. The Town finds that development of the Property consistent with the terms of this Agreement is consistent with the Town Comprehensive Plan and the Code.

SECTION 10. Termination. If the Developer's obligations set forth in this Agreement are not followed in a timely manner, as reasonably determined by the Town Manager, after written notice to the Developer and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until the Developer has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the Town after written notice to the Developer and an opportunity for the Developer to be heard.

SECTION 11. Other Terms and Conditions. Except in the case of termination, until thirty (30) years after the date of this Agreement, the Town may apply laws and policies adopted subsequently to the Effective Date of this Agreement if the Town has held a public hearing and determined:

(a) They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement;

(b) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the development that is subject to this Agreement;

(c) They are specifically anticipated and provided for in this Agreement;

(d) The Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

(e) This Agreement is based on substantially inaccurate information provided by the Developer.

SECTION 12. Compliance with Law. The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve the Developer from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

SECTION 13. Notices. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to the Developer: PELICAN GOLF LLC
c/o Thomas C. Nash, II
Macfarlane Ferguson & McMullen
625 Court Street, Suite 200
Clearwater, FL 33756

With Copy to: Thomas C. Nash, II
Macfarlane Ferguson & McMullen
625 Court Street
Suite 200
Clearwater, FL 33756

If to Town: Town of Belleair
Attn: Town Manager
901 Ponce de Leon Blvd.
Belleair, Florida 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

SECTION 14. Assignments.

14.1 By the Developer:

14.1.1 The Developer may sell, convey, assign or otherwise dispose of any or all of its right, title, interest and obligations in and to the Project, or any part thereof (each a "Parcel"), only with the prior written notice to the Town, provided that such party (hereinafter referred to as the "assignee"), to the extent of the sale, conveyance, assignment or other disposition by the Developer to the assignee, shall be bound by the terms of this Agreement the same as the Developer for such part of the Project as is subject to such sale, conveyance, assignment or other disposition.

14.1.2 If the assignee of the Developer's right, title, interest and obligations in and to the Project, or any part thereof assumes all of the Developer's obligations hereunder for the Project, or that part subject to such sale, conveyance, assignment or other disposition, then the Developer shall be released from all such obligations hereunder which have been so assumed by the assignee, and the Town agrees to execute an instrument evidencing such release, which shall be in recordable form.

14.1.3 An assignment of the Project, or any part thereof, by the Developer to any corporation, limited partnership, limited liability company, general partnership, or joint venture, in which the Developer (or an entity under common control with Developer) has either the controlling interest or through a joint venture or other arrangement shares equal management rights and maintains such controlling interest or equal management rights shall not be deemed an assignment or transfer, provided, however, that notice of such assignment shall be given by the Developer to the Town promptly after such assignment being effective and the assignee shall be bound by the terms of this Agreement to the same extent as would the Developer in the absence of such assignment.

14.2 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the Town, and its successors and assigns, and the Developer and, as applicable to the parties comprising Developer, their personal representatives, trustees, heirs, successors and assigns, except as may otherwise be specifically provided herein.

SECTION 15. Minor Non-Compliance. The Developer will not be deemed to have failed to comply with the terms of this Agreement in the event such noncompliance,

in the judgment of the Town Manager, reasonably exercised, is of a minor or inconsequential nature.

SECTION 16. Covenant of Cooperation. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property.

SECTION 17. Approvals. Whenever an approval or consent is required under or contemplated by this Agreement such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

SECTION 18. Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the Town.

SECTION 19. Entire Agreement. This Agreement (including any and all Exhibits attached hereto all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

SECTION 20. Construction. The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to the Developer includes the Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the Town and the Developer and the language of the Agreement should be given its plain and ordinary meaning and should not be strictly construed against any party hereto based upon draftsmanship. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

SECTION 21. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party hereto, to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated by such partial invalidity, such party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other parties.

SECTION 22. Code Amendments. Subsequently adopted ordinances and codes of the Town which are of general application not governing the development of land shall be applicable to the Property, and such modifications are specifically anticipated in this Agreement.

SECTION 23. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida.

SECTION 24. Counterparts. This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

SECTION 25. Amendment. This Agreement may be amended by mutual written consent of the Town and the Developer so long as the amendment meets the requirements of the Act, applicable Town ordinances, and Florida law.

BALANCE OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW

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

In the presence of:

PELICAN GOLF LLC, a Florida limited Liability company

_____
Print Name_____

By:_____
Name: _____
Title: _____

_____
Print Name_____
As to Developer

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, as _____ of PELICAN GOLF LLC, a Florida limited liability company, on behalf of the corporation, who is □ personally known to me, or who has □ produced _____ as identification.

_____
Notary Public
My Commission expires:

TOWN OF BELLEAIR, FLORIDA

By:_____
Name: JP Murphy
Title: Town Manager

Attest:

_____
Town Clerk

Approved as to Form:

_____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by J.P. Murphy, as Town Manager of the Town of Belleair, Florida, who is □ personally known to me or who has □ produced _____ as identification.

_____
Notary Public
Print Name:_____
My Commission Expires

EXHIBIT "A"

Legal Descriptions

CLUBHOUSE PARCEL:

GOLF COURSE PARCEL:

EXHIBIT "B-1"

Architectural Elevations for Clubhouse

EXHIBIT "B-2"

Renovation Plans for the Golf Course Parcel

EXHIBIT "C"

Preliminary Development Plan

EXHIBIT D

OVERFLOW PARKING COVENANT

The Town has granted Developer a variance with respect to the minimum number of on-site parking spaces required by the Town Code with respect to the proposed uses of the Property. That variance was granted after consideration of the Developer's analysis of parking needs as a result of anticipated attendance of club patrons for its various uses – golf, dining, and fitness activities; and the fact that Developer will make available [236] temporary parking spaces on the golf practice range to accommodate overflow parking if required for either regular or special events on the Property. Avoidance of club patron parking on streets adjacent to the Property is of high importance to the Town. In order to prevent such on street parking whether or not due to the unavailability of on-site parking, Developer agrees to the following:

1. Club members and guests will be advised through club rules or signage on the property that parking on the adjacent streets for club activities is prohibited.

2. Developer will insure that during all club business hours there is the capability to immediately open the overflow parking area to vehicles in the event there are insufficient regular on-site parking spaces.

3. The Town will also consider the granting of special permits to allow on-street parking for special events by prior application to the Town Commission.

EXHIBIT E

DATES FOR COMPLETION OF PROJECT PHASES

1. Golf Course Parcel – completion of construction of the portion of the Property utilized for golf play shall be completed on or before March 31, 2018.

2. Clubhouse Parcel – completion of construction of new clubhouse and accessory structures shall be completed on or before August 31, 2018.

AGREEMENT FOR FUTURE GRANT OF EASEMENT

Agreement made the ____ day of May, 2017 made by and between **TOWN OF BELLEAIR, a Florida municipal corporation,** whose mailing address is: 901 Ponce de Leon Boulevard, Belleair, FL 33756**,** ("Town"), and **PELICAN GOLF LLC, A Florida limited liability company,** whose mailing address is: 625 Court Street, Suite 200, Clearwater, FL 33756 ("Developer").

WHEREAS, pursuant to a purchase and sale agreement between the Town, as seller and Developer, as purchaser effective February 18, 2016, as subsequently amended (the "Purchase Agreement"), Developer intends to purchase the real property improvements known as the Belleview Biltmore Golf Course or Pelican Golf Course (the "Property"); and

WHEREAS, as a special condition to the purchase and sale of the Property, Developer agreed to implementation of a mechanism to assure that all portions of the property currently being used for golf play purposes shall, in perpetuity, remain designated as green space and not subject to development (the "Green Space Condition"); and

WHEREAS, the Town and Developer have agreed to a means of satisfying the Green Space Condition and desire to set forth their agreement and understandings in that regard herein.

NOW THEREFORE, in consideration of mutual covenants and representations herein contained, and other good and valuable consideration, the Town and Developer agree as follows:

1. **Grant of Conservation Easement**. In order to satisfy the Green Space Condition following completion of the proposed development of the golf course, Developer shall grant and convey to the Town a perpetual conservation easement (the "Easement") generally over the entire area of Property to be used for golf course play and designated as the "Golf Course Parcel" in the Development Agreement between the Town and Developer dated May ____, 2017 (the "Development Agreement") such that the Golf Course Parcel will remain shall remain in accordance with the Recreation/Open Space (ROS) land use category pursuant to the Comprehensive Plan of the Town of Belleair and any related enactments by the Town applicable to that Recreation/Open Space (ROS) land use category green space to perpetually prohibit any commercial or residential development or vertical construction of or on all or any part of Golf Course Parcel.

2. **Time of Easement Grant**. Developer shall grant the Easement to the Town no later than six (6) months after the completion date of the golf course improvements. The completion date shall be the date on which the Town determines that construction of the improvements and all requirements of the Town's building permit shall have been completed and satisfied. Pursuant to the terms of the Development Agreement, the outside date for completion of the golf course improvements is August 31, 2018. Completion of the improvements to the separate Clubhouse Parcel (as also designated in the Development Agreement) improvements which are to be completed prior to March 31, 2018 shall neither be a condition to nor otherwise affect the time for the grant of the Easement.

3. **Terms of Easement**. The parties acknowledge that the actual easement area in terms of the easement necessarily cannot be finally determined until the golf course improvements are completed in order to establish the specific areas of the Property subject to the Easement (the "Easement Area") and prospectively causing the Easement Area to remain permanently green space in its improved condition. The final terms of the easement and the easement area shall be subject to the Town's determination that the Easement will effectively prohibit development on the property perpetually, save and except for permitted upkeep and maintenance of the golf course fairways, greens and buffer areas. Notwithstanding the need to defer the determination of certain final terms and conditions of the Easement, pursuant to that certain Deed In Escrow Agreement of even date herewith among the Town, the Developer and the Escrow Agent designated therein (the "Deed in Escrow Agreement") in the form attached hereto as Exhibit A, the Town and Developer have agreed on the generally form of the Easement which includes certain fundamental covenants and restrictions which will not be subject to change.

4. **Further Assurances**. In order to ensure Developer's compliance with its covenant herein for the future grant of the Easement, simultaneously with Developer's closing of the purchase of the Property, Developer and the Town shall execute and deliver the Deed in Escrow Agreement and in accordance with such agreement Developer shall execute and deliver to the Escrow Agent a special warranty deed conveying title to the property to the Town (the "Reconveyance Deed").

TOWN:

TOWN OF BELLEAIR, a Florida municipal corporation

By:_____
Name: _____

DEVELOPER:

PELICAN GOLF LLC, a Florida limited liability company

By:_____
Name:_____

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0094	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	General Agenda
File created:	4/17/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	First Reading of Ordinance 514 - Purchase Sale Agreement 1501 Indian Rocks Rd.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 514 re_ sale of town owned real property Purchase Sale Agmt w-Exhibits 2-18'16-Optimized Purchase and Sale_3rd Addendum Belleair-Pelican - Deed in Escrow Agreement.pdf Belleair-Pelican Perpetual Conservation Easement Belleair Reclaimed Water Agreement 2017				

Date	Ver.	Action By	Action	Result

Summary

To: Town Commission
From: JP Murphy
Date: 4/26/2017
Subject:
First Reading of Ordinance 514

Summary:
The Code of Ordinances requires that the town must sell real property by ordinance. This ordinance provides the authority to the Mayor or Town Manager to close on the property for $3,800,000.00 dollars and the satisfaction of all of the requirements to close as enumerated in the purchase sale agreement. Also attached is the Deed in Escrow Agreement which is the mechanism that grants the town the perpetual conservation agreement, also attached, following the completion of the renovations to the property. The town attorney will submit an additional summary prior to the meeting.
Previous Commission Action: The commission approved the purchase sale agreement on 02/16/16, provided for two extensions of the agreement, and recently approved the preliminary development plan on 04/04/17.

Background/Problem Discussion: Ordinance 514 is the formal action required to sell the property.

Expenditure Challenges N/A

Financial Implications: The agreed upon sale price is $3,800,000 dollars. Other terms of the sale are included in the attached Purchase Sale Agreement that was previously approved. Of note, the purchaser is responsible for any early termination fee owed to the current lessee of the property, Green Golf Partners.

Recommendation: Staff recommends approval

Proposed Motion I move approval/denial of Ordinance 514 on first reading.

ORDINANCE NO. 514

AN ORDINANCE OF THE TOWN OF BELLEAIR, FLORIDA AUTHORIZING THE SALE AND CONVEYANCE IN FEE OF CERTAIN TOWN OWNED PROPERTY LOCATED WITHIN THE TOWN OF BELLEAIR, PINELLAS COUNTY, FLORIDA LOCATED AT 1501 INDIAN ROCKS ROAD AND KNOWN AS THE BELLEVIEW BILTMORE GOLF COURSE OR PELICAN GOLF COURSE; THE SAME BEING MORE FULLY DESCRIBED IN EXHIBIT A HEREOF; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town purchased the 18-hole golf course historically known as the Belleview Biltmore Golf Course and also as the Pelican Golf Course, its clubhouse and other improvements (hereinafter, the "Property") on February 8, 2013 for a purchase price of $3,500,000.00; and

WHEREAS, following its purchase of the Property, the Town has continued the operation of the Property as a golf course pursuant to a ten-year Golf Course Lease and Management Agreement with Green Golf Partners, LLC; and

WHEREAS, the Town receive an unsolicited offer to purchase the Property and has entered into a Purchase and Sale Agreement with Pelican Golf, LLC, a Florida limited liability company ("Buyer") dated February 18, 2016 (the "Purchase Agreement") for the sale of the Property for a purchase price of $3,800,000.00 pursuant to the terms and conditions of the Purchase Agreement; and

WHEREAS, the purchase price for the Property was previously found to be consistent with the appraised value of the Property as determined by the Town's independent real estate appraiser; and

WHEREAS, all conditions to the sale and purchase of the Property under the Purchase Agreement have been satisfied and the Town and Buyer are prepared to close such sale and purchase; and

WHEREAS, in addition to such requirements set forth in the Purchase Agreement, Section 2.11(a)(2) of the Town Charter requires a conveyance in fee of any real property of the Town be done by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA;

SECTION 1. The above premises are found to be true and correct.

SECTION 2. Subject to satisfaction of all requirements for closing under the Purchase Agreement, the Town of Belleair hereby conveys, in fee simple, its title to the Property as fully described in Exhibit A hereto and all improvements located thereon to Pelican Golf, LLC for a purchase price of Three Million Eight Hundred Thousand Dollars ($3,800,000.00). Either the Mayor or the Town Manager are hereby authorized to execute and deliver to Pelican Golf, LLC all required deeds and other instruments as required to fully convey all right, title and interest of the Town in the Property.

SECTION 3. This ordinance may be recorded in the Public Records of Pinellas County and shall be in full force and effect immediately upon its passage, and approval upon second and final reading.

PASSED ON FIRST READING: May 2, 2017

PASSED AND ADOPTED ON SECOND AND FINAL READING: May 16, 2017

_____
Mayor

ATTEST:

_____
Town Clerk

EXHIBIT "A"
Property

Pelican Golf Course Property:

All of Pelican Golf Course, according to the map or plat thereof, as recorded in Plat Book 53, pages 45 and 46, public records of Pinellas County, Florida, except the portions thereof described as follows:

Exception 1: That part of the Pelican Golf Course, as recorded in Plat Book 53, Pages 45 and 46, of the public records of Pinellas County, Florida, described as follows: Begin at the Northeast corner of Althea Road and Golf View Drive, as shown on said plat of Pelican Golf Course, run thence South 25°17'43" West, along the Easterly right of way line of Golf View Drive, 530.0 feet for a Point of Beginning; thence South 64°42'17" East, 80.0 feet; thence South 04°44'21" West, 128.16 feet; thence North 64°42'17" West, 125.0 feet; thence North 25°17'43" East, along the Easterly right of way line of Golf View Drive, 120.0 feet to the Point of Beginning.

Exception 2: That part of the Pelican Golf Course, as recorded in Plat Book 53, Pages 45 and 46, of the public records of Pinellas County, Florida described as follows: Begin at the Northeast corner of Althea Road and Golf View Drive, as shown on said Plat of Pelican Golf Course, run thence South 25°17'45" West, along the Easterly right of way line of Golf View Drive, 410.0 feet for a Point of Beginning; thence South 64°42'17" East, 125.0 feet; thence South 45°51'05" West, 128.16 feet; thence North 64°42'17" West, 80.0 feet; thence North 25°17'43" East, along the Easterly right of way line of Golf View Drive 120.0 feet to the Point of Beginning.

Exception 3: That part of The Pelican Golf Course, as recorded in Plat Book 53, Pages 45 and 46, of the public records of Pinellas County, Florida, described as follows: Begin at the Northeast corner of Althea Road and Golf View Drive, as shown on said Plat of Pelican Golf Course, run thence South 25°17'43" West, along the Easterly right of way line of Golf View Drive, 310.0 feet for a Point of Beginning; thence South 64°42'17" East, 125.0 feet; thence South 25°17'43" West, 100.0 feet; thence North 64°42'17" West, 125.0 feet; thence North 25°17'43" East, along the Easterly right of way line of Golf View Drive, 100.0 feet to the Point of Beginning.

Water Tower Property:

An undivided one half interest in and to:

A parcel of land lying in Section 21, Township 29 South, Range 15 East, Pinellas County, Florida, also being a portion of land in the Map of Belleair as recorded in Plat Book 1, Page 105, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, described as follows:

Commencing at the intersection of the centerlines of Second Avenue (Hamlet Avenue), a 50 foot right of way and "D" Street for a point of reference; thence East 318.00 feet to the Point of Beginning; thence North 40.00 feet; thence East 50.00 feet; thence South 60.00 feet; thence West 50.00 feet; thence North 20.00 feet to the Point of Beginning.

Together with an appurtenant, non-exclusive easement for ingress/egress and an easement for the purpose of storing and conveying water as reserved in that certain Deed from United States Steel Corporation to Edgewater Executive Park, Inc., dated February 26, 1974 and recorded in Official Records Book 4142, Page 1567, of the public records of Pinellas County, Florida.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "*Agreement*") is made by and between **TOWN OF BELLEAIR, a Florida municipal corporation,** whose mailing address is: 901 Ponce de Leon Boulevard, Belleair, FL 33756, ("*Seller*"), and **PELICAN GOLF LLC, A Florida limited liability company,** whose mailing address is: 625 Court Street, Suite 200, Clearwater, FL 33756 ("*Purchaser*").

In consideration of the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE 1
PURCHASE AND SALE

1.1 **Purchase and Sale of Property**. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of the Seller's right, title and interest in and to the following described property (herein collectively called the "*Property*"):

(a) **Land**. That certain tract of land (the "*Land*") located in Pinellas County, Florida, being more particularly described on **Exhibit A** attached hereto and made a part hereof.

(b) **Easements, Rights and Appurtenances**. All easements, rights and appurtenances pertaining to the Land, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way.

(c) **Improvements**. All structures and improvements on the Land, and having an address of: 1501 Indian Rocks Road, Belleair, FL 33756.

(d) **Leases**. All leases, (the "*Leases*") granting leasehold interests in the Property, including that certain Golf Course Lease and Management Agreement between Seller and Green Golf Partners, LLC dated January 15, 2014 (the "Management Agreement"), and all refundable security deposits held by Seller on the Closing Date (as hereinafter defined).

(e) **Tangible Personal Property**. All fixtures, equipment, machinery, and other personal property, if any, owned by Seller and located on or about the Land and the Improvements (the "*Tangible Personal Property*").

(f) **Contracts**. To the extent assignable without the consent of third parties, the Service Contracts which Purchaser directs shall be assigned to Purchaser at Closing as set forth in Subsection 6.3(e) (as hereinafter defined).

(g) **Intangible Property**. To the extent owned by Seller and assignable without the consent of third parties, all intangible property (the "*Intangible Property*"), if any, in the possession of Seller and pertaining to the Land, the

Improvements, or the Tangible Personal Property including, without limitation, transferable utility contracts, transferable telephone exchange numbers, plans and specifications, engineering plans and studies, floor plans and landscape plans.

ARTICLE 2
PURCHASE PRICE

2.1 **Purchase Price**. The purchase price (the "*Purchase Price*") for the Property shall be THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($3,500,000.00) and shall be paid in cash by Purchaser to Seller at the Closing (as defined herein) by wire transfer in accordance with wire transfer instructions to be provided by Seller.

ARTICLE 3
EARNEST MONEY

3.1 **Earnest Money**. Upon Seller's execution of this Agreement, Purchaser shall deliver to Escrow Agent ("*Escrow Agent*") by wire transfer, the amount of ONE HUNDRED THOUSAND and No/100 Dollars ($100,000.00) (is herein called the "*Earnest Money*"). If the sale of the Property is consummated under this Agreement, the Earnest Money shall be applied to the payment of the Purchase Price at Closing (as hereinafter defined).

ARTICLE 4
CONDITIONS TO CLOSING

4.1 **Seller's Obligations**. As of the Effective Date, Seller has delivered or caused to be delivered to Purchaser various Due Diligent information concerning the property and will continue to provide such additional information as Purchaser may request from time to time.

4.2 **Title Commitment and Survey**.

(a) Within ten (10) business days of the Effective Date, Purchaser shall obtain a title insurance commitment (the "*Title Commitment*") covering the Property. On or before a date which is five (5) business days following Purchaser's receipt of the Title Commitment (the "Title Review Period"), Purchaser shall deliver to Seller a statement of any objections to Seller's title to the Property, and Seller shall have a reasonable time after Seller's receipt of such statement (not to exceed twenty (20) days) within which to cure any such objections, but Seller shall have no obligation to cure any such objections. Notwithstanding the foregoing, Seller, at its sole cost and expense shall be obligated to remove from the record (by satisfaction, bonding or otherwise) any of the following: (i) any mortgage or other security interest created by Seller, (ii) all liens or encumbrances created by Seller at any time on or after the date of this Agreement and/or (iii) any construction or materialman's lien, lis pendens and any judgment docketed against the Property. In the event that Purchaser does not send to Seller, within the required five (5) days, a statement of any title objections, such failure conclusively shall be deemed to mean that Purchaser had no such objections. In the event that Seller fails to cure such

objections as called for herein (irrespective of the efforts or costs to cure the same), then Purchaser shall elect, by written notice to Seller and Escrow Agent, to either (i) terminate this Agreement and receive a full refund of the Deposit, and thereafter this Agreement shall be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for the Inspection Indemnity (hereinafter defined), or (ii) waive such objections and consummate the transaction contemplated herein without reduction of the Purchase Price. If Purchaser does not provide Seller written notice of Purchaser's election as above provided within five (5) days after the expiration of the cure period, then Purchaser shall be deemed to have elected to waive such objections as provided in the aforesaid item (ii).

Notwithstanding Purchaser's acceptance of title, Purchaser shall have the right to have its title examination updated until the Closing Date, and if any such update discloses any new title exceptions as to which Purchaser has an objection and which were not listed in the Commitment, as to title matters (any such new matter being referred to as a "***new objection***"), Purchaser shall deliver to Seller a statement of any such new objections and Seller shall have a period of up to twenty (20) days to cure all such new objections, during which time the Closing Date shall be extended, if necessary, to allow Seller such time to cure the new objections. In the event that Seller fails to cure such new objections within such additional twenty (20) days, (i) Purchaser may terminate this Agreement by written notice to Seller and Escrow Agent given on or before the Closing Date, whereupon Purchaser shall receive a full refund of the Deposit from Escrow Agent, and thereafter this Agreement shall be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for the Inspection Indemnity, or (ii) Purchaser shall cure any such new objections created by, through or under Seller which can be cured by payment of a liquidated amount of money and deduct the reasonable cost thereof from the Purchase Price otherwise payable by Purchaser at Closing, or (iii) Purchaser may waive such new objections and consummate the transaction contemplated herein without reduction of the Purchase Price.

(b) Should Purchaser desire, Purchaser shall obtain, at its expense, a new survey (the "*Survey*") of the Property within ten (10) days after the Effective Date. If Purchaser obtains the Survey, the Survey shall be certified to Seller and Seller's counsel, and a copy of the Survey shall be delivered to Seller immediately upon receipt by Purchaser. Purchaser shall furnish Seller with any survey objections within fifteen (15) days after the Effective Date, and any such survey objections shall be treated as the objections as set forth in Subsection 4.2(a).

The term "*Permitted Encumbrances*" as used herein includes: (i) any easement, right of way, encroachment, conflict, discrepancy, overlapping of improvements, protrusion, lien, encumbrance, restriction, condition, covenant, exception or other matter with respect to the Property that is reflected or addressed on the Survey or the Title Commitment and which is not objected to by Purchaser or which is waived or deemed to have been waived by Purchaser pursuant to Subsection 4.2(a).; (ii) the rights and interests of parties claiming under the Leases; provided, however, said rights shall not include any

purchase options or rights of first refusal to purchase the Property; (iii) real estate taxes and assessments not yet due and payable.

4.3 (a) Investigatory Period: Purchaser, Purchaser's engineers and other representatives shall have two hundred seventy (270) days from the Effective Date (the "Investigatory Period") within which to undertake, at Purchaser's expense, such physical and other investigations of and concerning the Property as may be necessary to evaluate the characteristics of the Property, the quality of the Property for development, as well as such other matters, including the availability of water, sewer, electric, telephone and other utilities, drainage characteristics of the Property, soil conditions of the Property, the presence of hazardous waste on the Property and other environmental matters and all other matters as Purchaser shall deem reasonably necessary to determine the feasibility of Purchaser's purchase and development and acquisition of the Property (the "Investigations").

