



# Town of Belleair

901 Ponce de Leon Blvd.  
Belleair, FL 33756

## Meeting Agenda Town Commission

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Tuesday, November 21, 2017

6:00 PM

Town Hall

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**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.

[17-0246](#) 1466 Orange Avenue: Special Certificate of Appropriateness

**Attachments:** [US Secretary of Interior's Standards for Rehabilitation Summary](#)  
[1466 Orange\\_Special COA Application Recommendation](#)  
[11x17 Site Plan](#)  
[1466 Orange\\_2017 COA Site Plans](#)  
[SCOA Photos Combined](#)

[17-0253](#) 1466 Orange Avenue: Historic Tax Abatement Discussion

**Attachments:** [DOS Part 1 and 2 Complete with Recommendation](#)

[17-0254](#) Second Reading of Ordinance 516 - Amending the Police Pension

**Attachments:** [Christiansen Letter](#)  
[516 - Amending the Police Pension Plan](#)  
[Actuarial Impact Statement](#)

### **CITIZENS COMMENTS**

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

**CONSENT AGENDA**

[17-0247](#) Approval of November 8, 2017 Special Meeting/Audit Committee Minutes and November 8, 2017 Regular Meeting Minutes

**Attachments:** [SM 11-08-2017 AC](#)  
[RM 11-08-2017](#)

[17-0249](#) Disposal of Capital Assets #2017-3

**Attachments:** [2017-3 disposal of capital assets](#)

**GENERAL AGENDA**

[17-0203](#) Whit Blanton-Director, Forward Pinellas-Presentation

[17-0251](#) Resolution 2017-30 Final Budget Amendment FY 2016-17

**Attachments:** [2017-30 11.21.17 Budget Amendment](#)

[17-0248](#) Award of Bid for Harold's Lake Sediment Removal

**Attachments:** [Notice of Award](#)

[17-0250](#) FY 2017-18 Renewal of contract for Auditor

**Attachments:** [Audit Engagement Letter 2017-18](#)

[17-0252](#) Capital equipment purchases for FY 2017-18 in Public Works

**Attachments:** [Reel Mower Quote](#)  
[Vacuum Trailer Quote](#)

[17-0255](#) Approval of the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for Joint Control of Pollutants within Pinellas County

**Attachments:** [ILA Joint Control of Pollutants 2012 Agrmt](#)  
[100819\\_ILAJPC\\_101917\\_FINAL](#)  
[Signature Template FINAL JPC 101917](#)

[17-0256](#) Approval of First Amendment to the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for water quality and biological monitoring.

**Attachments:** [ILA for Water Qual & Bio Monitoring 2013](#)  
[1st Amendment ILA WQM 10-27-17](#)  
[Signature Template \(corrected\) MS4 Int Loc Agr 102617](#)

**TOWN MANAGER'S REPORT**

**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.



## Legislation Details (With Text)

**File #:** 17-0246      **Version:** 1      **Name:**  
**Type:** Action Item      **Status:** Public Hearing  
**File created:** 11/13/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** 1466 Orange Avenue: Special Certificate of Appropriateness  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [US Secretary of Interior's Standards for Rehabilitation Summary](#)  
[1466 Orange Special COA Application Recommendation](#)  
[11x17 Site Plan](#)  
[1466 Orange 2017 COA Site Plans](#)  
[SCOA Photos Combined](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Town Commission  
From: Cathy DeKarz, Management Analyst / Historic Preservation Board  
Date: 11/21/2017

**Subject:**  
1466 Orange Avenue: Special Certificate of Appropriateness

**Summary:**  
In order to complete any renovations or construction over \$25,000 to the exterior of a Town-recognized historic property, a Special Certificate of Appropriateness must first be granted by the Historic Preservation Board and by the Town Commission to the property owner in-question. On November 14, 2017, the Historic Preservation Board met to preliminarily review a Special Certificate of Appropriateness for the historic property owned by Ms. Patricia Irwin (1466 Orange Avenue), and recommended complete approval of the certificate.

Following the Historic Preservation Board's recommendation for Ms. Irwin's Special Certificate of Appropriateness Application, the Commission is now charged with reviewing the recommendation, along with the application, site plans, and other commentary, and shall vote to approve or deny the certificate.

**Previous Commission Action:** None.

**Background/Problem Discussion:** 1466 Orange Avenue (the single-family home owned by the applicant, Ms. Patricia Irwin) is designated as a locally historic property, and sits at the southwest corner of Orange Avenue and Woodlawn Avenue in Belleair. The home was built in 1915, is defined as a "Florida Cracker Style" structure, and is a part of the historic "Bidwell's Wildwood Park" area of

Belleair. Notable features of 1466 Orange Avenue include its “extremely pitched roof,” wood frame, vinyl siding, and shingle roof. In 2007, the property was unanimously approved for historic protection by the Historic Preservation Board per the following four criteria points (note: only one is required):

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the town, county, state, or nation
2. Its embodiment of distinguishing characteristic of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials
3. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant
4. Its suitability for preservation or restoration

Now, Ms. Irwin and her contractor have submitted an application for a Special Certificate of Appropriateness to the Town, along with site plans and specifications for the alterations being proposed. Such alterations include:

- The addition of a sunroom on the side of the home (with high-pitched, shingled roof and vinyl siding)
- The upgrade of exterior doors to hurricane standards
- The upgrade of all windows to hurricane standards, in like-kind to the originals
- An extension to the brick chimney over the addition, with like-kind materials
- The addition of a closed-in porch on the front of the house
- The construction of a covered breezeway with brick walkway pavers that connects the existing garage to the main house (with high-pitched, shingled roofing features)

Though the Historic Preservation Board recommended approval for these alterations (and judged them for their ability to preserve and honor the historic nature of the home), the Commission is now tasked with making the final approval/denial of this Special Certificate of Appropriateness for the proposed alterations on 1466 Orange Avenue. Such a decision is made by using the United State Secretary of Interior’s Standards for Rehabilitation and the ten tenants set forth therein that speak to the preservation of historical resources (see attached).

**Expenditure Challenges** None.

**Financial Implications:** None.

**Recommendation:** N/A

**Proposed Motion** I recommend approval/denial of the submitted Special Certificate of Appropriateness for 1466 Orange Avenue for the improvements submitted.

# **The Secretary of the Interior's Standards for Rehabilitation**

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

*The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.*

- 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
- 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**



# TOWN OF BELLEAIR SPECIAL CERTIFICATE OF APPROPRIATENESS APPLICATION

## FOR STAFF USE ONLY

COA#: 2017-1

Commission Recommendation: \_\_\_\_\_

Date: \_\_\_\_\_

Historic Preservation Board Recommendation: Approval

Date: 11-14-17

RECEIVED  
RECEIVED  
BELLAIR BLDG. DEPT.  
BELLAIR BLDG. DEPT.

OCT 19 2017

CD

TIME REC.  
TIME REC.

Amended 11/8/17 CD

**Instructions:** All required supporting materials must be provided; incomplete applications will not be evaluated. If additional space is needed, attach additional sheets. The Special Certificate of Appropriateness is valid for a period of 365 days after the date of approval, unless otherwise specifically provided by the approval. An extension of up to 180 days may be requested to complete work in-progress if requested prior to the expiration date, work has commenced, and the scope of work originally approved has not changed. Otherwise, the owner must re-apply.

## A. GENERAL INFORMATION (To be completed by all applicants).

### 1. Property Identification and Location:

Name of Property/Business: PATRICIA IRWIN

Property Identification Number (from tax records): \_\_\_\_\_

Address of Property: 1486 Orange Ave. Belleair FL - 33756

### 2. Mailing Addresses:

Property Owner: PATRICIA IRWIN

Address: 1486 Orange Ave.

City: Belleair State: FL Zip Code: 33756

Phone Number (H): Cell 813 951-5323 (W): \_\_\_\_\_

Occupant: Yes (same)

Address: same

City: same State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number (H): \_\_\_\_\_ (W): \_\_\_\_\_

Agent/Engineer/Architect: Victor Wozniak Wozniak Builders Inc.

Address: P.O. Box 326 Dade City FL 33526

### 3. Existing Uses and Building Condition: Residential Property - Historical Protection

### 4. Type of Request:

### Proposed Use:

<input checked="" type="checkbox"/> Alteration of an archaeological site	<input checked="" type="checkbox"/> Single-family residence	<input type="checkbox"/> New construction
<input checked="" type="checkbox"/> Exterior alteration of building/structure	<input type="checkbox"/> Multi-family residence	<input type="checkbox"/> Relocation
<input type="checkbox"/> Demolition	<input type="checkbox"/> Other:	

5. Estimated Cost of Work:

\$70,000

6. Written Description of Proposed Work:

All applications must include at least two photographs with different views showing the sides of the designated property which will be altered. Also, if required, include photographs of all adjacent properties. Explain what changes will be made and how they will be accomplished. If required, submit detailed plans and elevation drawings and specifications to support the written description.

(SEE Permit Plans) Elevations

Exterior Building Features (include material samples when necessary)	
<b>Structural Systems:</b>	<b>Roofs and Roofing:</b>
<ul style="list-style-type: none"> <li>The addition of a sunroom</li> <li>construction of a covered breezeway w/ brick paver walkway</li> </ul>	<ul style="list-style-type: none"> <li>The pitch on addition to match style of home</li> <li>Shingles to match existing style</li> </ul>
<b>Windows and Doors:</b>	<b>Materials (masonry, wood, metal):</b>
<ul style="list-style-type: none"> <li>Windows upgraded to hurricane grade in like-kind to original design</li> <li>2 exterior doors upgraded - to match architecture</li> </ul>	<ul style="list-style-type: none"> <li>Vinyl siding in like-kind</li> <li>Hardi window trim in like-kind</li> </ul>
<b>Porches, Awnings, Steps and Fences:</b>	<b>Painting and Finishes:</b>
<ul style="list-style-type: none"> <li>The closing in of the front porch</li> </ul>	<ul style="list-style-type: none"> <li>To match current styles</li> </ul>
<b>Environmental Features (grading, landscaping, parking, subsurface work, etc.):</b>	
N/A	

7. Criteria for Evaluating Applications:

In addition to all other article provisions, the Commission shall consider the following criteria in evaluating applications for a Special Certificate of Appropriateness for demolition of designated properties:

- Is the structure of such interest or quality that it would reasonably meet national, state, or local criteria for designation as a historic structure or is so designated? ☒ ☐
- Is the structure of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense? ☐ ☒
- Is the structure one of the last remaining examples of its kind in the neighborhood, the county, or region? ☒ ☐
- Does the structure contribute significantly to the historic character of a designated district? ☒ ☐
- Would retaining the structure promote the general welfare of the town by providing an opportunity for study of local history, architecture, and design or by developing an understanding of the importance and value of a particular culture and heritage? ☒ ☐
- Are there definite plans for reuse of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area? ☒ ☐

8. Owner Attestation:

The information on this application represents an accurate description of the proposed work. The undersigned has omitted nothing that might affect the decision of the Town Commission, and hereby certifies that the project described in this application, as detailed by plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. It is understood that approval of this application by the Town Commission in no way constitutes approval of building permit or other required Town or County permit.

Signature (Owner):

*[Signature]*

Date:

Oct. 19, 2017

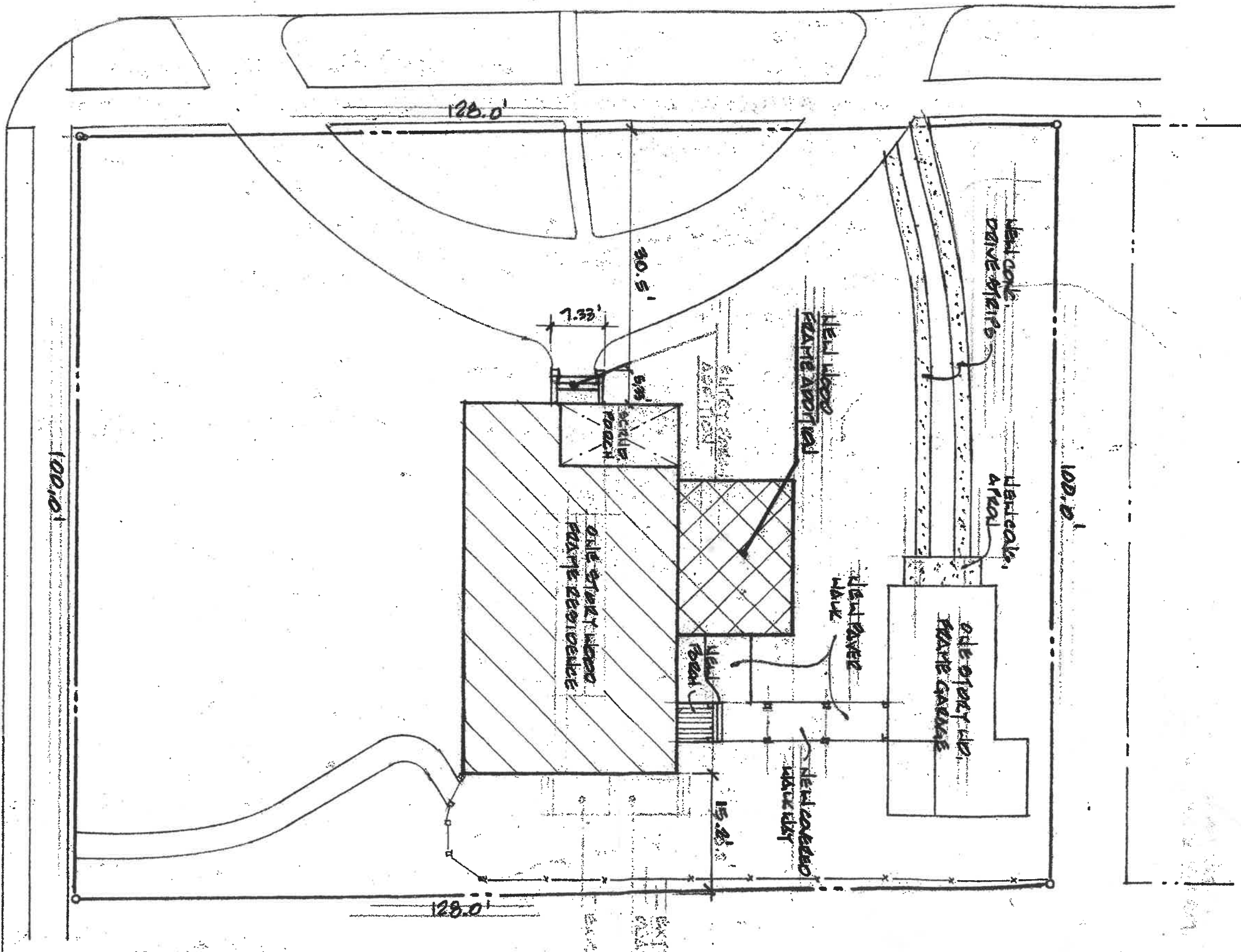
Signature (Agent):

*[Signature]*

Date:

Oct 19, 2017

ORANGE AVENUE



MOORELAND AVE.

STEAD

1-20-01





REVISIONS	DATE

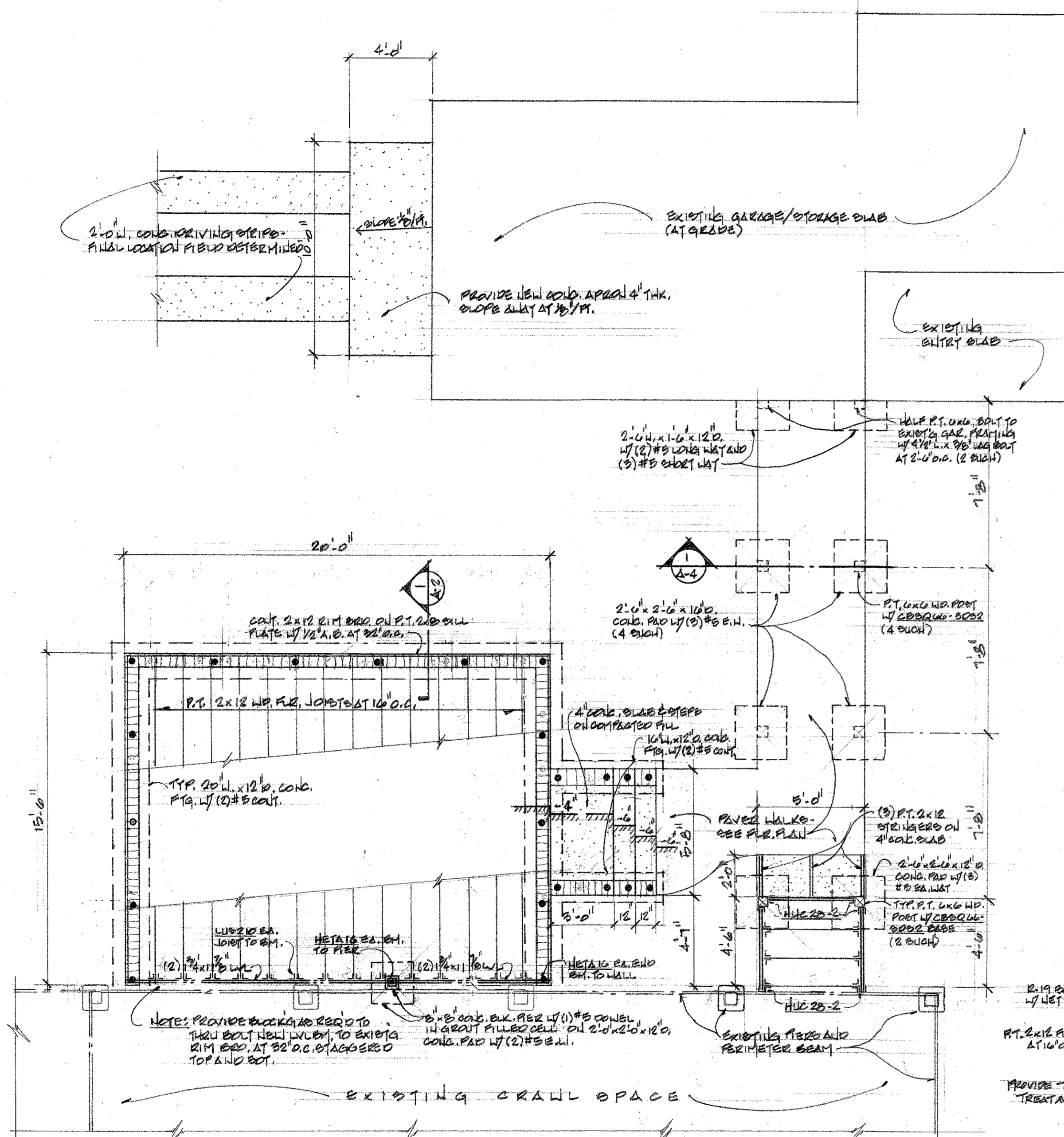
**BARRY P. ULLMANN**  
**ARCHITECT, LLC**  
 615 S. MISSOURI AVE., SUITE B  
 CLEARWATER, FLORIDA 33756  
 727-441-4405  
 barryullmann@aol.com

REMODELING OF THE  
 IRWIN RESIDENCE - PHASE I  
 1406 ORANGE AVE  
 BELLEGLIE, FL

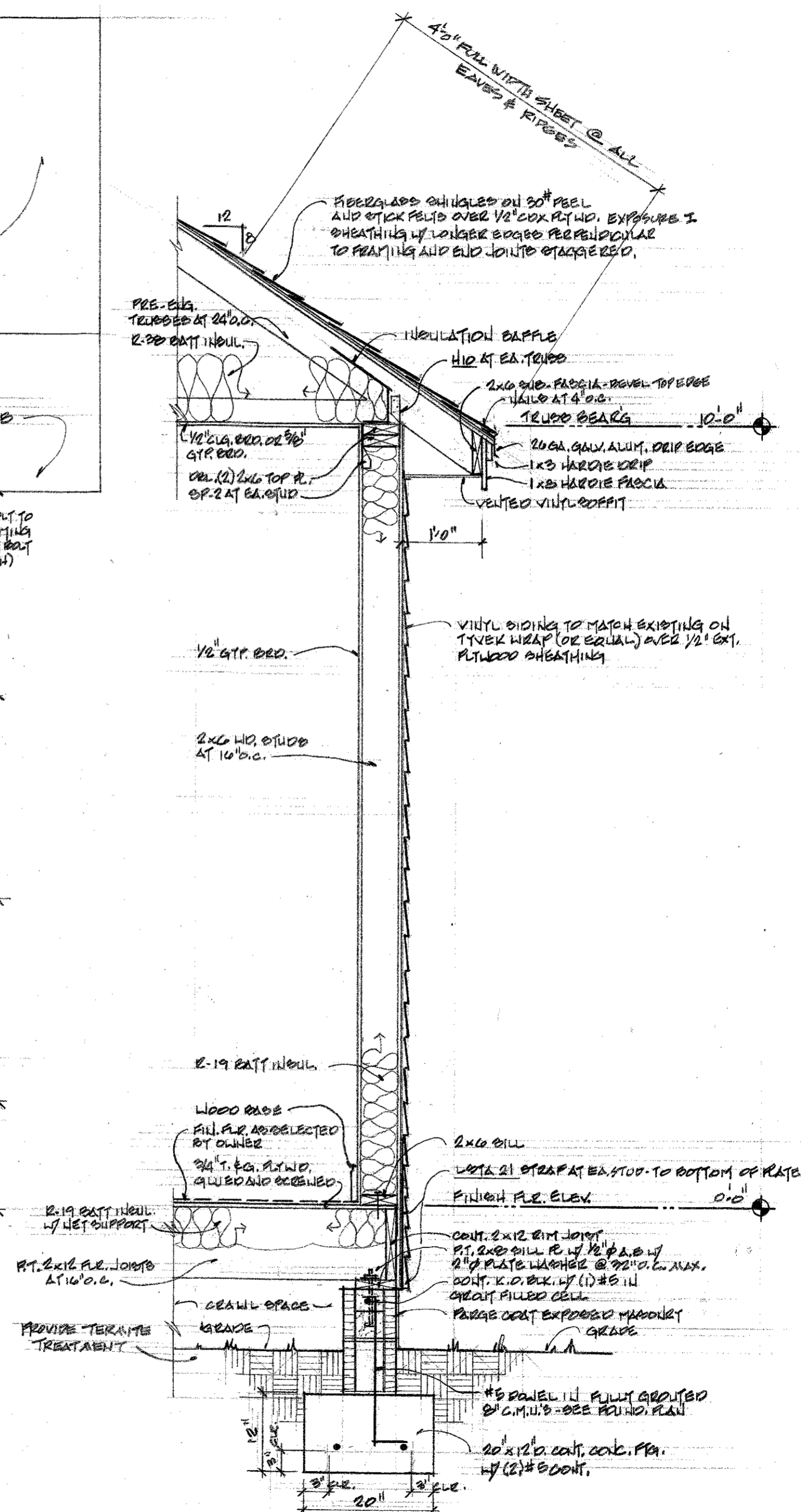


*Barry P. Ullmann*  
 10/11/17

JOB NO.  
 201637  
 DRAWN BY:  
 LE  
 CHECKED BY:  
 MP  
 DATE:  
 10/11/17  
 SHEET NO.  
**A-2**  
 OF 6



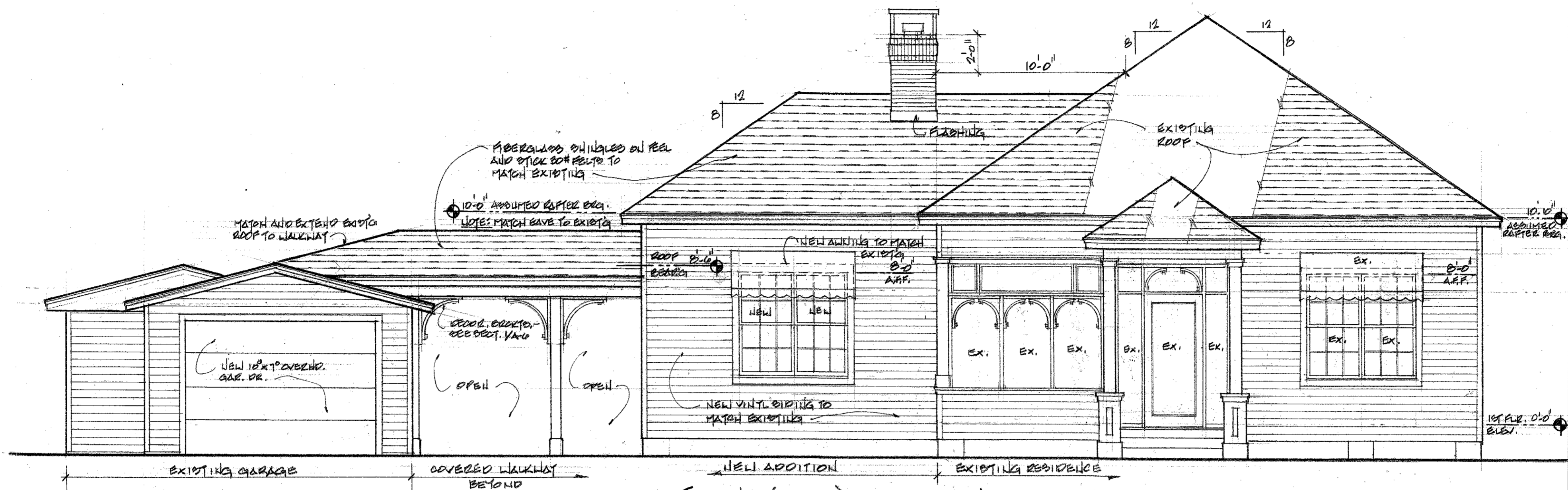
**FOUNDATION/FLOOR FRAMING PLAN**  
 1/4" = 1'-0"