(b) Access and Indemnification: For the purpose of the Investigations, Seller hereby grants to Purchaser, Purchaser's engineers and other representatives, the right to enter upon the Property during the Investigatory Period for the purpose of undertaking such physical inspections and investigations as are reasonably necessary for the purposes provided herein. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all claims, lawsuits, and liability, including but not limited to attorney's fees and litigation expenses, or damages, costs, or expenses arising from or related to the Investigations or any other action on the property by Purchaser. The provisions of this Subsection 4.3(b) shall survive Closing or termination of this Agreement.

(c) Investigation Period Termination: If Purchaser is unsatisfied, for any reason whatsoever, with the Investigations, Purchaser may notify Seller of Purchaser's intention to terminate the transaction contemplated by this Agreement on or before the last day of the Investigatory Period. Upon such termination of this Agreement, the deposits shall be returned to Purchaser and this Agreement, and the rights and obligations of the parties hereunder (except for Purchaser's indemnification obligations set forth in this paragraph and those provisions expressly surviving termination) shall be terminated. If Purchaser fails to timely and properly notify Seller of Purchaser's election to terminate this Agreement, Purchaser shall accept the Property in "AS IS" condition and shall be obligated to close on the purchase of the Property, subject to the other terms and conditions of this Agreement.

4.4 **Purchaser's Representations and Warranties**. Purchaser represents and warrants to Seller that: (a) Purchaser has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder, and Purchaser has obtained all necessary authorizations required in connection with the execution, delivery and performance contemplated by this Agreement and has obtained the consent of all entities and parties necessary to bind Purchaser to this Agreement; (b) neither the execution nor the delivery of this Agreement, nor the consummation of the purchase and sale contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in

the breach of any of the terms, conditions, or provisions of any agreement or instrument to which Purchaser, or any partner or related entity or affiliate of Purchaser, is a party or by which Purchaser, any partner or related entity or affiliate of Purchaser, or any of Purchaser's assets is bound; and (c) Purchaser has hereby received notice by Seller in accordance with the Florida Real Estate License Act that Purchaser should have an attorney examine an abstract of title to the Property or obtain a title insurance policy covering the Property. Purchaser's representations and warranties set forth in this Section 4.4 shall survive the Closing or termination of this Agreement. Purchaser's representations and warranties contained herein must be true and correct through the Closing Date, and Purchaser's failure to notify Seller prior to the Closing Date of any inaccuracies shall be a default by Purchaser under this Agreement.

4.5 **Seller's Representations and Warranties**. Seller represents and warrants to Purchaser that: (a) Seller has the full corporate right, power, and authority, without the joinder of any other person or entity, to enter into, execute and deliver this Agreement, and to perform all duties and obligations imposed on Seller under this Agreement; (b) neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party or by which Seller or any of Seller's assets is bound; and (c) Seller is not a "*foreign person*" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2); (d) to Seller's knowledge, no property or other land relies on the Land, the improvements located thereon or any part thereof to fulfill any municipal or governmental requirement, or for access or drainage purposes; (e) Seller has received no notice from any person, entity or governmental authority, and has no knowledge, of any violation or potential violation of any federal, state or local law, regulation, or ordinance relating to any portion of the Property; (f) there is no suit or proceeding pending or, to Seller's knowledge, threatened in writing, in any court or before or by any federal, state or local departments or other governmental instrumentality, against or affecting the Property or the Seller which would affect Seller's ability to perform under this Agreement; (g) except for the Management Agreement, Service Contacts, Seller has not entered into contracts, agreements or undertakings, actual or contingent, which shall bind the Property or Purchaser as owner of Property after Closing, and Seller has not entered into any contracts for any work in connection with the Property which will not be completed prior to Closing; (h) there is no sale or other contract or understanding in effect with respect to the transfer of all or any portion of the Property, and any contract previously in effect has expired or been properly terminated, and no claim, demand or right of action against Seller or the Property arising in connection with the Property is pending or threatened, no person has been granted an option, right of first refusal or other rights to acquire all or any portion of the Property and, except for the tenants referenced in the Leases, there are no persons in occupancy of, or have any rights to occupy or enter onto any portion of the Property; (i) there are no pending or, to Seller's knowledge, threatened condemnation proceedings or other proceeding in the nature of eminent domain with respect to the Property; (j) except for the Management Agreement, Seller has not entered into any agreements relating to the Property that are binding on Purchaser or any agreements relating to any real estate assessment or protest proceedings with respect to the Property that will be binding on

Purchaser or that cannot be terminated by Seller prior to Closing or by Purchaser thereafter without payment of any premium; (k) to Seller's knowledge, there are no hazardous substances on or under the Property that could trigger response, remedial action or liability under any environmental laws or any existing common law theory based on nuisance or strict liability, no part of the Property has ever been used as a landfill, dump, toxic or waste disposal site or storage area, no underground or above ground storage tanks are located on Property, and Seller has not received any written notice from, nor has any knowledge of, any person, entity or governmental body claiming any violation of any environmental laws or asserting any claim of personal injury or damages arising from the presence of hazardous substances on, under or in the Property; (l) to Seller's knowledge, there are no any special assessments, special tax districts, special service areas, sanitary sewer separation fees or outstanding obligations (contingent or otherwise) to governmental entities, (including, without limitation, any portion payable with the current tax bill) with respect to the Property or any part thereof; (m) Seller has received no notice that it does not possess all governmental licenses, permits and certificates necessary for the operation and occupancy of the Land and improvements located thereon as presently used, and, to Seller's knowledge, Seller has not taken or failed to take any action that would result in the revocation of them, and has not received any written notice of an intention to revoke any of them; and (n) the representations contained herein do not contain any untrue statement of material fact or fail to state a fact necessary in order to make the other representations and statements contained herein not misleading in any respect.

4.6 Special Condition Regarding Future Use of Golf Course. Purchaser acknowledges that a special condition of Seller's obligation to sell pursuant to the terms of this Agreement is the implementation of a mechanism to assure that all portions of the Property currently being used for golf play purposes shall, in perpetuity, remain designated as green space and not subject to development ("Green Space Condition"). The foregoing notwithstanding, Seller agrees that the clubhouse portion (including areas of asphalt pavement/parking) of the Property, as depicted on page 5 of the Agreement recorded at O.R. Book 266, page 126, et seq., attached hereto as Composite **Exhibit B**, shall not be subject to the Green Space Condition. During the Investigatory Period the Seller and Purchaser will cooperate to create a mutually acceptable mechanism to assure that the Green Space Condition shall be satisfied prior to Closing.

4.7 Special Condition Regarding Appraisal. No later than ten (10) days following the Effective Date, Seller shall engage a golf course appraisal firm, approved by Purchaser (the "Appraiser") to determine the fair market value of the Property as its current limited permitted use as a golf course (the "Appraised Value"). The appraisal shall be certified to both Seller and Purchaser and when completed delivered to both Seller and Purchaser on the same date (the "Appraisal Delivery Date").

In the event the Appraised Value is greater than 3% above the Purchase Price, then no later than (10) business days following the Appraisal Delivery Date, Purchaser shall elect, by written notice to Seller, to either: (i) amend the Purchase Price under the Agreement to the Appraised Value; or (ii) terminate the Agreement and receive a full refund of the Earnest Money Deposit, and thereafter this Agreement shall be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further

rights, duties, liabilities or obligations to the other by reason hereof, except for any indemnification requirements of Purchaser pursuant to paragraph 4.3(b).

In the event the Appraised Value is in excess of 3% below the Purchase Price, then no later than ten (10) business days following the Appraisal Delivery Date, the Purchaser shall elect, by written notice to Seller, to either: (i) terminate this Agreement and receive a full refund of the Earnest Money Deposit, and thereafter this Agreement shall be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof, except for any indemnification requirements of Purchaser pursuant to paragraph 4.3(b); or (ii) close the transaction pursuant to the terms of this Agreement with no change to the Purchase Price.

Seller shall be responsible for the cost of the appraisal except in the event Purchaser elects to terminate the Agreement pursuant to this Section 4.7 in which case Purchaser shall bear the cost of the appraisal.

ARTICLE 5
NO REPRESENTATIONS OR WARRANTIES BY SELLER; ACCEPTANCE OF PROPERTY

5.1 **Disclaimer**. EXCEPT AS OTHERWISE PROVIDED HEREIN, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (a) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (b) THE INCOME TO BE DERIVED FROM THE PROPERTY, (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (h) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW) OR (i) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR

PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF SELLER'S INTEREST IN THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. EXCEPT FOR CLAIMS MADE BY ANY GOVERNMENTAL ENTITY OR THIRD PERSON ARISING FROM HAZARDOUS MATERIALS ALLEGED TO HAVE BEEN STORED UPON OR RELEASED BY SELLER UPON THE PROPERTY, PURCHASER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF PURCHASER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT OF THE PROPERTY. THE PROVISIONS OF THIS SECTION 5 SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

5.2 **Hazardous Materials**. "*Hazardous Materials*" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14)

of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amend (42 U.S.C. §9601 *et seq.*) ("*CERCLA*") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*) ("*RCRA*") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.3 **Environmental Requirements**. "*Environmental Requirements*" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

ARTICLE 6
CLOSING

6.1 **Closing**. The Closing (the "*Closing*") shall be held at a location within Pinellas County, Florida designated by the Seller on or before thirty (30) calendar days following the expiration of the Investigory Period. (the "*Closing Date*"), unless the parties mutually agree in writing upon another place, time or date.

6.2 **Possession**. Possession of the Property shall be delivered to Purchaser at the Closing, subject to the Permitted Encumbrances.

6.3 **Proration**. All rents, other amounts payable by the tenants under the Leases, income, utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs, and real estate and personal property taxes and other assessments with respect to the Property for the year in which the Closing occurs, shall be prorated to the date Seller receives the Purchase Price in immediately available funds with Purchaser receiving the benefits and burdens of ownership on the Closing Date.

(a) If the Closing shall occur before rents and all other amounts payable by the tenants under the Leases and all other income from the Property have actually been paid for the month in which the Closing occurs, the apportionment of such rents and other amounts and other income shall be upon the basis of such rents, other amounts and other income actually received by Seller. Subsequent to the Closing and for a period not to exceed one (1) calendar month thereafter, if any such rents and other income are actually received by Purchaser from existing tenants in occupancy during the month of Closing, all such amounts shall be paid by Purchaser to Seller. All other delinquent rents for periods prior to Closing shall be assigned to Purchaser at Closing.

(b) Purchaser shall receive as a credit the amount of any security deposits that Seller has in its possession under the Leases.

(c) If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by Purchaser and Seller.

(d) If the Closing shall occur before the actual amount of utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs are determined or if the determination cannot be made by a meter reading as of Closing, then the apportionment of such utilities and other operating expenses shall be upon the basis of an estimate by Seller of such utilities and other operating expenses for such month. Subsequent to the Closing, when the actual amount of such utilities and other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the parties agree to adjust the proration of such utilities and other operating expenses and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

(e) There shall be no proration of amounts due under existing Service Contracts. All Service Contracts shall be terminated effective as of Closing unless Purchaser directs otherwise in writing at least ten (10) days prior to Closing.

(f) The provisions of paragraph 6.3(e) notwithstanding, Purchaser acknowledges that the property is subject to that certain Golf Course Lease and Management Agreement dated January 15, 2014 between the Seller and GREEN GOLF PARTNERS LLC (the "Management Agreement"). At Closing the Management Agreement shall either: (i) continue in effect and Purchaser shall assume all of the Seller's obligations under the Management Agreement; or (ii) be terminated in accordance with the early termination provisions of the Management Agreement in which case Purchaser shall be responsible for payment of any early termination fee to Green Golf Partners, LLC. Seller shall provide an estoppel certificate confirming its good standing under the

Management Agreement, confirming that there are no defaults under the Management Agreement and containing such other terms as may be reasonably required by Purchaser for its lender, if applicable.

The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 **Closing Costs**. Seller shall pay for all title search expenses, the costs of the Owner Policy and the cost of the documentary stamps due in connection with the recording of the deed. Except as otherwise expressly provided herein, Purchaser shall pay, on the Closing Date: the cost of all endorsements to the Owner Policy required by Purchaser, the cost of any Loan Policy required by Purchaser or Purchaser's lender and the cost of all endorsements or amendments thereto and all recording costs. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.5 **Seller's Obligations at the Closing**. At the Closing, Seller shall deliver to Purchaser or the Title Company (except for the items described in (g) and (h), which shall be made available at the Property) the following:

(a) **Evidence of Authority**. Such organizational and authorizing documents of Seller as shall be reasonably required by the Title Company to evidence Seller's authority to consummate the transactions contemplated by this Agreement.

(b) **Special Warranty Deed**. A Special Warranty Deed (the "*Deed*") for the Property, duly executed and acknowledged by Seller, conveying all of Seller's right, title and interest in and to the Land and the Improvements to Purchaser in the form attached to this Agreement as **Exhibit C**.

(c) **Assignment and Assumption of Personal Property, Service Contracts, Warranties and Leases**. An Assignment and Assumption of Personal Property, Service Contracts, Warranties and Leases (the "*Assignment*") in form attached hereto as **Exhibit D**.

(d) **Foreign Person**. An affidavit of Seller certifying that Seller is not a "*foreign person*," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(e) **Rent Roll**. A rent roll, if applicable.

(f) **Leases**. To the extent in Seller's possession, the originals of all of the Leases, together with tenant estoppel certificates from all tenants under the Leases in a form reasonably acceptable to Purchaser.

(g) **Contracts**. To the extent in Seller's possession, the originals of all of the Service Contracts requested by Purchaser to be assigned at Closing pursuant to Paragraph 6.2(e).

(h) **Closing Statement**. A closing statement (the "*Closing Statement*") executed by Seller, setting forth the debts and credits in connection with the transaction evidenced by this Agreement.

(i) **Tax ID Certification**.

(j) **Estoppel Certificate** Estoppel Certificate and Assignment of Lease relating to the Management Agreement.

6.6 **Purchaser's Obligations at the Closing**. At the Closing, Purchaser shall deliver to Seller the following:

(a) **Purchase Price**. The Purchase Price by wire transfer or immediately available funds.

(b) **Assignment**. The Assignment executed by Purchaser.

(c) **Evidence of Authority**. Such organizational and authorizing documents of Purchaser as shall be reasonably required by Seller and/or the Title Company to evidence Purchaser's authority to consummate the transactions contemplated by this Agreement.

(d) **Taxpayer I.D. Certification**. Taxpayer I.D. Certification.

(e) **INTENTIONALLY OMITTED.**

(f) **Closing Statement**. The Closing Statement executed by Purchaser.

6.7 Purchaser shall designate the title company and closing agent for the transaction.

ARTICLE 7
RISK OF LOSS

7.1 **Condemnation**. If, prior to the Closing, action is initiated to take a material portion of either Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either at or prior to Closing (a) terminate this Agreement, or (b) consummate the Closing, in which latter event all of Seller's assignable right, title and interest in and to the award of the condemning authority shall be assigned to Purchaser at the Closing and there shall be no reduction in the Purchase Price. "Material Portion shall be defined as any portion of the value which exceeds the sum of $100,000.00.

7.2 **Casualty**. Except as provided in Sections 4.3 and 5.1 of this Agreement, Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If either Property, or any part thereof, suffers any damage in excess of $100,000 prior to the Closing from fire or other casualty, which Seller, at its sole option,

does not elect to repair, Purchaser shall have the option to terminate this Agreement by written notice to Seller, and upon any such termination the Earnest Money, shall be promptly delivered to Purchaser and neither party shall have any further obligations to the other under this Agreement, except for the Surviving Obligations. If Purchaser does not elect to so terminate this Agreement due to such casualty within fifteen (15) days after said casualty occurs, the Closing shall proceed, in which event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expenses and costs incurred by Seller to repair or restore the Property and any portion of such proceeds paid or to be paid on account of the loss of rents or other income from the Property for the period prior to and including the Closing Date, all of which shall be payable to Seller), shall be assigned to Purchaser at the Closing. If the Property, or any part thereof, suffers any damage equal to or less than $100,000 prior to the Closing, Purchaser agrees that it will consummate the Closing and all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expenses and costs incurred by Seller to repair or restore the Property and any portion of such proceeds paid or to be paid on account of the loss of rents or other income from the Property for the period prior to and including the Closing Date, all of which shall be payable to Seller), shall be assigned to Purchaser at the Closing.

ARTICLE 8
DEFAULT

8.1 **Breach by Seller**. Except as Purchaser's remedies may otherwise be expressly limited by the terms of this Agreement (including, without limitation, the terms of Section 4.5):

(a) In the event that Seller shall fail to perform any of its obligations hereunder to be performed prior to Closing, for any reason other than Purchaser's default or a termination of this Agreement by Purchaser or Seller pursuant to a right to do so under the provisions hereof, Purchaser, as its sole and exclusive remedy (except for the Surviving Obligations), may undertake one of the following: (i) terminate this Agreement by delivering written notice to Seller and receive a refund of the Earnest Money; or (ii) seek the remedy of specific performance provided, however, that in order to be afforded the remedy of specific performance, such cause of action must be brought within thirty (30) days of the Closing Date.

8.2 **Breach by Purchaser**. If Purchaser defaults hereunder, Seller may terminate this Agreement and thereupon shall be entitled to the Earnest Money as liquidated damages (and not as a penalty) and as Seller's sole remedy and relief hereunder (except for the Surviving Obligations). Seller and Purchaser have made this provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and Seller and Purchaser agree that these sums represent reasonable compensation to Seller for such breach.

ARTICLE 9
FUTURE OPERATIONS

9.1 **Future Operations**. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller shall continue to operate and manage the Property in the ordinary course of business consistent with its operation and management prior to the Effective Date and in accordance with all of the material requirements of the Management Agreement.

ARTICLE 10
MISCELLANEOUS

10.1 **Notices**. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, addressed to such party at the address specified below; or (d) on the date delivered via facsimile transmission to the facsimile numbering below, as evidenced by printed confirmation with the successful electronic transmission of the message. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

To Purchaser:

Pelican Golf *LLC*
c/o Thomas C. Nash, II
Macfarlane Ferguson & McMullen
625 Court Street
Suite 200
Clearwater, FL 33756
Phone: (727) 441-8966
Fax: (727) 442-8470
Email: tcn@macfar.com

With a copy to:

c/o Thomas C. Nash, II
Macfarlane Ferguson & McMullen
625 Court Street
Suite 200

Clearwater, FL 33756
Phone: (727) 441-8966
Fax: (727) 442-8470
Email: tcn@macfar.com

To Seller:

Town of Bellair
901 Ponce de Leon Boulevard
Belleair, FL 33756
Attn: Micah Maxwell
Phone: (727) 588-3769 x 216
Fax; (727) 588-3767
Email: mmaxwell@townofbelleair.net

With a copy to:

David J. Ottinger, Esq.
Gray Robinson
401 East Jackson Street
Suite 2700
Tampa, Florida 33602
Telephone: (813) 273-5000
Facsimile: (813) 273-5145
Direct: (813)273-5278
E-mail: David.Ottinger@gray-robinson.com

If to Title Company/Escrow Agent:

First America Title Insurance Company
7360 Bryan Dairy Road
Suite 225
Largo, FL 33777
Attn: Chris LaChance
Tel: (727) 549-3400
Fax: (727) 549-3480
E-mail: CLachance@firstam.com

10.2 **Real Estate Commissions**. Neither Seller nor Purchaser has authorized any broker or finder to act on behalf of either such party in connection with the sale and purchase hereunder and neither Seller nor Purchaser has dealt with any broker or finder purporting to act on behalf of any other party. Purchaser agrees to indemnify and hold harmless Seller from and against any and all claims, losses, damages, costs or expenses of

any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Purchaser or on Purchaser's behalf with any broker or finder (other than Agents) in connection with this Agreement or the transaction contemplated hereby. Seller agrees to indemnify and hold harmless Purchaser from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Seller or on Seller's behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby, except with respect to Agents. Notwithstanding anything to the contrary contained herein, this Section 10.2 shall survive the Closing or any earlier termination of this Agreement.

10.3 **Entire Agreement**. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

10.4 **Amendment**. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 **Headings**. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 **Time of Essence**. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 **Governing Law**. This Agreement shall be governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in such State.

10.8 **Successors and Assigns and Assignment**. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Purchaser may freely assign Purchaser's rights under this Agreement to an entity owned or controlled by the members of Purchaser.

10.9 **Invalid Provision**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 **Attorneys' Fees**. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party

prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees incurred in such suit, including fees and costs incurred in connection with trial, appellate or bankruptcy proceedings

10.11 **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

10.12 INTENTIONALLY OMITTED.

10.13 INTENTIONALLY OMITTED.

10.14 **Effective Date**. As used herein the term "*Effective Date*" shall mean the last date either party executes and delivers a copy of the fully executed Agreement to the other party this Agreement, not including the Escrow Agent (whether in counterparts or not).

10.15 **Exhibits**. The following exhibits are attached to this Agreement and are incorporated into this Agreement by this reference and made a part hereof for all purposes:

(a) ***Exhibit A***, the legal description of the Land;

(b) ***Exhibit B***, Agreement recorded at O.R. Book 266, page 126, et seq.;

(c) ***Exhibit C***, the form of the Special Warranty Deed; and

(d) ***Exhibit D***, the form of the Assignment and Assumption of Personal Property, Service Contracts, Warranties and Leases.

10.16 **No Recordation**. Seller and Purchaser hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded of public record in Pinellas County, Florida, or any other county. Should Purchaser ever record or attempt to record this Agreement, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and, in addition to the other remedies provided for herein, Seller shall have the express right to terminate this Agreement by filing a notice of said termination in the county in which the Land is located.

10.17 **Merger Provision**. Except as otherwise expressly provided herein, any and all rights of action of Purchaser for any breach by Seller of any representation, warranty or covenant contained in this Agreement shall merge with the Assignment and other instruments executed at Closing, shall terminate at Closing and shall not survive Closing.

10.18 **Jury Waiver**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY PURCHASER AT CLOSING OR SELLER AT CLOSING, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY PURCHASER AT CLOSING AND SHALL SURVIVE THE CLOSING OF TERMINATION OF THIS AGREEMENT.

10.19 **Confidentiality**. **The terms and provisions of this Agreement, the negotiations between Purchaser and Seller and all information furnished to Seller, and its officers, partners, owners, agents, attorneys, accountants and consultants, by Purchaser, and its representatives, and all information furnished to Purchaser, and its officers, partners, owners, agents, attorneys, accountants and consultants, by Seller, and its representatives, relating to this Agreement, Seller and the Property shall be kept confidential by Seller and Purchaser and shall not be disseminated, disclosed or released by either party to any person, entity or party, except to each parties' respective attorneys, accountants, brokers, advisors, and owners, whom Seller and Purchaser shall require to abide by this confidentiality provision.**

10.20 **Like-Kind Exchange.** Purchaser and Seller acknowledge and agree that Purchaser (including designated assigns of the Purchaser, including persons acquiring undivided tenant-in-common interests in the Property as assigns or designees of Purchaser) and Seller (for purposes of this Section, the "Exchange Party") may assign their respective interests in this Agreement to an exchange facilitator for the purpose of completing an exchange of the Property in a transaction which will qualify for treatment as a tax deferred, like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1986 and applicable state revenue and taxation code sections (a "1031 Exchange"). The party other than the Exchange Party (the "Non-Exchange Party") agrees to provide reasonable cooperation requested by the Exchange Party in implementing any such assignment and 1031 Exchange, including the execution of any necessary documentation in connection therewith and/or payment of the Purchase Price to a facilitator identified by the Exchange Party, *provided* that such cooperation shall not entail any additional expense or liability to the Non-Exchange Party beyond its existing obligations under this Agreement and the Exchange Party shall reimburse the Non-Exchange Party, upon demand, for any expense incurred by the Non-Exchange Party relating to such 1031 Exchange, and *provided further*, that the Non-Exchange Party shall not be obligated to take title to any property, other than the Property, and no such exchange shall delay the Closing Date. Seller expressly acknowledges and agrees that Seller has been informed that

Purchaser intends to assign its interests hereunder and that the designated assignees may be persons or entities acquiring such interests in an undivided tenancy in common form. Seller agrees to cooperate with Purchaser and such designated assigns in achieving a Closing with such Seller and/or such designated assignees.

10.21 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Section 404.056(8), *Florida Statutes*.

ARTICLE 11
ESCROW

11.1 The parties hereto have mutually requested that the Escrow Agent act as escrow agent for the purpose of holding the Deposit in accordance with the terms of this Agreement.

11.2 The Deposit shall be deposited by the Escrow Agent in an account approved by Purchaser and Escrow Agent. If Purchasers chooses to have the funds placed into an interest bearing account, Purchaser shall provide Escrow Agent with a Form W-9 at the time the escrow funds are delivered to Escrow Agent. Interest earned on the Deposit shall be reported to the account of the Purchaser.