**TYP. WALL SECTION**  
 3/4" = 1'-0"

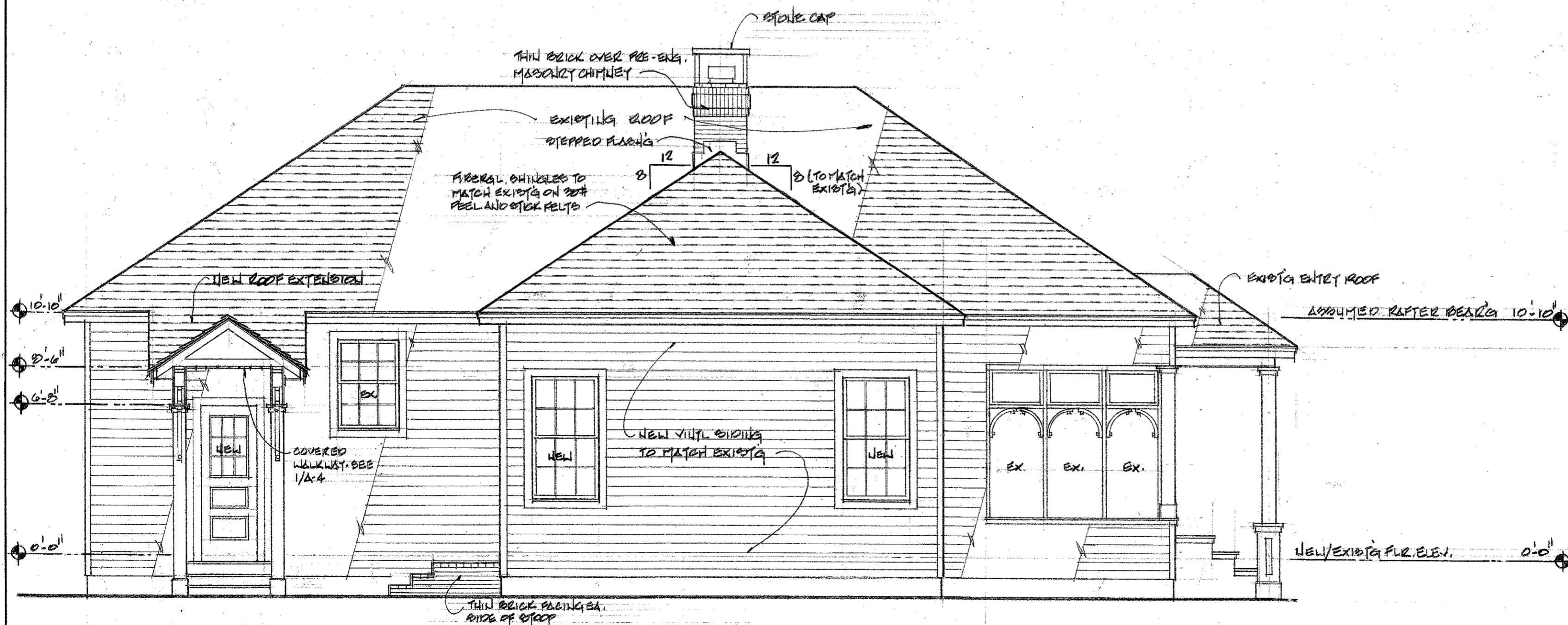






**FRONT (WEST) ELEVATION**

1/4" = 1'-0"



**NORTH ELEVATION**

1/4" = 1'-0"

REVISIONS	DATE

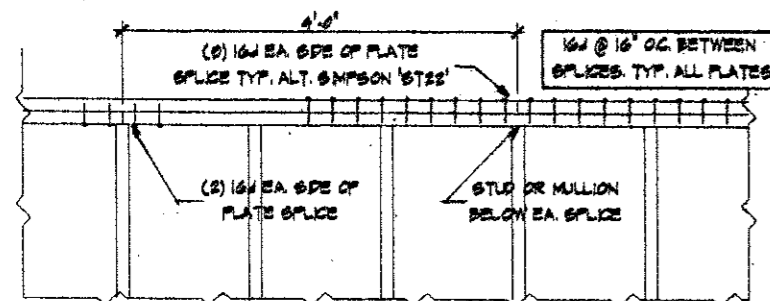
**BARRY P. ULLMANN**  
**ARCHITECT, LLC**  
 615 S. MISSOURI AVE., SUITE B  
 CLEARWATER, FLORIDA 33756  
 727-441-4405  
 barryullmann@aol.com

REMODELING OF THE  
 IRWIN RESIDENCE - PHASE II  
 1400 ORANGE AVE  
 BELLEAIR, FL

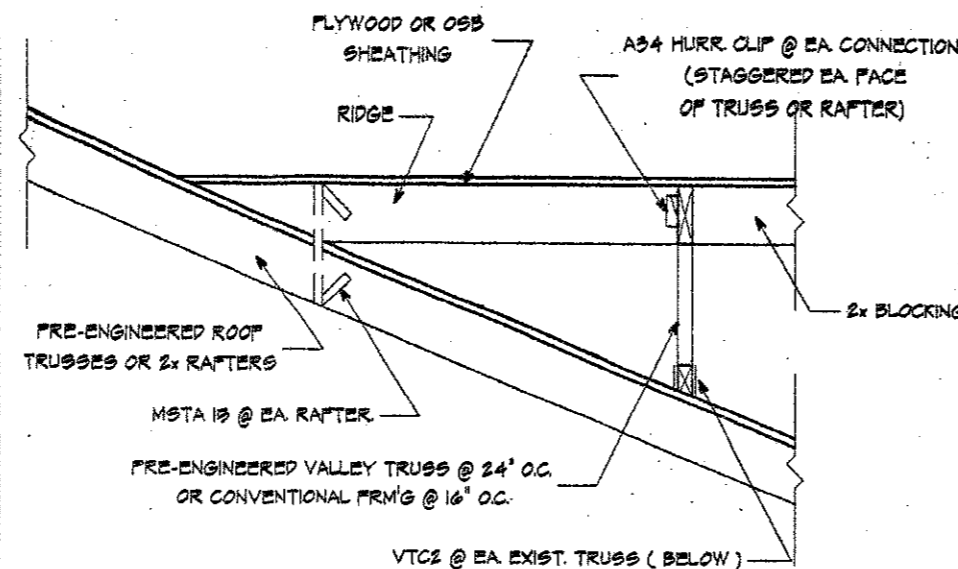


*Barry P. Ullmann*  
 10/11/17

JOB NO.	2016091
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DATE:	10/11/17
SHEET NO.	A-5
OF 6	

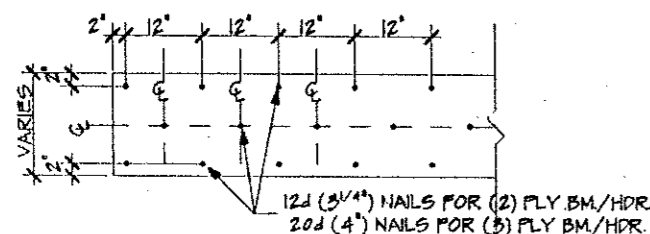


**1 PLATE SPLICE DETAIL**  
TYPICAL



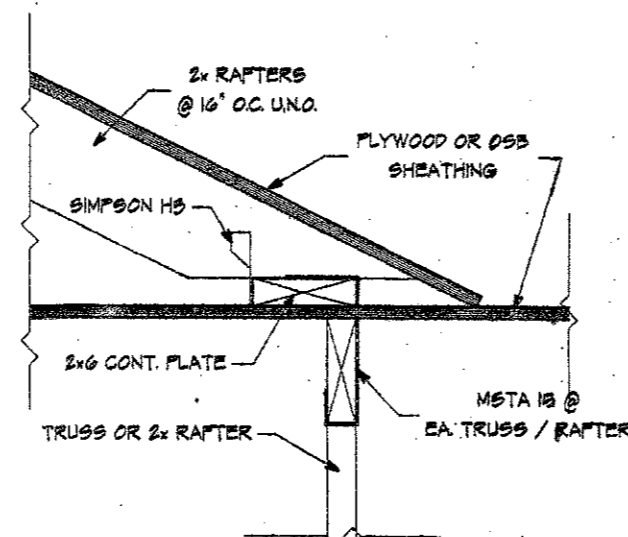
**2 OVERFRAMING DETAIL**  
TYPICAL - NO SCALE

**BEAMS & HEADERS CONNECTION DIAGRAM**



**NOTE:**

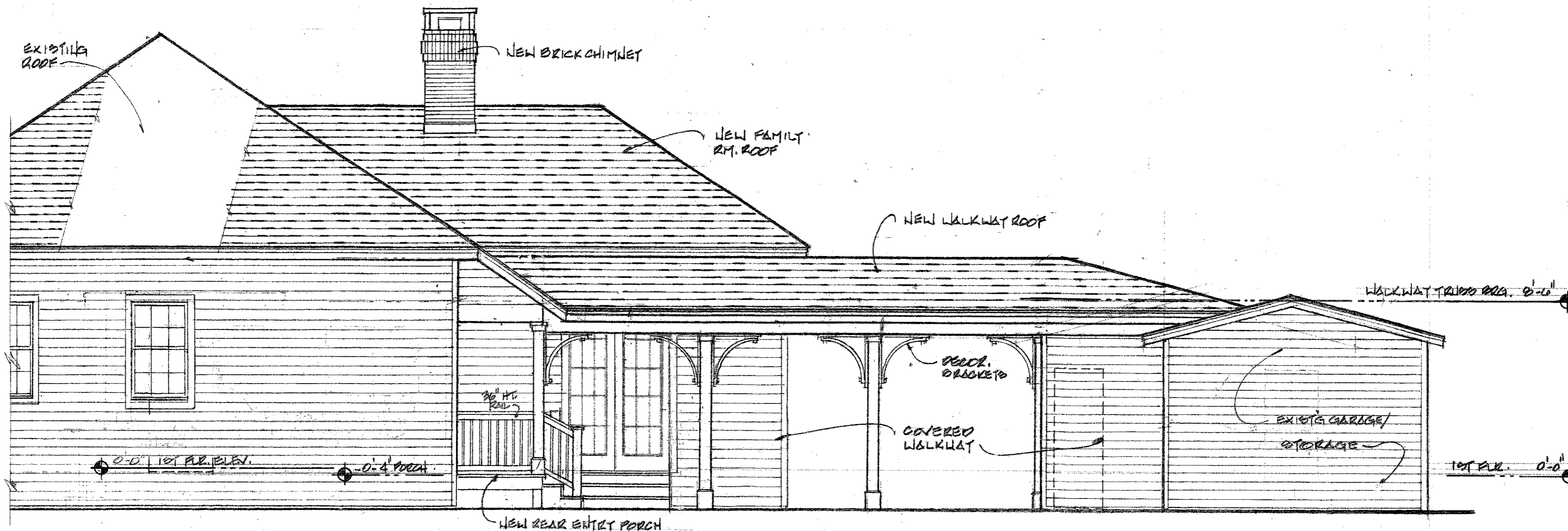
- 1- CONNECTION DIAGRAM SHOWN IS TYPICAL FOR ALL MULTIPLE LVL BEAMS OR HEADERS, (2) 2x11/2" PLWD. OR (3) 2x11/2" PLWD. BEAMS & HEADERS UNLESS NOTED OTHERWISE.
- 2- FASTENING PATTERN SHOWN IS TO BE STAGGERED ON OPPOSITE SIDE OF BEAM OR HEADER.



**3 VALLEY CONNECTION DETAIL**  
SCALE: NONE

FLORIDA PRODUCT APPROVAL TABLE				
CATEGORY	SUB-CATEGORY	DESCRIPTION	MANUFACTURER	PRO #
WINDOWS	SINGLE HUNG	IMPACT VINYL	CWS	17339.1
ROOFING	ASPHALT SHINGLES	FIBERGLASS	GAF	10124.1
"	UNDERLAYMENTS	PEEL & STICK	TARCO	10450.1
EXTERIOR FLOORS	SWINGING-SINGLE	IMPACT GLAZED FIBERGLASS	PLASTPRO	15215.11
"	SWINGING-DOUBLE	" " "	"	15215.14
"	SECTIONAL	IMPACT STEEL	CLOPAY	15504.3
PANEL WALL	DOFFIT	VINYL	PLYGEM	17636.1
"	SIDING	VINYL	"	17640.1

WOOD FRAME - TRUSS GIRDER TIEDOWN SCHEDULE			
# OF TRUSS PLIES	MODEL NUMBER	FASTENERS	UPLIFT CAP.
1	HST w/PHDS	PER SPEC.	<3,000 lbs
2	H4-2	PER SPEC.	<1,470
2	LGT2	PER SPEC.	<2,000
2	HST-2 w/(2)HTT22	PER SPEC.	<10,000
3	HST-3 w/(2)HTT22	PER SPEC.	<10,000
4	HST-4 w/(2)HTT22	PER SPEC.	<2,200



**EAST (REAR) ELEVATION**  
1/4" = 1'-0"

REMODELING OF THE  
IRWIN RESIDENCE - PHASE II  
1400 ORANGE AVE.  
BELLFLAIR, FL

**BOB**

*Billmann*  
10/11/17

JOB NO.  
201037  
DRAWN BY:  
ID  
CHECKED BY:  
1/11/17  
DATE:  
10/11/17  
SHEET NO.  
A-6  
OF 6

DATE	REVISIONS

**BARRY P. ULLMANN**  
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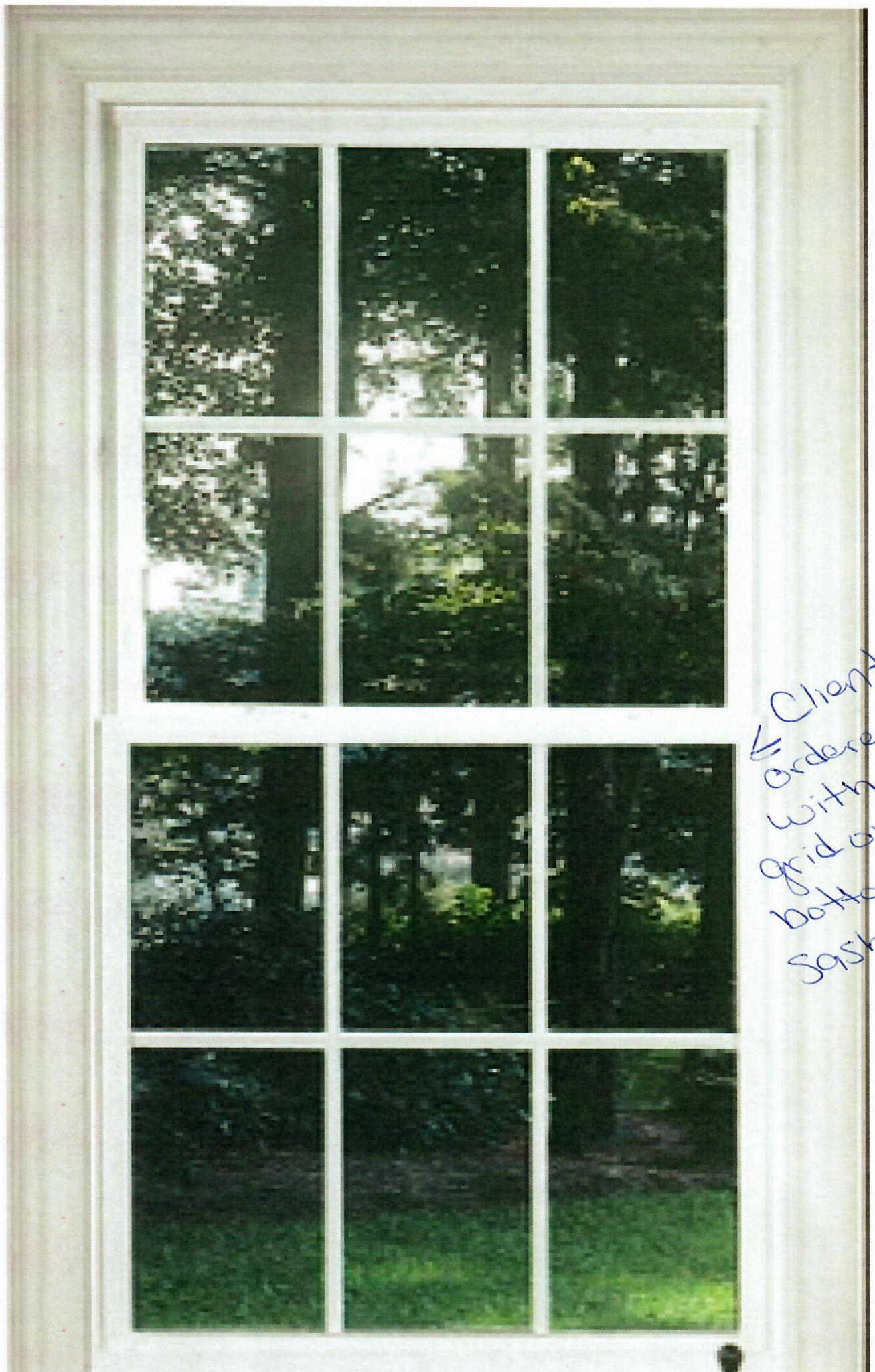




3/4  
Doorlight  
607-GBG  
12-Light  
22" x 48"



(White Only)



Client  
ordered  
with no  
grid on  
bottom  
sash

## Impact Windows

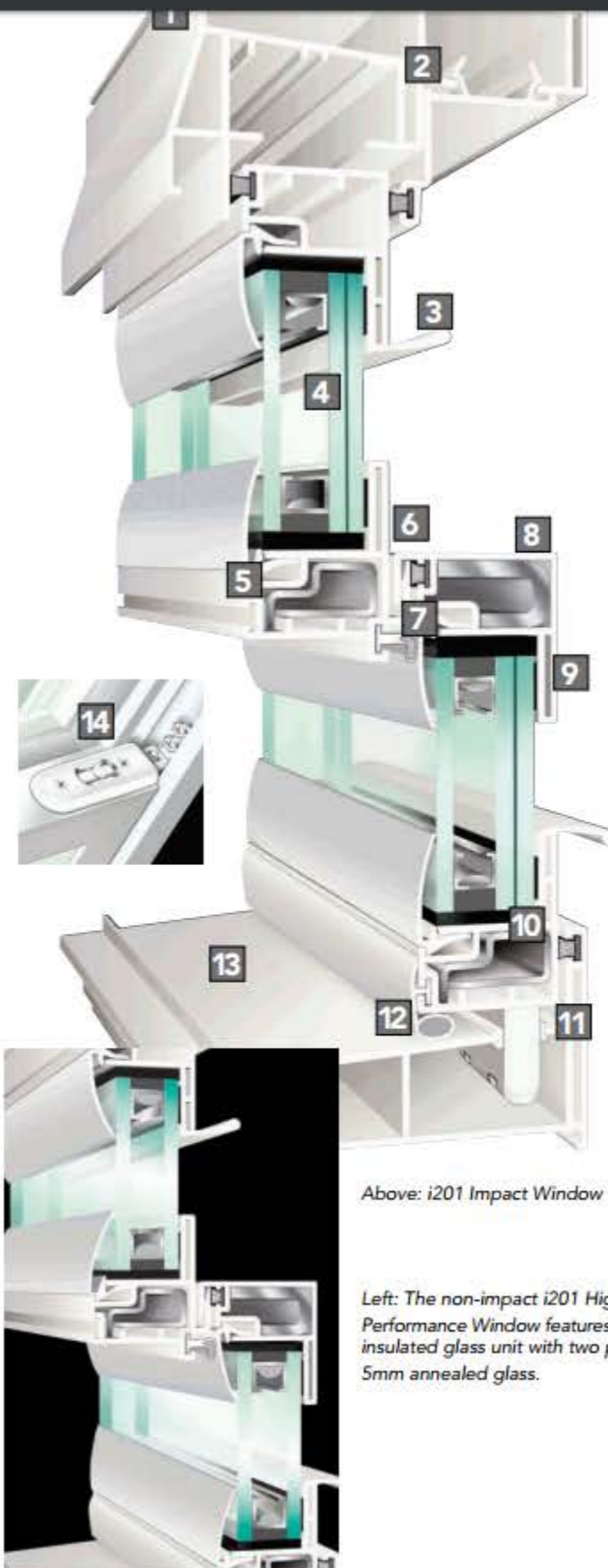
### High Performance Windows

Advanced design and quality materials provide the strength and durability of AMI's i201 Impact Window and High Performance Window.

1. Durable vinyl frames and sashes are made tough with virgin vinyl (PVC) resin. Their color is formulated throughout so the beautiful finish lasts.
2. A network of strategic insulating air chambers help to reduce conduction and cut high energy costs.
3. Fully extruded lift rail for ease of operation for top and bottom sash.
4. The 13/16" insulated glass unit of the i201 Impact Window features a 3mm layer of annealed glass, a warm edge spacer system and two more layers of 3mm annealed glass fortified by a layer of 0.090" laminate.
5. Galvanized steel reinforcement for added strength to the exterior of the meeting rail.
6. Interlock at the meeting rail creates a tight seal for security and peace of mind.
7. Fin seal weatherstripping and foam filled bulb seal helps to prevent infiltration at the interlock.
8. Heavy-duty galvanized steel reinforcement on the interior enhances overall window strength.
9. Slim-line sash design for increased glass area.
10. Galvanized steel reinforcement for added strength at the sill.
11. "Dead bolt" locking system at the sill helps sash to absorb impact without bending or collapsing.
12. Compression bulb seal at the sill for added protection from air and water infiltration.
13. Sloped sill forces water to drain to the exterior.
14. Heavy-duty reinforced sash tilt latch helps to secure the sash when closed.

### Plus these Additional Features:

- Fusion-welded sash and mainframe structure adds strength and rigidity for the ultimate in window performance.
- Tilt-in top and bottom sash for ease of cleaning.
- Stainless steel constant force balance system ensures years of easy, smooth operation of the sash.
- Fully extruded screen frame and fiberglass screen provide adequate ventilation while keeping insects out.
- Stucco flange option is available.



Above: i201 Impact Window

Left: The non-impact i201 High Performance Window features a 13/16" insulated glass unit with two panes of 5mm annealed glass.

## the Performance.

### An Invisible, Protective Barrier

By filtering out 99% of UV rays, the AMI glass package using Keepsafe® laminate from Solutia®, helps to protect your carpet, furniture and drapes from the damaging effects of fading caused by the sun.



Additionally, the optional ClimaTech® Insulated Glass Package helps you reduce heating and cooling costs—all year long. ClimaTech features a Multi-Layer Low-Emissivity Glass, the latest advancement in Low-E glass coatings.

ClimaTech is created by adding multiple microscopic layers of silver and titanium to the glass substrate. They create a high-performance glass that provides increased energy efficiency. In the summer, ClimaTech Low-E Glass filters



out the sun's long-wave radiation, blocking and reducing heat gain from the sun. In the winter, ClimaTech allows warm solar rays into your home, while keeping the heat from your furnace from escaping.

### Created for Peace and Quiet

AMI Impact Windows also offer another very pleasing element. The laminated glass used in the AMI impact window helps to absorb sound, instead of transmitting it. This feature allows for not only peace of mind, but also peace from the daily disruptions of the outside world. This is the same type of glass that is used at airports and recording studios to drastically reduce the ambient noise.