11.3 The Deposit shall be released or delivered to the party entitled thereto pursuant to this Agreement with reasonable promptness after the Escrow Agent shall have received notice:

(a) from Seller and Purchaser authorizing release or other disposition of the Deposit, or

(b) from Purchaser at any time on or prior to the Investigatory Period, where applicable, that Purchaser has terminated the Agreement;

(c) or, upon the occurrence of either of the following events:

(i) the Closing, at which time any portion of the Deposit not previously released shall be applied to the Purchase Price; or

(ii) the receipt by the Escrow Agent of a written notice from either Seller or Purchaser stating that an event has occurred under this Agreement entitling the party delivering such notice to the Deposit, whereupon the Escrow Agent shall deliver written notice (the "Default Notice") thereof to the other party and, unless such other party shall have delivered a written notice of objection to the Escrow Agent within ten (10) days following receipt by such other party of the Default Notice, the Escrow Agent shall deliver the Deposit to the party initially requesting the Deposit.

11.4 The Escrow Agent is to be considered as a depository only, shall not be deemed to be a party to any document other than this Agreement, and shall not be responsible or liable in any manner whatsoever for the sufficiency, manner of execution, or validity of any written instructions, certificates or any other documents received by it, nor as to the identity, authority or rights of any persons executing the same. The Escrow Agent shall be entitled to rely at all times on instructions given by Seller and/or Purchaser, as the case may be and as required hereunder, without any necessity of verifying the authority therefor.

(a) The Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith and without negligence. Seller and Purchaser agree to save and hold the Escrow Agent harmless and indemnify the Escrow Agent from any loss and from any claims or demands arising out of its actions hereunder other than any claims or demands arising from the Escrow Agent's gross negligence or willful misconduct.

(b) It is further understood by Seller and Purchaser that if, as a result of any disagreement between them or adverse demands and claims being made by any of them upon the Escrow Agent, or if the Escrow Agent otherwise shall become involved in litigation with respect to this Agreement, the Escrow Agent may deposit the Earnest Money with a court of competent jurisdiction and/or in accordance with the order of a court of competent jurisdiction and in any such event, Seller and Purchaser agree that they, jointly and severally, are and shall be liable to the Escrow Agent and shall reimburse the Escrow Agent on demand for all costs, expenses and reasonable counsel fees it shall incur or be compelled to pay by reason of any such litigation. Seller and Purchaser agree between themselves that each shall be responsible to advance one-half of all amounts due the Escrow Agent pursuant to this Section 11.4, provided that any such advance by Seller or Purchaser as a result of any dispute or litigation between them shall be without prejudice to its right to recover such amount as damages from the breaching party.

(c) In taking or omitting to take any action whatsoever hereunder, the Escrow Agent shall be protected in relying upon any notice, paper, or other document believed by it to be genuine, or upon evidence deemed by it to be sufficient, and in no event shall the Escrow Agent be liable hereunder for any act performed or omitted to be performed by it hereunder in the absence of negligence or bad faith.

(d) Escrow Agent may consult with counsel of its own choice and shall be authorized to take any action hereunder in good faith and in accordance with the advice of such counsel; provided, that nothing contained herein shall be deemed to impose any liability or obligation on such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts of omissions of any kind unless caused by its willful misconduct or gross negligence.

(e) Escrow Agent may resign upon ten (10) days' written notice to the Seller and the Purchaser. If a successor is not appointed within this ten (10) day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

(f) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

11.5 Upon the satisfaction of the mutual obligations of the parties hereunder, Escrow Agent shall promptly submit for recording or filing, as applicable, all appropriate instruments delivered to it at the Closing.

11.6 The Seller and the Purchaser, on behalf of themselves, their partners, members, affiliates, officers, directors, shareholders, agents, and their respective successors and assigns, as the case may be, hereby unconditionally release the Escrow Agent, its officers, directors, successors and assigns, from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, unless caused by Escrow Agent's willful misconduct or gross negligence, and agree to indemnify Escrow Agent, its officers and directors, successors and assigns, and hold them harmless from any expenses, fees, or charges of any character or nature, which they may incur or with which they may be threatened by reason of this Escrow Agreement or the subject matter hereof, except to the extent that they are incurred as a result of Escrow Agent's willful misconduct or gross negligence.

SIGNATURES APPEAR ON FOLLOWING PAGE

SELLER:

Date of Execution by Seller:

_____, 2016

TOWN OF BELLEAIR, a Florida municipal corporation

By:_____

Name: _____

PURCHASER:

Date of Execution by Purchaser:

FEBRUARY 18, 2016

PELICAN GOLF LLC, a Florida limited liability company

By:_____

Name: Daniel M Doyle JR.

TOWN OF BELLEAIR, a municipal authority

Date of Execution by Town Attorney:

_____, 2016

By:_____

Name: David J. Ottinger, Town Attorney, Gray-Robinson

The undersigned Escrow Agent hereby acknowledges receipt of a copy of this Agreement, and agrees to hold and dispose of the Earnest Money in accordance with the provisions of this Agreement.

ESCROW AGENT:

Date of Execution by Escrow Agent:

_____, 2016

FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____

Name: _____

Title: _____

EXHIBIT A
To Purchase And Sale Agreement

THE REAL PROPERTY

SEE ATTACHED

FLORIDA DESIGN CONSULTANTS, INC.

PELICAN GOLF COURSE

BOUNDARY SURVEY

EXHIBIT B

To Purchase and Sale Agreement

SEE ATTACHED

AGREEMENT

WHEREAS, E. A. Mullen, hereinafter referred to as the Trustee, holds title to certain property in the Town of Belleair as Trustee under Declaration of Trust recorded in Deed Record 1039, page 586, public records of Pinellas County, Florida; and

WHEREAS, said property includes certain tracts now being used, in whole or in part, in connection with the operation of a golf course known as the Pelican Golf & Country Club; and

WHEREAS the operation of said golf course will be facilitated by certain changes to be made in the plat of Tract "B" as hereinafter set forth; and

WHEREAS the Town of Belleair, hereinafter referred to as the Town, is willing to cooperate with the Trustee in the belief that the continued operation of the Pelican Golf & Country Club will benefit the Town and its citizens;

NOW THEREFORE, in consideration of the mutual benefits to be derived from this agreement, the parties agree as follows:

1. That the Trustee shall prepare a revised plat of the area described as Tract "B" on the map of "A Subdivision of Belleair Estates East of Indian Rocks Road" as recorded in Plat Book 18, pages 52 to 57, inclusive, Pinellas County records.

2. That the Town shall vacate that part of Golf View Drive lying between Althea Road and Poinsettia Road, and that part of Park Avenue lying East of Indian Rocks Road.

3. The Town hereby confirms its former action in renouncing any rights in or to the area described as Country Club Park, and recognizes the fact that this area constitutes private property and is owned by the Trustee.

LAW OFFICES OF CHAMBLIN & HOUSE
CLEARWATER, FLORIDA

EXHIBIT "B" TO PURCHASE & SALE AGREEMENT

4. The Town agrees to approve and accept the revised plat of Tract "B", which revised plat shall include the following:

a. The area designated Tract "B" on the map above referred to.

b. That part of Golf View Drive lying between Althea Road and Poinsettia Road.

c. That part of Park Avenue lying East of Indian Rocks Road, said Park Avenue being platted as a boulevard 120 feet in width with a double driveway and a park way between the driveways.

d. The area or areas designated as Country Club Park.

5. The Trustee agrees that for a period of fifty years from and after the date of this agreement, the general area now occupied by the Belleair Golf and Country Club shall be used for no purpose other than the operation of a golf course. Certain portions of Tract "A" and Tract "C" shall be used for the playing area, as at present. All of Tract "B", as revised, shall be used for the club house, automobile parking areas, and similar accessory uses in connection with the golf course and country club, and for no other purpose.

6. The parties recognize the fact that the entire areas of Tracts "A" and "C" are not used as the playing field of the golf course, and that there is sufficient room along the perimeters of these tracts for the platting of single family residential building lots, or the enlargement of existing building lots, without interference with the golf course. The Trustee intends to plat certain new lots, and to enlarge some existing lots, as shown by red shading on a map of the golf course and surrounding areas, delivered to the Town of Belleair simultaneously with the Agreement and filed among the Town records; but the Trustee agrees that any platting

LAW OFFICES OF
TRAVIS & HOBBS
OF CLEARWATER BANK BLDG.
CLEARWATER, FLORIDA

of new lots and any enlargement of existing lots will be done in such a manner that there will be no substantial interference with the use and operation of a full eighteen hole golf course and practice fairway on the general area now occupied by the Pelican Golf and Country Club.

7. This agreement shall be considered as a covenant running with the land, and shall be binding on all present and future owners of Tract "A", Tract "B" as revised, and Tract "C", Plat Book 18, page 52, to 57, inclusive, Pinellas County records.

IN WITNESS WHEREOF The parties hereto have set their hands and seals this 25th day of July, A. D. 1956.

Signed, sealed and delivered in presence of:

(SEAL)
As Trustee

TOWN OF BELLEAIR

Mayor

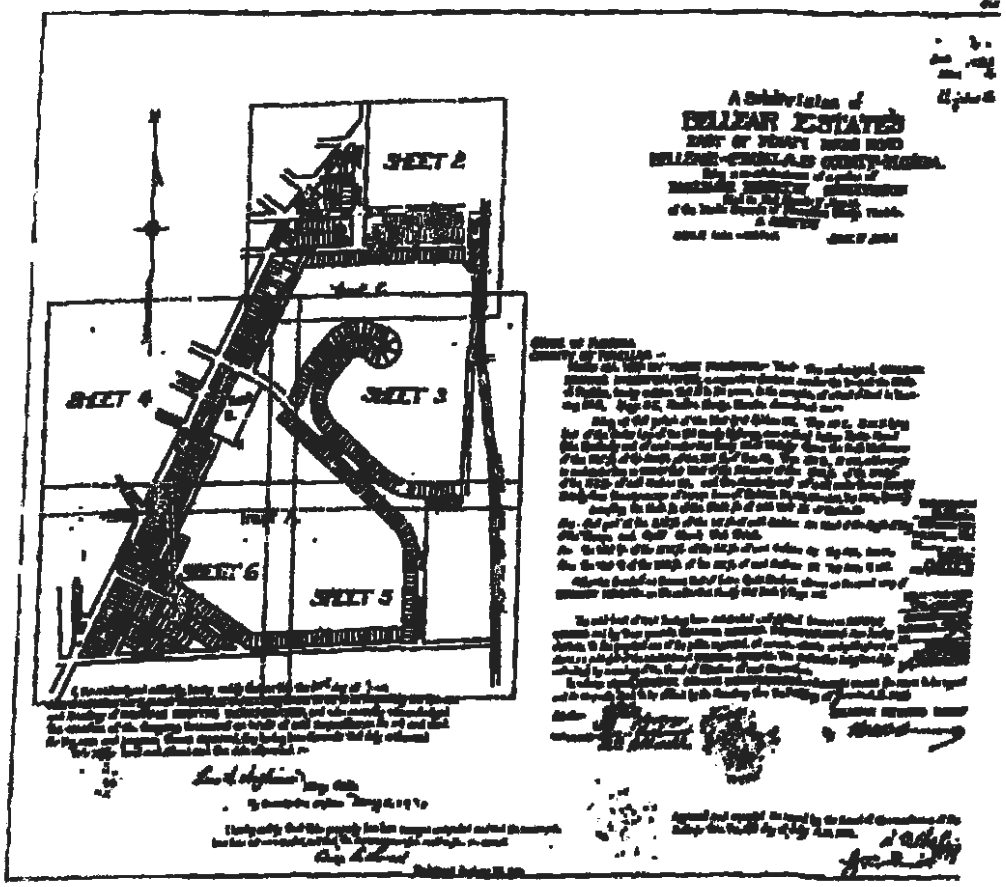
Clerk

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared E. A. Mullen as Trustee under Declaration of Trust recorded in Deed Record 1059, page 586, Pinellas County Records, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of July, A.D. 1956.

Notary Public


A Subdivision of
SHEET 2
SHEET 4
SHEET 3
SHEET 6
SHEET 5

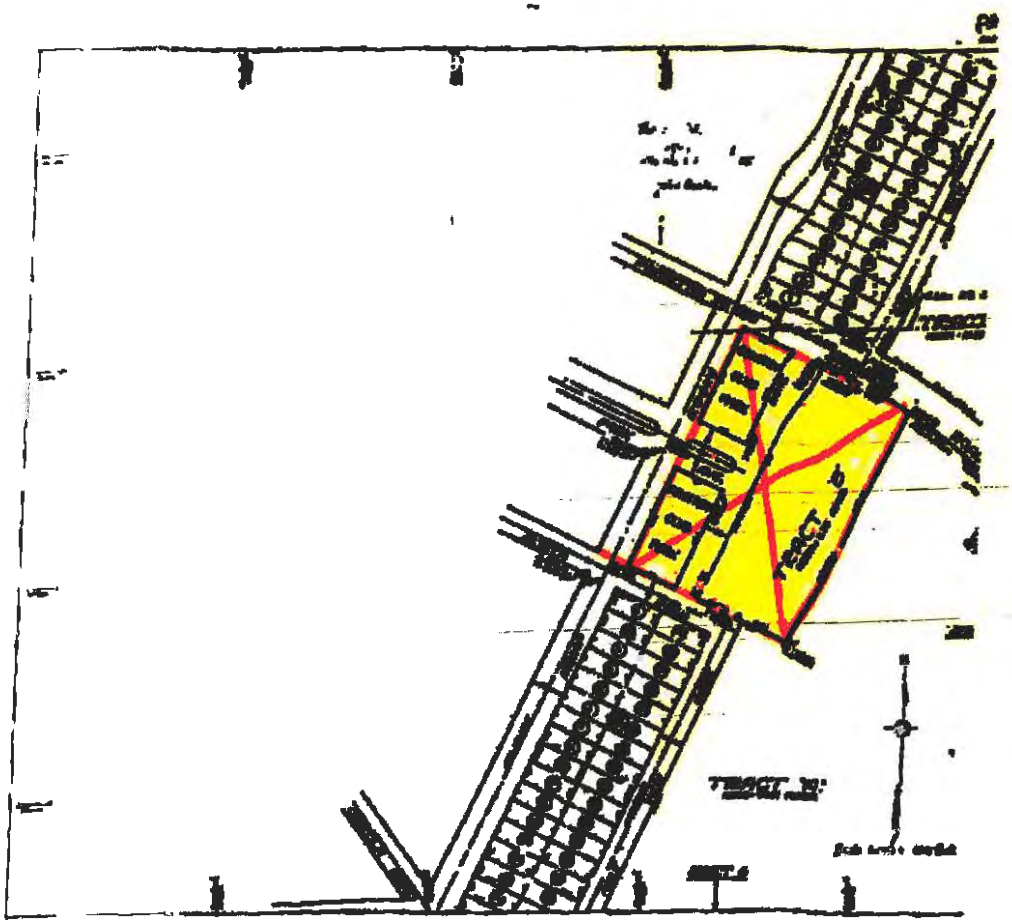


EXHIBIT C
To Purchase And Sale Agreement

PREPARED BY AND AFTER
RECORDING RETURN TO:

_____

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of the _____ day of _____, 2016, by ***SELLER** ("Grantor"), whose address is ***SELLER'S ADDRESS**, to ***PURCHASER** ("Grantee"), whose address is ***PURCHASER'S ADDRESS**.

WITNESSETH:

That Grantor, its successors and assigns, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and do hereby grant, bargain, sell, alien, remise, release, convey, and confirm, to Grantee, and Grantee's successors and assigns forever, the following described parcel of real property located in Pinellas County, Florida, to-wit:

REAL PROPERTY DESCRIBED IN **EXHIBIT A**
ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with Grantee that except with respect to ad valorem taxes for the year of closing and subsequent years, and all reservations, restrictions, limitations, declarations, easements, encumbrances, and all matters set forth in Exhibit A, without intending to reimpose any of same, the real property is free and clear of all claims, liens and encumbrances, and Grantor hereby fully warrants the title to the above-described

real property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed and delivered effective as of the date and year first stated above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

***SELLER**

_____
[Witness Signature Above]

_____
[Print Witness Name Above]

_____
[Witness Signature Above]

_____
[Print Witness Name Above]

By:_____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of ***MONTH,** 2016, by ***NAME OF OFFICER,** as the ***TITLE** of ***SELLER,** who either *[CHECK ONE]* _____ is personally known to me or ____ has produced _____ as identification.

_____
NOTARY PUBLIC *[Signature Above]*
State of _____
Print Name:_____
My Commission Expires:_____

(NOTARIAL SEAL)

The following information is provided pursuant to Florida Statutes Section 689.02(2):

Property Appraiser's Parcel Identification Number (if available): _____

EXHIBIT D
To Purchase And Sale Agreement

ASSIGNMENT AND ASSUMPTION OF PERSONAL PROPERTY, WARRANTIES AND LEASES

STATE OF FLORIDA §
§
COUNTY OF _____ §

_____ ("*Grantor*"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by _____, a _____ limited liability company ("*Grantee*"), the receipt and sufficiency of which are hereby acknowledged, has Granted, Sold, Assigned, Transferred, Conveyed, and Delivered and does by these presents Grant, Sell, Assign, Transfer, Convey and Deliver unto Grantee, all of Grantor's rights, titles, and interests in and to the following described properties located in, affixed to, and/or arising or used in connection with the improved property with parking and other amenities (the "*Project*") situated on the land in the County of Pinellas, State of Florida, more particularly described on ***Exhibit A*** attached hereto and made a part hereof for all purposes (the "*Land*," which together with the Project is sometimes hereinafter called the "*Property*"):

(a) All fixtures, equipment, machinery, building materials, furniture, furnishings, and other personal property owned by Grantor, including the name "_____" (the "*Personal Property*"), and located on, attached to, or used in connection with the operation and maintenance of the Property;

(b) Any leases for space in the Project (the "*Leases*"), together with security and other deposits owned or held by Grantor pursuant to the Leases, which Leases and security deposits are described on ***Exhibit B*** attached hereto; and

(c) The assignable licenses and permits relating to the ownership and operation of the Property described on ***Exhibit C*** attached hereto; and

(d) Any assignable warranties and guaranties relating to the Property or any portion thereof (collectively, the "*Warranties*").

Grantor and Grantee hereby covenant and agree as follows:

(i) Grantee accepts the aforementioned assignments and Grantee assumes and agrees to be bound by and timely perform, observe, discharge, and otherwise comply with each and every one of the agreements, duties, obligations, covenants and undertakings upon the lessor's part to be kept and performed under the Leases.

(ii) Grantee hereby indemnifies and agrees to hold harmless Grantor from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever (including, without limited the generality of the foregoing, reasonable attorneys' fees and court costs) which Grantor may incur, sustain, or suffer, or which may be asserted or assessed against Grantor on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties, and liabilities under the Leases, or any of them, arising from and after the date hereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Assignment of Personal Property, Warranties and Leases to be effective on _____, 2016.

GRANTEE: _____, a _____

Date of Execution by Grantee:

_____

By: _____
Name: _____
Title: _____

STATE OF_____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, the _____ of _____, on behalf of said entity.

Notary Public, State of Florida

[NOTARIAL SEAL]

Name printed
My Commission Expires: _____

GRANTOR:

Date of Execution by Grantor:

_____

By:_____

STATE OF FLORIDA §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, the _____ of _____, on behalf of said entity.

_____
Notary Public in and for said

County and State

Printed

Name_____

My Commission Expires: _____

G:\atty\tm\doyle\pelicangolfllc\purchase and sale agmt.–2-16'16

THIRD ADDENDUM TO CONTRACT

THIS THIRD ADDENDUM TO CONTRACT, effective on the date of execution hereof by both of the undersigned arties, modifies the terms and conditions contained in that certain Purchase and Sale Agreement dated the 18th day of February, 2016, as amended by First Amended to Contract dated November 1, 2016 and Second Amendment to Contract dated Novembe 15, 2016 by and between TOWN OF BELLEAIR, as Seller, and PELICAN GOLF LLC as Buyer relating to the property commonly described as 1501 Indian Rocks Road, Belleair, FL 33756 (the "Contract").

WHEREAS, following the Seller obtaining an independent appraisal of the Property pursuant to Section 4.7 of the Contract, Seller and Buyer have agreed to an adjustment of the Purchase Price for the Property; and

WHEREAS, Seller and Buyer desire to confirm the final Purchase Price by amendment to the Contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 2.1 is amended to change the Purchase Price of the Property to THREE MILLION FIVE HUNDRED THOUSAND and NO/100 Dollars ($3,800,000.00).

2. This Third Addendum to Contract shall be effective on the date is fully executed by both Seller and Buyer as indicated by their signatures below.

All other terms and conditions of the Contract, as previously amended, remain unchanged.

IN WITNESS WHEREOF, this Third Addendum has been executed by the parties hereto on the date indicated below.

SELLER:

Date of Execution by Seller:

_____, 2017

TOWN OF BELLEAIR, a Florida municipal corporation

By:_____
Name: _____

PURCHASER:

Date of Execution by Purchaser:

_____, 2017

PELICAN GOLF LLC, a Florida limited liability company

By:_____
Name:_____

TOWN OF BELLEAIR, a municipal authority

Date of Execution by Town Attorney:

_____, 2017

By:_____

Name: David J. Ottinger,
Town Attorney, Gray-Robinson

DEED IN ESCROW AGREEMENT

THIS DEED IN ESCROW AGREEMENT ("*Agreement*") is made by and among **TOWN OF BELLEAIR, a Florida municipal corporation,** whose mailing address is: 901 Ponce de Leon Boulevard, Belleair, FL 33756 ("*Seller*"); **PELICAN GOLF LLC, a Florida limited liability company,** whose mailing address is: 625 Court Street, Suite 200, Clearwater, FL 33756 ("*Purchaser*"); and **GRAY ROBINSON, P.A., a Florida professional association**, whose mailing address is: 402 E. Jackson Street, Suite 2700, Tampa, FL 33602 ("*Escrow Agent*").

This Agreement is made under the following circumstances:

A. Seller and Purchaser are the parties to that certain Purchase and Sale Agreement (the "*Sales Contract*") bearing Dates of Execution by Seller on February 11, 2016, by Purchaser on February 18, 2016, and by Seller's Town Attorney on February 18, 2016.

B. The Sales Contract provides the terms and conditions pursuant to which certain property currently owned by Seller (the "Property", as defined and more particularly described therein, which Property includes, but is not limited to, certain "Land" as described in Exhibit "A" to the Sales Contract, and all structures and improvements on the Land) will be conveyed to Purchaser.

C. The subject Land is and has been used for many years as a golf course known as the Belleview Biltmore Golf Course or Pelican Golf Course, and contains a clubhouse and other facilities and amenities directly related to golf course operations. It is the intention of Purchaser, after the closing of its purchase of the Property from Seller, to undertake extensive renovations, modifications and rebuilding of the golf course, the clubhouse and other facilities and amenities on the Land, including removal and replacement of non-indigenous trees and vegetation, wetlands enhancement, and creation of natural bird and animal habitat, all in accordance with applicable laws, ordinances and regulations (collectively, the "*Course Renovations*").

D. Section 4.6 of the Sales Contract (entitled "Special Condition Regarding Future Use of Golf Course.") establishes a special condition (defined therein as the "Green Space Condition") of Seller's obligation to sell pursuant to the terms of the Sales Contract: the implementation of a mechanism to assure that all portions of the Land currently being used for golf play purposes shall, in perpetuity, remain designated as green space and not be made subject to development.

E. This Agreement, and the terms and conditions set forth herein, constitute the mechanism chosen and mutually agreed upon by Seller and Purchaser to effectuate the Green Space Condition under Section 4.6 of the Sales Contract.

F. Seller and Purchaser desire to designate Gray Robinson, P.A., as Escrow Agent under this Agreement, and Gray Robinson, P.A., has agreed to accept such designation in accordance with the terms hereof.

G. This Agreement shall survive the closing of the sale from Seller to Purchaser pursuant to the Sales Contract, and shall by no means be deemed merged into the deed executed and delivered by Seller in favor of Purchaser in effecting that sale.

NOW, THEREFORE, in consideration of the mutual promises and agreements made by Seller and Purchaser in the Sales Contract, including Section 4.6 thereof, the further provisions of this Agreement, the Agreement for Future Grant of Easement in Exhibit "A" hereof, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller, Purchaser and Escrow Agent hereby covenant and agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated into this Agreement as substantive provisions hereof for all purposes, to the same force and effect as if repeated verbatim herein. Capitalized terms used in the Sales Contract and not otherwise defined in this Agreement shall have the meaning ascribed to them in the Sales Contract.

2. Reconveyance Deed in Escrow. Seller and Purchaser have entered into a certain Agreement for Future Grant of Easement, a true copy of which is attached hereto as Exhibit "A" hereof. To secure Purchaser's timely delivery to Seller of the duly finalized and executed original Perpetual Conservation Easement as provided in Section 3(a) below and in accordance with the Agreement for Future Grant of Easement, at or about the same time as the making of this Agreement, Purchaser has executed and delivered to Escrow Agent, in escrow, the original of that certain Special Warranty Deed to Seller (the "*Reconveyance Deed*"), a true copy of which is attached hereto as Exhibit "B" hereof. The Reconveyance Deed, if delivered to Seller, would serve to reconvey to Seller the Property that is the subject of the Sales Contract, whereupon the Sales Agreement, this Agreement, and the Agreement for Future Grant of Easement would terminate, except for this Section 2.