### Sound Transmission Ratings

Structure	STC Rating
Cinderblock Wall	45
Interior Wall	36
13/16" Laminated Glass w/DSB	33
13/16" Standard Glass w/DSB	27
DSB Monolithic Glass	25



### Complete Product Line

- Double Hung Windows (Model i201)
- Horizontal Sliding Windows (Model i202)
- Casement Windows (Model i971)
- Picture/Fixed Lite Windows (Model i204)
- Sliding Patio Doors (Model 51i5, 51i6 and 51i8)

### Performance Testing

- Passes ASTM E1886/E1996 (Missile Level D) for large missile impact resistance (Model i201 with optional impact insulated glass package only)
- Meets or exceeds all AAMA/NWWDA 101/I.S.2-97 and AAMA/WDMA/CSA 101/I.S.2/A440-05 specifications
- Passes ASTM E987 for deglazing
- Passes ASTM E547 for water resistance
- Passes ASTM E283 for air infiltration
- Operable windows pass ASTM F588 and doors pass ASTM F842 for forced entry resistance
- NFRC Certified
- Meets Florida Building Code (FBC) product approval

### Frames

- Reinforced heavy-duty vinyl frame
- Frame depth is 3 1/4" for windows and 4 11/16" for doors
- Insulating glass unit is 13/16" for windows and 1" for doors
- Muntins between glass for easy cleaning
- Accessories available for field mulling
- Heavy-duty structural mull system to meet all wind speed requirements (exceeds DP50 requirements)
- Stucco flange option available

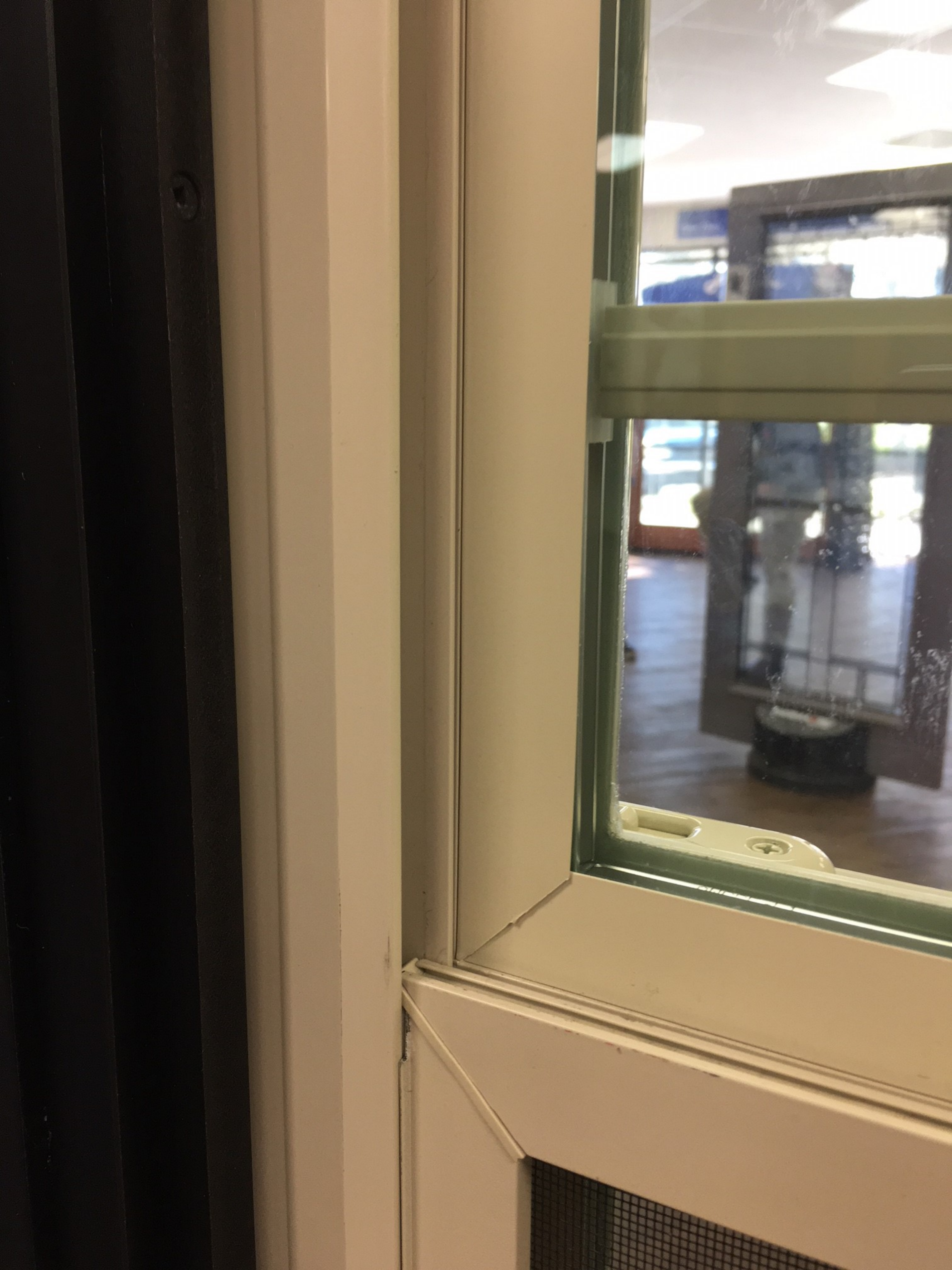
### Glazing

- All products are 100% solid polyurethane glazed for greater strength and seal

### Weatherstripping

- Fully weatherstripped with fin seal polyester pile



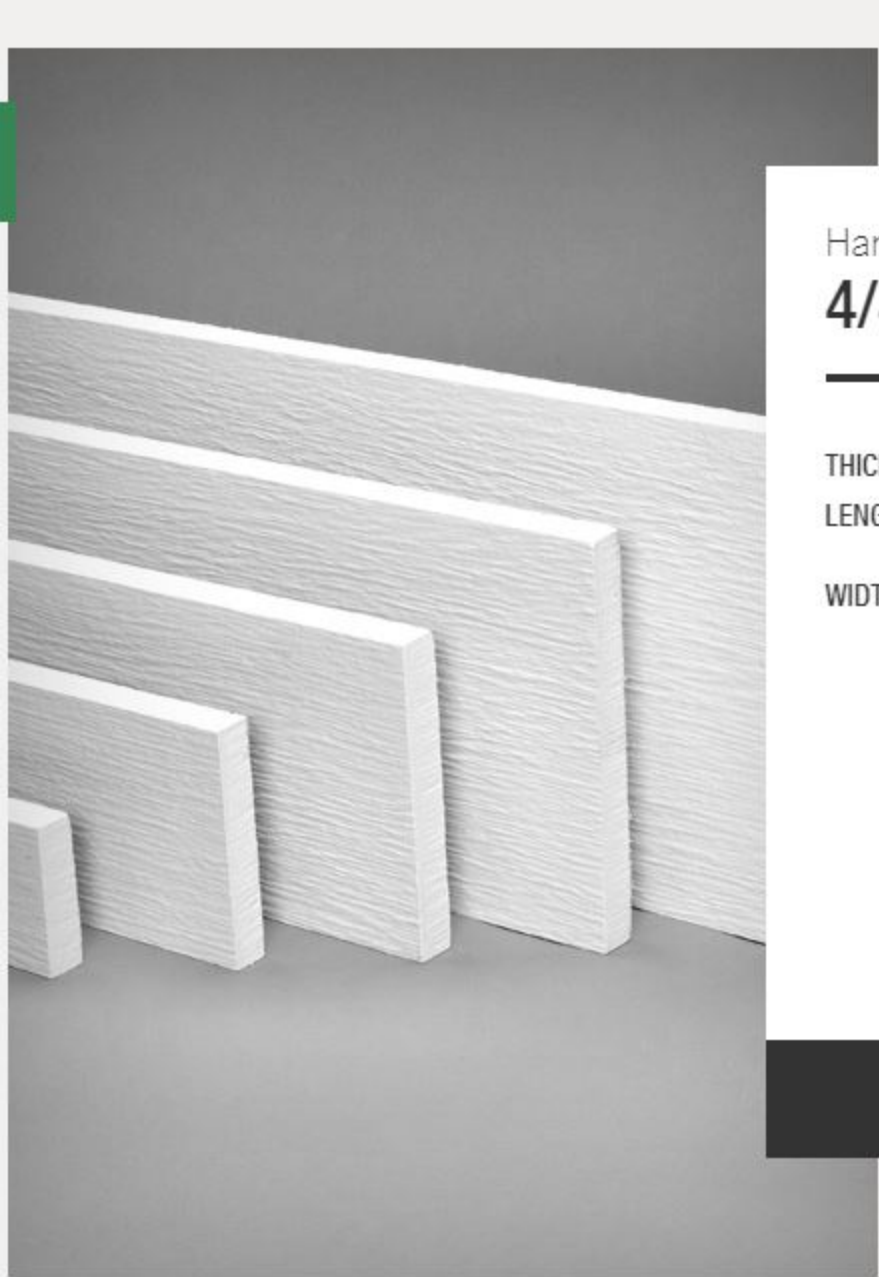


# Specification

<b>Profile</b>	Clapboard
<b>Perm Rating</b>	5.0
<b>Nail Hem</b>	Fully rolled-over
<b>Exposure</b>	Double 4-1/2"
<b>Projection</b>	3/4"
<b>Length</b>	12'1"
<b>Siding Thickness</b>	.046" (nominal)
<b>Texture(s)</b>	Richly detailed oak grain finish
<b>Exclusive Features</b>	TriBeam® Design
<b>Color(s)</b>	26



Double 4-1/2" clapboard



HardieTrim® Boards

## 4/4 RUSTIC

---

3/3



THICKNESS: 0.75"

LENGTH: 144" boards

WIDTHS:	11.25"	3.5"	5.5"	7.25"
	9.25"			



*Download Product Catalog*



## Legislation Details (With Text)

**File #:** 17-0253      **Version:** 1      **Name:**  
**Type:** Discussion Items      **Status:** Public Hearing  
**File created:** 11/16/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** 1466 Orange Avenue: Historic Tax Abatement Discussion  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [DOS Part 1 and 2 Complete with Recommendation](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Town Commission  
From: Cathy DeKarz, Management Analyst / Historic Preservation Board  
Date: 11/21/2017

**Subject:**  
1466 Orange Avenue: Historic Tax Abatement Discussion

**Summary:**  
At its November 14 meeting, the Historic Preservation Board preliminarily approved a historic tax abatement for proposed improvements and construction on the historic property owned by Ms. Patricia Irwin at 1466 Orange Avenue. There is no action required at this time; however, the Commission will have a responsibility to set parameters on the abatement once construction is complete.  
**Previous Commission Action:** None.

**Background/Problem Discussion:** Per our Code, historically-recognized properties in the Town of Belleair may be eligible for a historic tax abatement on improvements that are deemed appropriate by the Historic Preservation Board according to the United State Secretary of the Interior's Standards for Rehabilitation and the Florida Administrative Code.

Last week, the Board (acting as the Local Historic Preservation Office) approved the following improvements for 1466 Orange Avenue via site plans, material samples, and testimony provided by the property owner, contractor, and from Mr. Chris Brimo (Director, Calvin, Giordano & Associates):

- Sunroom addition
- Breezeway/covered walk
- Windows
- Brick chimney
- Brick pavers

- Doors
- Siding
- Trim (exterior doors and windows)
- Roof shingles

No action is required of the Commission until after construction is complete; however, the process moving forward is broken out as follows:

1. Work is completed
2. The applicant submits “Part 3 - Request for Review of Completed Work” of DOS Form HR3E101292 to the Town
3. The Historic Preservation Board (acting as the Local Historic Preservation Office) reviews “Part 3” and makes a recommendation to the Commission along with a proposed covenant for the abatement
4. The property appraiser determines the assessed value of improvements in order to calculate potential abatement impacts
5. The Commission, by resolution, approves or denies the abatement with a majority vote
6. The Commission sets a percentage of the assessed value of improvements for property tax abatement (0 -100%), for which the resulting dollar value will be fixed for the duration of the 10-year abatement
7. A covenant is signed and entered into between the property owner and the Commission, which must be approved by the Florida Department of State
8. The tax abatement shall take effect on January 1 of the year following the resolution
9. The Commission submits a copy of the completed DOS application to the property appraiser by March 1 of the year following the resolution. With this, the property appraiser shall complete an inspection and make a report to the Commission on the state of the abated property via its compliance with the application

**Expenditure Challenges** None.

**Financial Implications:** If granted post-construction, the proposed improvements may be eligible for up to 100% property tax abatement for up to 10 years. This percentage will be set by the Commission upon the completion of construction.

**Recommendation:** None.

**Proposed Motion** None.

## Historic Preservation Property Tax Exemption Application Part 1 – Evaluation of Property Eligibility

Read the attached instructions carefully before completing this application. Your application cannot be evaluated unless it is complete and all required supporting materials are provided. In the event of any discrepancy between the application form and other supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form shall take precedence. Type or print clearly in black ink. If additional space is needed, attach additional sheets.

### GENERAL INFORMATION (To be completed by all applicants)

#### 1. Property identification and location:

Property Identification Number (from tax records): 21-29-15-08640-000-0820 Attach legal description of property

Address of property: Street 1466 ORANGE AVE BE

City BELLEAIR County Pinellas Zip Code 33756

- ( ) Individually National Register listed  
( ) In a National Register district

- (☒) Locally designated historic property or landmark\*  
( ) In a locally designated district

\* For applications submitted to the Division of Historical Resources, attach a copy of the local designation report for the property and the official correspondence notifying the property owner of designation.

Name of historic district Bidwell's Wildwood Park

For locally designated historic properties or landmarks, or properties located in locally designated historic districts, provide the following additional information:

Name of local historic preservation agency/office Town of Belleair Historic Preservation Board

Mailing Address 901 Ponce de Leon Blvd.

City Belleair State Florida Zip Code 33756

Telephone Number (727) 588-3769 x 242

#### 2. Type of request:

- (☒) Exemption under 196.1997, F.S. (standard exemption)  
( ) Exemption under 196.1998, F.S. (exemption for properties occupied by non-profit organizations or government agencies and regularly open to the public) If applying under s. 196.1998, F.S., complete Question 9 on page five.

#### 3. Owner information:

Name of individual or organization owning the property Patricia E. Irwin

Mailing address 1466 Orange Ave.

City Belleair State FL Zip code 33756

Daytime Telephone Number 813 951-5383

If the property is in multiple ownership, attach a list of all owners with their mailing addresses.

RECEIVED  
BELLEAIR TOWN HALL

NOV -6 2017

TIME REC. 2:00 PM

*(Handwritten signature/initials)*

Page Two - Historic Preservation Property Tax Exemption Application

Property Identification Number 21-29-15-08640-000-0820

Property Address 1466 Orange Avenue

**4. Owner Attestation:** I hereby attest that the information I have provided is, to the best of my knowledge, correct, and that I own the property described above or that I am legally the authority in charge of the property. Further, by submission of this Application, I agree to allow access to the property by representatives of the Division of Historical Resources or the Local Historic Preservation Office, where such office exists, and appropriate representatives of the local government from which the exemption is being requested, for the purpose of verification of information provided in this Application. I also understand that, if the requested exemption is granted, I will be required to enter into a Covenant with the local government granting the exemption in which I must agree to maintain the character of the property and the qualifying improvements for the term of the exemption.

Patricia E. Irwin Patricia E. Irwin Apr. 2, 2017  
Name Signature Date

Complete the following if signing for an organization or multiple owners:

Title Organization name

**EVALUATION OF PROPERTY ELIGIBILITY**

(To be completed only for properties in historic or archaeological districts):

**5. Description of Physical Appearance:**

Photos Provided - New Architectural Plans provided.  
1915 "Florida Cracker style" home. Originally designated for  
its "extremely pitched roof, heart of pine flooring,  
and original fireplace."

Date of Construction 1915 Date(s) of Alteration(s) Awaiting historic board approval; plans  
& permit application are completed  
Has building been moved? ( ) Yes (X) No If so, when? \_\_\_\_\_

**6. Statement of Significance:**

1466 Orange Avenue is one of the two oldest  
Bidwell's Wildwood Park, as it was built in 1915.  
The structure has served as a dance hall/studio  
and as a private residence in Belleair. Ms. Irwin  
nominated her home for designation in 2007, when  
her property was unanimously approved in 4/5 criteria.

## Page Three – Historic Preservation Property Tax Exemption Application

Property Identification Number 21-29-15-08640-000-0820Property Address 1466 orange Avenue, Belkair, FL 33756**7. Photographs and maps:**

Attach photographs and maps to application.

see attached.

## Historic Preservation Property Tax Exemption Application Part 2 – Description of Improvements

(To be completed by all applicants):

Complete the blocks below. Include site work, new construction, alterations, etc.

Property Identification Number 21-29-15-08640-000-0820

Property Address 1466 Orange Ave Belleair FL 33756

### Feature 1

Feature Sunroom Addition

Approx. date of feature \_\_\_\_\_

Describe existing feature and its condition:

SEE Drawings

Photo no. \_\_\_\_\_ Drawing no. \_\_\_\_\_

Describe work and impact on existing feature:

SEE plans (BARRY ULLMAN Assoc)  
Featuring Addition to existing  
Home utilizing similar  
Architectural Features  
And products - Wood Frame  
Construction - Vinyl Siding  
NEW High Wind Impact Windows  
Shingles & door.

### Feature 2

Feature BREEZEWAY / Covered walk

Approx. date of feature \_\_\_\_\_

Describe existing feature and its condition:

open covered walk  
shown in Plan

Photo no. \_\_\_\_\_ Drawing no. \_\_\_\_\_

Describe work and impact on existing feature:

Covered Walk Connects  
main House to garage  
(detached) SEE plans  
for Architectural Features  
utility/laundry can be  
entered under Covered Condition

### Feature 3

Feature Windows

Approx. date of feature \_\_\_\_\_

Describe existing feature and its condition:

Windows Existing  
do not meet New Building  
Codes For High Wind Area.

Photo no. \_\_\_\_\_ Drawing no. \_\_\_\_\_

Describe work and impact on existing feature:

New windows (SEE  
Brochure / Specs)  
will meet Code - impact  
windows will be similar  
in style to Existing AS  
Best Available - impact  
windows ARE LIMITED IN  
styles due to the thickness  
of stronger units.

Page Five - Historic Preservation Property Tax Exemption Application

Property Identification Number 21-29-15-08640-000-0820

Property Address 1466 Orange Ave Belleairre FL 3356

Feature 4

Feature Brick chimney  
Approx. date of feature \_\_\_\_\_

Describe existing feature and its condition:

(See Plans)  
EXISTING Chimney will  
need to be extended  
in height - to rise  
above new sunroom

Photo no. \_\_\_\_\_ Drawing no. \_\_\_\_\_ Roof.

Describe work and impact on existing feature:

an old Flue - hidden behind  
walls is salvageable & can  
be used to match existing.  
old Red Brick - a  
sample has been provided.

Feature 5

Feature BRICK PAVERS  
Approx. date of feature \_\_\_\_\_

Describe existing feature and its condition:

Existing Old Chicago  
Reclaimed Brick

Photo no. \_\_\_\_\_ Drawing no. \_\_\_\_\_

Describe work and impact on existing feature:

(No Neg. impact)  
This existing brick will  
be used to Reconfigure  
Patio based on new  
sunroom location - Note  
THE BRICK WE ADDED WITH  
IN LAST 10 YEARS - NOT ADJACENT  
TO HOME

Feature 6

Feature DOORS  
Approx. date of feature \_\_\_\_\_

Describe existing feature and its condition:

DOORS - 2 French doors  
Not original to home  
(1 in Laundry 1 in Front)  
1 in New Sunroom

Photo no. \_\_\_\_\_ Drawing no. \_\_\_\_\_

Describe work and impact on existing feature:

New Doors will meet  
New Wind Criteria  
And match Architecture  
SEE Plan - Laundry  
Room - Sunroom. Front door

Page Six - Historic Preservation Property Tax Exemption Application

Property Identification Number 21-29-15-08640-000+0820

Property Address 1466 Orange Ave. Belleair FL 33756-2000

Feature 7

Feature <u>Siding</u> Approx. date of feature _____  Describe existing feature and its condition:  <u>Existing Sample provided</u>  Photo no. _____ Drawing no. _____	Describe work and impact on existing feature:  <u>USE similar vinyl Product Best matching Existing 4" Horizontal Product. Existing Sample provided</u>
--	--

Feature 8

Feature <u>Trim (EXTERIOR DOORS &amp; WINDOWS)</u> Approx. date of feature _____  Describe existing feature and its condition:  <u>EXISTING DOORS ARE TRIMMED IN WOOD.</u>  Photo no. _____ Drawing no. _____	Describe work and impact on existing feature:  <u>AN ALTERNATE LOOK A LIKE IS HARDI TRIM COMPOSITE MATERIAL THAT WILL PROVIDE ROT FREE PRODUCT INCREASING LONGEVITY. IMPACT - CONSISTENT W/AD EXISTING ARCHITECTURE.</u>
--	--

Feature 9

Feature <u>ROOF SHINGLES</u> Approx. date of feature _____  Describe existing feature and its condition:  <u>SEE PHOTOS OF EXISTING BUILDING.</u>  Photo no. _____ Drawing no. _____	Describe work and impact on existing feature:  <u>THE DIMENSIONAL ROOF SHINGLES ON ALL ADDITIONS TO MAIN HOUSE WILL MATCH EXISTING DIMENSIONAL SHINGLE - IN COLOR &amp; STYLE TO EXTENT THAT AVAILABILITY &amp; COLOR FADE (NATURAL) WILL ALLOW.</u>
---	--

Page Seven - Historic Preservation Property Tax Exemption Application

Property Identification Number 21-29-15-08640-000-0820

Property Address 1466 orange Ave Belleair FL 33756

**Property Use (To be completed by all applicants):**

1. Use(s) before improvement: Residential single family
2. Proposed use(s) after improvement: same

**Special Exemption (Complete only if applying for exemption under s. 196.1998, F.S. (property occupied by non-profit organization or government agency and regularly open to the public):**

*NOTE: Applicants should check with local officials to determine whether or not the exemption program offered by their municipal government and/or county allows the special exemption provided by s. 196.1998, F.S.*

1. Identify the governmental agency or non-profit organization that occupies the building or archaeological site:  
N/A
2. How often does this organization or agency use the building or archaeological site? N/A
3. For buildings, indicate the total useable area of the building in square feet. (For archaeological sites, indicate the total area of the upland component in acres) N/A square feet( ) acres( )
4. How much area does the organization or agency use? N/A square feet( ) acres( )
5. What percentage of the usable area does the organization or agency use? N/A %
6. Is the property open to the public ( )Yes (✓)No If so, when? N/A
7. Are there regular hours? ( )Yes (✓)No If so, what are they? N/A
8. Is the property also open by appointment? ( )Yes ( )No N/A
9. Is the property open only by appointment? ( )Yes ( )No N/A

**PART 1 APPLICATION REVIEW**  
**For Local Historic Preservation Office or Division Use Only**

Property Identification Number 21-29-15-081640-005-0820

Property Address 1466 Orange Avenue, Belleair, FL 33756

The ☒ Local Preservation Office ( ) Division has reviewed the Historic Preservation Property Tax Exemption Application for the above named property and hereby:

- ☒ Certifies that the above referenced property qualifies as a historic property consistent with the provisions of s. 196.1997 (11), F.S.
- ( ) Certifies that the above referenced property does not qualify as a historic property consistent with the provisions of s. 196.1997 (11), F.S.
- ( ) Certifies that the above referenced property qualifies for the special exemption provided under s. 196.1998, F.S., for properties occupied by non-profit organizations or government agencies and regularly open to the public.
- ( ) Certifies that the above referenced property does not qualify for the special exemption provided under s. 196.1998, F.S.

**Review Comments:** The LHPO (Town of Belleair Historic Preservation Board) has recommended approval of a historic tax abatement for 1466 Orange Avenue. The LHPO agrees that the proposed improvements all work to retain the history and design of the home, and are consistent with the US Secretary of the Interior's standards for Rehabilitation and with the Florida Administrative code.

Additional Review Comments attached? Yes( ) No(☒)

Signature



Typed or printed name

David Hutcheson

Title

Chair Historic Preservation Board

Date

11/14/17

**PART 2 APPLICATION REVIEW**  
**For Local Historic Preservation Office or Division Use Only**

Property Identification Number 21-29-15-08640-000-0820

Property Address 1466 Orange Avenue, Belleair, FL 33756

The ☒ Local Preservation Office ( ) Division has reviewed the Historic Preservation Property Tax Exemption Application for the above named property and hereby:

☒ Determines that improvements to the above referenced property **are consistent** with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the criteria set forth in Chapter 1A-38, F.A.C.

( ) Determines that improvements to the above referenced property **are not consistent with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings**, and the criteria set forth in Chapter 1A-38, F.A.C. All work not consistent with the referenced Standards, Guidelines and criteria are identified in the Review Comments. *Recommendations to assist the applicant in bringing the proposed work into compliance with the referenced Standards, Guidelines and criteria are provided in the Review Comments.*

Review Comments: The LHPD (Town of Belleair Historic Preservation Board) agrees that all proposed improvements qualify for tax abatement per the US Secretary of the Interior's standards for Rehabilitation and the Florida Administrative Code. For the record, these approved items are: 1) Sunroom addition, 2) Breezeway/covered walk, 3) windows, 4) Brick chimney, 5) Brick pavers, 6) Doors, 7) siding, 8) Trim exterior doors and windows, and 9) Roof shingles.

Additional Review Comments attached? Yes ( ) No ☒

Signature David Hutcheson

Typed or printed name David Hutcheson

Title CHAIR Historic Preservation Board

Date 11/14/17



## Legislation Details (With Text)

**File #:** 17-0254      **Version:** 1      **Name:**  
**Type:** Ordinance      **Status:** Public Hearing  
**File created:** 11/16/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** Second Reading of Ordinance 516 - Amending the Police Pension  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Christiansen Letter](#)  
[516 - Amending the Police Pension Plan](#)  
[Actuarial Impact Statement](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Mayor and Commissioners  
From: Christine Torok  
Date: 11/16/2017

**Subject:**  
Ordinance 516

### Summary:

Ordinance 516 pertains to the Town of Belleair Municipal Police Officers' Retirement Plan. This ordinance amends the definition of "Salary" in accordance with Chapter 2011-216, Laws of Florida. Section 42-151, Conditions of Eligibility, is being amended to limit those individuals eligible to opt-out of the system, to comply with IRC Treasury Regulation requirements.

These changes more correctly clarify the amendment made in Ordinance 507 to now reflect the requirements of the Treasury Regulations.