Further, if Purchaser shall desire to convey title to the Land or any of the other Property to any third party(ies) prior to the release of the Reconveyance Deed from escrow hereunder, then, as conditions precedent to such conveyance, (a) Purchaser shall give prior written notice of same to Seller and (b) prior to making such conveyance, Purchaser shall obtain and deliver to Seller in writing (i) the agreement of such third party(ies) to assume and agree to be jointly and severally liable to Seller (and jointly and severally with Purchaser, if Purchaser is to retain a title interest in the Land and/or other Property) for the covenants and obligations of Purchaser under this Agreement and the Agreement for Future Grant of Easement in Exhibit "A" hereof to the extent that the same, or any part of same, remain executory in any respect at that time, including finalization, and execution and delivery, of the Perpetual Conservation Easement in accordance with Section 3(a), below; and (ii) an executed revision of the Reconveyance Deed to include due execution thereof by such third party(ies), as well as by Purchaser if Purchaser is to retain a title interest in the Land, which revision shall be substituted for Exhibit "B" hereof upon receipt by Escrow Agent.

Escrow Agent hereby acknowledges its receipt of the original executed Reconveyance Deed, and agrees to hold the same in escrow pursuant to the terms and provisions of this Agreement. It is the agreement and understanding of Seller and Purchaser that, in the event that Purchaser fails to timely deliver to Seller the duly finalized and executed original Perpetual Conservation Easement in accordance with the Agreement for Future Grant of Easement in Exhibit "A", then Seller shall be unconditionally entitled to obtain the original executed Reconveyance Deed from Escrow Agent and record the same in the public records of Pinellas County, Florida, in which event Purchaser will promptly (i) pay all construction and other costs for the Course Renovations then unpaid, indemnifying Seller for all third party claims therefor and all expenses, including reasonable attorneys' fees, incident thereto, and (ii) pay or reimburse Seller for all Reconveyance Deed recording fees and applicable transfer taxes.

3. Perpetual Conservation Easement. Pursuant to the Agreement for Future Grant of Easement in Exhibit "A" hereof) made by Seller and Purchaser before or concurrently with making this Agreement, Purchaser has agreed to execute and deliver the following:

(a) **To Seller**: a perpetual conservation easement (the "*Perpetual Conservation Easement*" substantially in the form of Exhibit "C" to this Agreement). The time for the Purchaser's due execution and delivery of the finalized and executed Perpetual Conservation Easement shall be in accordance with the Section of the Agreement for Future Grant of Easement entitled "Time of Easement Grant." Seller and Purchaser acknowledge and agree that (i) finalizing certain aspects of the Easement must necessarily follow Purchaser's completion of the Course Renovations (e.g., the legal description of the golf course itself upon such completion), and (ii) the Easement's perpetual term and express limitation to use of the Land occupied by the playing green space of the golf course shall remain in accordance with the Recreation/Open Space (ROS) land use category pursuant to the Comprehensive Plan of the Town of Belleair and any related enactments by the Town applicable to that Recreation/Open Space (ROS) land use category, as provided in Exhibit "C" hereof, except and only if Seller, in its sole and absolute discretion, shall agree to any modification thereof.

(b) **To Escrow Agent**: the original of the Reconveyance Deed in the form of Exhibit "B" hereof, duly executed by Purchaser. The time for delivery to Escrow Agent of the finalized and duly executed Reconveyance Deed shall be at, and in any event prior to the consummation of, the closing of the sale from Seller to Purchaser under the Sales Contract. The execution of this Agreement by Escrow Agent shall constitute acknowledgement of receipt by Escrow Agent of the original of the Reconveyance Deed as executed by Purchaser.

4. Release of the Reconveyance Deed from Escrow. Escrow Agent shall promptly release the original of the Reconveyance Deed from escrow and effect the delivery thereof, as follows:

(a) **To Purchaser**, upon Escrow Agent's receipt of written instructions by Seller to do so. Purchaser hereby agrees to promptly destroy the original of the Reconveyance Deed upon Purchaser's receipt thereof; or

(b) **To Seller**, upon Escrow Agent's receipt of written instructions by Seller to do so, setting forth therein that an Event of Default under Section 5 of this Agreement has occurred, and the nature of the Event of Default involved; or

(c) Upon Escrow Agent's receipt of, and in accordance with, joint written instructions to Escrow Agent by Seller and Purchaser.

Upon Escrow Agent's release and delivery of the original of the Reconveyance Deed, as aforesaid, this Agreement shall cease and terminate.

5. Events of Default. The occurrence of any of the following shall each constitute an Event of Default by Purchaser under this Agreement:

(a) Purchaser's failure to either timely commence, or timely complete, the Course Renovations pursuant to Purchaser's Development Agreement with Seller.

(b) The filing with any governmental agency of any application by, on behalf of, or with the authorization of Seller, to allow development or vertical construction of or on all or any part of the Land currently being used for golf play purposes.

(c) Purchaser's use of any part of the Land occupied by the playing green space of the golf course other than in accordance with the Recreation/Open Space (ROS) land use category pursuant to the Comprehensive Plan of the Town of Belleair and any related enactments by the Town applicable to that Recreation/Open Space (ROS) land use category or golf courses generally.

(d) Purchaser's failure to timely deliver to Seller the Perpetual Conservation Easement, duly executed and as finalized in accordance with this Agreement and the Agreement for Future Grant of Easement in Exhibit "A" hereof.

If any Event of Default occurs, then Seller shall have the absolute and unconditional right, at any time thereafter and at its option, in its sole and absolute discretion, and without prior notice to Purchaser, to cause or direct Escrow Agent via written instructions to release from escrow and deliver to Seller the original of the executed Reconveyance Deed, notwithstanding any directions or instructions from Purchaser to the contrary. Accordingly, Purchaser hereby directs Escrow Agent to disregard any such directions or instructions from Purchaser, and this provision shall be irrevocable.

Further, if any Event of Default occurs and the original of the executed Reconveyance Deed is released by Escrow Agent and delivered to Seller, then Seller shall automatically become the owner of the Property, including the Course Renovations by Purchaser on the Land, free and clear of all claims of Purchaser or any person or entity arising by, through or under Purchaser.

6. Purchaser's Acknowledgment. Purchaser acknowledges and agrees, at the time the Reconveyance Deed may be released from escrow hereunder to Seller, (a) that the Reconveyance Deed is intended to effect a present and absolute conveyance and unconditional transfer, for adequate consideration, of the Land, the Course Renovations by Purchaser, the other property described therein as conveyed thereby and, to the full extent assignable, all licenses, rights, and privileges associated therewith; (b) that Purchaser shall promptly after such transfer vacate the Property and remove therefrom, at its sole cost and expense, all property that is not conveyed to Seller under the Reconveyance Deed; and (c) that Seller and/or its designees or assigns shall, upon such transfer, have the immediate right to possess, occupy, operate, use, enjoy, sell, and transfer the same or any part thereof for its or their own account, at its or their sole and absolute discretion. Purchaser hereby absolutely and unconditionally, with the advice of and after consultation with Purchaser's counsel, expressly waives any right to assert any common law or statutory right of redemption or reinstatement with respect to the transfer of the Property to Seller pursuant to the Reconveyance Deed.

7. Further Assurances. If Seller instructs Escrow Agent to release the Reconveyance Deed to Seller from escrow, then Purchaser shall execute and deliver to Seller such further documents, deliveries, certificates, lien releases and forms as Seller shall reasonably require in writing that Purchaser provide to transfer the entire property conveyed by the Reconveyance Deed to Seller, including such affidavits, confirmations, and

acknowledgments as any title insurance company shall reasonably require in order to insure Seller's title pursuant to or deriving from the Reconveyance Deed.

8. Specific Performance. The provisions of this Agreement may be enforced by an action for specific performance.

9. No Escrow Agent Liability. Seller and Purchaser each waives, releases, and covenants not to assert any claims of any kind against Escrow Agent, including any claims for equitable relief, except in the event of Escrow Agent's willful misconduct or gross negligence. In the event of any dispute regarding this Agreement, any claims of Seller and/or Purchaser shall be resolved solely between those parties.

10. Duties of Escrow Agent. Escrow Agent shall have no duties or responsibilities with respect to the subject matter of this Agreement other than those expressly set forth herein. Without limiting the generality of the foregoing, except as expressly set forth herein, Escrow Agent shall have no duty to enforce any obligation of any person, and shall have no liability or responsibility to the other parties hereto, or to anyone else, by reason of any failure on the part of any party hereto or any other person to perform their respective obligations.

11. No Responsibility. In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document, or item deposited with it; shall have no responsibility other than to faithfully follow the instructions contained herein; shall not be responsible for the validity or enforceability of any security interest of any party; and shall be fully protected in acting in accordance with any written instrument, directive or instructions given to it pursuant to this Agreement and reasonably believed by Escrow Agent to have been signed by the proper person. Unless Escrow Agent has actual knowledge of contrary facts, Escrow Agent may conclusively assume, without further inquiry, that any person purporting to give any notice hereunder has been duly authorized to do so. In the event that, for any reason, there is any dispute or Escrow Agent is uncertain concerning any action to be taken hereunder, Escrow Agent shall have the right to take no action until it shall have received identical or joint written instructions from Purchaser and Seller, and/or any other person or entity having an interest in the Property, or until directed by a judgment or order of a court of competent jurisdiction in the State of Florida or a federal court therein, whereupon Escrow Agent shall take such action as shall be in accordance with such instructions, or such judgment or order.

12. No Liability. It is specifically understood and agreed that the duties of Escrow Agent hereunder are purely ministerial in nature. Escrow Agent shall not be liable to the other parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, except for acts of willful misconduct or gross negligence. Unless Escrow Agent has actual knowledge of contrary facts, Escrow Agent may rely conclusively upon, without further inquiry, and shall be protected in acting upon, any order, notice, demand, certificate, opinion, or advice of Escrow Agent's counsel, statement, instrument, report, or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is reasonably believed by Escrow Agent to be genuine and to be signed or presented by proper and duly authorized person(s). At the option of Escrow Agent, Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination, or rescission of this Agreement, or of any of the terms hereof, unless evidenced by a final judgment or order of a court of competent jurisdiction in the State of Florida or a federal court therein, or a writing delivered to Escrow Agent signed by the proper

party or parties. Further, except for a court judgment or order, if the duties or rights of Escrow Agent are affected by any notice, demand, paper or document of the type mentioned in this Section, Escrow Agent shall not be bound thereby unless it shall give its prior written consent thereto.

13. Determination of Facts. Unless Escrow Agent has actual knowledge or shall have received written notice of contrary facts from a proper person(s), Escrow Agent shall have the right to assume that a fact or an event by reason of which an action would or might be taken by Escrow Agent does/does not exist, or has/has not occurred, without incurring liability to Purchaser, Seller and/or anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, in reliance upon such assumption.

14. Indemnification. Except in connection with Escrow Agent's willful misconduct or gross negligence, Escrow Agent shall be indemnified and held harmless jointly and severally by Purchaser and Seller from and against any and all costs, expenses or losses suffered by Escrow Agent, including reasonable attorneys' fees (or the fair value of legal services rendered by Escrow Agent on behalf of itself), in connection with any action, suit, or other proceeding involving any claim, which arises out of or relates to this Agreement (including any claim made by Purchaser and/or Seller against Escrow Agent), the services of Escrow Agent hereunder or the documents and instruments held by it hereunder. Promptly after the receipt by Escrow Agent of notice of any demand or claim, or of the commencement of any action, suit, or proceeding, Escrow Agent shall, if a claim in respect thereof is to be made against Purchaser and/or Seller, promptly notify such party(ies) in writing, *provided, however*, that the failure by Escrow Agent to give such notice shall not relieve Purchaser and/or Seller from any liability which such party(ies) may have to Escrow Agent hereunder or with respect hereto.

15. Resignation. Any Escrow Agent hereunder may resign as such upon giving five (5) days' prior written notice to that effect to each of Purchaser and Seller. In each such event, the successor Escrow Agent shall be a reputable law firm, or a nationally recognized title insurance company, selected by Seller and reasonably acceptable to Purchaser. The successor Escrow Agent shall execute and deliver a written acknowledgement of its succession as Escrow Agent to Purchaser, Seller and Escrow Agent, whereupon the resigning Escrow Agent shall deliver to (and be entitled to an immediate written receipt from) its successor as Escrow Agent, the Reconveyance Deed and any related documentation then held by the resigning Escrow Agent. Upon such delivery, the successor Escrow Agent shall hold the Reconveyance Deed and any related documentation delivered to it therewith pursuant to the terms and provisions of this Agreement. If no such successor Escrow Agent has been designated on or before the effective date of the resigning Escrow Agent's resignation, its obligations as Escrow Agent shall continue until such successor is appointed, *provided, however*, the resigning Escrow Agent's sole obligation thereafter shall be to safely keep all documents and instruments then held by it and to deliver the same to a successor Escrow Agent once designated, or until such delivery is directed by a final order or judgment of a court of competent jurisdiction in the State of Florida or a federal court therein, whereupon Escrow Agent shall make disposition thereof in accordance with such order or judgment. If no successor Escrow Agent is designated and qualified within five (5) days after a resigning Escrow Agent's resignation is effective, then such resigning Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent. Further, an Escrow Agent may at any time resign by depositing or interpleading the Reconveyance Deed and any related documentation then held by the Escrow Agent with any court of competent jurisdiction, and duly notifying Purchaser and Seller that the Escrow Agent has done so.

16. Representation of Parties. Purchaser acknowledges that the undersigned Escrow Agent is legal counsel to the Seller with respect to the subject matter of this Agreement, and hereby agrees that said Escrow Agent shall nevertheless be entitled to represent Seller in any matter, including any litigation in connection herewith.

17. Time. Time is of the essence of this Agreement and every provision hereof, including Exhibits attached hereto. All relevant time periods shall be calculated in calendar days.

18. Mortgages on the Land. While Seller, pursuant to the Sales Contract, is conveying the Land to Purchaser free and clear of all mortgages and other liens, Seller acknowledges that Purchaser intends to finance all or part of the Course Renovations through one or more third parties, and to secure such financing by mortgages or similar security instruments. Nothing in this Agreement shall be construed to prevent or limit Purchaser's doing so, *provided, however*, that each such mortgage or similar security instrument shall expressly provide that, in the event that Seller becomes the owner of the Land or any of the other Property under the Sales Contract during the term of the third party financing, (a) Seller shall be exempt from the operation of any due-on-sale and similar rights of the mortgagee or secured party; (b) Seller shall have the right to take title to the Land and assume the third party financing without any underwriting qualification or change in financing terms, and free of any assumption-related fees or other charges by the mortgagee or secured party; and (c) the mortgagee or secured party shall be bound to expressly subordinate its mortgage or security instrument to the Perpetual Conservation Easement in Exhibit "C", subject to the provisions of Section 3(a), above. However, for the avoidance of doubt, notwithstanding the requirement that any mortgagee or secured party subordinate to the Perpetual Conservation Easement as aforesaid, the shall be no requirement for such subordination to the rights or interests of Seller under the Reconveyance Deed, or to any other instrument conveying ownership to Seller of the Land or any of the other Property under the Sales Contract.

19. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall collectively constitute one and the same instrument, and all of which may be collated to physically form a single instrument.

20. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement may not be changed or amended except by a writing signed by each of Seller, Purchaser and Escrow Agent. Unless otherwise expressly provided, as used in this Agreement, the term "including" and its derivatives shall be without limitation, and the term "hereof" and its derivatives shall refer to the entirety of this Agreement, rather than to any particular section, paragraph, subsection, subparagraph or other part of this Agreement. This Agreement shall bind and inure to the benefit of Seller, Purchaser, Escrow Agent, and their respective successors and assigns.

SIGNATURES APPEAR ON FOLLOWING PAGE(S)

SELLER:

Date of Execution by Seller:

_____, 2017

TOWN OF BELLEAIR, a Florida municipal corporation

By:_____
Name: _____

PURCHASER:

Date of Execution by Purchaser:

_____, 2017

PELICAN GOLF LLC, a Florida limited liability company

By:_____
Name:_____

JOINDER OF ESCROW AGENT

ESCROW AGENT:

Date of Execution by Escrow Agent:

_____, 2017

GRAY ROBINSON, P.A., a Florida professional association

By: _____
Name: _____
Title: _____

Prepared by and upon recording return to:
David J. Ottinger, Esq.
Town Attorney, Town of Belleair
GrayRobinson, P.A.
401 E. Jackson Street, Suite 2700
Tampa, Florida 33602

Folio _____

PERPETUAL CONSERVATION EASEMENT

THIS PERPETUAL CONSERVATION EASEMENT (the "Easement") is granted as of the _____ day of _____, 20__ by **PELICAN GOLF LLC, a Florida limited liability company,** whose mailing address is 625 Court Street, Suite 200, Clearwater, FL 33756 ("*Grantor*"), to and for the benefit of **TOWN OF BELLEAIR, a Florida municipal corporation,** whose mailing address is 901 Ponce de Leon Boulevard, Belleair, FL 33756 ("*Grantee*"). As used herein, the terms Grantor and Grantee shall include those parties as well as their respective successors and assigns.

This Easement is made under the following circumstances:

A. Grantor is the owner in fee simple of certain real property in Pinellas County, Florida, more specifically described in **Exhibit "A" hereof** (the "*Land*"), within which is the real property described in **Exhibit "B"** hereof. (the "*Servient Property*"). Those Exhibits are each attached hereto and incorporated herein by this reference. Grantee was Grantor's predecessor-in-interest as owner of the Land, inclusive of the Servient Property.

B. The Land is and has for many years been used as a golf course known as the Belleview Biltmore Golf Course or Pelican Golf Course, comprised of playing green space, a clubhouse, and other facilities and amenities directly related to golf course operations.

C. Grantor (as Purchaser therein) and Grantee (as Seller therein) entered into that certain February, 2016 Purchase and Sale Agreement (the "*Sales Contract*"), providing for the sale from Grantee to Grantor of the Land, inclusive of the Servient Property. The Sales Contract established a special condition (defined therein as the "Green Space Condition") of Seller's obligation to sell the Land to Purchaser: the implementation of a mechanism to assure that all portions of the Land consisting of the playing green space of the golf course shall, in perpetuity, remain designated as green space, and not be redesignated for or otherwise made subject to development. This Easement is part of that mechanism as adopted by mutual agreement of Grantor/Purchaser and Grantee/Seller.

D. When the Sales Contract was made, Grantor and Grantee intended that, after the subject sale closed, Grantor would proceed with extensive renovations, modifications and rebuilding of the golf course playing green space, the clubhouse, and related facilities and amenities on the Land (collectively, the "*Course Renovations*"). Grantor's completion of the Course Renovations was a practical necessity before the boundaries and legal description of

the Servient Property, as the playing green space of the golf course, would be finally determined and set forth in Exhibit "A" hereof, and such completion has now been achieved.

NOW, THEREFORE, in consideration of the foregoing recitals, the further provisions of this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys this Perpetual Conservation Easement to Grantee, which Easement shall constitute a servitude running with the Land and title thereto, be binding upon the Grantor and its successors and assigns, and remain in full force and effect forever.

1. Incorporation by Reference. The foregoing recitals are hereby incorporated into this Easement as substantive provisions hereof for all purposes, to the same force and effect as if repeated verbatim in this Section.

2. Granting Clause. Grantor, for itself and its successors and assigns, hereby grants this Easement, in perpetuity, to Grantee and its successors and assigns, over and across the Servient Property described in Exhibit "A" hereof, for the purpose of recreation and open-space conservation. Neither Grantee, nor its successors and assigns, shall have any responsibility for maintenance of the Servient Property, and all such responsibility shall belong to Grantor and its successors and assigns.

3. Purpose. The purpose of this Easement is to assure that the Servient Property and the use thereof will remain in perpetuity in accordance with the Recreation/Open Space (ROS) land use category pursuant to the Comprehensive Plan of Grantee, and any enactments from time to time by Grantee applicable to that land use category, except that (a) Grantor, and Grantee in its sole and absolute discretion, may mutually agree from time to time to modify any of the foregoing provisions of this Section 3, and (b) no such related enactments by Grantee applicable to the Recreation/Open Space (ROS) land use category shall be incompatible with the operation of the Servient Property as golf course playing green space.

4. Prohibited Uses. Except for rights reserved in Section 5, below, and activities that are permitted or required from time to time by or with respect to the Recreation/Open Space (ROS) land use category pursuant to the Comprehensive Plan of Grantee and (subject to Section 3, above) any related enactments by Grantee applicable to that land use category, any activity on or use of the Servient Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited ("*Prohibited Uses*"):

(a) The filing with any governmental agency of any application by, on behalf of, or with the authorization of Grantor, to allow development of, or construction of any buildings, roads, billboards, signs or other advertising, utilities, vertical improvements, or other structures on or above the ground on the Servient Property on all or any part of, the Servient Property, *provided, however*, that this Prohibited Use shall not apply to sanitary/restroom facilities of appropriate design and placement, in accordance with applicable laws, codes and regulations.

(b) The construction or placing of any buildings, roads, billboards, signs or other advertising, utilities, vertical improvements, or other structures on or above the ground on the Servient Property, *provided, however*, that Grantor shall have the right to

install sanitary/restroom facilities in accordance with applicable laws, codes and regulations, and signage reasonably customary for golf courses that may identify course holes by number, or indicate the direction of such holes, sanitary/restroom facilities, the clubhouse, or other golf course facilities and amenities.

(c) Dumping or placing of soil, trash, solid or liquid waste (including sludge), or unsightly, offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992, as the same may be amended or supplemented from time to time, or by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Sections 9601-9675, as may be amended or supplemented from time to time, or by any Florida Statute now existing or hereafter enacted defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants.

(d) Removal or destruction of trees, shrubs or other vegetation, with the exception of exotic/nuisance vegetation removal, or in the ordinary course of maintaining the Servient Property in an appropriate and reasonably attractive state and condition, or as may be authorized by applicable laws, codes or regulations.

(e) Planting of nuisance, exotic, or non-native plants as listed by the Exotic Pest Plant Council or specifically identified in applicable laws, codes or regulations. Any occurrence of nuisance, exotic or non-native plants shall be managed and controlled in accordance with applicable laws, codes and regulations.

(f) Application of pesticides, herbicides or fertilizers except in accordance with sound business practices and applicable laws, codes or regulations.

(g) Livestock uses such as grazing, feeding and penning, and including any commercial recreational uses involving livestock, such as rodeos.

(h) Exploration for or extraction of oil or gas, or mining, excavation, dredging, or removal of sand, loam, peat, gravel, rock, soil or other materials, except in accordance with applicable laws, codes or regulations.

(i) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation on the Servient Property.

(j) Activities that will adversely impact endemic threatened or endangered species on a list promulgated by any Federal, Florida, or local government agency.

(k) Surface use, except (i) for purposes that allow land or water areas to remain predominantly in their natural condition, or (ii) in accordance with applicable laws, codes or regulations and consistent with the purposes of this Easement.

(l) Acts or uses detrimental to such retention of land or water areas.

(m) Acts or uses detrimental to the preservation of the physical integrity or appearance of sites or properties of historical, architectural, archaeological, or cultural significance, except in accordance with applicable laws, codes or regulations.

(n) Commercial recreational activities, including commercial fishing, hunting, camping and trapping.

(o) Use of all-terrain vehicles except as used for land management activities.

5. Grantor's Reserved Rights. This Section reserves certain rights to Grantor, notwithstanding the granting of this Easement.

(a) Grantor reserves for itself and its successors and assigns, all rights accruing from the ownership of the Servient Property, including the right to engage in, or allow or invite others to engage in, such uses of the Servient Property as are not expressly prohibited herein, or not inconsistent with the purposes of this Easement.

(b) Grantor and its successors and assigns shall have the right to sell or mortgage the Servient Property, *provided, however*, that the Servient Property is not divided, and is sold or mortgaged together with substantially all of the rest of the Land. Grantor shall (i) insert and specifically reference the recording date for this Easement in any mortgage, deed or other legal instrument by which Grantor divests itself of any interest in the Servient Property, as well as an express provision that such mortgage, deed or other legal instrument, and the interest given thereunder, are subordinate to this Easement; (ii) provide a photocopy of this Easement as recorded to the new owner or mortgagee; and (iii) provide Grantee with a recorded copy of the mortgage, deed or other transfer instrument.

6. Certain Enforcement Rights of Grantee. In furtherance of the purposes of this Easement as provided herein, Grantor hereby conveys the right to Grantee to proceed at law or in equity (a) to enforce the terms and provisions of this Easement, and the covenants set forth herein; (b) to prevent or reconcile the occurrence of any of the Prohibited Uses hereinabove set forth, and (c) to require that Grantor take, at its sole cost and expense, such actions as may be necessary to remediate the effects of such Prohibited Uses and restore the Servient Property as near as possible to the condition that existed prior to the commencement of such Prohibited Uses, including the correction of any damage to the Servient Property.

No delay, forbearance or omission by Grantee in the exercise of any right or remedy pursuant to this Section shall impair such right or remedy, or be construed as a waiver. Further, Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Easement.