**Previous Commission Action:** Passed on First Reading, November 8, 2017.

**Background/Problem Discussion:** None

**Expenditure Challenges:** None

**Financial Implications:** None

**Recommendation:** Approval of Ordinance 516

**Proposed Motion:** Move to approve Ordinance 516 on Second and Final Reading

Law Offices

**Christiansen & Dehner, P.A.**

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

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July 10, 2017

Ms. Donna Carlen  
Plan Administrator  
Belleair Municipal Police Officers' Retirement Plan  
901 Ponce de Leon Blvd.  
Belleair, Florida 33756

Re: Town of Belleair Municipal Police Officers' Retirement Plan

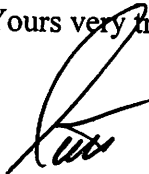
Dear Ms. Carlen:

As directed by the Board of Trustees, please find enclosed a proposed ordinance amending the Town of Belleair Municipal Police Officers' Retirement Plan. This ordinance is amended by amending the definition of "Salary" in accordance with Chapter 2011-216, Laws of Florida. Section 42-151, Conditions of Eligibility, is being amended to limit those individuals eligible to opt-out of the system, to comply with recent IRC Treasury Regulation requirements. These changes more correctly clarify the amendment made in Ordinance 507 to now reflect the requirements of the Treasury Regulations. This document should be copied and distributed to each member of the Board for review and discussion at the next board meeting

By copy of this letter we are requesting that the plan's actuary, Foster & Foster, Inc., prepare and forward to you the appropriate actuarial analysis.

If you have any questions or comments, please do not hesitate to contact this office.

Yours very truly,



Scott R. Christiansen

SRC/ksh  
enclosure

cc: Patrick Donlan, with enclosure

## ORDINANCE NO. 516

**AN ORDINANCE OF THE TOWN OF BELLEAIR AMENDING CHAPTER 42, ARTICLE III, MUNICIPAL POLICE OFFICERS' RETIREMENT SYSTEM, DIVISION 1, GENERALLY, DIVISION 4, MEMBERSHIP AND DIVISION 6, BENEFITS AND ELIGIBILITY, OF THE CODE OF ORDINANCES OF THE TOWN OF BELLEAIR; AMENDING SECTION 42-66, DEFINITIONS BY AMENDING THE DEFINITION OF SALARY; AMENDING SECTION 42-151, CONDITIONS OF ELIGIBILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1:** That Chapter 42, Article III, Municipal Police Officers' Retirement System, Division 1, Generally, of the Code of Ordinances of the Town of Belleair, is hereby amended by amending Section 42-66, Definitions, by amending the definition of *Salary*, read as follows:

\* \* \*

*Salary* means the total compensation for services rendered to the town reportable on the members officers' W-2 form, plus all tax deferred, tax sheltered and tax-exempt items of income derived from elective employee payroll deductions or salary reductions. For service earned on or after October 1, 2013, salary shall not include more than three hundred (300) hours of overtime per calendar year. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued as of October 1, 2013 and attributable to service earned prior to October 1, 2013, may still be included in salary for pension purposes even if the payment is not actually made until on or after October 1, 2013. In any event, with respect to unused sick leave and unused annual leave accrued prior to October 1, 2013, salary will include the lesser of the amount of sick or annual leave time accrued on October 1, 2013 or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on October 1, 2013.

Compensation in excess of the limitations set forth in section 401(a)(17) of the Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the

compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

\* \* \*

**SECTION 2:** That Chapter 42, Article III, Municipal Police Officers' Retirement System, Division 4, Membership, of the Code of Ordinances of the Town of Belleair, is hereby amended by amending Section 42-151, Conditions of eligibility, to read as follows:

**Sec. 42-151. Conditions of eligibility.**

(a) All police officers and all future new police officers shall become members of this system as a condition of employment. Notwithstanding the previous sentence, a new employee who is hired as police chief may, upon employment as police chief, notify the board and the town, in writing, of his election to not be a member of the system. Current employees of the town who are selected to become police chief are not eligible for the opt-out provided for herein. In the event of any such election, the chief shall be barred from future membership in the system. Thereafter, contributions to the plan in accordance with Section 42-176 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

~~(b) The police chief may not be a member of the system, except as provided below;~~

~~————— (1) Current employees of the town who are selected to become police chief may remain in the system.~~

~~————— (2) Current employees of the town who are selected to become police chief may elect, within 90 days of the date of upon his employment as police chief, to opt out of the system by notifying the board, in writing, of his election to do so. Thereupon it shall be the duty of the board to refund, from the fund, the full amount of his accumulated contributions. Thenceforward, no withholding shall be made from his salary and he shall be barred from participating in the system and shall not be eligible to be elected as a member trustee on the board or vote for a member trustee."~~

(e b) All future new police officers and current police officers opting to become a member of this system after December 17, 1992 shall be required to complete a medical examination as prescribed by the town.

~~(d c)~~ The town shall not contribute, on behalf of a member, to a retirement plan other than this system.

**SECTION 3:** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 4:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the Town of Belleair.

**SECTION 5:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 6:** That this Ordinance shall become effective thirty days after adoption.

**PASSED ON FIRST READING: November 8, 2017**

**PASSED ON SECOND AND FINAL READING: *\*November 21, 2017***

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

**TOWN OF BELLEAIR  
MUNICIPAL POLICE OFFICERS' RETIREMENT SYSTEM  
ACTUARIAL IMPACT STATEMENT**

October 17, 2017

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required Town Contributions, resulting from implementation of the following changes:

- 1.) For service earned on or after October 1, 2013, pensionable salary shall not include more than three hundred (300) hours of overtime per calendar year. For the purpose of this impact statement, it is assumed that this will not affect the current Plan Members.
- 2.) For service earned on or after October 1, 2013, salary will include the lesser of the amount of sick or annual leave time accrued on October 1, 2013 or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement. To value this provision we were provided the amount of sick and annual leave time each member had on October 1, 2013 and we assumed that is what would be pensionable at retirement.
- 3.) Provide that only future new employees hired as police chief may opt out of the plan. Current employees who are selected to become police chief are not eligible to opt out of the plan.

The cost impact, determined as of October 1, 2016, (as applicable to the fiscal year ending September 30, 2018), is as follows:

	<u>Current</u>	<u>Proposed</u>
Town and State Required Contribution	\$230,311	\$221,881
State Contribution (est.) <sup>1</sup>	48,560	48,560
Balance from Town	181,751	173,321


<sup>1</sup> Represents the amount received in fiscal 2016.

TOWN OF BELLEAIR  
MUNICIPAL POLICE OFFICERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

October 17, 2017  
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The liabilities were computed based on the data used for the October 1, 2016 actuarial valuation utilizing the assumptions and methods stated in the October 1, 2016 actuarial valuation report. This impact statement and the October 1, 2016 valuation report are considered an integral part of the actuarial opinions. The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

  
\_\_\_\_\_  
Patrick T. Donlan, ASA, EA, MAAA  
Enrolled Actuary #17-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.

\_\_\_\_\_  
Chairman, Board of Trustees

# COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2016</u>	Old Benefits <u>10/1/2016</u>
<b>A. Participant Data</b>		
Actives	12	12
Service Retirees	8	8
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	<u>6</u>	<u>6</u>
Total	26	26
Total Annual Payroll	\$776,203	\$776,203
Payroll Under Assumed Ret. Age	776,203	776,203
Annual Rate of Payments to:		
Service Retirees	174,352	174,352
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	0	0
<b>B. Assets</b>		
Actuarial Value (AVA)	3,378,040	3,378,040
Market Value (MVA)	3,254,679	3,254,679
<b>C. Liabilities</b>		
Present Value of Benefits		
Actives		
Retirement Benefits	2,481,876	2,530,730
Disability Benefits	53,398	53,509
Death Benefits	22,694	23,027
Vested Benefits	48,725	48,820
Refund of Contributions	2,878	2,878
Service Retirees	1,847,840	1,847,840
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	28,334	28,334
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total	4,485,745	4,535,138

<b>C. Liabilities - (Continued)</b>	<b>New Benefits <u>10/1/2016</u></b>	<b>Old Benefits <u>10/1/2016</u></b>
<b>Present Value of Future Salaries</b>	<b>2,587,059</b>	<b>2,587,059</b>
<b>Present Value of Future Member Contributions</b>	<b>155,224</b>	<b>155,224</b>
<b>Total Normal Cost</b>	<b>162,593</b>	<b>168,433</b>
<b>Present Value of Future Normal Costs (EAN)</b>	<b>712,261</b>	<b>731,726</b>
<b>Total Actuarial Accrued Liability (AL)</b>	<b>3,943,827</b>	<b>3,973,756</b>
<b>Unfunded Actuarial Accrued Liability (UAAL)</b>	<b>565,787</b>	<b>595,716</b>
<b>Funded Ratio (AVA / AL)</b>	<b>85.7%</b>	<b>85.0%</b>

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2016</u>	Old Benefits <u>10/1/2016</u>
<b>Vested Accrued Benefits</b>		
Inactives	1,876,174	1,876,174
Actives	1,062,892	1,082,013
Member Contributions	<u>332,515</u>	<u>332,515</u>
Total	3,271,581	3,290,702
<b>Non-vested Accrued Benefits</b>	<u>237,272</u>	<u>245,672</u>
<b>Total Present Value</b>		
Accrued Benefits (PVAB)	3,508,853	3,536,374
<b>Funded Ratio (MVA / PVAB)</b>	92.8%	92.0%
<b>Increase (Decrease) in Present Value of Accrued Benefits Attributable to:</b>		
Plan Amendments	(27,521)	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	(27,521)	

	New Benefits	Old Benefits
Valuation Date	10/1/2016	10/1/2016
Applicable to Fiscal Year Ending	<u>9/30/2018</u>	<u>9/30/2018</u>
<b>E. Pension Cost</b>		
Normal Cost <sup>1</sup>	\$179,872	\$186,332
Administrative Expenses <sup>1</sup>	29,962	29,962
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2016) <sup>1</sup>	63,568	65,538
Total Required Contribution	273,402	281,832
Expected Member Contributions <sup>1</sup>	51,521	51,521
Expected Town and State Contribution	221,881	230,311

<sup>1</sup> Contributions developed as of 10/1/2016 displayed above have been adjusted to account for assumed salary increase and interest components.

## ACTUARIAL ASSUMPTIONS AND METHODS

### Mortality Rate

#### *Healthy Lives:*

**Female:** RP2000 Generational, 100% Annuitant White Collar, Scale BB

**Male:** RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

#### *Disabled Lives:*

**Female:** 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

**Male:** 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The assumed rates of mortality were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in the July 1, 2015 FRS actuarial valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Previously, the RP 2000 Combined Healthy – Sex Distinct with disabled lives set forward 5 years was utilized.

### Interest Rate

7.75% per year compounded annually, net of investment related expenses. This is supported by the target asset class allocation of the trust and the expected long-term return by asset class.

### Retirement Age

Earlier of Age 55 with 5 years of credited service or 25 years of credited service, regardless of age. Also, any member who has reached Normal Retirement is assumed to continue employment for one additional year. We feel that this assumption is reasonable based on Plan provisions.

### Early Retirement

Commencing with the earliest Early Retirement (Age 50 with 10 years of Credited Service), members are assumed to retire with an immediate subsidized benefit at the rate of 5% per year. We feel that this assumption is reasonable based on Plan provisions.

Disability Rate

See table on the following page (65% of which are assumed to be regular in-line of duty, 10% catastrophic, and 25% not-in-line of duty). This assumption was developed from those used by other plans containing Florida municipal Police Officers.

Termination Rate

See table on the following page. This is based on the results of an experience study for the period 2002 to 2010.

Salary Increases

6.5% per year until the assumed retirement age; see table below. Projected salary at retirement is increased 20% to account for final non-regular compensation (individually calculated for the Proposed Benefits). This is supported by the results of an experience study for the period 1987 to 2010.

Payroll Growth

3.0% per year. This is in compliance with Part VII of Chapter 112, Florida Statutes.

Funding Method

Frozen Entry Age Actuarial Cost Method.

Actuarial Asset Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric four-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

Administrative Expenses

\$27,084 annually. This is equal to the actual non-investment-related expenses paid out of the trust during the year.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Current Salary as % of Salary at age 55</u>
20	12.0%	0.03%	11.0%
30	10.0	0.04	20.7
40	5.2	0.07	38.9
50	1.6	0.18	73.0

## SUMMARY OF CURRENT PLAN

### EFFECTIVE DATE

July 1, 1968.

### AMENDED

September 18, 2013.

### CREDITED SERVICE

Years and fractional parts of years of service as a Full-time Police Officer.

### SALARY

W-2 earnings plus tax deferred, tax sheltered and tax exempt income.

### AVERAGE FINAL COMPENSATION

Average of Salary during the best 5 years of the last 10.

### NORMAL RETIREMENT

#### Eligibility

Age 55 and the completion of 5 years of Credited Service or the completion of 25 years of Credited Service, regardless of age.

#### Benefit Amount

3.50% of Average Final Compensation times Credited Service.

#### Form of Benefit

10 year certain and life thereafter (Options available).

### EARLY RETIREMENT

#### Eligibility

Age 50 and 10 years of Credited Service.

#### Benefit Amount

Accrued benefit, reduced 3% for each year that benefit commencement precedes normal retirement.

### DISABILITY

#### Eligibility

Total and permanent disability prior to Normal Retirement Date. 10 years of Creditable Service required for non-service related disability.

#### Benefit Amount

##### (Service)

Unreduced accrued benefit, but not less than 42% of Average Final Compensation.

##### (Non-service)

Unreduced accrued benefit.

## DEATH

Vested or On-Duty

Member's accrued benefit payable at what would have been the Member's Normal or Early (reduced) Retirement Date for 10 years.

Non-vested, Off-Duty

Refund of Member contributions.

## VESTING (TERMINATION)

Less than 10 years of  
Credited Service

Refund of member contributions.

10 or more years of  
Service

Accrued benefit payable at age 50 or later, on Credited an actuarially reduced basis if to commence prior to Normal Retirement Date, or a refund of member contributions with interest.

## CONTRIBUTIONS

Employee

6% of Salary.

Town and State

Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability as provided in Part VII, Florida Statutes, Chapter 112.

## BOARD OF TRUSTEES

- a) Two Town Commission appointees,
- b) Two Members of the System elected by a majority of the other covered Police Officers, and
- c) A fifth Member elected by the other 4 and appointed by Commission.



## Legislation Details (With Text)

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**File #:** 17-0247      **Version:** 1      **Name:**

**Type:** Minutes      **Status:** Consent Agenda

**File created:** 11/14/2017      **In control:** Town Commission

**On agenda:** 11/21/2017      **Final action:**

**Title:** Approval of November 8, 2017 Special Meeting/Audit Committee Minutes and November 8, 2017 Regular Meeting Minutes

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [SM 11-08-2017 AC](#)  
[RM 11-08-2017](#)

Date	Ver.	Action By	Action	Result
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# Town of Belleair

901 Ponce de Leon Blvd.  
Belleair, FL 33756

## Meeting Minutes Special Meeting

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Wednesday, November 8, 2017

5:30 PM

Town Hall

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### Audit Committee

**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.**

Meeting called to order at 5:31 PM with Mayor Gary H. Katica presiding.

### PLEDGE OF ALLEGIANCE

Pledge to be done prior to Commission Meeting.

### COMMISSIONER ROLL CALL

**Present** 5 - Mayor Gary H. Katica, Deputy Mayor Karla Rettstatt, Commissioner Michael Wilkinson, Commissioner Tom Shelly, and Commissioner Tom Kurey

### SCHEDULED PUBLIC HEARING

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.

### CITIZENS COMMENTS

No comments to be heard.

### GENERAL AGENDA

[17-0239](#)

Acceptance of FY 2015-16 Comprehensive Annual Financial Report

JP Murphy-Town Manager-Commented briefly; noted Richard Cristini-Town Auditor-is in attendance.

Stefan Massol-Director of Support Services-Provided general overview of audit report; discussed various funds.

Mr. Murphy asked if the Committee had any questions regarding the audit or process; noted the town has received an award for financial excellence for the past twenty eight years.

Commissioner Shelly moved to accept the Annual Financial Report for the Fiscal Year ending September 30, 2016; seconded by Deputy Mayor Rettstatt.

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[17-0238](#)

Selection of Auditor for FY 2017-18

Commissioner Kurey questioned if there is any area of concern.

Mr. Crisitini discussed trends and compliance; commented on change in reserve fund amounts over the years; suggests being watchful of stock market as future is uncertain; housing market unpredictability.

Commission discussion ensued regarding possible legislation limiting reserve amounts; benefit to having extra reserves; fund paybacks.

Mr. Murphy stated Committee's decision regarding auditor selection would be recommendation to the Commission.

Mr. Crisitini provided brief history of time with town; has been the Auditor since 1985 with various firms.

**Commissioner Kurey moved approval to select Davidson, Jamieson and Crisitini to provide external audit services for FY 2017-18; seconded by Commissioner Shelly.**

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

**ADJOURNMENT**

No further business; meeting adjourned in due form at 5:53 PM.

**Commissioner Shelly moved to adjourn; seconded by Commissioner Kurey.&nbsp;**

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

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**TOWN CLERK**

**APPROVED:**

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**MAYOR**



# Town of Belleair

901 Ponce de Leon Blvd.  
Belleair, FL 33756

## Meeting Minutes Town Commission

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Wednesday, November 8, 2017

6:00 PM

Town Hall

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**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.**

Meeting called to order at 6:02 PM with Mayor Gary H. Katica presiding.

### **PLEDGE OF ALLEGIANCE**

### **COMMISSIONER ROLL CALL**

**Present:** 5 - Mayor Gary H. Katica  
Deputy Mayor Karla Rettstatt  
Commissioner Michael Wilkinson  
Commissioner Tom Shelly  
Commissioner Tom Kurey

### **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.

[17-0187](#)

Variance request for 8 South Pine Circle(dock)

Mr. Murphy stated applicant requesting approval for construction of proposed boat lift to encroach outside the center 1/3 of the property line on the east side by 12'4" resulting in a 29'8" ft side yard setback; provided brief overview of property and current conditions.

Town Clerk swore in those wishing to speak.

No ex parte communications expressed by the Commission.

Doug Birch-Applciant-Provided details of his request; stated there is no other location to place boat.

Mr. Murphy advised that the Planning and Zoning Board recommended approval by vote of 5-1.

**No public comments to be heard.**

**Commissioner Shelly moved approval of the variance for 8 South Pine Circle; seconded by Deputy Mayor Rettstatt.**

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[17-0229](#)

**First Reading of Ordinance 516 - Amending the Police Pension**

Mr. Murphy stated ordinance amends plan language to align with state law and recent treasury regulations; opt-out option for Chief of Police.

**Deputy Mayor Rettstatt moved approval of first reading of Ordinance 516 amending the police pension; seconded by Commissioner Wilkinson.**

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

**CITIZENS COMMENTS**

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

Lil Cromer-Resident-Commented on town logo and possible change discussed at past meeting.

Mr. Murphy commented on quality of image; new artwork needs and associated costs; opportunity to revisit item once cost estimate is done.

**CONSENT AGENDA**

[17-0234](#)

**Approval of October 17, 2017 Regular Meeting Minutes**

**Commissioner Shelly moved approval of the consent agenda; seconded by Commissioner Wilkinson.**

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

**GENERAL AGENDA**

[17-0217](#)

**Best of Belleair Community Award and Proclamation: Belleair Country Club**

Mr. Murphy thanked Belleair Country Club for their assistance to first responders and residents during Hurricane Irma; read proclamation for the record.

[17-0218](#)

**Best of Belleair Community Award and Proclamation: Belleair Market**

Mr. Murphy expressed thanks to Belleair Market for their community support during Hurricane Irma; read proclamation for the record.

*Meeting went into recess at 6:16 PM for photos to be taken with award recipients.*

*Meeting reconvened at 6:19 PM.*

[17-0233](#)**Award of RFP ADM17-1: Architectural/Historical Inventory Update**

Cathy DeKarz-Management Analyst-Review committee recommends awarding bid to JMT; provided brief background on company; contract to be signed pending approval. Also discussed was the process for assessing properties/eligible structures; resident interviews to be done as well.

**Commissioner Shelly made a motion to award ADM17-1: Architectural/Historical Inventory Update to Johnson, Mirmiran & Thompson; seconded by Commissioner Wilkinson.**

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[17-0220](#)**Resolution 2017-29 - Calling for Regular Municipal Election**

Mr. Murphy stated this is the resolution calling for the election and setting candidate qualifying dates; read by title for the record.

**Commissioner Shelly moved approval of Resolution 2017-29; seconded by Deputy Mayor Rettstatt.**

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

**TOWN MANAGER'S REPORT**

Mr. Murphy stated the Penny for Pinellas has passed; Veteran's event in Hunter Park on Friday November 10th; Haz-to-go collection on December 9th from 10:00 AM to 1:00 PM; employee holiday party is December 22nd.

Mayor Katica invited Commissioners and Department Heads to attend Mayor's Council Holiday Luncheon.

**TOWN ATTORNEY'S REPORT**

Campbell McLean-Acting Town Attorney-Nothing to report.

**MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS**

Commissioner Kurey-Nothing to report.

Commissioner Shelly-Park and Tree Board meeting cancelled.

Mayor Katica-Spoke with Mayor Kriseman; he won the St. Petersburg Mayoral Election.

Deputy Mayor Rettstatt-Thanked staff for solid waste schedule magnet being distributed to residents; commended park staff on preparation of Hunter Park for veteran's event.

Commissioner Wilkinson-Recreation Board has not met; flag football ending; socks being collected by Teen Council for donations; food items being collected for Adopt a Family; commended staff again on clean up efforts from Hurricane Irma.

**OTHER BUSINESS**

No other business.

**ADJOURNMENT**

No further business; meeting adjourned in due form at 6:31 PM.

**Commissioner Wilkinson moved to adjourn; seconded by Deputy Mayor Rettstatt.**

**Aye:** 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly,  
and Commissioner Kurey

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**TOWN CLERK**

**APPROVED:**

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**MAYOR**



## Legislation Details (With Text)

**File #:** 17-0249      **Version:** 1      **Name:**  
**Type:** Action Item      **Status:** Consent Agenda  
**File created:** 11/15/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** Disposal of Capital Assets #2017-3  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2017-3 disposal of capital assets](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Town Commission  
From: Stefan Massol, Director of Support Services  
Date: 11/21/2017

**Subject:**  
Disposal of Capital Assets #2017-3

**Summary:**  
Staff is requesting Commission approval to dispose of the attached capital asset listing.  
**Previous Commission Action:** As a matter of practice the Commission hears the disposal of all capital assets.

**Background/Problem Discussion:** Staff has reviewed the fixed asset listing and found several items that are no longer in use or have been replaced. All items will be auctioned on GovDeals.com and/or properly disposed or destroyed.

**Expenditure Challenges:** None.

**Financial Implications:** Gain or loss on sale is dependent on proceeds from sale, most assets have been fully depreciated.

**Recommendation:** Staff recommends that the Commission move approval of the disposal of capital assets listed on the attached schedule.

**Proposed Motion:** I move approval to dispose of the capital assets listed on the attached schedule.

**Fund 001**[illegible]



## Legislation Details (With Text)

**File #:** 17-0203      **Version:** 1      **Name:**  
**Type:** Discussion Items      **Status:** General Agenda  
**File created:** 9/25/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** Whit Blanton-Director, Forward Pinellas-Presentation  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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### Summary

To: Mayor and Commissioners  
From: Christine Torok  
Date: 11/16/2017

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**Subject:**

Presentation by Whit Blanton, Executive Director of Forward Pinellas

**Summary:**

Mr. Blanton will provide a briefing about countywide transportation and land use planning initiatives specific to Belleair. At this time, he will also address any local issues or concerns the Commission may have.

Attached you will find a summary of the 11/8/17 meeting of Forward Pinellas. In addition Forward Pinellas has more information available at <http://forwardpinellas.org/agendas/meeting-archives/>

**Previous Commission Action:** N/A

**Background/Problem Discussion:** N/A

**Expenditure Challenges:** N/A

**Financial Implications:** N/A

**Recommendation:** N/A

**Proposed Motion:** N/A



## Legislation Details (With Text)

**File #:** 17-0251      **Version:** 1      **Name:**  
**Type:** Resolution      **Status:** General Agenda  
**File created:** 11/15/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** Resolution 2017-30 Final Budget Amendment FY 2016-17  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2017-30 11.21.17 Budget Amendment](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Town Commission  
From: Stefan Massol, Director of Support Services  
Date: 11/15/2017

### Subject:

Resolution No. 2017-30: FY2016-17 Final Budget Amendment

### Summary:

Staff is requesting budget amendments in the General Fund and Wastewater Fund for FY 2016-17.

**Previous Commission Action:** The Town Commission previously approved a budget amendment in September 2017, Resolution 2017-22. This budget amendment established funding for emergency response costs which were incurred in terms of personnel, materials and contract labor.

**Background/Problem Discussion:** The final budget amendment of the fiscal year serves largely as a “clean up” amendment in which areas of cost overage are offset either by savings or additional revenues realized. This year Hurricane Irma, and other factors, resulted in cost overages in the Police Department. In the days preceding and following the storm many of the police officers were assigned to twelve hour shifts, which contributed to cost increases. Savings were found in other departments that collectively offset these additional expenditures. The Wastewater Fund is a pass-through fund in which revenues are collected and remitted to Pinellas County Utilities. Staff is now estimating the total amount of Wastewater utility revenue and expense to be \$1,160,000.

The proposed budget amendment is attached for your review.

Commission may approve, deny, or direct staff to expend in another manner for any or all expenditure lines.

**Expenditure Challenges** None.

**Financial Implications:** This budget amendment has no net effect on expenditures. \$62,000 of expenditures

are to be offset by expenditure reductions of \$62,000 spread across multiple departments, including Building, Support Services, Public Works and Recreation.

**Recommendation:** Staff recommends approval of Resolution No. 2017-30.

**Proposed Motion** I move approval of Resolution No. 2017-30 amending Fiscal Year 2016-2017 Budget.

**RESOLUTION NO. 2017-30**

**A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA,  
AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING  
OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 FOR  
CARRYING ON THE GOVERNMENT OF THE TOWN.**

**WHEREAS**, the Town Commission of the Town of Belleair, Florida, passed Resolution No. 2016-20 adopting the budget for fiscal year beginning October 1, 2016 and ending September 30, 2017, for carrying on the government of the town; and

**WHEREAS**, it is the desire of the Town Commission to amend the budget for fiscal year 2016-2017 to provide sufficient funding for the proposed expenditures and revenues; and

**WHEREAS**, additional expenses were incurred during Hurricane Irma as emergency response personnel were assigned to work extended shifts; and

**WHEREAS**, savings were realized in other functional areas to offset these additional expenses.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF  
THE TOWN OF BELLEAIR, FLORIDA:**

1. That the Fiscal year 2016-2017 budget be amended as displayed on Attachment A.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF  
BELLEAIR, FLORIDA, this 21<sup>st</sup> day of NOVEMBER, A.D., 2017.**

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**Mayor**

**ATTEST:**

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**Town Clerk**

## Attachment A

General Fund Operating					
Expenditures					
Account	Dept	Desc	Additional Amount	Current Budget	Final Amended Amount
1-515000-53160	Building Department	Contract Labor	\$ (6,300.00)	\$ 80,000.00	\$ 73,700.00
1-519000-54401	Support Services Department	Equipment Leasing	\$ (6,500.00)	\$ 18,100.00	\$ 11,600.00
1-519000-54302	Support Services Department	Sanitation	\$ (5,900.00)	\$ 6,900.00	\$ 1,000.00
1-519000-51500	Support Services Department	Sick Leave	\$ (7,000.00)	\$ 7,350.00	\$ 350.00
1-519000-57001	Support Services Department	Vehicle Debt Service	\$ (8,000.00)	\$ 16,000.00	\$ 8,000.00
1-519000-51200	Support Services Department	Salaries	\$ (11,300.00)	\$ 341,800.00	\$ 330,500.00
1-521000-51400	Police Department	Overtime	\$ 56,000.00	\$ 13,000.00	\$ 69,000.00
1-521000-51200	Police Department	Salaries	\$ 6,000.00	\$ 842,500.00	\$ 848,500.00
1-572100-52301	Public Works Department	Medical Benefit	\$ (2,700.00)	\$ 5,425.24	\$ 2,725.24
1-572100-53151	Public Works Department	Professional Services	\$ (2,700.00)	\$ 20,500.00	\$ 17,800.00
1-572100-52500	Public Works Department	Unemploy. Comp.	\$ (3,900.00)	\$ 7,150.00	\$ 3,250.00
1-572100-53410	Public Works Department	Street Sweeping	\$ (4,700.00)	\$ 19,500.00	\$ 14,800.00
1-572200-54300	Recreation Department	Electricity	\$ (3,000.00)	\$ 37,000.00	\$ 34,000.00
			\$ -		
Wastewater Fund Operating					
Expenditures					
Account	Dept	Desc	Additional Amount	Current Budget	Final Amended Amount
403-535000-53170	Wastewater Utility	Wastewater Expense	\$ 410,000.00	\$ 750,000.00	\$ 1,160,000.00
			\$ 410,000.00		
Revenues					
403-343500	Wastewater Utility	Wastewater Utility Revenue	\$ 410,000.00	\$ 750,000.00	\$ 1,160,000.00
			\$ 410,000.00		



## Legislation Details (With Text)

**File #:** 17-0248      **Version:** 1      **Name:**  
**Type:** Award of Bid      **Status:** General Agenda  
**File created:** 11/15/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** Award of Bid for Harold's Lake Sediment Removal  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Notice of Award](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Town Commission  
From: Stefan Massol, Director of Support Services  
Date: 11/21/2017

### Subject:

Award of Bid for Harold's Lake Sediment Removal

### Summary:

The town has received bids from three qualified firms for removal of sediment from Harold's Lake and staff recommends award to the lowest responsible bidder.

**Previous Commission Action:** None.

**Background/Problem Discussion:** The town solicited for bids from qualified firms to remove and dispose of approximately 1,500 cubic yards of sediment and vegetation and provide restoration. The contract has an expected duration of 60 days. Bids were opened and tabulated on November 14, 2017. Below is a summary of the tabulation:

Name of Firm	Total Bid Amount
Gator Dredging	\$162,965
Brance Diversified	\$169,000
Westra Construction Corp.	\$302,995

**Financial Implications:** The Harold's Lake Sediment Removal project has a total budgeted cost of \$175,000 as part of the Capital Improvement Plan. After engineering expenses to date there is approximately \$156,000 remaining in the project budget. Although the total bid amount of \$162,965 is greater than the remaining budget, 10% of the total bid amount is reserved for contingency expenses that may not be needed.

**Recommendation:** Award of bid for Harold's Lake Sediment Removal to Gator Dredging.

**Proposed Motion:** Award of bid for Harold's Lake Sediment Removal to Gator Dredging in the amount of One Hundred Sixty-Two Thousand Nine Hundred Sixty-Five Dollars.

# TOWN OF BELLEAIR

**MAYOR:** GARY H. KATICA

**DEPUTY MAYOR:** KARLA RETTSTATT

**COMMISSIONERS:** TOM SHELLY  
MICHAEL WILKINSON  
TOM KUREY

**TOWN MANAGER:** JP MURPHY



901 PONCE DE LEON BOULEVARD  
BELLEAIR, FLORIDA 33756-1096

PHONE (727) 588-3769

FAX (727) 588-3778

WWW.TOWNOFBELLEAIR.COM

INC. 1925

## NOTICE TO AWARD

Dated: November 14, 2017

PROJECT: Harold's Lake Sediment Removal

SOLICITATION NO. PW 17-1

CONTRACT FOR: Town of Belleair

This Notice is in regard to the subject Invitation To Bid issued by the Town of Belleair for Harold's Lake Sediment Removal. The Town has evaluated the bids received using the evaluation criteria identified in the contract documents, and the Town of Belleair is hereby announcing its conditional contract award to the following bidder:

- Waterfront Property Services, LLC dba Gator Dredging

The bidder listed above was the lowest responsive and responsible bidder. As provided in the contract document, the award is subject to an approval by the Town Commission, as a result, this Notice does NOT constitute the formation of a contract between the Town and the apparent successful contractor. The contractor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Town is executed.

As stated in the bid solicitation, following announcement of this award decision, all submissions in response to the bid are considered public records available for public inspection pursuant to Chapter 119, of the Florida Statutes.

Failure to file a protest within the time prescribed in section [120.57\(3\)](#), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

This award decision is conditioned upon final approval by the Town Commission.

The awarded bid price is One Hundred Sixty Two Thousand Nine Hundred Sixty Five dollars and zero cents, (\$162,965), as indicated in the total schedule unit prices. A tabulation of the bid is available at <http://www.townofbelleair.com/Bids>



## Legislation Details (With Text)

**File #:** 17-0250      **Version:** 1      **Name:**  
**Type:** Contract      **Status:** General Agenda  
**File created:** 11/15/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** FY 2017-18 Renewal of contract for Auditor  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Audit Engagement Letter 2017-18](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Town Commission  
From: Stefan Massol, Director of Support Services  
Date: 11/21/2017

**Subject:**  
FY 2017-18 Renewal of contract for Auditor

**Summary:**  
The Audit Committee consists of the five members of the Town Commission for the purpose of selecting a certified public accounting firm to provide audit services for the Town.

**Previous Commission Action:** As the Audit Committee the Town Commission selected Davidson, Jamieson and Cristini PL to continue as the external auditing firm for the town.

**Background/Problem Discussion:**  
The Town Commission meets annually to appoint an external auditor to review the controls and accounting methods practiced at the Town of Belleair.

**Expenditure Challenges:** N/A

**Financial Implications:** N/A

**Recommendation:** Staff recommends that the Town Commission renew the contract for Davidson, Jamieson and Cristini, PL to provide external audit services for fiscal year 2017-18

**Proposed Motion:** To renew the contract with Davidson, Jamieson and Cristini, PL to provide external audit services for FY 2017-18 as in the attached engagement letter.

**Davidson, Jamieson & Cristini, P.L.**  
**Certified Public Accountants**

1956 Bayshore Boulevard  
Dunedin, Florida 34698-2503  
(727)734-5437 or 736-0771  
FAX (727) 733-3487

*Members of the Firm*  
John N. Davidson, CPA, CVA  
Harry B. Jamieson, CPA  
Richard A. Cristini, CPA, CPPT, CGFM  
Jeanine L. Bittinger, CPA, CPPT  
Karen Curran CPA, CVA

Member  
American Institute of  
Certified Public Accountants  
Florida Institute of  
Certified Public Accountants

November 2, 2017

The Honorable Gary Katica, Mayor  
Town of Belleair  
901 Ponce De Leon Blvd.  
Belleair, FL 33756-1096

Dear Mayor Katica:

We are pleased to confirm our understanding of the services we are to provide the Town of Belleair, Florida (Town) for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the budgetary comparisons for the general fund and the aggregate remaining fund information, which collectively comprise the Town's basic financial statements, as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the Town's basic financial statements. As part of our engagement, we will apply certain limited procedures to the Town's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

The document will also include the following additional information that will not be subject to the auditing procedures applied in our audit of the general purpose financial statements, and our auditor's report will not provide an opinion or any assurance on:

Statistical section of the Town's comprehensive annual financial report.

Our Firm agrees to conduct a financial and compliance audit examination of the Town for such fiscal years as the Firm shall serve as Town Auditor in accordance with the provisions of the Town Charter. The Firm shall be employed as the Town Auditor under the terms of the Town Charter and shall serve at the pleasure of the Town Commission. Nothing contained in this agreement shall be deemed to establish an obligation of the Town to continue in this agreement to employ the Firm should the Town Commission determine to employ another firm or individual as Town Auditor for any reason whatever solely within the discretion of the Town Commission. The Firm may be replaced with or without cause at such time as the Town Commission deems appropriate. The Town shall give the Firm up to 30 days' written notice in the event another Town Auditor is to be appointed and the Firm shall be compensated for hours incurred to the date of notice.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other – matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standard* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist the preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements.

Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format for providing information.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representation from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and the *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*

### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the town, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Davidson, Jamieson & Cristini, P.L. (DJC) and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a grantor agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DJC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in January of 2019 and to issue our reports no later than June 30, 2019.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$30,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Schedules, analyses of accounts and working trial balances to be prepared by your staff are listed on the attached schedule. The items listed include but are not limited to the preparation of and recording of all accruals and prepayments in accordance with Governmental Accounting, Auditing, and Financial Reporting (GAAFR); all contractual obligations and leases in accordance with Generally Accepted Accounting Principles (GAAP); and the preparation of detail analyses of all major balance sheet accounts for all funds reconciled to the general ledger as of year end.

If these arrangements are satisfactory, please sign a copy of this letter where indicated and return it to us. We appreciate the opportunity to serve you and assure you that this work will receive our close attention.

Sincerely,

DAVIDSON, JAMIESON & CRISTINI, P.L.



Richard A. Cristini

cc: J. P. Murphy, Town Manager

\* \* \* \* \*

The services described in the foregoing letter are in accordance with our requirements and the terms described in the letter are agreed to and acceptable to us.

TOWN OF BELLEAIR, FLORIDA

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Gary Katica, Mayor



## Legislation Details (With Text)

**File #:** 17-0252      **Version:** 1      **Name:**  
**Type:** Action Item      **Status:** General Agenda  
**File created:** 11/16/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** Capital equipment purchases for FY 2017-18 in Public Works  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Reel Mower Quote](#)  
[Vacuum Trailer Quote](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Town Commission  
From: Stefan Massol, Director of Support Services  
Date: 11/21/2017

### Subject:

Capital equipment purchases for FY 2017-18

### Summary:

The Public Works department is requesting the purchase of a new Vacuum Jetter trailer (\$41,000) for maintenance of storm drains and a new reel mower (\$35,388.02)

**Previous Commission Action:** N/A

**Background/Problem Discussion:** Purchases over \$35,000 require the approval of the Town Commission.

The Public Works Department has been experiencing difficulties with its current Vactron jetter trailer as it has aged and requires significant repair and maintenance. It was purchased used in November 2013. The item is to be auctioned, however trade-in has also been offered by the vendor in the amount of \$13,000. Staff is requesting the use of these proceeds of \$13,000 towards the purchase, and is requesting the use of balance in the Capital Equipment Replacement Fund for the remaining \$28,000 of purchase cost. Vermeer offers this product through the National Joint Powers Alliance (NJPA contract no. 070313-VRM), which is an allowed purchasing option under the purchasing policy.

Similarly, the current mower stock has aged past its useful life and presents growing maintenance and repair needs. Potential funding sources for this purchase include \$7,700 of funds in the Capital Equipment Replacement Fund, \$3,255 from Surplus Park Improvement and \$24,433.02 from Surplus Recreation Fund. The appropriation from the Rec. Fund will occur at a later date if approved. This item would be purchased under State Contract No. 21100000-15-1.

**Expenditure Challenges** N/A

**Financial Implications:** N/A

**Recommendation:** Purchase of a McLaughlin Vacuum Excavator trailer from Vermeer Southeast for \$41,000 and a Toro Reelmaster Mower from Wesco Turf for \$35,388.02.

**Proposed Motion** I approve/deny the proposed purchases of a Vacuum Jetter trailer and a new reel mower.



2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

October 5, 2017

Ricky Allison, Manager  
Belleair  
918 Osceola Road  
Belleair, FL 33756

Dear Ricky Allison,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation. This quotation meets or exceeds ANSI Safety Specifications. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

**Pricing is valid for (30) days from the date of quotation. Time of delivery may vary; please check when placing order.**

**State Contract Number: 21100000-15-1**

Please fax your purchase order to Wesco Turf at 941.487.6889.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best regards,

***Tony Banak***

Commercial Sports Fields & Grounds Territory Manager - Sarasota  
tony.banak@wescoturf.com



October 5, 2017

Quote #: Q-00009754

Ricky Allison, Manager  
Belleair  
918 Osceola Road  
Belleair, FL 33756

State Contract Number: 21100000-15-1

All pricing is valid for thirty (30) days

Total Units	Qty	Model No	Description	MSRP Each	Discount %	Price Each	Net Price	Extended Price
1	1	03170	Toro Reelmaster 3100-D	22,999.00	21.00	18,169.21	35,388.02	\$35,388.02
	3	03189	27" 8 Blade (RR) Radial Reel EdgeSeries	4,089.00	21.00	3,230.31		
	3	03203	RM 3100 27" Verticutter	2,709.00	21.00	2,140.11		
	1	03244	RM3100 End Weight Kit (3)	219.00	21.00	173.01		
	1	03172	RM 3100 27" Lift Arm Kit	1,099.00	21.00	868.21		
	1	119-0635	DPA Roller Tipper Kit	66.33		66.33		

Terms:	Net 30 Days
Equipment Total	\$ 35,388.02
State Sales Tax (6.00% + 1.00% County Surtax)	\$ 0.00
<b>Total</b>	<b>\$ 35,388.02</b>

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

☐

Check this box if you want to receive a hard copy of the Parts Manual.

PDF version is also available online at <https://www.wescoturf.com/content/51-toro-manuals>

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.



Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

*Tony Banak*

Commercial Sports Fields & Grounds Territory Manager - Sarasota  
, [tony.banak@wescoturf.com](mailto:tony.banak@wescoturf.com)



Vermeer Southeast Sales & Service, Inc.  
12785 44th Street North  
Clearwater, Florida 33762

QUOTE

Date: 10/10/17

Sales Rep: Ryan Erger

Customer Information:

Town of Belleair

Delivered to:

Contact Name:

Troy

Phone Number:

Picked up at this Vermeer Store Location:

Payment method:

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	New McLaughlin VX30-500 Vacuum Excavator SN#	\$ 41,000.00	\$ 41,000.00
	31 HP Diesel Engine 500 Gallon Spoil Tank Reverse Flow for Tank offload and debris removal 2 x 150 Gallon Water Tanks 4000 psi @ 4 GPM High Pressure water System Full Hydraulic Rear Door		
-1	Less Trade of Vactron MC550SDT Jetter Unit SN# 5HZBF192X8LL62153	\$ 13,000.00	\$ (13,000.00)
		SubTotal	\$ 28,000.00
		Tax	
		Total	\$ 28,000.00
		Less Down	
		Payment	
		Balance Due	\$ 28,000.00

THANK YOU FOR YOUR BUSINESS!

TERMS:

Except as expressly set forth in writing herein or otherwise provided by the manufacturer, the equipment being sold as of the date hereof, is being sold "AS IS" and "WITH ALL FAULTS", and Vermeer Southeast hereby disclaims and excludes all warranties of title, express warranties and implied warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, infringement and those warranties arising out of usage of trade or course of dealing.

Customer \_\_\_\_\_



## Legislation Details (With Text)

**File #:** 17-0255      **Version:** 1      **Name:**  
**Type:** Contract      **Status:** General Agenda  
**File created:** 11/16/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** Approval of the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for Joint Control of Pollutants within Pinellas County

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [ILA Joint Control of Pollutants 2012 Agrmt](#)  
[100819 ILAJPC 101917 FINAL](#)  
[Signature Template FINAL JPC 101917](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Mayor Gary H. Katica, Commissioners  
From: Keith Bodeker  
Date: 11/16/2017

### Subject:

Approval of the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for Joint Control of Pollutants within Pinellas County

### Summary:

Staff is seeking Commission approval to renew the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for Joint Control of Pollutants within Pinellas County.

This interlocal agreement is necessary to help maintain the Town's MS4 permit to be in compliance with State FDEP regulations.

**Previous Commission Action:** Commission approved the previous Interlocal Agreement back in June 2012.

**Background/Problem Discussion:** The Town has had an Interlocal Agreement with Pinellas County and other MS4 Co-Permittees to help monitor and control pollutants going into local water bodies. This agreement is necessary to help maintain the Town's MS4 permit and keep in compliance with State and Federal environmental regulations.

**Expenditure Challenges** NA

**Financial Implications:** NA

**Recommendation:** Staff recommends the Commission move approval of the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for Joint Control of Pollutants within Pinellas County.

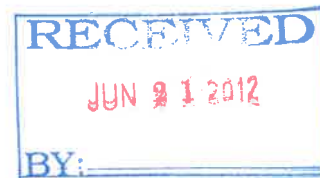
**Proposed Motion** I move approval of the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for Joint Control of Pollutants within Pinellas County.

**BOARD OF COUNTY  
COMMISSIONERS**

Nancy Bostock  
Neil Brickfield  
Susan Latvala  
John Morroni  
Norm Roche  
Karen Williams Seel  
Kenneth T. Welch



June 18, 2012



Mr. Perry Lopez  
Public Works Director  
Town of Belleair  
901 Ponce De Leon Boulevard  
Belleair, FL 33756-1096

**SUBJECT: Interlocal Agreement (ILA) between Pinellas County, the Florida  
Department of Transportation (FDOT), and Various Pinellas County  
Municipalities Providing Joint Control of Pollutants within Pinellas County**

Dear Mr. Lopez:

Enclosed is an executed copy of the above referenced Agreement which was approved by the  
County Administrator on June 7, 2012.

Should you have any questions, please feel free to call me at (727) 464-3185.

Sincerely,  
PINELLAS COUNTY DEPARTMENT OF ENVIRONMENT AND  
INFRASTRUCTURE

Merry Celeste, CPPB  
Contracts Services Supervisor



**TO:** Robert S. LaSala, County Administrator

**FROM:** Peter Yauch, P.E., Division Director  
DEI/ Transportation and Stormwater



**SUBJECT:** Interlocal Agreement between Pinellas County, the Florida Department of Transportation (FDOT), and Various Pinellas County Municipalities Providing Joint Control of Pollutants within Pinellas County

**DATE:** June 6, 2012

**RECOMMENDATION:** I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS WITHIN PINELLAS COUNTY WITH THE PARTIES LISTED AS FOLLOWS:

FLORIDA DEPT. OF TRANSPORTATION	TOWN OF KENNETH CITY	CITY OF SAFETY HARBOR
TOWN OF BELLEAIR	CITY OF LARGO	CITY OF SOUTH PASADENA
CITY OF BELLEAIR BEACH	CITY OF MADEIRA BEACH	CITY OF SEMINOLE
CITY OF BELLEAIR BLUFFS	TOWN OF NORTH REDINGTON BEACH	CITY OF ST. PETERSBURG
CITY OF CLEARWATER	CITY OF OLDSMAR	CITY OF ST. PETE BEACH
CITY OF DUNEDIN	CITY OF PINELLAS PARK	CITY OF TARPON SPRINGS
CITY OF GULFPORT	CITY OF REDINGTON BEACH	CITY OF TREASURE ISLAND
CITY OF INDIAN ROCKS BEACH	TOWN OF REDINGTON SHORES	

**AGREEMENT TERM:** This Interlocal shall remain in effect until May 31<sup>st</sup>, 2017.

**FISCAL IMPACT:** N/A

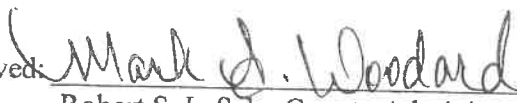
**DISCUSSION:** Under the requirements of their respective National Pollutant Discharge Elimination System (NPDES) permits, Pinellas County, its municipalities, and the FDOT entered into the first Interlocal Agreement (ILA) for Joint Pollutant Control in 1994 and renewed it in 2000 and 2007. This ILA stated that the County and each municipality would be responsible for pollutant discharges originating within their territorial jurisdiction and entering another system or waters of the state.

The Town of Indian Shores declined participation in this ILA. A new updated ILA is presented for clarity. All other parties have executed the ILA.

Approval of this ILA is within the authority of the County Administrator, as delegated by the Board of County Commissioners, pursuant to Section 2-62, Pinellas County Code.

Please retain one original set for your receipt and file report, and return one to Merry Celeste, DEI for distribution.

Recommendation Approved:



Robert S. LaSala, County Administrator

Date:

6/7/12

Attachments:

Contract Review Transmittal

Interlocal Agreement for Joint Control of Pollutants within Pinellas County

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,  
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE  
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE  
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW***



**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS WITHIN  
PINELLAS COUNTY**

**AGREEMENT PREPARED BY  
PINELLAS COUNTY DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE  
WATERSHED MANAGEMENT**

**MARCH 2012**

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**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS WITHIN  
PINELLAS COUNTY**

**SECTION 1. INTENT OF AGREEMENT**

THIS AGREEMENT, by and among the Cities of Pinellas County, Florida, including the Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Petersburg, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island, all of which are municipal corporations of the State of Florida, hereinafter collectively referred to as CITIES, the Florida Department of Transportation, an agency of the State of Florida, hereinafter referred to as FDOT, and Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, is entered into this 6 day of June 2012.

WITNESSETH, That:

WHEREAS, pursuant to the Clean Water Act (CWA), and the regulations promulgated thereunder, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as 40 C.F.R. § 122.26; and

WHEREAS, 40 C.F.R. § 122.26 requires that, based on the 1990 census, the COUNTY and the City of St Petersburg each require a NPDES permit; and

WHEREAS, the EPA, Region IV notified FDOT and the remaining CITIES, except the Town of Indian Shores, by letter dated December 16, 1993 that FDOT and the remaining CITIES except the Town of Indian Shores, are designated as part of the COUNTY municipal separate storm sewer system (MS4) for the purposes of NPDES permitting; and

WHEREAS, NPDES permits in Florida were delegated from the Environmental Protection Agency's jurisdiction to the Florida Department of Environmental Protection (FDEP) in October 2000 as set forth in Section 403.0885, F.S.; and

WHEREAS, stormwater discharges from medium and large MS4's are regulated under Chapter 62-624, F.A.C.; and

WHEREAS, the CITIES, FDOT, and COUNTY desire to protect and promote the public health, safety and general welfare through the management of stormwater runoff; and

WHEREAS, the CITIES, FDOT, and COUNTY desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of receiving waters; and

WHEREAS, the CITIES, FDOT, and COUNTY are accountable for their respective separate storm sewer systems which outfall from one system to another or to waters of the State; and

WHEREAS, the individual CITIES, FDOT, and the COUNTY have approved the concept of intergovernmental cooperation to effectively manage and control discharge into separate storm sewer systems.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties hereto mutually agree as follows:

## SECTION 2. PURPOSE

The purpose of this Agreement is to set forth the relationship of the CITIES, FDOT and COUNTY with respect to their general responsibilities to control the contribution of pollutants from one identified system to another or to waters of the State.

## SECTION 3. GENERAL RESPONSIBILITIES

The CITIES, FDOT, and COUNTY, as parties to this Agreement, recognize that unless otherwise established through a separate agreement, each party is responsible for controlling

pollutants in discharges from public or privately owned lands within its territorial jurisdiction to separate storm sewer systems owned and/or maintained by that party, or to a system owned and/or maintained by another party to this Agreement, or to Waters of the State. The CITIES, FDOT, and COUNTY shall be independently and separately responsible for controlling the contribution of pollutants as necessary to meet the requirements of Chapter 62-624, F.A.C, from their respective separate storm sewer system to another system, or to Waters of the State.

#### SECTION 4. COPIES

Upon final execution of this document, one (1) certified copy will be provided to each party.

#### SECTION 5. PERMIT IMPLEMENTATION

Unless otherwise established in separate agreement, the CITIES, FDOT, and COUNTY shall each be solely responsible for implementation of the NPDES permit conditions within the boundaries of its respective jurisdiction. Each party shall be responsible for ensuring the terms of its own permit are acceptable.