7. Enforcement Procedure. In the event of violation of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other, and the alleged violator shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within sixty (60) days after receipt of written notice, the terms and conditions herein may be enforced by the party not in violation by suit for injunctive relief or for any other appropriate remedy in equity or at law; *provided, however*, that no violation shall result in a forfeiture or reversion of title. If, however, such violation is of a nature or character that it is not reasonably susceptible to being ceased and cured within the initial sixty (60) day period, the party in violation shall have a reasonable period beyond the initial sixty (60) day period in which

to cease and cure such violation, *provided that* the party in violation has commenced to cease and cure such violation within the initial sixty (60) day period, and then diligently and continuously prosecutes the same to completion. These remedies are in addition to any other remedy, fine, or penalty provided by applicable laws, ordinances, codes or regulations.

8. Actions On this Easement. Jurisdiction and venue for any suit commenced by Grantor or Grantee, and arising out of or with respect to this Easement, shall be in Pinellas County, Florida, and the federal and state courts therefor or therein. In any such suit, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

9. Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges, of whatever description, levied upon or assessed against the Land by competent authority, including any taxes imposed upon or incurred as a result of this Easement and shall furnish to the Grantee with satisfactory evidence of payment by June 1st of each year succeeding that for which taxes are due.

10. .Public Access. No right of access by the general public to any portion of the Servient Property is conveyed by this Easement. The right to establish limited public access is reserved to Grantor as set forth in Section 4.

11. Liability. Grantee's liability is limited as provided in Chapters 704.06(10) and Section 768.28, *Florida Statutes*.

12. Modification. The terms and conditions hereof may be modified or amended only by mutual written agreement between Grantor and Grantee, which shall be recorded in the public records of Pinellas County, Florida.

13. Recording. Grantor shall record this Easement in a timely fashion in the Official Records of Pinellas County, Florida, and have the same returned upon recordation to Grantee. The same shall apply to any amendments of this Easement, in each instance. Further, Grantor shall rerecord this Easement and its amendments at any time(s) that Grantee, to preserve its rights hereunder, may require by written notice to Grantor. Grantor shall pay all recording costs and taxes necessary to record this Easement and any amendments of in the public records, and Grantor will hold Grantee harmless therefrom.

14. Notices. All notices, consents approvals, or other communications hereunder shall be in writing, and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the recipient party or its successor-in-interest.

15. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction by order or on appeal therefrom, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the Purposes of this Easement are substantially preserved.

16. Headings. The headings used in this Easement are for the convenience of reference only, and shall not limit or otherwise affect the enforceability of the further provisions of this Easement.

17. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Florida.

18. Miscellaneous. This Easement shall be governed by and construed in accordance with the laws of the State of Florida, and shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Easement may not be changed or amended except by a writing signed by each of Grantor and Grantee. Unless otherwise expressly provided, as used in this Easement, the term "including" and its derivatives shall be without limitation, and the term "hereof" and its derivatives shall refer to the entirety of this Easement, rather than to any particular section, paragraph, subsection, subparagraph or other part of this Easement.

TO HAVE AND TO HOLD unto Grantee and its successors and assigns, forever, the covenants, terms, conditions, restrictions and purposes hereof as binding upon Grantor, and its successors and assigns, forever, shall continue as a servitude running in perpetuity with the Servient Property.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first above written.

GRANTOR:

PELICAN GOLF LLC, a Florida limited liability company

By:_____
Print Name:_____
Its:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Pelican Golf LLC, a Florida limited liability company, who ☐ is personally known to me or ☐ did produce his/her _____ Driver's License as identification.

[Affix Seal]

_____
Print Name: _____
Notary Public, State of Florida at Large
My Commission expires: _____

AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER

THIS AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER (the "Agreement") is made and entered into this ___ day of May, 2017, by and between **TOWN OF BELLEAIR,** a Florida municipal corporation, whose mailing address is: 901 Ponce de Leon Boulevard, Belleair, FL 33756, ("Town"), and **PELICAN GOLF LLC**, A Florida limited liability company, whose mailing address is: 625 Court Street, Suite 200, Clearwater, FL 33756 ("Developer"). The Town and the Developer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Developer has contracted to acquire 135 acres of real property located at 1501 Indian Rocks Road (the "Property") in the corporate limits of the Town, more particularly described on the attached Exhibit "A", which Property is currently owned by the Town; and,

WHEREAS, the Property currently consists of an operating golf course (the "Golf Course Parcel") and a clubhouse (the "Clubhouse Parcel"); and,

WHEREAS, the Developer desires to renovate the existing Golf Course Parcel for continued use as a golf course and to raze the existing clubhouse and build a new clubhouse on the Clubhouse Parcel. The Clubhouse Parcel and the Golf Course Parcel are collectively referred to as the "Property", and the development of both parcels is referred to as the "Project; and,

WHEREAS, the Developer has applied for and received the Town's approval of a preliminary development plan for its proposed development of the Golf Course Parcel and the Clubhouse Parcel and incident thereto the Town and the Developer intend to enter into a development agreement which will set forth certain requirements for the Project; and,

WHEREAS, the Town previously owned, operated and maintained a wastewater treatment plant and associated facilities ("Facilities") but sold the Facilities to Pinellas County (the "County") in 2003; and,

WHEREAS, the Town entered into that Agreement for Supply and Use of Reclaimed Water for the Town of Belleair with the County on October 9, 2003 (hereafter "County Bulk Supply Agreement"); and,

WHEREAS, the County Bulk Supply Agreement controls the volume, availability, and price of reclaimed water which the Town has available to sell to consumers within the Town; and,

WHEREAS, the Town previously supplied reclaimed water to the Golf Course Parcel pursuant to that Agreement dated July 6, 1987 between the Town and the Postepe Corporation, a former owner of the Property (hereafter the "Prior Reclaimed Water Agreement"); and,

WHEREAS, it is the intent of the Parties that this Agreement shall be substituted for and used in place of the Prior Reclaimed Water Agreement; and,

WHEREAS, the Parties to this Agreement acknowledge and agree that the County is ultimately responsible for producing the reclaimed water to be used under this Agreement as that term is defined in Fla. Admin. Code Chapter 62-600 (hereafter "Reclaimed Water") which may be used for productive and beneficial purposes as permitted by the Florida Department of Environmental Protection ("FDEP"); and,

WHEREAS, the Developer desires to use Reclaimed Water from the Facilities for use on the Property.

ACCORDINGLY, in consideration of the above stated Recitals and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the Parties agree to the following terms and conditions:

SECTION 1. RECITALS. The above Recitals are true and correct, are incorporated herein, and by this reference made a part of this Agreement.

SECTION 2. TERM OF AGREEMENT. This Agreement shall be effective on the date of execution by the last Party and for a term of ten (10) years from the date of execution. The term of this Agreement shall be renewed automatically from year to year beyond the initial ten-year term unless terminated by the Developer or the Town by written notice not less than 180 days in advance of the term renewal. Notwithstanding anything to the contrary set forth herein, however, this Agreement may be terminated by the Town if the County terminates the County Bulk Supply Agreement.

SECTION 3. SERVICE RATES. Rates for the sale of reclaimed water shall be set and modified by the Town and are subject to the reserved power of the Town to modify rates, fees, and charges that are just, fair, and equitable.

a) The rates applicable to the Developer shall be those established by Ordinance of the Town Commission for the class of customers for which the Developer qualifies. The Developer and the Town agree that each and all of these rates may be changed by the Town Commission from time to time and that following the adoption of new rates, the new rates shall apply to the Developer pursuant to this Agreement.

b) For the existing and proposed uses under this Agreement, the current rate classification for which the Developer qualifies is _____ cents ($0.__) per thousand gallons.

SECTION 4. USE OF RECLAIMED WATER; DEVELOPER'S SYSTEM.

a) The Developer shall use the Reclaimed Water delivered by the Town for use on the Property and shall be responsible to ensure that any and all such use of the Reclaimed Water shall be in compliance and consistent with current and future rules and regulations of the Town, FDEP, the applicable Water Management District and any other governmental or regulatory agencies having jurisdiction over the Property or the use of the Reclaimed Water.

b) The Developer shall use the Reclaimed Water delivered by the Town in accordance with Town Utilities Department Operating Practices. The Town may, in its sole discretion, amend its Operating Practices from time to time and the Developer shall fully comply with such amended Operating Practices accordingly. Additionally, in no event will the Developer allow the discharge of the Reclaimed Water directly into surface waters of the State of Florida. Current Operating Practices are available from the Town Utilities Department.

c) The connection point and distribution system within the Property has previously been installed to use the volume of water per Section 6. The Developer agrees to submit construction plans for review under the Town's standard plan review process for any changes or expansion of the distribution system. The design and construction of the distribution system shall conform to Town requirements as same may exist from time to time. Developer shall install a meter of size, make and model acceptable to the Town to measure consumption for use on the Property at a location to be approved by the Town as a condition precedent to receipt of any Reclaimed Water hereunder. The Developer shall provide, in a manner approved by appropriate regulatory agencies, appropriate backflow prevention devices between the distribution system and any wells which are connected to groundwaters of the State of Florida.

d) The Developer shall be solely responsible for the ownership, operation, and maintenance of all portions of the storage, distribution, and irrigation system located downstream of the Meter. For the purposes of this Agreement, the "distribution system" is defined as the Developer's system of Reclaimed Water infrastructure built and operated for the purpose of conveying Reclaimed Water within the boundaries of the Property. The Developer shall agree to implement, maintain and renew any permits, licenses or other programs required by state, regional or federal regulatory agencies to continue or expand the Developer's Reclaimed Water system.

e) The Developer shall be responsible for installing and maintaining a reduced pressure zone (RPZ) principle back flow preventer at the Developer's point of service to the Property with any potable water system and is responsible for its inspections and operation according to all applicable federal, state and local Cross Connection Control ordinances and regulations.

f) If monitoring is required pursuant to the use of Reclaimed Water for the Property, the Developer is responsible for installation of monitoring

equipment, collecting, analyzing, and reporting all required information to the Town, the FDEP, and/or any other governmental agency requiring such monitoring.

g) Appropriate advisory signs shall be posted around the sites utilizing Reclaimed Water by the Developer to designate the nature of the water and its non-potability. The signs shall be designed and posted in accordance with current FDEP rules and regulations. The Developer is responsible for obtaining, installing and maintaining and ensuring signs are posted in accordance with applicable rules pertaining to such signage for the life of the Agreement.

h) The Developer will also take all reasonable precautions, including signs, labeling, and color-coding to clearly identify Reclaimed Water systems to prevent inadvertent human consumption. The signs, labeling, and color-coding shall be in accordance with applicable FDEP regulations.

i) No cross-connections shall be made between the Reclaimed Water system and a potable water system or any well. Should a groundwater well be on the property as a backup system or any other use, there shall be a minimum Double Check Back Flow Preventer installed at the well. The Developer shall fully comply with provisions of applicable Florida Administrative Codes and Town policies and ordinances pertaining to cross connections.

j) A buffer as required by FDEP, the Town, and all other applicable agencies shall be maintained between the edge of the wetted area of the Reclaimed Water irrigation system application site and any existing or approved (but not yet constructed) potable water supply wells.

k) The Developer shall operate its system such that Reclaimed Water does not discharge off-site, either directly or through a stormwater drainage system.

l) The Developer shall use the Reclaimed Water and operate its system in accordance with the rules and regulations, as they exist now and as they may be amended or implemented in the future, of the Town, FDEP, the applicable water management district, and other governmental or regulatory agencies having jurisdiction.

m) The Town shall have the right to interrupt Reclaimed Water service to the Developer in the event that the Developer fails to fulfill any of the responsibilities or requirements set forth in this Section 4. Service so interrupted would be resumed upon the Developer's complete fulfillment of the particular responsibility or requirement in question.

SECTION 5. WATER QUALITY. The Town will deliver to the Developer at the Meter, Reclaimed Water of a quality consistent with the requirements for "public access" treatment levels described in the rules of the FDEP, Chapters 62-600 through 62-650, Florida Administrative Code.

SECTION 6. DELIVERY OF RECLAIMED WATER.

a) The Parties acknowledge and agree that the Town makes no guarantees of a specific minimum daily gallon delivery of Reclaimed Water since it can only provide what it receives from the County. Nevertheless, pursuant to and subject to the provisions of the County Bulk Reclaimed Water Agreement the Town will use its best efforts to deliver, to the extend needed by Developer,- approximately one-half of the daily volume delivered by the County to the Town from the County system less a portion used by the Town for its town hall and recreation center grounds and sports fields. The Developer agrees that Reclaimed Water furnished from the Town's Facilities pursuant to the provisions of this Agreement shall be used by the Developer for irrigation uses on the Property. The total anticipated annual average reclaimed water demand is approximately 290,000 gallons per day.

b) If Reclaimed Water is not sufficiently available, the Town acknowledges and agrees that the Developer shall have the right, subject to proper permitting by the appropriate regulatory agencies, to: (i) utilize other water supplies delivered by the Town to the Property as supplemental water sources for industrial purposes on the Property, subject to availability and then existing rates, fees, and charges; and (ii) use water supplies in surface storage ponds on the Property and available from the Developer's legally permitted artesian well(s) located on the Property.

c) The Developer may be allowed to draw additional amounts of Reclaimed Water, subject to availability of the Reclaimed Water supplies as determined by the Town.

d) Both Parties recognize that adverse weather conditions or unforeseen circumstances may necessitate modification of the Reclaimed Water delivery. During such adverse conditions, the Town may restrict or curtail the use of the Reclaimed Water by the Developer until the Town determines that the adverse conditions have passed. During these periods, Reclaimed Water flow may be reduced significantly from normal levels. These reductions may include, but not be limited to, the volume and pressure of the Reclaimed Water supplied to the Developer. The Developer shall have the right to restrict or refuse the use of the Reclaimed Water to be delivered in the event of adverse weather conditions or unforeseen circumstances.

e) If the Town's transmission system fails for reasons or events beyond the Town's control, or when the Town performs maintenance or repairs the system, then delivery of Reclaimed Water under the requirements of this Agreement may be temporarily interrupted or limited in quantity.

SECTION 7. CONSTRUCTION OF CONNECTIONS.

a) Developer shall be responsible for all costs and expenses associated with the Meter installations and connection to the Reclaimed Water

main that exists at the Property line necessary in accordance with the latest version of the Manual and the Code of Ordinances of the Town of Belleair, Florida, as same may be amended from time to time.

b) Easements for Reclaimed Water connections shall be on Developer's Property and provided by Developer to the Town at no cost for the Town to carry out its obligations or exercise rights under this Agreement. Developer shall provide such easement, in recordable form acceptable to the Town, to the area where the Meter is to be installed, together with sufficient easement area necessary to enable the Town to read and maintain any such Meter and to accommodate necessary antenna installation(s) for communications with the Town's Supervisory Control and Data Acquisition (SCADA) System. Easement areas shall be as shown on the Town approved construction plans.

SECTION 8. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS. If for any reason during the term of this Agreement, and through no fault of either Party to this Agreement, local, regional, state or federal governments, agencies or courts shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of Reclaimed Water by the Developer, then to the extent that such requirements shall affect the ability of either Party to perform any of the terms of this Agreement or significantly increase the cost to either Party, the affected Party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible or necessary, by the Parties hereto in conformity with such permits, approvals, or requirements.

SECTION 9. CESSATION OF DELIVERY. The Town may cease delivery of Reclaimed Water to the Developer if any invoice is not paid in full within thirty (30) days of the date of the invoice. Reclaimed Water service will be reinstated upon full payment of the invoice, together with any late payment fee called for in the Town's Reclaimed Water Rate Resolution. Additionally, the following costs shall be added as may be necessary to accounts with an outstanding balance due: returned check charges; lien charges; collection costs or fees; legal fees and expenses; any other costs outside the normal activity of the Town Utilities Department; and any sum permitted by law or a court if legal action is filed. The Town may terminate this Agreement, with thirty (30) days prior written notice to the Developer, if any such invoice described above is not paid in full within sixty (60) days of the date of the invoice.

SECTION 10. NOTICES. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to the Developer: PELICAN GOLF LLC
c/o Thomas C. Nash, II
Macfarlane Ferguson & McMullen
625 Court Street, Suite 200
Clearwater, FL 33756

With Copy to: Thomas C. Nash, II
Macfarlane Ferguson & McMullen
625 Court Street
Suite 200
Clearwater, FL 33756

If to Town: Town of Belleair
Attn: Town Manager
901 Ponce de Leon Blvd.
Belleair, Florida 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

SECTION 11. INSPECTION. The Town shall have the right, upon written or oral notice to the Developer and when reasonably necessary, to enter upon the Property to review and inspect the Developer's operating practices and equipment as related to this Agreement and any backflow prevention devices between the Developer's system and any well and potable water system connection which is maintained by the Developer.

SECTION 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

SECTION 13. SEVERABILITY. If any court finds any part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated.

SECTION 14. ASSIGNMENT.

a) The Town shall have the right to transfer all or any part of the treatment, transmission, or distribution facilities and to assign all or any part of its rights and obligations under this Agreement.

b) The Developer shall have no right to assign or transfer this Agreement or the rights thereunder to any parcel of land not included in the Property, and any attempted assignment shall be void and of no effect and shall be treated by the Town as a material breach entitling the Town to terminate this Agreement as per Section 9(c) above.

c) The Developer must notify the Town in writing of any proposed sale or transfer of the Property at least ninety (90) days prior to the scheduled sale or transfer date. Upon the sale or transfer of the Property, this Agreement will terminate and any subsequent property Developer who wishes to continue to receive Reclaimed Water on the Property must enter into a new agreement with the Town, at the Town's option. In the event the Property is proposed to be subdivided and not sold in its entirety, the same notice provision above applies and this Agreement will be amended by the Parties to reflect that only the portion of the Property remaining in the Developer's possession will be subject to this Agreement. Failure by the Developer to timely notify the Town of a proposed sale, transfer, or subdivision of the Property will constitute a material breach of this Agreement entitling the Town to terminate this Agreement as per Section 9(c) above.

SECTION 15. NON-WAIVER. The failure of either Party to insist upon the other Party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release the other Party from its duties to comply with such obligations in all other instances.

SECTION 16. INDEMNIFICATION. The Developer will indemnify and hold harmless the Town from any and all claims, actions, and judgments, including all costs of defense and attorney's fees in defending against same and regarding property damage or bodily harm, arising from and related to the Developer's negligent use of the Town's Reclaimed Water provided pursuant to this Agreement. For purposes of this Section, the Developer's acts include the acts of any of the Developer's agents and/or employees.

SECTION 17. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, governed by, and interpreted according to the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall lie in the state courts located and lying within Pinellas County, Florida.

SECTION 18. ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the Parties and shall supersede and replace any and all prior or contemporaneous representations, negotiations, statements, understandings, or agreements between the Parties, whether verbal or written, relating to the matters set forth herein. The Parties hereto fully understand the terms and conditions of this Agreement, have entered into this Agreement voluntarily, and have received or had the opportunity to receive independent advice and legal counsel.

SECTION 19. MODIFICATION. Any and all modifications to the provisions herein shall be by mutual agreement of the Parties, in writing, and executed by the Parties thereto.

SECTION 20. ADDITIONAL CONDITIONS TO AGREEMENT; TERMINATION OF PRIOR RECLAIMED WATER AGREEMENT. This Agreement shall not take effect unless and until the Property is sold by the Town to the Developer. The Town's obligations to deliver Reclaimed Water shall be subject to installation of the Meter and payment of applicable rates, fees, and charges for the Reclaimed Water as specified herein. The Parties agree that a memorandum of this Agreement may be recorded in the Public Records of Pinellas County, Florida. Upon execution of this Agreement, the Parties agree that the Prior Reclaimed Water Agreement is hereby terminated, void, and of no further force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.

In the presence of:

PELICAN GOLF LLC, a Florida limited Liability company

_____
Print Name_____

By:_____
Name: _____
Title: _____

_____
Print Name_____

As to Developer

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, as _____ of PELICAN GOLF LLC, a Florida limited liability company, on behalf of the corporation, who is □ personally known to me, or who has □ produced _____ as identification.

_____
Notary Public
My Commission expires:

TOWN OF BELLEAIR, FLORIDA

By:_____
Name: JP Murphy
Title: Town Manager

Attest:

_____
Town Clerk

Approved as to Form:

_____
David Ottinger, Town Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by J.P. Murphy, as Town Manager of the Town of Belleair, Florida, who is □ personally known to me or who has □ produced _____ as identification.

_____
Notary Public
Print Name:_____

My Commission Expires

EXHIBIT "A"
Property Legal Description

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0097	**Version:**	1	**Name:**	
Type:	Action Item			**Status:**	Consent Agenda
File created:	4/19/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	2017 Budget Calendar				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 Budget CALENDAR				

Date	Ver.	Action By	Action	Result

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2017 TAX ROLL / BUDGET / MILLAGE CALENDAR

DATE	ACTIVITY	REFERENCE
June 1	Property Appraiser delivers estimate of taxable value to taxing authorities	200.065(7)
July 1 (Sat.)	Property Appraiser delivers certification of taxable value (DR-420) to taxing authorities. (If roll cert date is earlier, July 1 will be used to determine time periods and deadlines. Fla. Stat. s. 200.065(12); Fla. Admin. Code r. 12D-17.003(2) & 12D-17.008.)	193.023(1) 200.065(1)
Aug 4 (Fri.)	Taxing Authorities notify Property Appraiser of proposed millage rate, date/time/place of 1st public budget hearing (return completed DR-420)	200.065(2)(b)
Aug 21 (Mon.)	Property Appraiser mails TRIM Notices	200.065(2)(b)
Sept 5th-	**Belleair** holds 1st public hearing to adopt a tentative budget and millage rate (between 65 and 80 days after certification, at least 10 days after TRIM mailing)	200.065(2)(c)
Sept. 15th	**Belleair** advertises intent to adopt a final budget and millage rate and final public hearing schedule (ad to appear within 15 days of adoption of tentative budget). ***Check ad format/content carefully!***	200.065(2)(d) 200.065(3)
Sept 19th	**Belleair** holds final public hearing to adopt final budget and millage rate (between 2 & 5 days after ad appears)	200.065(2)(d)
Sept 21st	Taxing Authorities forward millage rate to Property Appraiser, Tax Collector, & DOR (within 3 days after adoption of resolution or ordinance)	200.065(4)
Sept 12 *(Tues.)*	*School Board budget hearing*	*200.065(2)*
Sept 14 *(Thur.)*	*Pinellas County BCC budget hearing*	*200.065(2)*
Sept 15 (Fri.)	Deadline for taxpayers to file a petition with the Value Adjustment Board (within 25 days after TRIM mailing)	194.011(3)(d)
Sept 26 (*Tues.)*	*Pinellas County BCC budget hearing (final)*	*200.065(2)*
Oct 2 (Mon.)	Property Appraiser delivers DR-422 to taxing authorities	200.065(6)
Oct 3 (Tues.)	Tentative - Value Adjustment Board meets for first certification of tax rolls	193.122(1)
Oct 5 (Thurs.) **Oct 6** (Fri.)	Taxing Authorities return completed DR-422, millage rate is adjusted if an option Property Appraiser extends roll to Tax Collector	200.065(6)
Mid Oct (TBD)	Value Adjustment Board hearings begin	194.032(1)(a),(c)
Oct 18th	Taxing Authorities certify compliance to DOR (not later than 30 days after adoption of ordinance or resolution establishing final budget and millage rate)	200.068
Oct 31 (Tues.)	Tax Collector mails tax bills	197.322(3)
TBD	Value Adjustment Board meets for second certification of tax rolls	193.122(3)

Note on the calculation of time: Fla. Admin. Code r. 12D-17.008 instructs us to include July 1 (the certification date) when calculating dates on the tax roll calendar. The rule also states that the last day of the period shall be included even if it is a weekend day or holiday. If a statutory date lands on a weekend, the weekend date is listed on this calendar. Please keep this in mind as you coordinate your schedule for the budget year. If you have any questions or concerns, please contact the Property Appraiser's office.

12-19-2016

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0044	**Version:**	1	**Name:**	
Type:	Discussion Items			**Status:**	General Agenda
File created:	3/13/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	Discussion of Budget Priorities				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Plan 2 (1) (1) Mailer Signed by Mayor.pdf Logo Options for Commisson				

Date	Ver.	Action By	Action	Result

Summary

To: Town Commission
From: Micah Maxwell
Date: 4/26/2017
Subject:
Discussion of Budget Priorities

Summary:
As we enter into budget season, staff would like to get some general direction from the Commission on budgetary priorities.
Previous Commission Action: Planning and Zoning Board Approved Plan 2 unanimously, as did the Finance Board. Additional comments are added below.

Background/Problem Discussion: The main reason purpose for this discussion is a to provide an opportunity for the Commission to identify any high priorities it might have as we get into Budget season. The staff has also identified some areas of discussion, which are below.

The first discussion item relates to an infrastructure priority discussion that staff has had with both the Finance Board and the Infrastructure Board. Staff presented two plans to the boards, both of which projected the dates of infrastructure projects out to FY31. The first plan focused on continuing the practice of total reconstruction on roadways, and the second focused on balancing the need to fully reconstruct, with more situational reconstruction. For instance, if a roadway has little or no stormwater problems and a good base, but the roadway is heavily deteriorated, we would focus on a mill and resurface approach rather than a full reconstruction approach. After discussing with the boards, it was determined that the second approach was preferred.