#### SECTION 6. LEGAL AUTHORITY

The CITIES, FDOT and COUNTY agree that each party will consider, if it is determined that such action is lawful and in the best interest of the parties, taking action necessary to adopt, modify or amend any ordinances, resolutions, rules, regulations or policies which in accordance with Chapter 62-624, F.A.C allow the contents of this Agreement to be enforced.

#### SECTION 7. NOTICES

All written notices to CITIES, FDOT and the COUNTY under this Agreement shall be directed to the following addresses:

**FDOT:**

Ms. Sue Moore  
Maintenance / Environmental Coordinator  
FDOT District VII  
11201 N. McKinley Drive M.S. 1200  
Tampa, FL 33612-6456

**Belleair Bluffs:**

Mr. Robert David  
Public Works Director  
City of Belleair Bluffs  
2747 Sunset Blvd.  
Belleair Bluffs, FL 33770

**Clearwater:**

Ms. Sarah Josuns  
Engineering Department  
City of Clearwater  
P.O. Box 4748  
Clearwater, FL 33758-4748

**Gulfport:**

Mr. Don Sopak  
Public Works Director  
City of Gulfport  
2401-53<sup>rd</sup> St. South  
Gulfport, FL 33707

**Kenneth City:**

Mr. John Dutton  
Director of Public Works  
Town of Kenneth City  
6000 54th Ave. N.  
Kenneth City, FL 33709-1800

**Belleair:**

Mr. Perry Lopez  
Public Works Director  
City of Belleair  
901 Ponce De Leon Blvd.  
Belleair, FL 33756-1096

**Belleair Beach:**

Ms. Nancy Gonzalez  
City Manager  
City of Belleair Beach  
444 Causeway Boulevard,  
Belleair Beach, Florida 33786

**Dunedin:**

Mr. Keith Fogarty  
Director of Maintenance  
City of Dunedin  
750 Milwaukee Avenue  
Dunedin, FL 34698

**Indian Rocks Beach:**

Mr. Dean Scharmen  
Public Services Director  
City of Indian Rocks Beach  
1507 Bay Palm Blvd.  
Indian Rocks Beach, FL 33785-2899

**Largo:**

City Engineer  
City of Largo  
P.O. Box 296  
Largo, FL 33779-0296

**Madeira Beach:**

Mr. Shane Crawford  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708-1996

**Oldsmar:**

Ms. Lisa R. Rhea  
Public Works Director  
City of Oldsmar  
100 State Street West  
Oldsmar, FL 34677-3756

**Redington Beach:**

Mr. Mark Davis  
Public Works Director  
Town of Redington Beach  
105-164th Ave.  
Redington Beach, FL 33708-1519

**Safety Harbor:**

Ms. Debbie Drees  
Engineering Department  
City of Safety Harbor  
750 Main Street  
Safety Harbor, FL 34695

**Seminole:**

Mr. Jeremy Hockenbury  
Public Works Director  
City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772

**North Redington Beach:**

Ms. Donna Rolih  
Town Clerk  
Town of N. Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708-1397

**Pinellas Park:**

Mr. Randal Roberts  
Streets & Drainage Division Director  
City of Pinellas Park  
6051 78th Ave. N.  
Pinellas Park, FL 33781

**Redington Shores:**

Ms. Patti Herr  
Deputy Town Clerk  
Town of Redington Shores  
17425 Gulf Blvd.  
Redington Shores, FL 33708-1299

**South Pasadena:**

Mr. Gary Anderson  
Public Works Director  
City of South Pasadena  
7047 Sunset Dr. S.  
South Pasadena, FL 33707-2895

**St Petersburg:**

Mr. Carlos Frey  
Engineering Department  
City of St. Petersburg  
PO Box 2842  
St. Petersburg, Florida 33731

**St. Pete Beach:**

Mr. Michael Maxemow  
Public Works Director  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1839

**Tarpon Springs:**

Ms. Roni Barrow  
NPDES Coordinator  
City of Tarpon Springs  
323 E. Pine Street  
Tarpon Springs, FL 34688

**Treasure Island:**

Mr. James Newton  
Water Pollution Control Supervisor  
City of Treasure Island  
120 108th Ave.  
Treasure Island, FL 33706

**Pinellas County:**

Ms. Kelli Hammer Levy  
Pinellas County Dept. of Environment and  
Infrastructure – Watershed Management  
300 S. Garden Avenue  
Clearwater, FL 33756

**SECTION 8. AGREEMENT TERM**

This Agreement shall remain in effect until May 31st, 2017, unless renewed in writing by mutual agreement of all parties hereto for an additional length of time.

**SECTION 9. TERMINATION**

This Agreement may be terminated without cause by giving thirty (30) days written notice to each of the other parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals as the day and year first above written.

PINELLAS COUNTY, by and through its  
County Administrator

By: Mark A. Woodard  
Robert S. LaSala  
County Administrator

Witness: Della Kelly

APPROVED AS TO FORM:

By: [Signature]  
Office of County Attorney

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

FLORIDA DEPARTMENT OF TRANSPORTATION

By: Jim Moulton Jr.  
Title: Director of Transportation Operations

Attest: Lisa Ann Carver

Legal Review:

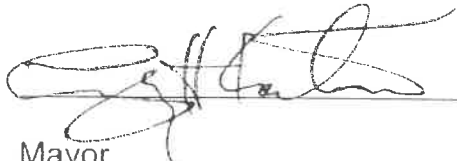
By: Amey Nee Date: 11/9/11



INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY

TOWN OF BELLEAIR

Countersigned:

  
\_\_\_\_\_  
Mayor

By:   
\_\_\_\_\_  
Public Works Director

Approved as to form:

Attest:

\_\_\_\_\_  
Attorney

  
\_\_\_\_\_  
Town Clerk

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY OF BELLEAIR BEACH

Countersigned:

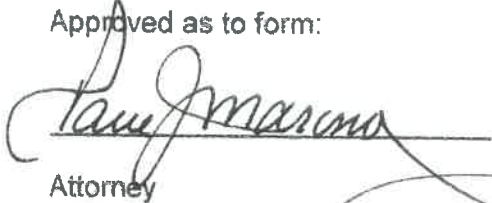


Mayor

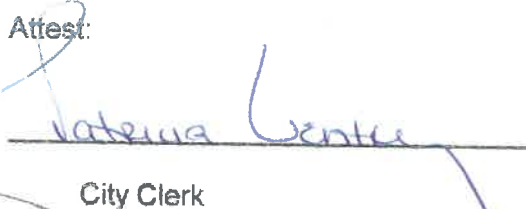
By:

  
City Manager

Approved as to form:

  
Attorney

Attest:

  
City Clerk

INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY

CITY OF BELLEAIR BLUFFS

Countersigned:

Mayor

By:

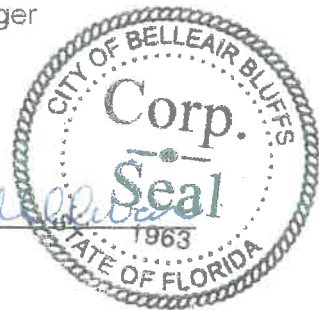
City Manager

Approved as to form:

Attorney

Attest:

City Clerk



Countersigned:

-george cretekos

George N. Cretekos  
Mayor

CITY OF CLEARWATER, FLORIDA

By:

William B. Horne II

William B. Horne II  
City Manager

Approved as to form:

Leslie K. Dougall-Sides

Leslie K. Dougall-Sides  
Assistant City Attorney

Attest:

Rosemarie Call

Rosemarie Call  
City Clerk



INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY

CITY OF DUNEDIN

Countersigned:

Dave Eggers

Mayor – David Eggers

Approved as to form:

Thomas Trask

Attorney – Tom Trask

By:

Rob Dispirito

City Manager – Rob Dispirito

Attest:

Denise Schlegel

City Clerk – Denise Schlegel




**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY OF GULFPORT

Countersigned:

\_\_\_\_\_

By:

  
\_\_\_\_\_

James E. O'Reilly, City Manager

Approved as to form:

  
\_\_\_\_\_

Andrew Salzman, City Attorney

Attest:

  
\_\_\_\_\_

Lesley DeMuth, City Clerk

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY OF INDIAN ROCKS BEACH



R.B. Johnson, Mayor



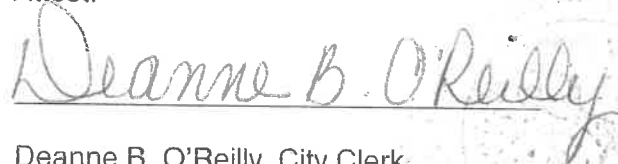
Charles S. Coward, City Manager

Approved as to form:

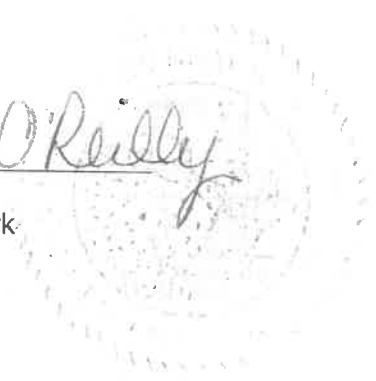


Maura J. Kiefer, City Attorney

Attest:



Deanne B. O'Reilly, City Clerk



**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

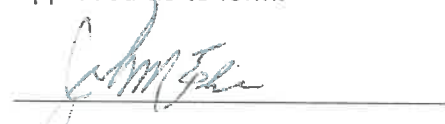
**CITY/TOWN OF KENNETH CITY**

Countersigned:

  
Teresa Zemaitis, Mayor

By: \_\_\_\_\_

Approved as to form:

  
John Elias, Town Attorney

Attest:

  
Susan L. Scrogam, Town Clerk

INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY

CITY OF LARGO

Countersigned:



Mayor

By: 

City Manager

*Reviewed and Approved:*  
Approved as to form:

Attest:

  
Asst. City Attorney

  
City Clerk



**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY OF MADEIRA BEACH, FLORIDA

Countersigned:



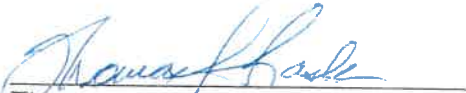
Travis Palladeno  
Mayor

By:



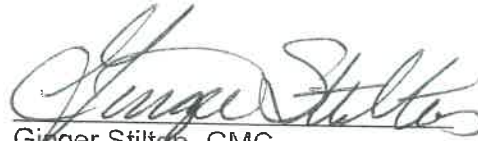
Shane B. Crawford  
City Manager

Approved as to form:



Thomas J. Trask  
City Attorney

Attest:

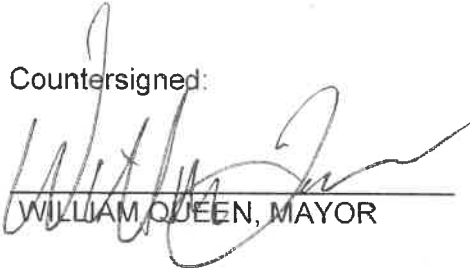


Ginger Stilton, CMC  
City Clerk

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

TOWN OF NORTH REDINGTON BEACH


Countersigned:

  
\_\_\_\_\_  
WILLIAM QUEEN, MAYOR

Approved as to form:

  
\_\_\_\_\_  
EDWIN PECK, ATTORNEY

Attest:

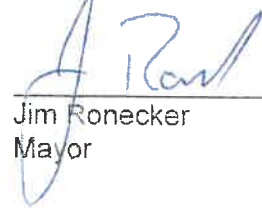
  
\_\_\_\_\_  
MARI CAMPBELL, TOWN CLERK

*Municipal signature sheet to be customized by each jurisdiction (Delete this statement prior to printing)*

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**


CITY OF OLDSMAR

Countersigned:


  
\_\_\_\_\_  
Jim Ronecker  
Mayor

By:   
\_\_\_\_\_  
Bruce T. Haddock  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Thomas J. Trask, Esquire  
Attorney

Attest:

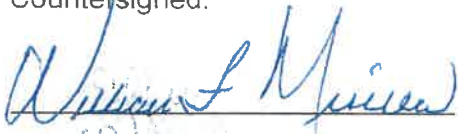
  
\_\_\_\_\_  
Ann E. Stephan  
City Clerk



**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

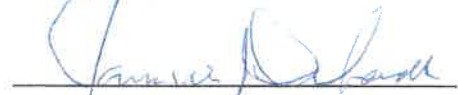
CITY OF PINELLAS PARK

Countersigned:

A handwritten signature in blue ink, appearing to read "William F. Mischler", written over a horizontal line.

Mayor, William F. Mischler

Approved as to form and  
correctness

A handwritten signature in blue ink, appearing to read "James W. Denhardt", written over a horizontal line.

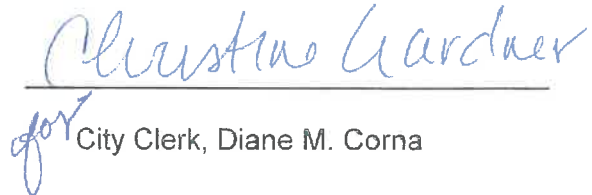
City Attorney, James W. Denhardt

By:

A handwritten signature in blue ink, appearing to read "Michael B. Gustafson", written over a horizontal line.

City Manager, Michael B. Gustafson

Attest:

A handwritten signature in blue ink, appearing to read "Christine Gardner", written over a horizontal line. To the left of the signature is a small handwritten word "for".

City Clerk, Diane M. Corna

*Municipal signature sheet to be customized by each jurisdiction (Delete this statement prior to printing)*

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY/TOWN OF " REDINGTON BEACH

Countersigned:

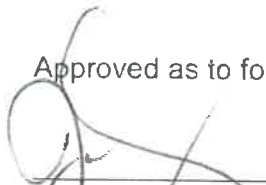
  
\_\_\_\_\_

Mayor NICK SIMONS

By: \_\_\_\_\_

City Manager

Approved as to form:

  
\_\_\_\_\_

Attorney JAY DAIGNEAULT ESQ.

Attest:

 CMC  
\_\_\_\_\_

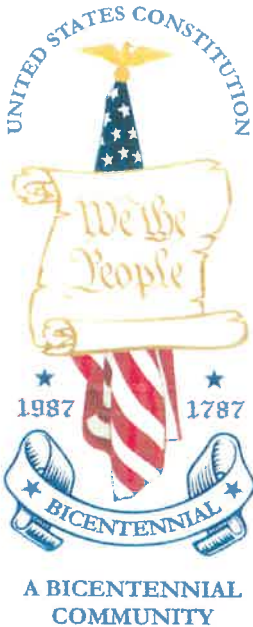
City Clerk

JANINA PATRUS, CMC



Town of  
**Redington Shores**

17425 Gulf Boulevard ★ Redington Shores, FL 33708




INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF  
POLLUTANTS WITHIN PINELLAS COUNTY

TOWN OF Redington Shores

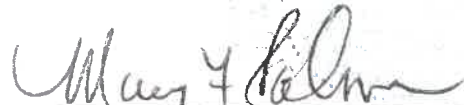
Countersigned:

  
Mayor

Approved as to form:

  
Attorney

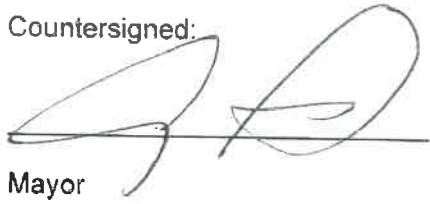
Attest:

  
Town Clerk

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY OF SAFETY HARBOR

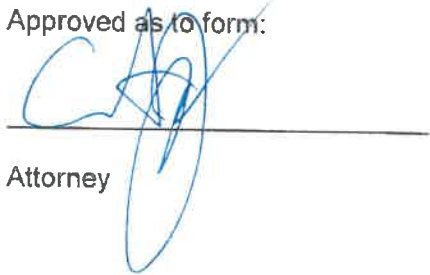
Countersigned:

  
Mayor

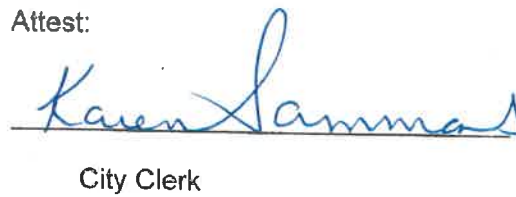
By:

  
City Manager

Approved as to form:

  
Attorney

Attest:

  
City Clerk



**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY OF SEMINOLE

Countersigned:

\_\_\_\_\_

~~Mayor~~

By:

*Grant Camunda*

City Manager

Approved as to form:

*J. M. Lee 11/15/11*

Attorney

Attest:

*Rose Benoit*

City Clerk

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY OF SOUTH PASADENA, FLORIDA

Countersigned:

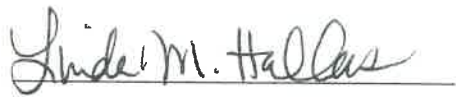


Mayor

By: \_\_\_\_\_

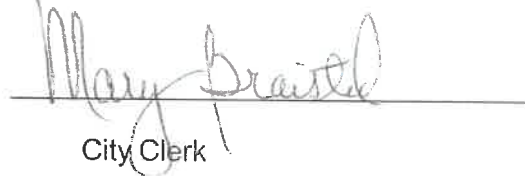
City Manager

Approved as to form:



Attorney

Attest:

  
City Clerk

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

CITY OF ST. PETERSBURG, FLORIDA  
A municipal corporation of the State of Florida

Countersigned:

By:   
Bill Foster


By: City of St. Petersburg  
As its Mayor

Attest:   
Eva A. Andujar, City Clerk

(Seal)



<sup>SW</sup>  
Approved as to Content and Form:

  
City Attorney (designated)

By: Jane Wallace

**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

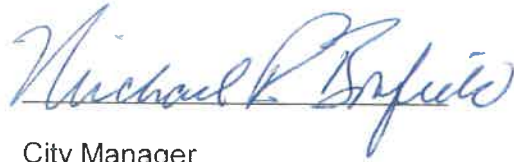
CITY OF ST PETE BEACH

Countersigned:



Mayor

By:



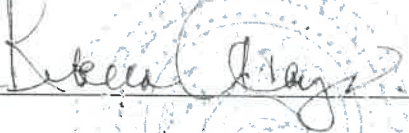
City Manager

Approved as to form:

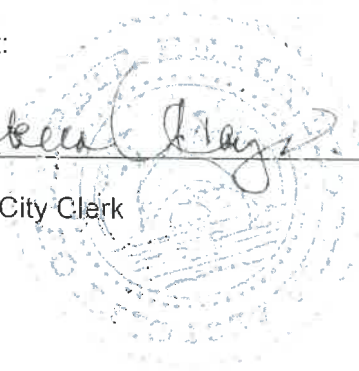


Attorney

Attest:



City Clerk



**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

**CITY OF TARPON SPRINGS**

Countersigned:



Mayor

By: 

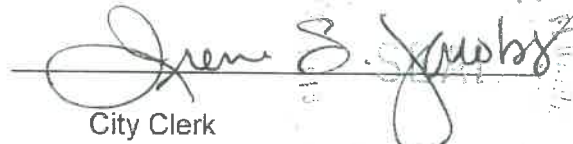
City Manager

Approved as to form:

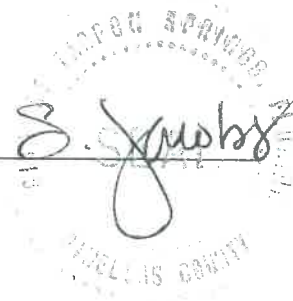


Attorney

Attest:



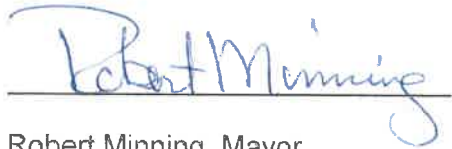
City Clerk



**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

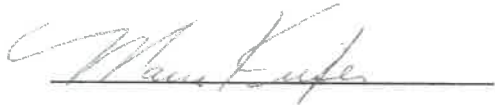
CITY/TOWN OF TREASURE ISLAND

Countersigned:


  
Robert Minning, Mayor

By:   
Reid Silverboard, City Manager

Approved as to form:

  
Maura Kiefer, City Attorney

Attest:

  
Dawn Foss, City Clerk

*PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,  
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE  
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE  
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW*



**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS WITHIN  
PINELLAS COUNTY**

AGREEMENT PREPARED BY  
PINELLAS COUNTY DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENVIRONMENTAL MANAGEMENT  
OCTOBER 2017

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**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS  
WITHIN PINELLAS COUNTY**

THIS INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS WITHIN PINELLAS COUNTY (hereinafter referred to as “Agreement”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, among: (1) Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island, all of which are municipal corporations of the State of Florida (hereinafter—although separate parties hereto—collectively referred to as “Cities”); (2) Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as “County”); and (3) the Florida Department of Transportation, an agency of the State of Florida (hereinafter referred to as “FDOT”). Cities, County, and FDOT are collectively referred to as “Parties” herein.

**WITNESSETH:**

WHEREAS, this Agreement is made and entered into between the Parties pursuant to the “Florida Interlocal Cooperation Act of 1969,” codified at Section 163.01, Florida Statutes;

WHEREAS, pursuant to Section 402 of the Federal Clean Water Act and regulations adopted in accordance therewith, which set forth the National Pollutant Discharge Elimination System (hereinafter referred to as “NPDES”) Permit Program, each party hereto is required to be a permittee or co-permittee to a Municipal Separate Storm Sewer System (hereinafter referred to as “MS4”) Permit (hereinafter referred to as “MS4 Permit”);

WHEREAS, pursuant to Section 403.0885 of the Florida Statutes and regulations adopted in accordance therewith, the State of Florida has been delegated authority by the Federal Government to administer the NPDES Program and issue MS4 Permits;

WHEREAS, the Parties are co-permittees of the MS4 Permit (FLS000005);

WHEREAS, notwithstanding the Parties being co-permittees of a single MS4 Permit, each party hereto owns or operates its own MS4 as that term is defined by Chapter 62-624, F.A.C;

WHEREAS, the Parties entered into an Interlocal Agreement on June 6, 2012 that expired on May 31, 2017 to jointly control pollutants by affirming each party's accountability for its own MS4;

WHEREAS, due to the expiration of the Interlocal Agreement mentioned above, it is the mutual desire of the Parties to enter into a similar Interlocal Agreement for a new approximate five-year term; and

WHEREAS, it is the mutual desire of the Parties to clarify the legal authority of each party hereto to pursue enforcement for discharges originating outside that party's jurisdiction.

**NOW THEREFORE,** in consideration of the mutual covenants set forth herein, the Parties mutually agree as follows:

#### SECTION 1. PURPOSE

The purpose of this Agreement is to set forth the relationship of the Parties with respect to their general responsibilities to control the contribution of pollutants from one MS4 to another MS4 or to Waters of the State.

## SECTION 2. GENERAL RESPONSIBILITIES

The Parties recognize that unless otherwise established through a separate agreement, each party is responsible for controlling pollutants in discharges from public or privately owned lands within its territorial jurisdiction to that party's MS4, or to another party hereto MS4, or to Waters of the State. The Parties shall be independently and separately responsible for controlling the contribution of pollutants as necessary to meet the requirements of Chapter 62-624, F.A.C, from their respective MS4 to another MS4, or to Waters of the State. Nothing herein is intended to serve as a waiver of sovereign immunity by any party hereto, or to extend the liability of any party beyond the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by any party hereto to be sued by third parties in any matter arising out of this Agreement. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto. Nothing herein is intended to abrogate the right of any party hereto to seek any and all available legal remedies against third persons or entities, for discharges originating outside of that party's jurisdiction.

## SECTION 3. COPIES

Upon final execution of this Agreement, one (1) certified copy of this Agreement shall be provided to each party hereto.

## SECTION 4. NOTICES

All notices under this Agreement directed from one party hereto to another party hereto shall be in writing and delivered via USPS Certified Mail. Notice shall be considered delivered and

received as reflected by certified mail delivery receipt. All notices to any party hereto shall be sent to the following respective addresses:

**FDOT:**

Ms. Sue Moore  
Maintenance / Environmental  
Coordinator  
FDOT District VII  
11201 N. McKinley Drive M.S. 1200  
Tampa, FL 33612-6456

**Belleair Bluffs:**

Ms. Debra S. Sullivan  
City Clerk  
City of Belleair Bluffs  
2747 Sunset Blvd.  
Belleair Bluffs, FL 33770

**Clearwater:**

Ms. Sarah Kessler  
Engineering Department  
City of Clearwater  
P.O. Box 4748  
Clearwater, FL 33758-4748

**Gulfport:**

Mr. Don Sopak  
Public Works Director  
City of Gulfport  
2401 53<sup>rd</sup> St. South  
Gulfport, FL 33707

**Kenneth City:**

Mr. Matthew Campbell  
Town Manager  
Town of Kenneth City  
6000 54th Ave. N.  
Kenneth City, FL 33709-1800

**Belleair:**

Mr. Ricky Allison  
Public Services Manager  
  
Town of Belleair  
901 Ponce De Leon Blvd.  
Belleair, FL 33756-1096

**Belleair Beach:**

Mr. Lynn Rives  
City Manager  
City of Belleair Beach  
444 Causeway Boulevard,  
Belleair Beach, FL 33786

**Dunedin:**

Ms. Whitney Marsh  
Stormwater Program Coordinator  
City of Dunedin  
1405 County Road 1  
Dunedin, FL 34698

**Indian Rocks Beach:**

Mr. Dean Scharmen  
Public Services Director  
City of Indian Rocks Beach  
1507 Bay Palm Blvd.  
Indian Rocks Beach, FL 33785-2899

**Largo:**

City Engineer  
City of Largo  
P.O. Box 296  
Largo, FL 33779-0296

**Madeira Beach:**

Mr. Derryl O' Neal  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708-1996

**Oldsmar:**

Ms. Janice C. Bennett  
Public Works Director  
City of Oldsmar  
100 State Street West  
Oldsmar, FL 34677-3756

**Redington Beach:**

Ms. Missy Clarke  
Town Clerk  
Town of Redington Beach  
105 164th Ave.  
Redington Beach, FL 33708-1519

**Safety Harbor:**

Mr. Matthew Spoor  
City Manager  
City of Safety Harbor  
750 Main St.  
Safety Harbor, FL 34695

**Seminole:**

Mr. Jeremy Hockenbury  
Public Works Director  
City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772

**North Redington Beach:**

Ms. Mari Campbell  
Town Clerk  
Town of N. Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708-1397

**Pinellas Park:**

Mr. Daniel Hubbard  
Transportation & Stormwater Div. Director  
City of Pinellas Park  
6051 78th Ave. N.  
Pinellas Park, FL 33781

**Redington Shores:**

Ms. Tracey Cain  
Deputy Town Clerk  
Town of Redington Shores  
17425 Gulf Blvd.  
Redington Shores, FL 33708-1299

**South Pasadena:**

Mr. Gary Anderson  
Public Works Director  
City of South Pasadena  
7047 Sunset Dr. S.  
South Pasadena, FL 33707-2895

**St. Pete Beach:**

City Manager  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1839

**Treasure Island:**

Mr. James Newton  
Water Pollution Control Supervisor  
City of Treasure Island  
120 108th Ave.  
Treasure Island, FL 33706

**Tarpon Springs:**

Mr. Anthony Mannello  
Streets and Stormwater Supervisor  
City of Tarpon Springs  
325 E. Pine Street  
Tarpon Springs, FL 34689

**Pinellas County:**

Ms. Kelli Hammer Levy  
Pinellas County Division of Environmental  
Management  
22211 US 19 N. Bldg. 10  
Clearwater, FL 33756

**SECTION 5. WITHDRAWAL AND TERMINATION**

Any party hereto may withdraw itself as a party to this Agreement without cause by giving thirty (30) days' written notice to each of the other remaining parties hereto. The withdrawal of any party hereto shall not terminate this Agreement or in any way alter the obligations hereunder of the remaining parties hereto. This Agreement may only be terminated if all remaining parties hereto either: (1) mutually agree in writing to terminate this Agreement; or (2) each withdraw themselves as parties in accordance with this section.

**SECTION 6. SEVERABILITY**

If any word, clause, sentence, paragraph, or section of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

SECTION 7. FILING, EFFECTIVE DATE, AND TERM

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of Circuit Court of Pinellas County, Florida after the Agreement has been fully executed by the Parties, and shall take effect upon the date of filing. This Agreement shall remain effective until November 30, 2022, unless renewed in writing by mutual agreement of the Parties for any additional length of time.

[REMINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

PINELLAS COUNTY, by and through its  
County Administrator

By: \_\_\_\_\_  
Mark S. Woodard, County Administrator

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of County Attorney

*(Other signature pages to be delivered to parties separately)*

STATE OF FLORIDA

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4  
CO-PERMITTEES  
FOR JOINT CONTROL OF POLLUTANTS WITHIN PINELLAS COUNTY**

**Town of Belleair**

---

Gary H. Katica  
Mayor

---

JP Murphy  
City Manager

Approved as to form:

Attest:

---

David Ottinger  
Attorney

---

Christine Torok  
City Clerk



## Legislation Details (With Text)

**File #:** 17-0256      **Version:** 1      **Name:**  
**Type:** Contract      **Status:** General Agenda  
**File created:** 11/16/2017      **In control:** Town Commission  
**On agenda:** 11/21/2017      **Final action:**  
**Title:** Approval of First Amendment to the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for water quality and biological monitoring.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [ILA for Water Qual & Bio Monitoring 2013](#)  
[1st Amendment ILA WQM 10-27-17](#)  
[Signature Template \(corrected\) MS4 Int Loc Agr 102617](#)

Date	Ver.	Action By	Action	Result
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### Summary

To: Mayor Gary H. Katic, Commissioners  
From: Keith Bodeker  
Date: 11/16/2017

### Subject:

Approval of First Amendment to the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for water quality and biological monitoring.

### Summary:

Staff is seeking Commission approval of the First Amendment to the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for water quality and biological monitoring.

**Previous Commission Action:** Commission previously approved the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for water quality and biological monitoring back in November 2013.

**Background/Problem Discussion:** The Town needs to have annual water quality and biological testing done in order to be in compliance with State and Federal environmental regulations. The existing agreement is about to expire and the first amendment will keep the interlocal agreement in effect until another extension is needed.

**Expenditure Challenges** NA

**Financial Implications:** No additional expenses outside of the existing annual agreement that has been budgeted for.

**Recommendation:** Staff recommends approval of the First Amendment to the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for water quality and biological monitoring.

**Proposed Motion** I move approval of the First Amendment to the Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for water quality and biological monitoring.

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND ITS NPDES COPERMITTEES**

**FOR THE IMPLEMENTATION AND OPERATION OF**

**A SURFACE WATER QUALITY AND BIOLOGICAL MONITORING PROGRAM**

This AGREEMENT, by and among the Cities of Pinellas County, Florida, including the Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island, all of which are municipal corporations of the State of Florida, hereinafter collectively referred to as CO-PERMITTEES, and Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, is entered into this 6<sup>th</sup> day of November 2013.

WITNESSETH, That:

WHEREAS, the CO-PERMITTEES and COUNTY desire to protect and promote the public health, safety and general welfare through the management of stormwater runoff; and

WHEREAS, the CO-PERMITTEES and COUNTY desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of receiving waters; and

WHEREAS, pursuant to the Clean Water Act (CWA), and the regulations promulgated thereunder, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as 40 C.F.R. § 122.26; and

WHEREAS, 40 C.F.R. § 122.26 requires that, based on the 1990 census, the COUNTY obtain a NPDES permit; and

WHEREAS, the EPA, Region IV notified the remaining CO-PERMITTEES, by letter dated December 16,

1993 that the remaining CO-PERMITTEES are designated as part of the COUNTY municipal separate storm sewer system (MS4) for the purposes of NPDES permitting; and

WHEREAS, the COUNTY as lead applicant and the Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island as co-applicants applied for and received NPDES permit #FLS000005; and

WHEREAS, NPDES permits in Florida were delegated from the Environmental Protection Agency's jurisdiction to the Florida Department of Environmental Protection (FDEP) in October 2000 as set forth in Section 403.0885, F.S.; and

WHEREAS, stormwater discharges from medium and large MS4's are regulated under Chapter 62-624, F.A.C.; and

WHEREAS, NPDES permit #FLS000005 Part V.B.1 requires a monitoring program to assist in determining the impact of stormwater discharges on receiving waters located in the geographical area covered by the permit; and

WHEREAS, NPDES permit #FLS000005 Part V.B.1 requires a monitoring program to assist in determining the effectiveness of the stormwater management programs being implemented and shall assist in identifying and prioritizing portions of the MS4 requiring additional controls; and

WHEREAS, in 2012, the Florida Department of Environmental Protection (FDEP) promulgated numeric nutrient water quality standards in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters) of the Florida Administrative Code (F.A.C.); and

WHEREAS, pursuant to these new regulations, an evaluation of water chemistry, biological data (flora and fauna), and physical information are used to determine if a water body's nutrient

concentrations are protective of balanced flora and fauna; and

WHEREAS, it is the mutual desire of the COUNTY and the CO-PERMITTEES to establish relationships and responsibilities for the funding, implementation, operation and maintenance of a water quality monitoring and biological monitoring program to meet NPDES Stormwater permit requirements.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties hereto mutually agree as follows:

## SECTION 2, PURPOSE

The purpose of this Agreement is to set forth the relationship of the COUNTY and the CO-PERMITTEES with respect to the following:

- A. To define the general responsibilities of the COUNTY and the CO-PERMITTEES in implementing and continuing a water quality monitoring program that will be consistent with, and in support of, the requirements of NPDES permit #FLS000005.
- B. To define the general responsibilities of the COUNTY and the CO-PERMITTEES in implementing the biological monitoring program required by the Florida Department of Environmental Protection to determine compliance with the Numeric Nutrient Criteria.
- C. To establish a cost allocation method to ensure equitable distribution of program operation and maintenance costs.

## SECTION 3, GENERAL RESPONSIBILITIES

### A. Water Quality Monitoring Program

The COUNTY will continue to operate and maintain the water quality monitoring program set forth

in Exhibit "A" using COUNTY staff and equipment. The COUNTY and CO-PERMITTEES may be issued a new NPDES permit prior to the expiration of the Agreement and the COUNTY and CO-PERMITTEES shall abide by the requirements of this new permit. The COUNTY's monitoring program will consist of:

- managing staff
- maintaining equipment and instruments in working order
- ordering supplies and calibration standards
- performing necessary field quality assurance protocols in accordance with Florida Department of Environmental Protection (FDEP) guidelines
- collection of samples
- coordinating sample delivery to a National Environmental Laboratory Accreditation Conference (NELAC) certified analytical laboratory
- reviewing and managing analytical data results
- entering data into the state database as required by FDEP
- reporting of data results to FDEP in accordance with NPDES permit requirements
- include a reference to each of the CO-PERMITTEES listed in this agreement as a contributor to a countywide monitoring program in monitoring results submitted to FDEP as required by NPDES permit FLS000005
- reporting of raw data results to the CO-PERMITTEES every calendar year
- reporting to the municipalities of trends in each watershed so the CO-PERMITTEES may individually determine the effectiveness of their stormwater management programs and identify and prioritize portions of the MS4 requiring additional controls

#### B. Biological Monitoring Program

The COUNTY will implement the Biological Monitoring Program by January 1, 2014. The COUNTY will operate and maintain the program set forth in Exhibit "B" using COUNTY staff and equipment or a consultant. The COUNTY's monitoring program will consist of:

- managing staff, supplies and equipment or consultant(s)
- ensuring field quality assurance protocols are in accordance with Florida Department of Environmental Protection (FDEP) guidelines
- collection and analysis of samples
- reviewing and managing analytical data results
- entering data into the state database as required by FDEP
- include a reference to each of the CO-PERMITTEES listed in this agreement as a contributor to a countywide monitoring program in monitoring results submitted to FDEP as required by NPDES permit FLS000005
- reporting of raw data results to the FDOT and the CO-PERMITTEES every calendar year as applicable

#### SECTION 4, COST ALLOCATION

- A. The CO-PERMITTEES and the COUNTY shall share the actual annual costs of the water quality and biological monitoring programs. Costs shall be paid by each CO-PERMITTEE and the COUNTY on a pro-rata basis based upon jurisdictional acreage figures provided by the Pinellas County Planning Department. Acreage figures for the COUNTY and each CO-PERMITTEE are set forth in Exhibit "C." The acreage figures presented in Exhibit "C" are the most recent acreage figures available at the time this Agreement is being executed and shall remain in effect for the duration of this Agreement Term. In addition, costs will be shared in accordance with the terms shown in Exhibit "D."
- B. The COUNTY shall invoice the CO-PERMITTEES for their respective contribution, as stated above, to be paid in a lump sum after the end of each fiscal year (Oct. 1<sup>st</sup> – Sept. 30th). Each CO-PERMITTEE will make payment of its indicated share to the COUNTY within forty (40) days of receipt of the invoice.
- C. The COUNTY will provide the CO-PERMITTEES with annual data report and summary invoice including operating, labor and laboratory analyses costs.

#### SECTION 5, COPIES

Upon final execution of this document, the COUNTY will file the original with the Pinellas County Clerk of Circuit Court pursuant to Chapter 163.01, Florida Statutes. Two (2) certified copies will be provided to each CO-PERMITTEE.

## SECTION 6, NOTICES

All written notices to THE CO-PERMITTEES and the COUNTY under this agreement shall be directed to the following addresses:

### **Belleair:**

Mr. Perry Lopez  
Public Works Director  
City of Belleair  
901 Ponce De Leon Blvd.  
Belleair, FL 33756-1096

### **Belleair Beach:**

Ms. Nancy Gonzalez  
City Manager  
City of Belleair Beach  
444 Causeway Boulevard,  
Belleair Beach, Florida 33786

### **Dunedin:**

Mr. Keith Fogarty  
Director of Maintenance  
City of Dunedin  
750 Milwaukee Avenue  
Dunedin, FL 34698

### **Indian Rocks Beach:**

Mr. Dean Scharmen  
Public Services Director  
City of Indian Rocks Beach  
1507 Bay Palm Blvd.  
Indian Rocks Beach, FL 33785-2899

### **Largo:**

Mr. Leland Dicus  
City Engineer  
City of Largo  
P.O. Box 296  
Largo, FL 33779-0296

### **Belleair Bluffs:**

Mr. Robert David  
Public Works Director  
City of Belleair Bluffs  
2747 Sunset Blvd.  
Belleair Bluffs, FL 33770

### **Clearwater:**

Ms. Sarah Josuns  
Engineering Department  
City of Clearwater  
P.O. Box 4748  
Clearwater, FL 33758-4748

### **Gulfport:**

Mr. Don Sopak  
Public Works Director  
City of Gulfport  
2401-53<sup>rd</sup> St. South  
Gulfport, FL 33707

### **Kenneth City:**

Mr. John Dutton  
Director of Public Works  
Town of Kenneth City  
6000 54th Ave. N.  
Kenneth City, FL 33709-1800

### **Madeira Beach:**

Mr. Shane Crawford  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708-1996

**North Redington Beach:**

Ms. Donna Rolih  
Town Clerk  
Town of N. Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708-1397

**Pinellas Park:**

Mr. Randal Roberts  
Streets & Drainage Division Director  
City of Pinellas Park  
6051 78th Ave. N.  
Pinellas Park, FL 33781

**Redington Shores:**

Ms. Patti Herr  
Deputy Town Clerk  
Town of Redington Shores  
17425 Gulf Blvd.  
Redington Shores, FL 33708-1299

**South Pasadena:**

Mr. Gary Anderson  
Public Works Director  
City of South Pasadena  
7047 Sunset Dr. S.  
South Pasadena, FL 33707-2895

**St. Pete Beach:**

Mr. Steven Hallock  
Public Services Director  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1839

**Oldsmar:**

Ms. Lisa R. Rhea  
Public Works Director  
City of Oldsmar  
100 State Street West  
Oldsmar, FL 34677-3756

**Redington Beach:**

Mr. Mark Davis  
Public Works Director  
Town of Redington Beach  
105-164th Ave.  
Redington Beach, FL 33708-1519

**Safety Harbor:**

Mr. Raymond D. Boler  
Public Works Director  
City of Safety Harbor  
1200 Railroad Avenue  
Safety Harbor, FL 34695

**Seminole:**

Mr. Jeremy Hockenbury  
Public Works Director  
City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772

**Tarpon Springs:**

Ms. Roni Barrow  
NPDES Coordinator  
City of Tarpon Springs  
324 E. Pine Street  
Tarpon Springs, FL 34689

**Treasure Island:**

Mr. James Newton  
Water Pollution Control Supervisor  
City of Treasure Island  
120 108th Ave.  
Treasure Island, FL 33706

**Pinellas County:**

Ms. Kelli Hammer Levy  
Pinellas County Dept. of Environment and  
Infrastructure – Natural Resources  
22211 US HWY 19 N – building 10  
Clearwater, FL 33765

**SECTION 7, AUDIT REQUIREMENTS**

- A. All parties' records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by any parties' agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted pursuant to the execution of this Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated final settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, including overhead allocations as they may apply to costs associated with this Agreement.
- B. For the purpose of such audits, inspections, examinations and evaluations, the parties' agents or authorized representatives shall have access to said records from the effective date of the Agreement for the duration of the work, and until three (3) years after the date of final payment by the parties pursuant to this Agreement.
- C. The parties' agents or authorized representatives shall have access to all facilities and all necessary records to the extent necessary to conduct audits in compliance with this

Section. The parties' agents or authorized representatives shall give all other parties reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 8, TERMINATION OF AGREEMENT:**

Any party may terminate this Agreement by notifying all other parties in writing thirty (30) calendar days prior to the beginning of the fiscal year. For all parties, fiscal year begins on October 1<sup>st</sup>, so termination notices shall be provided no later than September 1st. The Agreement will stay in effect for all parties remaining.

**SECTION 9, ENTIRE AGREEMENT**

This Agreement together with Exhibits "A", "B", "C", "D" and "E" embodies the whole agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supercede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing, executed by all parties.

**SECTION 10, AGREEMENT TERM**

This Agreement shall take effect as provided in section 13 and shall remain in effect until December 31<sup>st</sup>, 2017, unless renewed in writing by mutual agreement of all parties hereto for an additional length of time.

**SECTION 11, FISCAL FUNDING**

In the event that sufficient budgeted funds are not available for a new fiscal period, the terminating party shall notify all other parties of such occurrence and the agreement with that party shall terminate on the last day of the current fiscal period without penalty or expense to the terminating party.

**SECTION 12, HOLD HARMLESS**

The parties hereto agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or the CO-PERMITTEES to be sued by third parties in any manner arising out of this agreement.

**SECTION 13, EFFECTIVE DATE**

This Agreement will be retroactive to October 1, 2012 upon execution by the parties.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals as the day  
and year first above written.

**PINELLAS COUNTY**

A political subdivision of the State of Florida

By:

---

Kenneth T. Welch, Chairman  
Board of County Commissioners

ATTEST:

By:

---

County Clerk

OFFICIAL SEAL  
APPROVED AS TO FORM:

By:

---

County Attorney

## **EXHIBIT A – PINELLAS COUNTY AMBIENT WATER QUALITY MONITORING PROGRAM**

The Pinellas County Department of Environment and Infrastructure Natural Resources Section has conducted surface water quality monitoring in Pinellas County since 1991. Beyond fulfilling the monitoring requirements of NPDES permit FLS000005, this monitoring effort provides important water quality data to support Pinellas County watershed planning initiatives, the Pinellas County Comprehensive Plan, and the Tampa Bay Estuary Program (TBEP) Comprehensive and Conservation Management Plan (CCMP).

The 1991-2002 monitoring program was designed to collect monthly surface water quality data at a series of fixed stations in County streams, creeks, lakes and marine waters. In early 2002, county staff recognized the need to assess receiving waterbody water quality with a known level of confidence while minimizing sampling bias. In response to the need to improve the monitoring program and growing NPDES and Florida Department of Environmental Protection (FDEP) Total Maximum Daily Load (TMDL) program requirements, Pinellas County and its co-permittees entered into an Interlocal Agreement to re-design and share the costs of the Ambient Water Quality Monitoring Program. The new program was designed to provide statistically valid and defensible results and to fill gaps in the geographic coverage sampled by the 1991-2002 monitoring program.

### **A. What is the monitoring program intended to accomplish?**

The revised monitoring program is aimed to:

- Assess status and trends in water quality of fresh and marine open waterbodies;
- Determine annual and seasonal pollutant loadings delivered from County sub-basins; and
- Determine the effectiveness of water quality Best Management Practices (BMPs) implemented in the County; and
- Assist in identifying and prioritizing portions of the MS4 requiring additional controls.

The program components are summarized below.

#### **1. Probabilistic monitoring design for open waterbodies**

The first portion of the monitoring program focuses on Pinellas County coastal waters, Lake Seminole, and Lake Tarpon (Figure 1). The monitoring program is a probabilistic design that employs an EMAP-based design element and a stratified random design element. The probabilistic element allows for the calculation of estimates and confidence limits of the total surface area for various water quality conditions within each geographic reporting unit or stratum. The stratified random element allows for the calculation of mean annual estimates of population means and confidence limits. The strengths of this monitoring program are supported by the data analysis and reporting that can be achieved including:

- Water quality status and trends calculations;
- Identification and prioritization of receiving waters not meeting designated uses; and
- Statistical water quality comparisons among geographical reporting units or strata.

# Pinellas County Water Quality Monitoring Program Open Water Segments

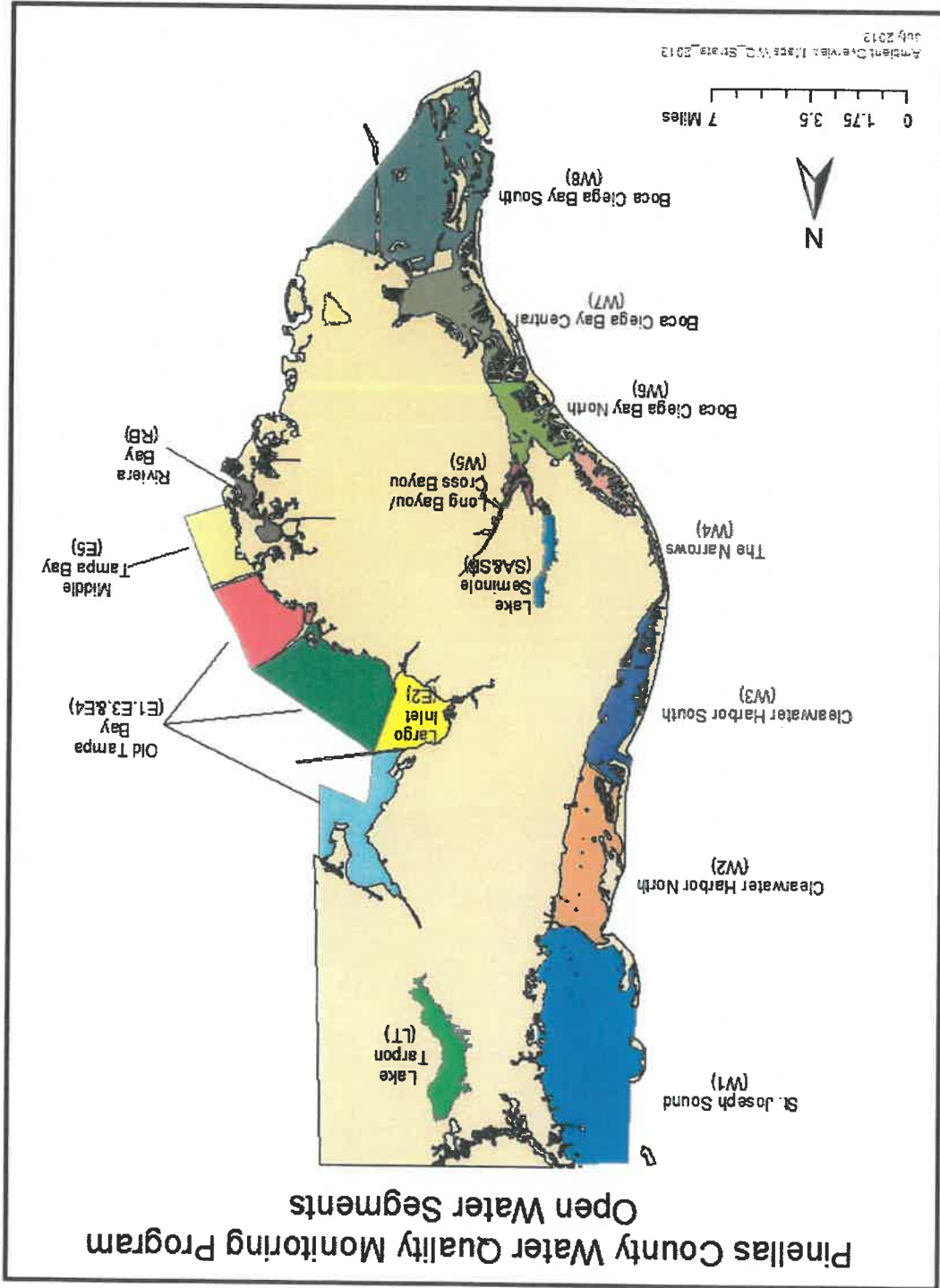


Figure 1. Pinellas County Water Quality Monitoring Program Open Water Segments

#### Fixed site monitoring program

The second tier of the Pinellas County Ambient Water Quality Monitoring Program includes a series of fixed stream and creek sites located in each basin within the permit coverage area (Figure 2). Sites where water quality samples and flow measurements are taken are located upstream of tidal influences to better characterize stream and creek water quality resulting exclusively from freshwater runoff and to allow for receiving waterbody pollutant loading estimates. Water quality (not flow) is sampled for a few additional sites that are located in marine portions of streams, creeks, or channels.

These data are being used to generate baseline countywide loading estimates from a wide variety of basin sizes and land uses as well as to characterize existing in-stream water quality conditions. Flexibility in the year-to-year site selections and sampling frequencies must be allowed to address refinements to sampling objectives and changing federal and state regulatory priorities.

#### 2. Basin and land use specific Event Mean Concentration (EMC) development and BMP evaluations.

In tier three of the monitoring program, Pinellas County may conduct EMC and BMP evaluations at specific sites throughout the County. Monitoring is conducted manually or by using automated sampling systems comprised of refrigerated auto samplers, multi-probe water quality meters, rain gages, and flow sensors.