With the determination that plan two was the preferred approach, the discussion then turned to where capital

parks fit into the priority discussion. After a lengthy discussion, the infrastructure board determined that their broad priorities were Safety, Functionality, and Aesthetics, in that order. Additionally, the board recommended that the renovation of Hallett Park occur within the next five years.

The Finance Board also considered plan two and recommended approval to the commission. As for the matter of Hallet park's funding, the Finance Board recommended to the commission consideration of providing funding to the park in the near term and that it recognizes the uniqueness of Hallett Park. Approving, unanimously, that the priorities of the Finance Board for funding must lie in (1) safety, (2) preservation, and (3) maintenance

The second item that staff wishes to discuss is related to the pending sale of the Belleview Biltmore Golf Course. The sale of the course will provide one-time dollars to the town, which we need to allocate appropriately. The sale also creates multiple budgetary holes. To date, the estimated total of revenue and transfers coming over from the golf fund are estimated to be around $4,400,000 The General Fund will see a net revenue reduction of $31,000 annually. The infrastructure fund will see a reduction of annual revenues of $97,000. As it relates to the town's long-term capital plan, this represents a budget hole of $1,261,000 that staff would recommend being filled by a portion of the golf course proceeds. On the general fund side, staff recommends using $120,000 to offset the lease payments being made by the general fund in 2018, 2019, and 2020. In those three years the general fund is paying for $37,000 in lease payments annually, however starting in 2021, those payments are will no longer be necessary and the money will be freed up. Additionally, staff would recommend refunding the money transferred to the golf fund to the general fund, which amounts to $500,000. It is recommended that outside of one time expenses that can sustain themselves, the balance of the allocation be placed in reserves.

The third item that staff would like to put on the Commission's radar relates to the Doyle Foundation Grant. For the past ten years, the town has been receiving funding from the Doyle Foundation for two recreation positions to be upgraded from part-time to full-time. The grant first came to the town in the form of a five-year agreement, and that agreement was renewed in 2012. At this time the town does not know if the agreement will be renewed. If it is not, the budget will be deficient by about $33,000. If the town does not receive the grant renewal, is there we will either need to make some budgetary reallocations or pull two positions back to part-time status.

The final item staff wanted to bring up relates to branding. Ms. DeKarz has provided a separate report on branding and has provided four options for the Commissions consideration.

Expenditure Challenges N/A

Financial Implications: N/A

Recommendation: N/A

Proposed Motion None discussion only at this time.

Column2	Revenues	Budget 16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26
	Infrastructure Mill	$ 627,300	$ 639,850	$ 652,650	$ 665,700	$ 679,000	$ 692,600	$ 706,450	$ 720,600	$ 735,000	$ 749,700
	Penny	$ 455,000	$ 464,100	$ 473,400	$ 482,850	$ 492,500	$ 502,350	$ 512,400	$ 522,650	$ 533,100	$ 543,750
	Electric Utility Tax	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000
	Grant SWFWMD	$ 1,609,800	$ 550,000	$ 580,000	$ 580,000	$ -	$ -	$ -	$ -	$ -	$ -
	Stormwater Fee	$ 337,400	$ 337,400	$ 337,400	$ 337,400	$ 337,400	$ 337,400	$ 337,400	$ 337,400	$ 337,400	$ 337,400
	Reserves Prior Years	$ 2,552,600	$ 984,650	$ -	$ -	$ 9,100	$ 646,275	$ 179,160	$ 182,488	$ 455,150	$ -
	Transfer From 110	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000
	Transfer From 115	$ 97,000	$ 97,000	$ 97,000	$ 97,000	$ 97,000	$ 97,000	$ 97,000	$ 97,000	$ 97,000	$ 97,000
	Totals	**$ 6,226,600**	**$ 3,533,000**	**$ 2,600,450**	**$ 2,622,950**	**$ 2,075,000**	**$ 2,735,625**	**$ 2,292,410**	**$ 2,320,138**	**$ 2,617,650**	**$ 2,187,850**
	Expenditures	**16/17**	**17/18**	**18/19**	**19/20**	**20/21**	**21/22**	**22/23**	**23/24**	**24/25**	**25/26**
	Capital Programs										
	Park Improvements	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
	Small Roadway Projects	$ 130,000	$ 178,000	$ 205,500	$ 216,500	$ 242,500	$ 247,500	$ 247,500	$ 268,100	$ 273,600	$ 283,600
	Street Light Replacement	$ 50,000	$ 250,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
	Capital Parks	$ -	$ 50,000	$ 100,000	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ -
Priority	**Projects Years 1-5**										
X	Pinellas/Ponce	$ 1,650,000	$ 1,100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
X	Rosery Rd	$ 2,219,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
X	Harold's Lake Cleanout	$ 175,000	$ -	$ -	$ -	$ -	$ -	$ 175,000	$ -	$ -	$ -
14	Palmetto	$ 445,000	$ 445,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14	Carl	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Belforest	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14	Bayview Bridge to IRR	$ -	$ -	$ 1,161,000	$ 1,161,000	$ -	$ -	$ -	$ -	$ -	$ -
16/13/8	Shirley/Varona/Sunny	$ -	$ -	$ 31,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	IRR Poinsettia to Melenbacher	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14/13	Ponce from Roundabout to Trail	$ -	$ -	$ -	$ -	$ 1,017,500	$ 1,017,500	$ -	$ -	$ -	$ -
	Projects Years 6-10										
17/15	The Mall/Gardenia	$ -	$ -	$ -	$ -	$ -	$ 680,625	$ 680,625	$ -	$ -	$ -
14*	Osceola East of IRR	$ -	$ -	$ -	$ -	$ -	$ -		$ 525,000	$ 525,000	$ -
12	IRR Bayview to Belleview	$ -	$ -	$ -	$ -	$ -	$ -	$ 179,160	$ -	$ -	$ -
12	Ponce from Manatee to Oleander	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,007,050	$ 1,007,050
11/12	Wildwood/Woodlawn	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 182,488	$ -	$ -
12	IRR Hunter Bayview to Poinsettia	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Poinsettia	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 47,000	$ -
12	Osecola from Oleander to Manatee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Ponce from Manatee to Rosery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other Expenses										
	Transfer to Reserves	$ 682,000	$ -	$ 37,950	$ 405,450	$ -	$ -	$ 245,125	$ 554,550		$ 132,200
	BB&T Debt Service	$ 715,000	$ 715,000	$ 715,000	$ 715,000	$ 715,000	$ 715,000	$ 715,000	$ 715,000	$ 715,000	$ 715,000
	GF Debt Service	$ 135,000	$ 120,000	$ 100,000	$ 75,000	$ 50,000	$ 25,000	$ -	$ -	$ -	$ -
	Totals	**$ 6,226,600**	**$ 3,533,000**	**$ 2,600,450**	**$ 2,622,950**	**$ 2,075,000**	**$ 2,735,625**	**$ 2,292,410**	**$ 2,320,138**	**$ 2,617,650**	**$ 2,187,850**
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Fund Balance	**16/17**	**17/18**	**18/19**	**19/20**	**20/21**	**21/22**	**22/23**	**23/24**	**24/25**	**25/26**
	Exp	$ 5,544,600	$ 3,533,000	$ 2,562,500	$ 2,217,500	$ 2,075,000	$ 2,735,625	$ 2,047,285	$ 1,765,588	$ 2,617,650	$ 2,055,650
	Rev	$ 3,674,000	$ 2,548,350	$ 2,600,450	$ 2,622,950	$ 2,065,900	$ 2,089,350	$ 2,113,250	$ 2,137,650	$ 2,162,500	$ 2,187,850
	Change in FB	$ (1,870,600)	$ (984,650)	$ 37,950	$ 405,450	$ (9,100)	$ (646,275)	$ 65,965	$ 372,062	$ (455,150)	$ 132,200
	Fund Balance	**$ 2,118,841**	**$ 1,134,191**	**$ 1,172,141**	**$ 1,577,591**	**$ 1,568,491**	**$ 922,216**	**$ 988,181**	**$ 1,360,243**	**$ 905,093**	**$ 1,037,293**

Column2	Revenues	26/27	27/28	28/29	29/30	30/31
	Infrastructure Mill	$ 764,700	$ 780,000	$ 795,600	$ 811,500	$ 827,750
	Penny	$ 554,650	$ 565,750	$ 577,050	$ 588,600	$ 600,350
	Electric Utility Tax	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000
	Grant SWFWMD	$ -	$ -	$ -	$ -	$ -
	Stormwater Fee	$ 337,400	$ 337,400	$ 337,400	$ 337,400	$ 337,400
	Reserves Prior Years	$ -	$ 247,975	$ -	$ 385,275	$ -
	Transfer From 110	$ 60,000	$ 60,300	$ 60,300	$ 60,300	$ 60,300
	Transfer From 115	$ 97,000	$ 97,000	$ 97,000	$ 97,000	$ 97,000
	Totals	**$ 2,213,750**	**$ 2,488,425**	**$ 2,267,350**	**$ 2,680,075**	**$ 2,322,800**
	Expenditures	**26/27**	**27/28**	**28/29**	**29/30**	**30/31**
	Capital Programs					
	Park Improvements	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
	Small Roadway Projects	$ 286,436	$ 100,000	$ 100,000	$ 100,000	$ 100,000
	Street Light Replacement	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
	Capital Parks	$ -	$ -	$ -	$ -	$ -
Priority	**Projects Years 1-5**					
X	Pinellas/Ponce	$ -	$ -	$ -	$ -	$ -
X	Rosery Rd	$ -	$ -	$ -	$ -	$ -
X	Harold's Lake Cleanout	$ -	$ 175,000	$ -	$ -	$ -
14	Palmetto	$ -	$ -	$ -	$ -	$ -
14	Carl	$ -	$ -	$ -	$ -	$ -
11	Belforest	$ -	$ -	$ -	$ -	$ -
14	Bayview Bridge to IRR	$ -	$ -	$ -	$ -	$ -
16/13/8	Shirley/Varona/Sunny	$ -	$ -	$ -	$ -	$ -
12	IRR Poinsettia to Melenbacher	$ -	$ -	$ -	$ 767,000	$ 767,000
14/13	Ponce from Roundabout to Trail	$ -	$ -	$ -	$ -	$ -
	Projects Years 6-10					
17/15	The Mall/Gardenia	$ -	$ -	$ -	$ -	$ -
14*	Osceola East of IRR	$ -	$ -	$ -	$ -	$ -
12	IRR Bayview to Belleview	$ -	$ -	$ -	$ 676,000	$ 676,000
12	Ponce from Manatee to Oleander	$ -	$ -	$ -	$ -	$ -
11/12	Wildwood/Woodlawn	$ -	$ -	$ -	$ -	$ -
12	IRR Hunter Bayview to Poinsettia	$ 650,925	$ 650,925	$ -	$ -	$ -
12	Poinsettia	$ -	$ -	$ -	$ -	$ -
12	Osecola from Oleander to Manatee	$ -	$ -	$ 372,075	$ 372,075	$ -
11	Ponce from Manatee to Rosery	$ -	$ 797,500	$ 797,500	$ -	$ -
	Other Expenses					
	Transfer to Reserves	$ 511,389		$ 232,775	$ -	$ 14,800
	BB&T Debt Service	$ 715,000	$ 715,000	$ 715,000	$ 715,000	$ 715,000
	GF Debt Service	$ -	$ -	$ -	$ -	$ -
	Totals	**$ 2,213,750**	**$ 2,488,425**	**$ 2,267,350**	**$ 2,680,075**	**$ 2,322,800**
	Fund Balance	**26/27**	**27/28**	**28/29**	**29/30**	**30/31**
	Exp	$ 1,702,361	$ 2,488,425	$ 2,034,575	$ 2,680,075	$ 2,308,000
	Rev	$ 2,213,750	$ 2,240,450	$ 2,267,350	$ 2,294,800	$ 2,322,800
	Change in FB	$ 511,389	$ (247,975)	$ 232,775	$ (385,275)	$ 14,800
	Fund Balance	**$ 1,548,682**	**$ 1,300,707**	**$ 1,533,482**	**$ 1,148,207**	**$ 1,163,007**

TOWN OF BELLEAIR

MAYOR:
GARY H. KATICA

COMMISSIONERS:
KARLA RETTSTATT
MICHAEL WILKINSON
TOM SHELLY
TOM KUREY

TOWN MANAGER:
MICAH MAXWELL

INC. 1925

901 PONCE DE LEON BOULEVARD
BELLEAIR, FLORIDA 33756-1096

PHONE (727) 588-3769

WWW.TOWNOFBELLEAIR.COM

Dear Resident,

Over the past seven years, improving Belleair's infrastructure has been a major focus for our Town, as many large projects have been scheduled and completed since 2010. It is the belief of Town staff and elected officials that such projects have been great milestones for Belleair, and should be a continued focus.

Moving forward, seventeen additional capital projects have been scheduled for completion within the next fifteen years. On the back side of this paper is a map denoting this plan, along with a prioritization ranking, estimated time frames, and details regarding the scope of each project.

The process for selecting and prioritizing these projects has been a year-long enterprise, as Town staff has been closely-assessing our infrastructure and analyzing the cost impacts via several condition sets. First, staff utilized data provided by Vanasse Hangen Brustlin, Inc. (VHB) to measure current conditions and distress levels of all of the roads in town. Next, public works staff conducted a town-wide visual inspection and ranking of all of the roads and drainage components throughout town; considering factors such as safety, runoff time, lighting, and drainage. This information was then combined into a composite ranking.

It is important to note that this ranking also takes into account projects whose construction is dependent upon the completion of surrounding improvements. For example, Bayview Drive was completed last year largely because the piping and drainage inherent with that project had to be completed first in order for future, more eastward drainage systems and outfalls to operate properly.

Aside from completion dates, some capital projects will be completed at different levels, depending on the needs of each area. This creates a distinction from a roadway being a "total re-construction" versus a "mill and re-surface" project. Total re-construction projects are more extensive and include the need for piping and road-base repair. Alternately, mill and re-surface projects are less invasive and require the stripping and replacement of asphalt alone; these projects can be completed in a more timely fashion and are far more cost-effective.

It is the belief of the Commission and the staff that this plan will move our Town into a new era of capital improvements and will continue to make Belleair a beautiful and prosperous place to live. I look forward to the future that this brings.

Gary Katica
Mayor

Upcoming Capital Improvements Projects

The below dates may be subject to change. If a road is not marked, it has either already undergone construction or is not slated for construction over the next 15 fiscal years For more information, visit www.townofbelleair.com/capitalprojects

#	PROJECT	BEG. F/Y	SCOPE
1	Ponce/Poinsettia	16/17	Total re-construction
2	Palmetto Road	17/18	Total re-construction
3	Carl Avenue	17/18	Total re-construction
4	Belleair Forest	17/18	Mill and re-surface
5	Shirley/Varona	18/19	Mill and re-surface
6	IRR South	19/20	Mill and re-surface
7	Palmetto/Bayview North	19/20	Total re-construction
8	Ponce East	21/22	Total re-construction
9	The Mall/Gardenia	22/23	Total re-construction
10	IRR North	22/23	Mill and re-surface
11	Woodlawn/Wildwood/Fairview	23/24	Mill and re-surface
12	Osceola/Varona	24/25	Total re-construction
13	Poinsettia West	25/26	Mill and re-surface
14	Ponce Central	25/26	Total re-construction
15	IRR Central	27/28	Total re-construction
16	Ponce South	28/29	Total-reconstruction
17	Osceola Central	29/30	Total re-construction

Town of Belleair Branding

The Town of Belleair currently operates using two different logos: the Town seal and the "sunset and birds" logo. There is presently mixed use of the two logos and no system in place to distinguish which should be used in given circumstances. This has resulted in general misunderstanding regarding branding, confusion over which image is preferred, and a wide spread of use among materials.

Over the past several years, staff has recognized this issue; however, a discussion on this has not previously been brought to the Commission. Staff believes direction regarding the future of Belleair's brand and image would help to unify the Town's communications front, and recommends that the Commission considers the branding options outlined below.

Additionally, the staff recognizes that now could be an opportune time to seek the design and implementation of new branding since the Town will finalize and adopt a formal communications plan and unveil a website redesign this summer that could time nicely with a branding update.

Regardless of the Commission's choice, there are likely cost implications for each alternative that involve three phases of brand unification:

- Phase 1: *Logo design/touch-up work*
- Phase 2: *Immediate deliverables to be completed within six months*
- Phase 3: *Phased-in deliverables to be completed over the course of two to three years*

Explanations and estimated expenses for each of the four options are broken out below.

Option A

Retain the current seal that was approved by the Commission in 1975 and unify it as Belleair's official logo. Although this is the approved seal of Belleair, it is not widely used, and many items would have to be converted over to make this logo uniform. Departmental branding would also be necessary for this option, as unified variants for each department would have to be created.

The seal is currently used on letterhead, window envelopes, agendas, some web materials, the Town flag, some flyers, utility bills, for the Town Hall art piece, on some vehicles, and on some employee uniforms.

Phase 1 Cost		*$300.00*
Logo design/work	*n/a*	
Phase 2 Cost		*$1,115.00*
Letterhead	*$35.00*	
Window Envelopes	*$0.00*	
Business cards	*$580.00*	
Agendas	*$0.00*	
Web materials	*[indirect cost]*	
Flag	*$0.00*	
Print flyers	*[indirect cost]*	
Utility bills	*$0.00*	
Town Hall art	*$0.00*	
Rugs	*$500.00*	
Phase 3 Cost		*$6,100.00*
Police patches	*$2,100.00*	
Vehicle decals	*$4,000.00*	
Uniforms	*[indirect cost]*	
Total Cost		***$7,515.00***

Option B

Adopt the unofficial logo that has been in partial use since the early 2000s and was designed by a staff member. Though this logo is currently more widely used, Town staff would still have to unify a style, fonts, and colors across all departments since there are many variants currently in circulation. Additionally, a final digital version of this logo would have to be decided upon and rendered to ensure a singular variant.

The "sunset and birds" logo is currently used for business cards, some web materials, some flyers, rugs, police patches, some vehicle decals, and some employee uniforms.

Phase 1 Cost		*$300.00*
Logo design/work	*$300.00*	
Phase 2 Cost		*$1,507.00*
Letterhead	*$70.00*	
Window Envelopes	*$132.00*	
Business cards	*$580.00*	
Agendas	*[indirect cost]*	
Web materials	*[indirect cost]*	
Flag	*$125.00*	
Print flyers	*[indirect cost]*	
Utility bills	*$0.00*	
Town Hall art	*$600.00*	
Rugs	*$0.00*	
Phase 3 Cost		*$2,800.00*
Police patches	*$0.00*	
Vehicle decals	*$2,800.00*	
Uniforms	*[indirect cost]*	
Total Cost		***$4,607.00***

Option C

Continue the mixed use of the two logos, but designate staff to define standards for when each should be used and how. This option would require the creation of formal guidelines and designs of each logo, but could still generate confusion regarding Belleair's branding. Departmental branding would also be necessary for this option, as unified variants for each department would have to be created.

Regarding cost implications, a determination on expenses would be contingent upon the definition of logo uses; however, this option could likely be the cheapest of the four.

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Option D

Seek a re-brand with the design of a new logo. This option would involve working internally to capture a cohesive brand identity for Belleair via interviews with stakeholders, an evaluation of the Town's vision and core values, and then later working with a graphic designer to create a new logo, color scheme, and style guide.

The Town of Belleair has never sought to formally create a logo that represents the unique history and personality of the Town, and while this option is more costly, it provides that opportunity to truly capture Belleair's identity through strong and comprehensive branding.

If the Commission wishes to pursue this path, approval of any future designs would be brought back to the group for input, evaluation, and ultimate approval. It is important to note that costs for logo design can vary greatly, depending on the wishes of the Commission.

Phase 1 Cost		*$1,500 - $25,000*
Logo design/work	**$1,500 - $25,000*	
**The cost for logo design can range greatly depending on the scope of work and desire of the Commission.*		
Phase 2 Cost		*$2,007.00*
Letterhead	*$70.00*	
Window Envelopes	*$132.00*	
Business cards	*$580.00*	
Agendas	*[indirect cost]*	
Web materials	*[indirect cost]*	
Flag	*$125.00*	
Print flyers	*[indirect cost]*	
Utility bills	*[indirect cost]*	
Town Hall art	*$600.00*	
Rugs	*$500.00*	
Phase 3 Cost		*$6,500.00*
Police patches	*$2,100.00*	
Vehicle decals	*$4,400.00*	
Uniforms	*[indirect cost]*	
Total Cost		***$10,007.00 - $33,507.00***

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0081	**Version:**	1	**Name:**	
Type:	Discussion Items			**Status:**	General Agenda
File created:	4/11/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	Discussion of Advisory Boards				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 Board Appointments & Nominations Sec. 2.10 - Commission Appointments - Boards Res. 95-13 - All Boards- Establishing Rules &Regulations Ord 196-BB of A&A (See Article IV) Sec. 5.05 - Board of Adjustment Res. 95-15 - Finance Board Duties and Responsibilities Ord 336-HPB Renaming & Duties Res. 2010-55 - Infrastructure Board Duties & Responsibilities Res. 95-16- Park & Tree Board Re-establishment & Responsibilities Sec. 5.04 - P&Z Appointment by Res Res. 95-18- Rec Board Duties				

Date	Ver.	Action By	Action	Result

Summary

To: Mayor & Commissioners
From: JP Murphy
Date: 4/27/2017
Subject:
Discussion of Advisory Boards

Summary:
Complete lists of all town advisory boards have been provided to you along with a nomination form for each advisory board. Nominations forms should be submitted by May 9, 2017, with nominations to be made at the May 16, 2017, meeting. Board appointments will be made by Resolution at the June 20, 2017, meeting. Appointees will take their board seats at the first meeting following June 20, 2017, for their specific board. The Commission should use this item to discuss the scopes of work for the boards, board composition, priorities, and frequency of the meetings, or other thoughts such as merging or dissolution of any boards.

Previous Commission Action: The commission annually appoints board members for any expiring terms on the advisory and regulatory boards.

Background/Problem Discussion: Board members typically serve two-year terms. The commission will need

to reappoint board members who offer to continue serving or nominate new residents to serve in the newly expired seats. All board members serve at the will of the Commission and are appointed or removed by a majority vote of the commission. The board's Commission advisor usually contacts the expiring member to ascertain whether or not the member wishes to continue. It would be helpful to the staff to know which board members are willing to continue as soon as possible.

Expenditure Challenges N/A

Financial Implications: N/A

Recommendation: Staff will need consensus approval to allow current expiring terms for any board meeting before June 20, 2017, to continue until June 20, 2017. Staff will also recommend that the Commission close nominations for boards with members who wish to continue serving, and where there are no new nominations for that board so that the Commission can vote on the board appointments at the May 16, 2017, meeting, to avoid the extension issue.

Proposed Motion: Discussion only, unless any boards nominations may be closed.

Board Nominations 2017

Building Board of Adjustment & Appeals

Member	Term Expiration	Confirm/Reappoint (Y/N)
Nelson Griffin	May 31, 2017	_____
John Brandvik	May 31, 2017	_____
Nathan Matthews	May 31, 2017	_____
A.T. "Buzz" Cooper	May 31, 2018	_____
Lil Cromer	May 31, 2018	_____

New Nomination:

_____

_____

_____

_____

Finance Board

Member	Term Expiration	Confirm/Reappoint (Y/N)
Mary Griffith	May 31, 2017	_____
Daniel Hartshorne	May 31, 2017	_____
John Hail	May 31, 2017	_____
Ernest Whittle	May 31, 2017	_____
Thomas Olson	May 31, 2018	_____
John Prevas	May 31, 2018	_____
Kevin Piccarreto	May 31, 2018	_____

New Nomination:

_____

_____

_____

_____

Historic Preservation Board

Member	Term Expiration	Confirm/Reappoint (Y/N)
Kathy Gaston	May 31, 2017	_____
Nelson Griffin	May 31, 2017	_____
Nancy Reardon	May 31, 2017	_____
Cliff Zurkan	May 31, 2017	_____
David Hutcheson	May 31, 2018	_____
Jody Schwahn	May 31, 2018	_____
Brand Shank	May 31, 2018	_____

New Nomination:

_____

_____

_____

_____

Board Nominations 2017

Infrastructure Board

Member	Term Expiration	Confirm/Reappoint (Y/N)
Daniel Hartshorne	May 31, 2017	_____
Doug Pace	May 31, 2017	_____
James White	May 31, 2017	_____
Chris Foley	May 31, 2018	_____
John Hail	May 31, 2018	_____
Ron Campbell	May 31, 2018	_____
Shon Flaharty	May 31, 2018	_____

New Nomination:

_____

_____

_____

_____

Park and Tree Board

Member	Term Expiration	Confirm/Reappoint (Y/N)
Robert Bender	May 31, 2017	_____
Lissa Dexter	May 31, 2017	_____
Dudley Scott	May 31, 2017	_____
Kurt Steinmann	May 31, 2017	_____
OPEN	May 31, 2018	New Nomination needed
Kathy Gaston	May 31, 2018	_____
Amy Welch	May 31, 2018	_____

New Nomination:

_____

_____

_____

_____

Planning and Zoning Board

Member	Term Expiration	Confirm/Reappoint (Y/N)
Allen Acken	May 31, 2017	_____
Marc Mariano	May 31, 2017	_____
James Millspaugh	May 31, 2017	_____
Jerome Ciliento	May 31, 2017	_____
Bonnie Sue Brandvik	May 31, 2018	_____
Gloria Burton	May 31, 2018	_____
Peter Marich	May 31, 2018	_____

New Nomination:

_____

_____

_____

_____

Board Nominations 2017

Recreation Board

Member	Term Expiration	Confirm/Reappoint (Y/N)
Scott Coletti	May 31, 2017	_____
John Rich	May 31, 2017	_____
Greg Savel	May 31, 2017	_____
Molly Fowler	May 31, 2018	_____
Cheryl Franzese	May 31, 2018	_____
Patricia Ryan	May 31, 2018	_____
OPEN	May 31, 2018	New Nomination Needed

New Nomination:

_____

_____

_____

_____

Sec. 2.10. - Commission appointments.

The commission shall appoint a town manager as provided under Article III hereof, and a town attorney or attorneys, who shall serve at the pleasure of the commission.

The commission may appoint by resolution such Advisory Boards or Ad-Hoc Committees as it may deem necessary. Membership is to be composed of residents of the town who shall serve at the pleasure of the commission.

An Advisory Board or Ad-Hoc Committee shall mean any group of citizens, so appointed, whose authority, function, duties and jurisdiction are advisory in nature to the commission. Such authority shall not include a final determination or adjudication of any personal or property rights, duties or obligation.

The commission may establish by ordinance such Regulatory Boards as it may deem necessary to fulfill the requirements of state law or of this Charter. Membership is to be composed of residents of the town, unless otherwise provided for by state law. Members appointed by the commission shall serve at the pleasure of the commission.

A Regulatory Board shall mean any group of citizens, so appointed or otherwise provided for, whose powers, authority, function, duties and jurisdiction are clearly defined as established by state law or this Charter.

(Ord. No. 227, § 11, 10-28-80/12-2-80; Ord. No. 371, § 9, 1-21-97/3-11-97)

RESOLUTION NO. 95-13

A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA, ESTABLISHING RULES AND REGULATIONS FOR ALL ADVISORY BOARDS AND REGULATORY BOARDS CREATED BY THE BELLEAIR TOWN COMMISSION.

WHEREAS, Article II, TOWN COMMISSION, Section 2.08 of the Belleair Charter provides for the Commission to appoint by resolution or ordinance such advisory boards or regulatory boards as it deems necessary; and

WHEREAS, said resolution or ordinance shall define the terms of appointment, the function, duties and authority of any Board created.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR:

Section I. That all boards created shall be governed by the following provisions:

(1) **Membership: Organization:**

a) Each Board shall have no more than seven voting members appointed by the Commission.

b) Each member shall be appointed for a two-year term. In order to provide continuity, a majority number of members shall be appointed in odd numbered years and a minority number of members shall be appointed in even numbered years. (Example - on a 7-member board, 4 members will be appointed in odd numbered years, and 3 will be appointed in even numbered years)

c) When a position becomes vacant before the end of the term, the Town Commission shall appoint a substitute member to fill the vacancy for the duration of the vacated term. A member whose term expires may continue to serve until a successor is appointed and qualified.

d) If any member fails to attend three successive meetings, the Board shall notify the Town Commission.

e) Members may be removed without notice and without assignment of cause by a majority vote of the Town Commission.

f) The members of each Board shall annually elect a Chair, Vice-Chair and Secretary from among the members and may create and fill other offices as the Board deems necessary.

g) The Town Manager may appoint a Town employee to serve as Secretary to a Board as he deems necessary.

h) The Town Clerk is custodian of all Board records.

i) Each Board shall create whatever sub-committees it deems necessary to carry out the purposes of the Board.

j) The Chair of the Board shall annually appoint the membership of each sub-committee from members of the Board.

k) The Commission may appoint a consultant(s) to a Board. A consultant may not vote or hold office.

l) The Mayor shall appoint a member of the Town Commission to serve as Commission Advisor to the Board. The Advisor shall serve as Chair pro-tem when necessary; shall endeavor to keep the Board informed of Town matters that are related to the duties and responsibilities of the Board; may be the instrument through which the Board asks for assistance or guidance from the Town; and provided further that the Commission Advisor shall not vote, hold office nor actively participate in the decision making process of the Board.

m) An appointed member of any Board must resign from said Board if the member is elected to the Town Commission. The resignation to be effective no later than the date the Commission begins.

(2) <u>Rules of Procedure: Meetings:</u>

a) Each Board shall adopt rules of procedure to carry out its purposes. All rules must conform to the Town Charter, Town Ordinances and State Law. In the absence of specific rules, <u>Robert's Rules of Order,</u> (current edition) shall govern the deliberations of the Board.

b) Each Board shall meet at regular intervals, such meetings to be called by the Town, the Board Chair, or scheduled by the Board.

c) Minutes of all Board meetings shall be kept, indicating the attendance of each member and the decision on every question. The minutes are to be approved by the Board at the next meeting and original signed copies of such minutes shall be filed with the Town Clerk immediately.

d) A majority of the members shall constitute a quorum.

e) Each decision of a Board must be approved by a majority vote of the members present at a meeting in which a quorum is in attendance and voting. Each vote shall be recorded in the minutes of the meeting.

Section II. That if any portion of this resolution is in conflict with the Town Code, the Town Code shall prevail for the named Board only.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA, this **4TH** day of **APRIL, A.D., 1995**

MAYOR

ATTEST:

TOWN CLERK

ORDINANCE NO. 196

AN ORDINANCE OF THE TOWN OF BELLEAIR, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF BELLEAIR AS THEY PRESENTLY EXIST BY REPEALING IN ITS ENTIRETY CHAPTER 5 THEREOF PERTAINING TO BUILDING REGULATIONS AND TO THE SUBJECT MATTER HEREINAFTER MENTIONED AND ADOPTING NEW SECTIONS TO THE CODE TO BE KNOWN AS CHAPTER 6: ADOPTING THE STANDARD BUILDING CODE, 1976 EDITION, AND ALL REVISIONS AND AMENDMENTS THERETO AS ADOPTED BY THE PINELLAS COUNTY LICENSING BOARD WITH CERTAIN EXCEPTIONS, REQUIRING THE ISSUANCE OF PERMITS FOR THE ERECTION, CONSTRUCTION AND ALTERATION OF BUILDINGS AND STRUCTURES, REQUIRING THE FURNISHING OF CERTAIN INFORMATION WITH RESPECT TO SUCH PERMITS, PROVIDING FOR PERMIT FEES, ADOPTING THE NATIONAL ELECTRICAL CODE, 1978 EDITION,AND ALL REVISIONS AND AMENDMENTS THEREOF AS ADOPTED BY THE PINELLAS COUNTY LICENSING BOARD, ADOPTING THE STANDARD PLUMBING CODE, 1975 EDITION, AND ALL REVISIONS AND AMENDMENTS THEREOF AS ADOPTED BY THE PINELLAS COUNTY LICENSING BOARD, BY ADOPTING THE STANDARD MECHANICAL CODE, 1976 EDITION, AND ALL REVISIONS AND AMENDMENTS THEREOF AS ADOPTED BY THE PINELLAS COUNTY LICENSING BOARD; BY ADOPTING BY REFERENCE AS PART OF THIS CHAPTER 6 ORDINANCE NO. 177 OF THE TOWN OF BELLEAIR, OTHERWISE REFERRED TO AS APPENDIX A OF THE CODE AS IT NOW EXISTS PERTAINING TO FLOOD PLAIN MANAGEMENT REGULATIONS; BY ADOPTING PROVISIONS PERTAINING TO THE CONSTRUCTION OF TENNIS COURTS IN RESIDENTIAL DISTRICTS, PROVIDING DEFINITIONS, PRESCRIBING LOCATIONS, REQUIRING A BUILDING PERMIT, ESTABLISHING FEES FOR SUCH PERMITS, ESTABLISHING HEIGHT RESTRICTIONS OF BACKSTOPS AND SIDESTOPS, REQUIRING LANDSCAPING AND RESTRICTING LIGHTING; ESTABLISHING BUILDING BOARD OF ADJUSTMENT AND APPEALS, PRESCRIBING MEMBERSHIP THEREOF, TERM OF OFFICE, PERTAINING TO QUORUM, KEEPING OF RECORDS, PERTAINING TO PROCEDURES, PERTAINING TO DUTIES AND RESPONSIBILITIES OF SAID BOARD, PERTAINING TO MEETINGS AND PERTAINING TO APPEALS; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA, that Chapter 6 of the Code of Ordinances of the Town of Belleair, attached hereto and by reference made a part hereof, be and the same is hereby adopted as part of the Code of Ordinances of the Town of Belleair. Chapter 5 of the Code of Ordinances of the Town of Belleair be and the same is hereby repealed in its entirety.

This Ordinance shall become effective ten (10) days after its enactment.

Chapter 6

BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. CODES ADOPTED

Sec. 6-1. Building code adopted.

For the purpose of establishing rules and regulations for the erection, construction, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures in the Town, the 1976 edition of the Standard Building Code, and all revisions and amendments thereof as adopted by the Pinellas County Licensing Board, hereinafter referred to as "Standard Building Code", of which three (3) copies are now and shall remain on file in the office of the Town Clerk for public use, is hereby adopted as fully as if incorporated and set forth at length herein, with the following exceptions and supplementation and as otherwise provided in the Code of Ordinances of the Town:

(A) Section 107.4 entitled "Schedule of Permit Fees" is deleted in its entirety and, in lieu thereof, the following is adopted:

For all buildings, structures, or alterations which require a building permit, the applicant shall at the time of filing an application, pay a fee as required in the following schedule:

(1) Where the valuation does not exceed one hundred dollars ($100.00) no permit fee shall be collected, unless an inspection is required, in which case there shall be a ten dollar ($10.00) inspection fee.

(2) For valuations of more than one hundred dollars ($100.00) the permit/inspection fee shall be one-half of one per cent of the estimated cost; minimum permit inspection fee shall be fifteen dollars ($15.00).

(3) For each reinspection there shall be a fee of ten dollars ($10.00).

(B) For all buildings, structures or alterations which require a building permit, the applicant for such permit, in addition to complying with all of the other requirements of the Town ordinances which include the provisions of the Standard Building Code, shall provide the Town with the following information before a permit shall be issued:

(1) The number of cubic yards of soil, dirt, rock or other materials to be delivered to or excavated or removed from the construction site;

(2) The ultimate disposition and placement of the soil, dirt, rock or other material which will be delivered to or removed from the construction site;

(3) The size (load capacity) and weight, both empty and loaded, of the trucks that will be used to transport such soil, rock, dirt or other material to or from the construction site;

(4) The route, including the names of all public roads within the Town, which will be utilized

by any and all trucks or other vehicles to move and transport said soil, dirt, rock or other material to or from the construction site;

(5) The proposed route(s), including the names of all public roads within the Town, which will be utilized by any and all trucks or other vehicles to move and transport building materials to or from the construction site.

It shall be the duty and responsibility of each applicant to notify the Town Building Department and the Town Manager within twenty-four (24) hours of any changes of information which the applicant provided the Town in answer to the foregoing. In the event any applicant shall fail to notify the Town Building Department and the Town Manager of any changes of information previously provided within the allotted time, then his building permit may be revoked and cancelled by the Town.

Sec. 6-2. Electrical code adopted.

The National Electrical Code, 1978 edition, and all revisions and amendments thereof as adopted by the Pinellas County Licensing Board, of which three (3) copies are now and shall remain on file in the office of the Town Clerk for public use, is hereby adopted as fully as if incorporated and set forth at length herein.

Sec. 6-3. Plumbing code adopted.

The Standard Plumbing Code, 1975 edition, and all revisions and amendments thereof as adopted by the Pinellas County Licensing Board, of which three (3) copies are now and shall remain on file in the office of the Town Clerk for public use, is hereby adopted as fully as if incorporated and set forth at length herein.

Sec. 6-4. Mechanical code adopted.

The Standard Mechanical Code, 1976 edition, and all revisions and amendments thereof as adopted by the Pinellas County Licensing Board, of which three (3) copies are now and shall remain on file in the office of the Town Clerk for public use, is hereby adopted as fully as if incorporated and set forth at length herein.

Sec. 6-5. Violation of sections 6-1, 6-2, 6-3 and 6-4.

Any person who violates the provisions of the building, electrical, plumbing, or mechanical codes adopted by reference in sections 6-1, 6-2, 6-3 and 6-4 hereof shall be punished as provided in this Code.

ARTICLE II. FLOOD PLAIN MANAGEMENT REGULATIONS

Appendix A of the Code of Ordinances of the Town of Belleair as the same now exists (being originally enacted as Ordinance No. 177) be and it is hereby adopted as Article II of Chapter 6 of this Code, and shall be renumbered according to Sections so that it is consistent with the section designations contained in this Code and in this Ordinance No. 196.

ARTICLE III
CONSTRUCTION OF TENNIS COURTS IN RESIDENTIAL DISTRICTS

Sec. 6-45. Definitions.

The terms used in this article shall have meanings as follows:

(A) ACCESSORY. A structure which is clearly incidental or subordinate to the principal building or use and which is located on the same lot with such principal building or use.

(B) STRUCTURE. An object which is constructed or installed or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "structure" shall be construed as if followed by the words "or part thereof".

(C) TENNIS COURT. A level paved area of designated size divided by a low net used for playing tennis. The term "tennis court" includes backstops and sidestops and is classified as an accessory structure.

Sec. 6-46. Location.

No accessory structure which violates the setback lines of Section 16.13 of the Town zoning ordinance shall be installed or constructed on any lot. A tennis court may be installed or constructed on a vacant lot in a residential district only when the vacant lot and a contiguous residential lot with a principal building are legally bound as a single parcel under the same ownership and so recorded in the public records of Pinellas County, Florida.

Sec. 6-47. Height of backstops and sidestops.

No tennis court which violates the front yard, side yard and rear setback lines may be installed or constructed on any lot in a residential district. A tennis court which maintains the front, side yard and rear setback lines appropriate to the residential district may have backstops and sidestops not to exceed fourteen (14) feet.

Sec. 6-48. Landscaping.

Backstops and sidestops for tennis courts erected under the provisions of section 6-47 hereof shall be landscaped with shrubbery.

Sec. 6-49. Lighting.

Lighting for the tennis court may be installed with the approval of the Town Manager, and if approved, such lighting may be used until 10:00 p.m. throughout the year.

Sec. 6-50. Building permit required.

No tennis court as defined herein shall be constructed, extended, altered, repaired or reconstructed without first obtaining a building permit for such work in accordance with the provisions of this ordinance and as provided in this chapter.

Sec. 6-51. Fees and information to be submitted with building permit application.

At the time of submitting an application for a permit as required by Section 6-50 hereof, the applicant must also submit the following:

(A) The permit fee in accordance with the provisions of the Standard Building Code then in effect in the Town.

(B) Adequate plans, specifications, surveys and drawings so as to disclose the structural design, appearance, landscaping, strength, durability, size, location (with reference to existing structures and property lines), drainage and lighting, if any, of the proposed tennis court.

ARTICLE IV. BUILDING BOARD OF ADJUSTMENT AND APPEALS

Sec. 6-52. Appointment and membership.

There is hereby established the Building Board of Adjustment and Appeals, hereinafter referred to as "Building Board", which shall consist of five (5) members. The membership of said Board shall be composed of one (1) architect, one (1) general contractor or engineer, and three (3) members at large from the building industry. Said members shall be appointed by the Town Commission.

Sec. 6-53. Term of office.

The members of the initial Building Board shall be appointed as hereinafter indicated:

(A) Two (2) members of the initial Board shall be appointed for a term of one (1) year; and

(B) Three (3) members shall be appointed for a term of two (2) years.

Thereafter, they shall be appointed for a term of two (2) years. Vacancies on the Building Board shall be filled for an unexpired term in the same manner in which the original appointments are required to be made. Any member who is absent from three (3) consecutive meetings of the Building Board may, at the discretion of the Town Commission, be immediately removed from office and such vacancy filled as hereinabove provided.

Sec. 6-54. Quorum.

Three (3) members of the Building Board shall constitute a quorum. In varying the application of any provisions of the Town Ordinances, the Standard Building Code, or in modifying an order of the Town building official, affirmative votes of the majority present, but not less than three (3) affirmative votes, shall be required. A member of the Building Board shall not act in a cause in which he has a personal interest.

Sec. 6-55. Records.

The Building Board shall designate the Town Clerk as Secretary and the Town Clerk shall make a detailed record of all meetings and proceedings of the Building Board. Said record shall set forth the reasons for any and all decisions of the Building Board, the vote of each member participating therein, the absence of a member, and any failure of a member to vote. All records of the Building Board shall be handled according to the Town Ordinances and the laws of the State of Florida.

Sec. 6-56. Procedures.

The Building Board shall establish rules and regulations for its own procedures not inconsistent with the ordinances of the Town, the ordinances of the County of Pinellas, the laws of the

State of Florida and the provisions of the current Standard Building Code. The Building Board shall meet at intervals to be determined by the Board Chairman, or in any event, the Building Board shall meet within ten (10) days after notice of appeal has been received.

Sec. 6-57. Duties and responsibilities.

The Building Board shall have all duties and responsibilities provided for said Board according to the ordinances of the Town, the ordinances of Pinellas County, the laws of the State of Florida and the provisions of the Standard Building Code as presently written or as hereafter amended and adopted by the Town.

Sec. 6-58. Meetings.

All meetings of the Building Board shall be public meetings and shall comply with all of the laws of the State of Florida pertaining to public meetings.

Sec. 6-59. Appeals.

All appeals from decisions shall be in accordance with the provisions and responsibilities of the ordinances of the Town, the ordinances of Pinellas County, the laws of the State of Florida and the provisions of the Standard Building Code as presently written or as hereafter amended and adopted by the Town.

Sec. 6-60. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion thereof.

PASSED ON FIRST READING: 12/20/78

PASSED ON SECOND AND FINAL READING AND ADOPTED: 1/16/79

John H Spurlock
Mayor

ATTEST:

Lorain Blankenship
Town Clerk

Board Established by Ord 196 in 1979, Charter amended in 1980 to read as below, no additional ordinances found.

Sec. 5.05. – Board of adjustment.

The commission shall have the authority to appoint a board of adjustment if judged to be in the best interests of the town. Said board of adjustment, if appointed, shall consist of five (5) members, one member to be appointed by the mayor and one member to be appointed by each of the four (4) commissioners. The board of adjustment, if created, shall be established by ordinance which shall set forth the terms of office, duties, responsibilities and authority of the members. Said ordinance creating the board of adjustment shall clearly set forth the scope of authority of the board of adjustment establishing its authority to act and render decisions on requests for variances and special exceptions from established zoning or building regulations. Any party believing that he or she is aggrieved by the actions of the board of adjustment shall have the right of appeal to the commission within thirty (30) days from any decision rendered by said board.

(Ord. No. 227, § 32, 10-28-80/12-2-80)

Amendment No. 3 to Charter: December 2, 1980 Election

RESOLUTION NO. 95-15

A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA, RE-ESTABLISHING THE FINANCE BOARD, AND SETTING FORTH ITS DUTIES AND RESPONSIBILITIES.

WHEREAS, the Town Commission has adopted Resolution No. 95-13, which prescribes the procedural Rules and Regulations for all Advisory Boards and Regulatory Boards of the Town; and

WHEREAS, the Town Commission now deems it in the best interest of the Town also to adopt a new resolution amending and restating the substantive Duties and Responsibilities of the Finance Board;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA:

Section I. That the Finance Board is hereby re-established to serve in an advisory capacity, to make recommendations to the Commission on matters set forth herein. The substantive duties and responsibilities of the Finance Board shall be governed by the following provisions:

(a) The Finance Board shall continually review and analyze the present and future financial needs of the Town and shall report its factual findings to the Town Manager, in writing, who in turn shall furnish all such reports to the Town Commission.

(b) All recommendations by the Finance Board for action by the Town shall be made by the Chairman of the Board, or his or her designee, directly to the Town Commission. Such recommendation shall be in writing, and may also be presented orally to the Commission at a scheduled Commission meeting.

(c) The Finance Board shall, when it deems appropriate, make recommendations to the Town Commission relative to both short and long range fiscal planning.

(d) The Finance Board shall conduct surveys and fact-finding studies as requested by the Town Commission and/or Mayor, and report thereon as set forth in paragraph (a) above.

Section II. That Resolutions No. 80-12 and 89-9 are hereby repealed in their entirety, and all other Resolutions or parts of Resolutions in conflict with Section I above also are to the extent of such conflict hereby repealed.

Section III. The procedural Rules and Regulations of Resolution 95-13 shall apply to the Finance Board.

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida, this **16th** day **May, A.D., 1995.**

MAYOR

ATTEST:

TOWN CLERK

ORDINANCE NO. 336

BELLEAIR HISTORIC PRESERVATION ORDINANCE

AN ORDINANCE OF THE TOWN OF BELLEAIR, FLORIDA, RENAMING THE HISTORIC PRESERVATION COMMISSION; SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF THE HISTORIC PRESERVATION BOARD; ESTABLISHING CRITERIA AND PROCEDURES FOR DESIGNATING HISTORICALLY SIGNIFICANT STRUCTURES AND HISTORIC DISTRICTS AND THE EFFECT OF SUCH DESIGNATIONS; PROVIDING FOR AN APPEALS PROCEDURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town Commission of the Town of Belleair, Florida, wishes to promote the health, education, safety and welfare of its citizens and to promote the preservation of architecturally and historically Significant Structures and Historic Districts within the Town of Belleair;

NOW, THEREFORE, be it ordained by the Town Commission of the Town of Belleair, Florida, as follows:

I. PURPOSE

A. The purpose of this ordinance is to implement the goals, objectives and policies of the Comprehensive Land Use Plan of the Town of Belleair by identifying and encouraging the protection of resources which reflect elements of the Town's cultural, social, economic,political and architectural history.

II. INTENT

A. This ordinance and regulations relating to this ordinance are intended to:

1. Encourage the continuance, conservation, and improvement of land uses in a manner appropriate to the preservation of the cultural, architectural, and historical heritage of the Town.

2. Foster civic pride in the beauty and notable accomplishments of the past.

3. Preserve and enhance environmental quality and the residential character and desirable aesthetic features of the Town.

4. Encourage property owners against destruction of, or addition of features to Significant Structures likely to have adverse effects on the historic, architectural or cultural character of the Significant Structure.

5. Encourage the preservation of the historic integrity and appearance of Significant Structures.

6. Encourage the protection of the Historic Districts against destruction, or encroachment of structures, uses, or features likely to have adverse effects on their historic, architectural, or cultural character.

7. Discourage developments in the visual environs of such areas or structures which would detract from their character.

B. It is hereby declared as a matter of public policy that the identification and designation and the encouragement of the , preservation, and protection of historic, architecturally and culturally significant resources within the Town of Belleair is necessary and proper to promote the aesthetic, economic, environmental, and educational welfare of the public.

III. DEFINITIONS

For the purposes of this ordinance, the following terms are defined as follows:

Alteration: Any act or process that changes one or more of the exterior architectural features of a building or structure, including, but not limited to, the erection, construction, or reconstruction of any building or structure.

Building: Any structure, either temporary or permanent, having a roof intended to be impervious to weather, and used or built for the shelter or enclosure of persons, animals, or property of any kind.

Construction: The act of adding an addition to an existing building or structure or the erection of a new principal or accessory building or structure on a lot or property.

Demolition: Any act or process that destroys a building or structure, in part or in whole.

Historic District: An area designated as a "Historic District" by an ordinance of the Town of Belleair, and which may contain within definable geographic boundaries one or more Significant Structures and which may have within its boundaries other buildings or structures that, while not of such historic or architectural significance to be designated as Significant Structures, nevertheless contribute to the overall visual characteristics of the Significant Structure or Significant Structures located within the Historic District.

Significant Structure: A building or structure designated as a "Significant Structure" by ordinance of the Town of Belleair, pursuant to procedures described herein, that is worthy of rehabilitation, restoration, and preservation because of its historic or architectural significance to the Town of Belleair.

Structure: Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, buildings, fences, bridges, gazebos, monuments, street markers, signs, and light poles.

IV. HISTORIC PRESERVATION BOARD

A. The Belleair Historic Preservation Commission created by Ordinance No. 312 on November 5, 1991 shall be renamed the *Historic Preservation Board.*

B. The Historic Preservation Board shall consist of five (5) members, which members shall be appointed by the Town Commission.

C. The five members appointed to the Historic Preservation Commission by Resolution 92-1 on January 21, 1992 shall continue to serve on the Historic Preservation Board for the terms described on Resolution 92-1. Thereafter, the members shall be appointed for terms of two (2) years. Vacancies on the Historic Preservation Board shall be filled for an unexpired term in the same manner in which the original appointments are required to be made. Any member who is absent from three (3) consecutive meetings, may, at the discretion of the Town Commission, be immediately removed from office and such vacancy filled as hereinabove provided. Whenever possible the board should include at least one of each of the following: an architect, a planner, an attorney, a historian and a neighborhood activist.

D. Three (3) members of the Historic Preservation Board shall constitute a quorum. No member of the Historic Preservation Board shall vote on any matter in which that member has a direct or indirect financial interest.

E. The Historic Preservation Board shall elect a chairman, as well as any other officers determined to be necessary to advance its purpose. The Board shall have the authority to establish a regular meeting time and the Chairman or any other officer or any two Board Members may call other meetings as needed. All meetings shall be open to the public. Minutes shall be kept of the meetings.

V. DUTIES OF THE HISTORIC PRESERVATION BOARD

The duties of the Historic Preservation Board are advisory only and may specifically include:

A. Adoption of its own procedural rules and regulations as necessary for the conduct of its business.

B. Conduct of surveys of historically and architecturally significant structures and districts within the Town.

C. Increasing public awareness of the value of historic and architectural preservation by developing and participating in public education programs.

D. Investigating and recommending to the Town Commission the adoption of ordinances designating buildings or structures having special historic or architectural value as "Significant Structures".

E. Investigating and recommending to the Town Commission the adoption of ordinances designating areas having special historic or architectural value as "Historic Districts".

F. Making recommendations to the Town Commission concerning utilization of state, federal, and private funds to promote the preservation of Significant Structures and Historic Districts within the Town.

G. Making recommendations to the Town Commission concerning acquisition of a Significant Structure where its preservation is essential to the purposes of this act and where private preservation is not feasible.

H. Upon request of the Town Manager or Town Commission, review applications for construction, alteration, relocation, or demolition permits affecting proposed or designated Significant Structures or buildings or structures within Historic Districts and making recommendations to the Town's Building Department and the Town Commission with respect to the granting of any such permit. Applicants may be required to submit plans, drawings, specifications, and other information as may be necessary for the Building Department and the Town Commission to make decisions. The Historic Preservation Board, at the direction of the Town Commission, may establish guidelines describing the information that may be required to assist applicants in preparing their applications.

I. Undertaking any other action or activity specifically delegated to it or requested by the Town Commission.

VI. DESIGNATION OF SIGNIFICANT STRUCTURES AND HISTORIC DISTRICTS

A. Nomination.

Nominations of Significant Structures for historic preservation shall be made to the Historic Preservation Board or the Town Commission, and may be submitted by a member of the Historic Preservation Board, by the owner of the property or structure to be nominated, or by the Town Commission or any member thereof.

B. Notice to Owner.

Notice of a proposed designation shall be sent by certified mail to the owner of the property proposed for designation, inviting the owner to attend a meeting of the Historic Preservation Board to discuss the meaning of designation, the advantages, both historically and financially, of historic preservation of the property, and to encourage the property owner to preserve the property consistent with its historic character and proposed designation; provided, however, any such meeting or action by the property owner to historically preserve his property shall be totally voluntary on the property owner's part. The Notice shall also make it clear that historic designation will, in and of itself, not effect, abrogate, nor limit the property owner's rights with respect to his property.

C. Meeting.

The Historic Preservation Board shall hold a public meeting prior to recommending designation of any Significant Structure or Historic District. The Historic Preservation Board, owners,, and any interested parties may present testimony or documentary evidence at the meeting which will become part of a record regarding the historic or architectural importance of the proposed Significant Structure or Historic District. The record may also contain expert testimony, public comments, or other evidence offered outside of the meeting.

D. Criteria for Designation.

The Historic Preservation Board shall investigate and make a determination as to whether a nominated property, building, structure, or area meets one or more of the following criteria:

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the Town, county, state, or nation;

2. Its location as a site of significant local, county, state, or national event;

3. Its identification with a person or persons who significantly contributed to the development of the Town, county, state, or nation;

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

5. Its identification as the work of a master builder, craftsman, designer, engineer, architect, landscape architect, or planner whose individual work has influenced the development of the Town, county, state, or nation;

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

7. Its embodiment of design elements that make it structurally or architecturally innovative;

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

9. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration.

E. Findings and Recommendation

The Historic Preservation Board after its review and investigation of a nominated property shall forward its recommendation, if any, to the Town Commission on whether or not to make the designation, together with a written report with findings of fact. The report shall review the testimony at the meeting, survey information and other material the Historic Preservation Board has assembled and shall explain how the property under consideration meets one or more of the above criteria.

F. Designation of a Significant Structure.

The Town Commission shall enact an ordinance designating an individual property, building, or structure as a Significant Structure if it:

1. Possesses special character or historic or aesthetic interest or value as part of the cultural, social, economic, political, and architectural history of the Town, county, state, or nation; or

2. Is identified with a person, event, or period of historic significance, or

3. Embodies the distinguishing characteristics of an architectural style, or a master builder, craftsman, designer, architect, landscape architect that was influential in the history of the Town, county, state, or nation, or

4. Is, by virtue of its design or location, important to maintaining the unique character of the Town.

G. Designation of an Historic District.

The Town Commission shall enact an ordinance designating a group of properties, buildings, or structures as a Historic District if it:

1. Contains properties, buildings, or structures which meet one or more of the criteria for designation of a Significant Structure; and by reason of possessing such qualities, it constitutes a distinct section of the Town, or

2. Embodies distinguishing characteristics of one or more architectural types, or contains specimens inherently valuable for the study of a period, style or methods of construction or use of indigenous materials or craftsmanship, or

3. Is representative of the notable works of one or more master builders, craftsmen, designers, architects, landscape architects, or planners that was influential in the history of the Town, county, state, or nation.

The boundaries of each Historic District designated henceforth shall be specified in detail and shall be filed, in writing, in the Town Clerk's office for public inspection.

H. Effect of Designation.

1. This ordinance and the designation of a structure as a Significant Structure or the designation of an areas as an Historic District, is not intended to nor does it impose any obligation on the property owner to preserve the structure as a significant structure, or restrict the owner's basic right to use and dispose of his property as he or she sees fit.

2. This ordinance and subsequent historic designation of a structure or district is only intended to provide an opportunity to educate a property owner of the historic and cultural significance of his property and the benefits of preserving the property as a Significant Structure.

3. Specifically, this ordinance and subsequent historic designation is intended to encourage the preservation of significant historic resources in these ways:

   a. By providing official recognition of the historic significance of the property and encouraging consideration of its historic value in future development planning;

   b. By imposing limited protection from activities involving funding, licensing, or assistance by Federal agencies that could result in damage or loss of the property's historic values; and

   c. By making the property eligible for Federal financial incentives for historic preservation.

   d. Designated significant structures and historic districts, at the option of the Town Commission, may be eligible for forms of relief from variance fees building codes and other relief.

I. Amendment or Rescission/Appeal.

Designation may be amended or rescinded upon petition to the Town Commission on the basis of changed circumstances and according to the same criteria set forth herein for designation.

J. Comprehensive Land Use Plan and Zoning Map.

Following designation, the Town Manager shall initiate action at the earliest possible date to amend the Town's Comprehensive Land Use Plan to identify designated Significant Structures and Historic Districts on the land use map, and to amend the Town's zoning map to identify Significant Structures and Historic Districts.

VII. SEVERABILITY

If any particular section of this ordinance is declared to be unconstitutional or void, only that particular section is affected, and all other sections of this ordinance shall remain in full force and effect.

VIII. CONFLICT

This ordinance takes precedence in the event of any conflict with any other ordinance of the Town of Belleair.

IX. EFFECTIVE DATE

This ordinance shall be in full force and effect thirty (30) days after its passage and approval upon second and final reading in the manner prescribed in Section 2.11 of the Town Charter of the Town of Belleair, Florida.

PASSED ON FIRST READING — Date: September 7, 1993

PASSED AND ADOPTED ON SECOND AND FINAL READING — Date: September 21, 1993

Kent Weible, Mayor

ATTEST:

Lorain Blankenship, Town Clerk

#24673

RESOLUTION NO. 2010-55

A RESOLUTION OF THE TOWN OF BELLEAIR,FLORIDA, ESTABLISHING THE INFRASTRUCTURE BOARD; APPOINTING MEMBERS THERETO; AND SETTING FORTH ITS DUTIES AND RESPONSIBILITIES.

WHEREAS, the Town Commission of the Town of Belleair is desirous of establishing the Infrastructure Board; and

WHEREAS, the membership of the Infrastructure Board shall be comprised of five members; and

WHEREAS, the Commission further establishes the duties and responsibilities for the Infrastructure Board.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA:

Section 1. That the Infrastructure Board is hereby established to serve in an advisory capacity, to make recommendations on matters set forth herein. The substantive duties and responsibilities of the Infrastructure Board shall be governed by the following provisions:

(a) The Infrastructure Board shall continually review and analyze the present and future infrastructure needs of the Town, as well as short and long term infrastructure planning.

(b) The Infrastructure Board shall conduct surveys and fact-finding studies as requested by the Town Commission.

(c) All recommendations by the Infrastructure Board for action by the town shall be made to the Town Manager, who in turn shall furnish such reports to the Town Commission

Section 2. That all Resolutions or parts of Resolutions in conflict with Section I above also are to the extent of such conflict hereby repealed.

Section 3. The procedural Rules and Regulations of Resolution 95-13 shall apply to the Infrastructure Board.

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida, this **21st** day of **DECEMBER, A.D., 2010.**

Mayor

ATTEST:

Donna Carlen

Town Clerk

RESOLUTION NO. 95-16

A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA, RE-ESTABLISHING THE PARK AND TREE BOARD, AND SETTING FORTH ITS DUTIES AND RESPONSIBILITIES.

WHEREAS, the Town Commission has adopted Resolution No. 95-13 which prescribes the procedural Rules and Regulations for all Advisory Boards and Regulatory Boards of the Town; and

WHEREAS, the Town Commission now deems it in the best interest of the Town also to adopt a new Resolution amending and restating the substantive Duties and Responsibilities of the Park and Tree Board;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA:

Section I. That the Park and Tree Board is hereby re-established to serve in an advisory capacity, to make recommendations to the Commission on matters set forth herein. The substantive duties and responsibilities of the Park and Tree Board shall be governed by the following provisions:

(a) The Park and Tree Board shall continually review and analyze the present and future landscaping and structural plans of existing Town parks and public areas. This shall be done in a concerted effort toward maintaining and/or upgrading the overall beautification of the Town of Belleair, in accordance with the Town's approved Master Landscape Plan. The Park and Tree Board shall make any recommendations directly to the Town Commission relative to both short and long range plans. All such recommendations shall be made by the Chairman of the Board, or his or her designee and shall be in writing. The Board may also present such recommendation orally to the Commission at a scheduled meeting.

(b) The Park and Tree Board shall make findings of fact concerning any matter within its review directly to the Town Manager, in writing. The Town Manager in turn, shall provide such reports to the Town Commission.

(c) The Park and Tree Board shall coordinate efforts of individual citizens and groups in specific beautification projects approved by the Town Commission or proposed amendments to the Master Landscape Plan. All proposed amendments initiated by any citizen or group within the Town first shall be submitted to, and reviewed by, the Board in its advisory capacity. The Board shall make written findings of fact and shall transmit same, in writing, to the Town Manager, and shall provide a recommendation with respect to such proposed amendment directly to the Town Commission, pursuant to paragraph (a) above. All residents living adjacent to, or across the street from, any public area affected by such proposed amendment, shall be notified in writing by the Town and given direct notice of all meetings held with respect thereto.

(d) The Park and Tree Board may make available bulletins and informative literature to all property owners within the Town of Belleair, with a view toward assisting residents in maintaining the high standard of beautification of private property situated within the Town.

(e) The Park and Tree Board may accept, subject to the approval of the Town Commission, gifts to the Town of Belleair of such items as land, approved plantings as designated on the Master Landscape Plan, fountains, benches and other items contributing to the beauty and use of park areas. The Board may also accept gifts of money for the special purposes of the Master Landscape Plan, memorials, or gift catalogue, subject to the approval of the Town Commission.

(f) The Park and Tree Board shall conduct surveys and fact-finding studies as requested by the Commission. Reports thereon shall be provided as set forth in paragraph (b) above.

Section II. That Resolutions No. 77-7 and 85-8 are hereby repealed in their entirety, and all other Resolutions or parts of Resolutions in conflict herewith also are, to the extent of such conflict hereby repealed.

Section III. The procedural Rules and Regulations of Resolution 95-13 shall apply to the Park and Tree Board.

Section IV. The Board shall have no independent authority to expend Town funds. Expenditures for approved budget items shall be made pursuant to existing Town policy. With respect to any proposed expenditure, however, that is not within a previously-approved budget line-item, the Board must make any recommendation concerning such additional expenditure directly to the Town Commission, as provided above. The Town Clerk shall be the custodian of all Town Accounts with respect to budgeted funds allocated by the Town Commission to matters with respect to which the Board is serving in an advisory capacity. Any funds allocated to items with respect to which the Board is serving in an advisory capacity, and which are not expended by the Town in any budget year, shall revert to the surplus funds of the Town, at the end of such budget year.

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida, this **16th** day **May, A.D., 1995.**

MAYOR

ATTEST:

TOWN CLERK

#55508.1

Sec. 5.04. - Planning and zoning board.

The town commission shall appoint by resolution a planning and zoning board whose members shall serve at the pleasure of the commission.

(Ord. No. 227, § 32, 10-28-80/12-2-80; Ref. of 3-11-08, Amend. No. 3)

RESOLUTION NO. 95-18

A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA, RE-ESTABLISHING THE RECREATION BOARD, AND SETTING FORTH ITS DUTIES AND RESPONSIBILITIES.

WHEREAS, the Town Commission has adopted Resolution No. 95-13, which prescribes the procedural Rules and Regulations for all Advisory Boards and Regulatory Boards of the Town; and

WHEREAS, the Town Commission now deems it in the best interest of the Town also to adopt a new resolution amending and restating the substantive Duties and Responsibilities of the Recreation Board;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA:

Section I. That the Recreation Board is hereby re-established to serve in an advisory capacity, to make recommendations to the Commission on matters set forth herein. The substantive duties and responsibilities of the Recreation Board shall be governed by the following provisions:

(a) The Recreation Board shall continually review and analyze the present and future recreation programs and plans of the Town in a concerted effort toward maintaining and/or upgrading the overall recreation programs and plans of the Town of Belleair and to assure that any funds, land, buildings and equipment designated by the town of Belleair, or by private donors, for recreational purposes, are utilized in the most efficient and equitable manner for the benefit of the citizens of the Town of Belleair.

(b) The Board shall report any findings of fact resulting from paragraph (a) above to the Town Manager, in writing, who in turn shall furnish such reports to the Town Commission.

(c) The Recreation Board shall make any recommendations for modification of existing programs or new programs directly to the Town Commission, as the Board deems necessary for the maintenance of high standards of recreation in the Town and for the attainment of goals set forth in (a) above. All such recommendations shall be made by the Chairman, or his or her designee, in writing, and may also be presented orally to the Commission at a scheduled meeting.

(d) The Recreation Board shall coordinate efforts of individual citizens and groups in specific recreation projects which utilize Town recreation or general facilities.

(e) The Recreation Board shall, when it deems appropriate, make recommendations directly to the Town Commission relative to both short and long range recreational land acquisitions and/or building modification or new construction. All such recommendations shall be made as provided in paragraph (c) above.

(f) The Recreation Board may encourage, and accept, subject to the approval of the Town Commission, gifts to the Town of Belleair of such items as land, recreational equipment and other items contributing to the recreational benefit of the residents of the Town.

(g) The Recreation Board shall conduct surveys and fact-finding studies as requested by the Town Manager and/or Mayor, and shall report thereon as set forth in paragraph (b) above.

Section II. That all other Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflict hereby repealed.

Section III. The procedural Rules and Regulations of Resolution 95-13 shall apply to the Recreation Board.

Section IV. The Board shall have no independent authority to expend Town funds. Expenditures for approved budget items shall be made pursuant to existing Town policy. With respect to any proposed expenditure, however, that is not within a previously-approved budget line-item, the Board must make any recommendation concerning such additional expenditure directly to the Town Commission, as provided above. The Town

Clerk shall be the custodian of all Town Accounts with respect to budgeted funds allocated by the Town Commission to matters with respect to which the Board is serving in an advisory capacity. Any funds allocated to items with respect to which the Board is serving in an advisory capacity, and which are not expended by the Town in any budget year, shall revert to the surplus funds of the Town, at the end of such budget year.

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida, this **16th** day **May, A.D., 1995.**

MAYOR

ATTEST:

TOWN CLERK

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0060	**Version:**	1	**Name:**	
Type:	Proclamation			**Status:**	General Agenda
File created:	3/22/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	Drinking Water Week Proclamation 2017				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Drinking Water Week 2017				

Date	Ver.	Action By	Action	Result

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IN RECOGNITION OF
DRINKING WATER WEEK

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support of our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society-low mortality rates, economic growth and diversity, productivity, and public safety-is in some way related to access to safe water; and

WHEREAS, the Town of Belleair has considered the health, environment and social impact of ensuring that facilities and systems provide citizens with a safe, dependable quality and quantity of water both now and for future needs; and

WHEREAS, each citizen of our town is called upon to help protect our source waters from pollution and to practice water conservation.

NOW, THEREFORE, I, GARY H. KATICA, MAYOR of the TOWN OF BELLEAIR, FLORIDA, do hereby proclaim the week of MAY 7-13, 2017 to be

DRINKING WATER WEEK

Given under my hand and Seal of the Town of Belleair, Florida this 2nd day of May, 2016.

_____

Mayor

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0102	**Version:**	1	**Name:**	
Type:	Proclamation			**Status:**	General Agenda
File created:	4/28/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	Proclaiming May 7-13 as Municipal Clerk's Week				
Sponsors:	JP Murphy				
Indexes:					
Code sections:					
Attachments:	clerksweek				

Date	Ver.	Action By	Action	Result

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WHEREAS, the office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, GARY H. KATICA, Mayor of the TOWN OF BELLEAIR, FLORIDA, do hereby proclaim May 7th, through May 13th, 2017, as

MUNICIPAL CLERKS WEEK

and further extend appreciation to our Municipal Clerk Department, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Given under my hand and the Seal of the TOWN OF BELLEAIR, FLORIDA, this 2nd day of MAY, A.D., 2017.

MAYOR

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0101	**Version:**	1	**Name:**	
Type:	Discussion Items			**Status:**	General Agenda
File created:	4/27/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	Confirmation of Director of Support Services (Finance) Department				
Sponsors:	JP Murphy				
Indexes:					
Code sections:					
Attachments:	finance director - sm - resume finance director - sm - cover letter				

Date	Ver.	Action By	Action	Result

Summary

To: Mayor Gary H. Katica, Commissioners
From: JP Murphy
Date: 4/27/2017
Subject:
Confirmation of Director of Support Services (Finance) Department

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Summary:
The Town Charter requires that department directors may be appointed by the Town Manager, subject to confirmation of the Commission. I have selected Stefan Massol to serve as the director of the Support Services department. The Support Services department includes the functions of human resources, information technology, finance, and accounting. Mr. Massol previously served the town as the finance supervisor and a brief stint as the assistant finance director. I've found him to be diligent and well regarded among his peers. His strong performance during last year's annual audit gave me more comfort than the other candidates I met with. Mr. Massol's resume is attached. In addition, he will be present at the meeting for questions.
Previous Commission Action: The commission hired the current finance director as the town manager.

Background/Problem Discussion: N/A

Financial Implications: N/A

Recommendation: I would recommend that the Town Commission confirm Stefan Massol as the Director of Support Services

Proposed Motion I move approval/denial of the confirmation of Stefan Massol as the Director of Support Services.

Stefan Massol

2351 Hawthorne Dr, Clearwater, FL 33763 ▪ (407) 864-8415 ▪ Stefan.Massol@gmail.com

Objective To professionally serve the public in the field of local government management

Core Competencies

Management

- Serving as a supervisor for three employees, training new utility billing clerk at Town of Belleair
- Supervising four employees in accounting division and utility billing functions for the City of Tarpon Springs
- Acting as project manager for three cooperatively funded projects with the Southwest Florida Water Management District
- Working with department directors to develop purchasing practices that are fully compliant with all local and state requirements
- Emergency management: Trained under FEMA National Incident Management System as Finance Chief (L-973) and units 100, 200, 300, 400, 700, 800

Communication

- Writing and presenting agenda items to Finance Board and Town Commission, providing analysis and recommendations
- Answering questions and resolving issues raised by building permit applicants and utility billing customers
- Publishing multiple formal bid solicitations and contracts for services
- Serving as procurement officer to communicate terms of bid solicitations and managing the evaluation/award process

Problem Solving

- Designed bank reconciliation tool to automate parts of process, both for Town of Belleair and City of Tarpon Springs
- Developed new policy and online form solution for travel and training, creating a platform for approval workflows and peer education upon return
- Reallocated workload and redesigned processes to ensure duties of former Utility Billing Supervisor continued uninterrupted at Tarpon Springs
- Helped create a rate analysis tool in Excel used to design a sustainable rate structure

Financial Management

- Compiling data and producing schedules for the CAFR
- Consulting with directors throughout the year regarding the budget and policies
- Conducting acquisition research and performing internal audits of the Belleview Biltmore Golf Club
- Managing financial functions including purchasing, bank reconciliation, grants, utility billing, internal/external audit, and general accounting
- Coordinating public assistance grant request at City of Tarpon Springs for emergency response costs following Hurricane Hermine

Work History

Accounting Manager	City of Tarpon Springs	June 2016 - Present
Finance Supervisor	Town of Belleair	April 2014 - June 2016
Management Analyst	Town of Belleair	May 2012 - April 2014
Accounting Intern	City of Tallahassee	January 2012 - April 2012
Research Assistant	Florida State University	May 2011 - December 2011
Congressional Intern	Office of Allen Boyd	May 2008 - August 2008

Education

Master of Public Administration Florida State University September 2010 – April 2012

Concentration in Public Financial Management

Bachelor of Arts Florida State University September 2007 – May 2010

Dual Major Political Science and International Affairs

Stefan Massol

2351 Hawthorne Dr, Clearwater, FL 33763 ▪ (407) 864-8415 ▪ Stefan.Massol@gmail.com

April 11, 2017

Mr. JP Murphy
Town of Belleair
901 Ponce de Leon Blvd.
Belleair, FL 33756

Greetings Mr. Murphy:

I am contacting you to express an interest in the position of finance director. As you know, I began my career in local government as a management analyst with the Town of Belleair. I served the Town from May 2012 until June 2016. In those four years, I was repeatedly given new learning opportunities that allowed me to grow both personally and professionally.

As management analyst I was given a series of responsibilities: preparing the annual budget, comprehensive annual financial report, annual strategic financial plan and other annual reports. I was also tasked with several special projects. These include the acquisition of the Belleview Biltmore Golf Club, reevaluation of the Town's water rate structure, and a feasibility study of alternative water supply options for the Town.

In 2014 I was promoted to the position of finance supervisor to manage the accounting, payroll, accounts payable and utility billing functions of the Town. With the hiring of a new utility billing clerk in 2014 I had the opportunity to study and improve work processes and service-delivery methods. Following my promotion, I worked with department directors and staff at the Town to ensure compliance with all purchasing and travel policies and developed systems to facilitate improvement. In addition, I created a new tool that enabled staff to produce accurate bank reconciliations at reduced cost to the Town.

In the time I spent at the Town of Belleair I was consistently provided opportunities to acquire and exercise new skills that have made me a better public servant.

Last June I was offered the role of accounting manager for the City of Tarpon Springs which I currently hold. The position presented new opportunities for me to grow professionally and learn new skills. In this role I perform many of the same functions that I did in Belleair which has given me the opportunity to compare methods and processes between organizations. I believe that this perspective will be an asset to me as a leader in the Town.

It would be an honor to return and serve the Town of Belleair as finance director.

Sincerely,

Stefan Massol

Resume Enclosed

Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Details (With Text)

File #:	17-0076	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	General Agenda
File created:	4/6/2017			**In control:**	Town Commission
On agenda:	5/2/2017			**Final action:**	
Title:	Resolution 2017-08 Designating the List of Authorized Signers				
Sponsors:					
Indexes:					
Code sections:					
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Date	Ver.	Action By	Action	Result

Summary

To: Mayor and Commissioners
From: Christine Torok
Date: 4/20/2017

Subject:
Resolution 2017-08 Designating the List of Authorized Signers

Summary:
Due to changes in executive staff, the town needs to change its list of authorized signers for its bank accounts
Previous Commission Action: The Commission last amended the list of signers in Resolution 2016-06

Background/Problem Discussion: None

Expenditure Challenges None

Financial Implications: None

Recommendation: None

Proposed Motion Move approval of Resolution 2017-08.

RESOLUTION NO. 2017-08

A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA, AUTHORING DESIGNATED SIGNERS FOR ACCOUNTS WITH SUNTRUST BANK OF TAMPA BAY, BELLEAIR BLUFFS, FLORIDA.

WHEREAS, from time to time, the Town Commission wishes to amend the list of persons as designated signers on behalf of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA, that:

SunTrust Bank of Tampa Bay, Belleair Bluffs, Florida, be and is hereby directed to honor, pay and charge to the accounts of the Town, without inquiry as to the circumstances of the issuance or application of the proceeds of, checks, drafts, items or other written orders on any of the Town's accounts with SunTrust Bank, whether or not payable to, endorsed or negotiated by or for the credit of any person signing the same or any other person of the Town, when signed by two (2) of the following persons of the Town.

Gary H. Katica, Mayor _____

Karla Rettstatt, Deputy Mayor _____

JP Murphy, Town Manager _____

Stefan Massol, Finance Director _____

Doug Speta, Assistant Finance Director _____

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida, this **2nd** day of **MAY, 2017.**

_____
Mayor

ATTEST:

_____

Town Clerk