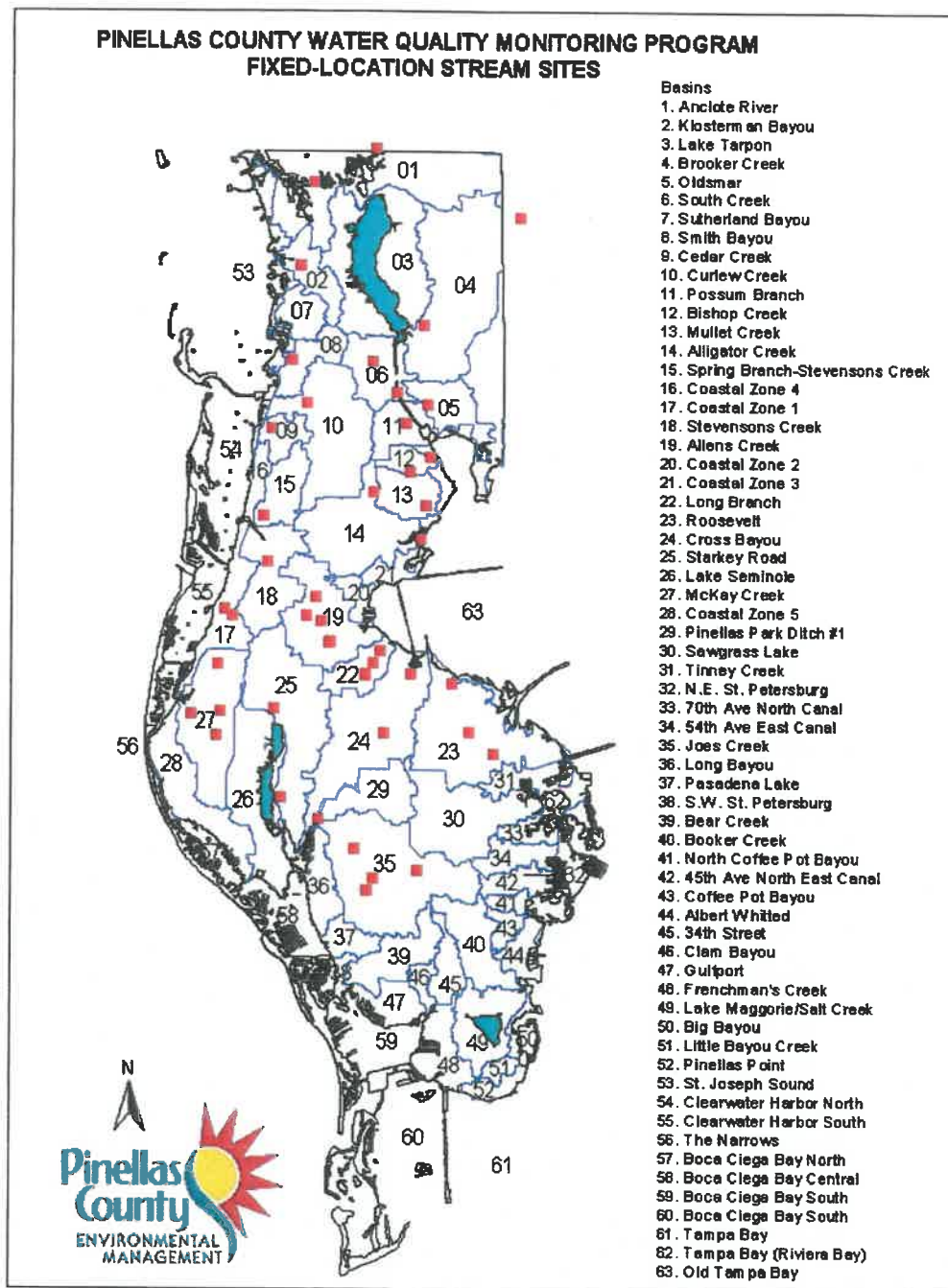


Figure 2. Pinellas County Water Quality Monitoring Program Fixed Site Locations.

## **B. When and how is monitoring conducted?**

### **1. Frequency of monitoring**

Monitoring is conducted at four random sites in each open water segment and at all fixed sites approximately every six weeks in the wet season and every seven weeks in the dry season or a total of eight times per year.

### **2. Type of sampling (water column, biology or sediment)**

A total of 32 sample site locations are randomly selected for each stratum. In eastern strata (E1-E5 and RB) the sample effort is stratified by depth with 6 sample sites randomly selected from waters greater than 2 meters and 26 sites randomly selected from waters less than 2 meters. In western strata (W1-W8) and lake strata (SA, SB, and LT) random site location selection is not stratified by depth. There are 8 sample periods and for each stratum four sites are randomly assigned to a sample period.

### **3. Parameters monitored at each station**

Please note: the parameters listed below are currently being monitored; however, the list of specific metrics analyzed may vary to some degree year-to-year as funding levels change and specific programs objectives are revised.

#### **For all monitoring sites:**

- PH
- Water Temperature
- Specific Conductance/Salinity
- Dissolved Oxygen
- Chlorophyll-a, b, c and phaeophytin
- Ammonia
- Nitrate-Nitrite
- Total Kjeldahl Nitrogen
- Total Nitrogen (TN)
- Total Phosphorous (TP)
- Orthophosphate
- Turbidity
- Total Suspended Solids (TSS)
- Color (Lake Seminole, Lake Tarpon, Alligator Lake, and Lake Chautauqua only)

#### **For streams, creeks and lakes only:**

- Fecal Coliform
- Enterococci
- Biological Oxygen Demand (BOD5)
- Aluminum (Lake Seminole and bypass canal only)

#### **For fixed sites only:**

- Flow

For open water sites only:

- Secchi disk depth
- Photosynthetically Active Radiation (PAR)
- Transmissivity

Water quality parameters were selected to balance County, TBEP, Southwest Florida Water Management District (SWFWMD), and state goals and objectives for water quality monitoring. For example, Chlorophyll was selected as an indicator of phytoplankton biomass and to assess achievement of segment specific chlorophyll targets set by the TBEP for Tampa Bay. In addition, the state uses a Chlorophyll reference level in their Total Maximum Daily Load (TMDL) assessment program. TN, TP, and TSS were selected as indicators for water quality in part because TN and TP are used to determine trophic status of lakes and TSS has a direct impact on water clarity. External loadings of these constituents to Tampa Bay are periodically tracked by TBEP as part of the CCMP. Water column light attenuation or water clarity is measured using a Secchi disc, a light meter to determine PAR, and a transmissometer. The amount of surface light reaching the bay bottom is of critical importance and is directly related to the health of seagrasses and other submerged aquatic vegetation. Bacteriological monitoring serves as indicators of pathogens at freshwater sites and for water quality assessments in the TMDL program. The addition of BOD5 is necessary for meeting TMDL requirements.

EMC evaluations may include:

- |                                 |                          |
|---------------------------------|--------------------------|
| • Specific Conductance/Salinity | • Temperature            |
| • pH                            | • Dissolved Oxygen       |
| • Temperature                   | • Total Dissolved Solids |
| • Dissolved Oxygen              | • Total Suspended Solids |
| • Total Dissolved Solids        | • NOX                    |
| • Total Suspended Solids        | • Ammonia                |
| • Biochemical Oxygen Demand     | • TKN                    |
| • Chemical Oxygen Demand        | • Total Phosphorous      |
| • Oil & Grease                  | • Orthophosphate         |
| • Nitrate + Nitrite (NOX)       | • Cadmium                |
| • Ammonia                       | • Chromium               |
| • Total Kjeldahl Nitrogen (TKN) | • Copper                 |
| • Soluble TKN                   | • Lead                   |
| • Total Phosphorous             | • Zinc                   |
| • Orthophosphate                | • Fecal coliforms        |
| • Fecal Coliform                |                          |
| • Cadmium                       |                          |
| • Chromium                      |                          |
| • Copper                        |                          |
| • Lead                          |                          |
| • Zinc                          |                          |
| • Hardness                      |                          |

BMP evaluations may include:

- Specific Conductance/Salinity
- pH

Note: For EMC and BMP evaluations, parameters selected vary according to land use assessed and specific objectives of each BMP evaluation.

#### **C. Where are monitoring stations located?**

Please refer to figures 1 and 2 for open water monitoring segments and fixed sites. As part of the probabilistic design for monitoring water quality in county open water bodies, current funding levels allow for 32 new random sampling locations to be sampled per segment each year. For stream sites, as stated in section A, baseline loading estimates will be calculated to determine which basins contribute the greatest proportion of pollutant loads to county receiving waters.

#### **D. Quality Assurance**

Pinellas County Department of Environment and Infrastructure Natural Resources Section staff conducts all sampling activities in accordance with the applicable FDEP SOPs found in F.A.C. Chapter 62-160. The FDEP Bureau of Laboratory staff audited the section's performance and the section has met all FDEP requirements for monitoring and reporting.

#### **E. Estimates of Pollutant Loadings**

In year three of the permit, as required in Part V. A., seasonal pollutant loads and EMCs will be calculated for each major drainage basin using a combination of referenced sources and data collected as specified in tier three of the County's monitoring program.

#### **F. Reporting**

- Pinellas County plans to report raw data quarterly to FDEP and annually to the copermittees.
- Co-permittees will be provided with trends in each watershed so the Co-permittees individually determine the effectiveness of their stormwater management programs and identify and prioritize portions of the MS4 requiring additional controls
- In addition, Pinellas County will generate the following:

##### Annual Reporting:

- Data summaries including mean, median, minimum, maximum, and standard error values for open water segments and stream sites in narrative, tabular, and graphical formats;
- Cumulative Distribution Frequency (CDF) plots relating a quantitative water quality condition or value (e.g., chlorophyll-a  $\leq 11\mu\text{g/l}$ ) with a percentage of area within a segment (e.g., 82% of Boca Ciega Bay);
- Estimates of the percent of impaired waters within each open water segment;
- Comparisons of water quality in eastern segments versus western segments and lake comparisons; and
- Creek and stream loading estimates.

Every other year: In addition to above, wet versus dry season comparisons.

Every Five years: In addition to above, spatial and temporal trends are assessed.

## **EXHIBIT B - BIOLOGICAL MONITORING**

Pinellas County's biological monitoring program aims to support the impairment status of our waters. Multiple components are required to attain this goal for the lakes, creeks, and estuarine waters within our jurisdictional boundaries.

### **1. Estuarine Waters - Seagrass Monitoring**

#### **Background and Intent:**

Pinellas County participates in a regional, multi-governmental seagrass monitoring program developed through the Tampa Bay Estuary Program (TBEP). The program is designed to characterize the general health and condition of seagrass meadows around the bay area and intracoastal waters.

#### **Monitoring Plan:**

Pinellas County monitors seagrass in Boca Ciega Bay, Clearwater Harbor, St Joseph Sound and Tampa Bay with a combination of transect monitoring and remote sensing programs. The intent of this program is to provide biological data support for Numeric Nutrient Criteria, impairment listings, and Total Maximum Daily Loads.

#### **Station Location and Frequency of Monitoring:**

Pinellas County monitors 11 fixed transect sites in Boca Ciega Bay and 2 fixed transect sites in Middle Tampa Bay in accordance with the Tampa Bay Estuary Program Interlocal Agreement. In Clearwater Harbor and St Joseph Sound, Pinellas County uses a stratified random transect monitoring design. The stratified random design includes over 60 sites every year. All of the transects are monitored during October and November of each year after the growing season ends. In addition to the transect monitoring program, Pinellas County participates through a cooperative agreement for aerial seagrass mapping program managed by the Southwest Florida Water Management District (SWFWMD). The aerial photointerpretation mapping provides acreage estimates for the seagrass resources around Pinellas County bi-annually.

#### **Quality Assurance**

Seagrass Transect Data are entered and checked for accuracy by Pinellas County staff. Analysis and resulting maps are reviewed for completeness before inclusion into the seagrass report. Aerial photographs are analyzed and checked for accuracy by SWFWMD and their consultant. The resultant acreages are reviewed by all stakeholders before the deliverable is finalized.

#### **Reporting**

Pinellas County produces a report every 5 years on the status and trends of seagrass coverage and health. Pinellas County also partners with SWFWMD to produce seagrass acreage on a biennial basis, using a combination of aerial photography, advanced image analysis and groundtruthing. These reports can be viewed on the Pinellas County website

<http://www.pinellascounty.org/environment/watershed/monitoring.htm>

## Pinellas County Seagrass Sampling Sites

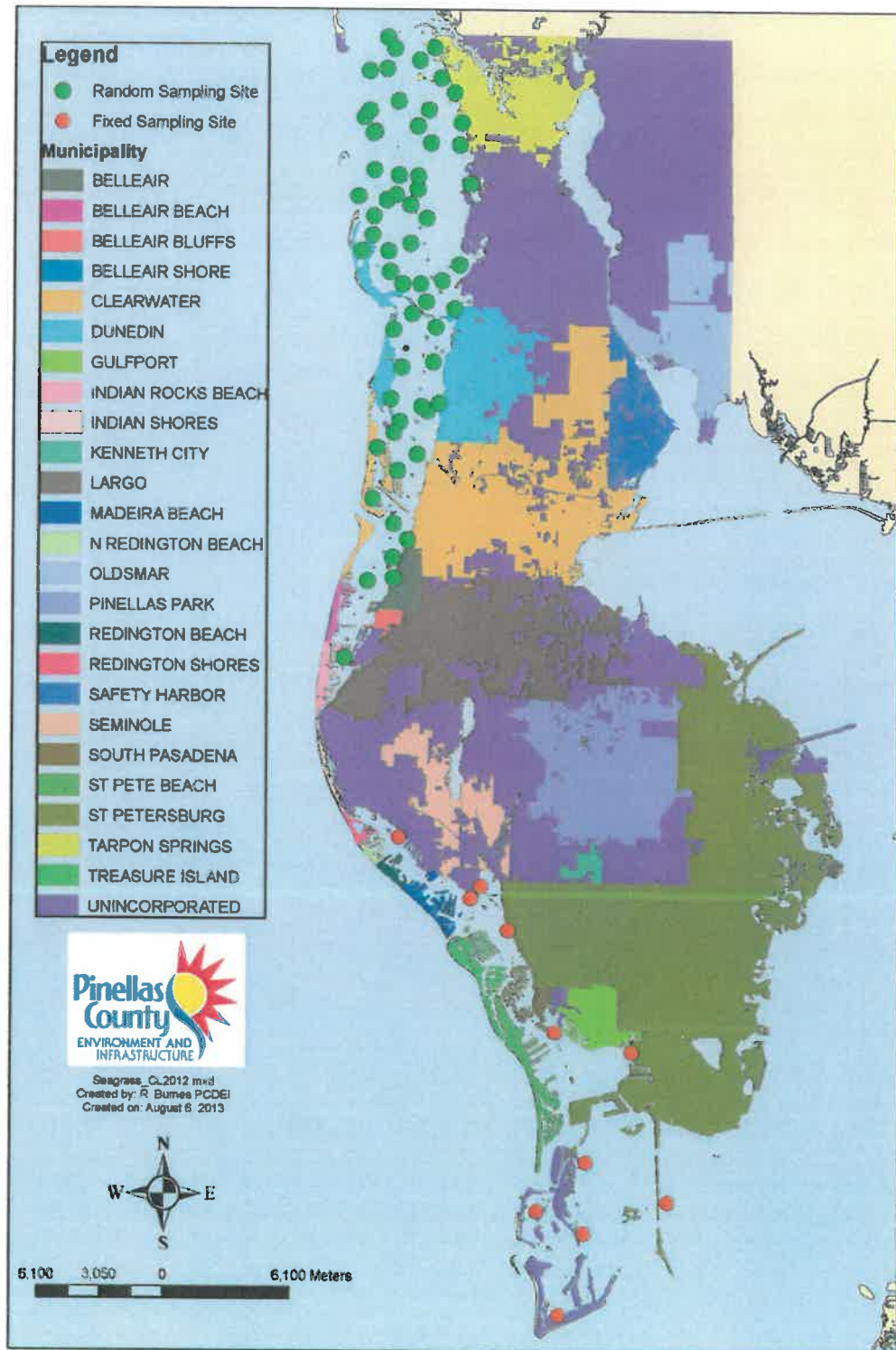


Figure 3 – Pinellas County Fixed and Random monitoring sites

## **2. Streams and Lakes – Biological Monitoring**

### **Background:**

In 2012, The Florida Department of Environmental Protection (FDEP) promulgated numeric nutrient water quality standards in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters) of the Florida Administrative Code (F.A.C.). Pursuant to these new regulations, an evaluation of water chemistry, biological data (flora and fauna), and physical information is used to determine if a water body's nutrient concentrations are protective of balanced flora and fauna.

### **Intent of the program:**

Pinellas County plans to conduct biological monitoring of waterbodies to support the assessments conducted by FDEP in the determination of impairment. These data will also be combined with other available data for prioritization and planning of water quality studies aiming to determine and eliminate pollutant sources in impaired and TMDL-established waters. Collection of the biological health data will augment the County's ability to understand the overall health of its systems by providing an integrated measure of their environmental condition.

### **Proposed biological monitoring plan:**

- Pinellas County will retain either staff or a consultant to perform the biological monitoring according to FDEP standard operating procedures.
- Biological monitoring will be conducted following FDEP Standard Operating Procedures at each site using the appropriate method, i.e. Lake Vegetation Index, Stream Condition Index, Habitat Assessment, Rapid Periphyton Survey, Linear Vegetation Survey, or others as applicable.

### **Proposed Station locations and Frequency of monitoring:**

- Monitoring stations will be chosen at representative locations for each waterbody based on FDEP method requirements.
- Each station will be monitored at a minimum twice in a five year permit cycle
- Half of the stations will be monitored each year
- The fifth year will be used to go back to sites where additional data collection and analysis may be required

### **Quality Assurance:**

- All field activities associated with biological sampling and assessments are done in accordance to the applicable FDEP SOPs found in F.A.C. Chapter 62-160.
- Field staff will be evaluated annually to ensure compliance with prescribed methods. Certification requirements for biological assessments will be maintained and updated as needed.

### **Reporting:**

Pinellas County plans to report raw data results to FDEP and the co-permittees annually.

### **Program Costs:**

The total cost for the biological monitoring program will be added to the current water quality monitoring fee and billed jointly. Currently, Pinellas County estimates the costs of the Biological Monitoring Program at about \$200,000 per year. This number includes adding 2 Full Time Employees,

and the equipment needed to perform the work. These costs may vary based on program changes, e.g., needing to hire consultants. Pinellas County will make every effort to utilize the most cost effective and reliable mechanism for completing program requirements and will provide the municipalities with timely estimates for budgeting purposes.

**EXHIBIT C**

<b>Acreage by Municipality</b>				
Date 1_25_2013. Source: Pinellas County Strategic Planning Department.				
<b>MUNI_NAME</b>	<b>ACREAGE</b>	<b>%</b>	<b>Estimated Projected FY13 &amp; FY14 costs</b>	<b>Estimated Projected FY15 costs with Bio Monitoring</b>
BELLEAIR	1,132.1237	0.81%	\$3,188.80	\$4,803.39
BELLEAIR BEACH	309.7714	0.22%	\$872.52	\$1,314.30
BELLEAIR BLUFFS	293.7182	0.21%	\$827.30	\$1,246.19
CLEARWATER	16,695.1394	11.90%	\$47,024.49	\$70,834.36
DUNEDIN	6,813.9375	4.86%	\$19,192.53	\$28,910.27
GULFPORT	1,772.6050	1.26%	\$4,992.82	\$7,520.83
INDIAN ROCKS BEACH	530.5143	0.38%	\$1,494.28	\$2,250.87
KENNETH CITY	494.8105	0.35%	\$1,393.71	\$2,099.39
LARGO	11,982.1911	8.54%	\$33,749.73	\$50,838.20
MADEIRA BEACH	572.3864	0.41%	\$1,612.22	\$2,428.53
N REDINGTON BEACH	156.3617	0.11%	\$440.42	\$663.41
OLDSMAR	5,898.3278	4.21%	\$16,613.57	\$25,025.51
PINELLAS PARK	10,406.9667	7.42%	\$29,312.86	\$44,154.82
REDINGTON BEACH	204.9017	0.15%	\$577.14	\$869.36
REDINGTON SHORES	205.1719	0.15%	\$577.90	\$870.51
SAFETY HARBOR	3,169.0903	2.26%	\$8,926.24	\$13,445.86
ST PETE BEACH	1,321.3031	0.94%	\$3,721.66	\$5,606.04
SEMINOLE	3,556.5166	2.54%	\$10,017.49	\$15,089.64
SOUTH PASADENA	383.6362	0.27%	\$1,080.57	\$1,627.70
TARPON SPRINGS	5,949.6667	4.24%	\$16,758.17	\$25,243.33
TREASURE ISLAND	939.2118	0.67%	\$2,645.44	\$3,984.90
UNINCORPORATED	67,448.7797	48.10%	\$189,980.13	\$286,172.60
<b>TOTAL</b>	<b>140,237.1317</b>	<b>100.00%</b>	<b>\$405,000.00</b>	<b>\$605,000.00</b>

## **EXHIBIT D - DESCRIPTION OF COSTS**

### **1. OPERATING SUPPLIES**

Operating expenses will include individual items and services exclusively related to the monitoring programs. This includes, but is not limited to, sample bottles, sample preservatives, acids for cleaning bottles and glassware, chemical standards and filtration supplies. With each invoice a detailed list of all items purchased for the monitoring programs will be provided along with labor and laboratory analysis costs.

### **2. ANNUAL PRICE INCREASES**

Based on program costs over previous years, the COUNTY anticipates that annual program cost may increase an average of 5% from year to year due to cost increases in salaries, supply costs, and laboratory charges. In any given year, due to circumstances beyond the COUNTY's control, some cost increases may exceed 5% (e.g. laboratory costs), and thus the overall program cost increase may exceed 5%. The CO-PERMITTEES and COUNTY shall each pay for the total annual cost of the program for each year of this Agreement on a pro-rata basis in accordance with those estimate figures set forth in Exhibit C.

## EXHIBIT E – REFERENCES

F.A.C. Chapter 62-302 (Water Quality Standards)

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-302>

F.A.C. Chapter 62-303 (Identification of Impaired Surface Waters)

<https://www.flrules.org/gateway/chapterhome.asp?chapter=62-303>

F.A.C. Chapter 62-160 (Quality Assurance)

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-160>

Pinellas County watershed planning initiatives

<http://www.pinellascounty.org/environment/watershed/watershed-planning.htm>

Pinellas County Comprehensive Plan

[http://www.pinellascounty.org/plan/comprehensive\\_plan.htm](http://www.pinellascounty.org/plan/comprehensive_plan.htm)

Pinellas County Monitoring Programs

<http://www.pinellascounty.org/environment/watershed/monitoring.htm>

Tampa Bay Estuary Program (TBEP) Comprehensive and Conservation Management Plan (CCMP)

[http://www.tbep.org/tbep/download/charting\\_the\\_course.html](http://www.tbep.org/tbep/download/charting_the_course.html)

**FY 12 PINELLAS COUNTY MONITORING FEES BASED ON ACREAGE**

**TOTAL COST SHARE BASE  
TOTAL COST LESS FDOT CONTRIBUTION**

**\$335,343.12  
\$330,343.12**


		<b>Acreage</b>	<b>% Acreage</b>	<b>FY 12 fee based on % acreage</b>
1	Pinellas County	62,291.940	48.889%	\$161,501.45
2	Town of Belleair	1,150.003	0.903%	\$2,983.00
3	City of Belleair Beach	250.074	0.196%	\$647.47
4	City of Belleair Bluffs	224.896	0.177%	\$584.71
5	City of Clearwater	14,092.134	11.060%	\$36,535.95
6	City of Dunedin	8,866.328	6.959%	\$22,988.58
7	City of Gulfport	1,608.523	1.262%	\$4,168.93
8	City of Indian Rocks Beach	402.125	0.316%	\$1,043.88
9	Town of Kenneth City	362.103	0.284%	\$938.17
10	City of Largo	10,011.480	7.857%	\$25,955.06
11	City of Madeira Beach	453.229	0.356%	\$1,176.02
12	Town of North Redington Beach	127.704	0.100%	\$330.34
13	City of Oldsmar	5,125.109	4.022%	\$13,286.40
14	City of Pinellas Park	8,755.442	6.872%	\$22,701.18
15	Town of Redington Beach	186.174	0.146%	\$482.30
16	Town of Redington Shores	164.010	0.129%	\$426.14
17	City of Safety Harbor	2,702.533	2.121%	\$7,006.58
18	City of St. Pete Beach	1,025.539	0.805%	\$2,659.26
19	City of Seminole	2,990.237	2.347%	\$7,753.15
20	City of South Pasadena	633.581	0.497%	\$1,641.81
21	City of Tarpon Springs	5,235.560	4.109%	\$13,573.80
22	City of Treasure Island	755.202	0.593%	\$1,958.93
23	Florida DOT	NA	NA - flat fee	\$5,000.00
	<b>TOTALS</b>	<b>127,413.926</b>	<b>100.00%</b>	<b>335,343.12</b>

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND ITS NPDES COPERMITTEES  
FOR THE IMPLEMENTATION AND OPERATION OF  
A SURFACE WATER QUALITY AND BIOLOGICAL MONITORING PROGRAM**

**CITY/TOWN OF**

A municipal corporation of the State of Florida

By:

  
\_\_\_\_\_  
Name, Title  
Micah Maxwell, Town Manager

ATTEST:


By:

  
\_\_\_\_\_  
City Clerk

OFFICIAL SEAL

REVIEWED AND APPROVED:

By:

  
\_\_\_\_\_  
City Attorney  
David Ottinger, Town Attorney

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO  
PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE,  
COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND  
SOUND MANAGEMENT OF PUBLIC RESOURCES,  
TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS  
TODAY AND TOMORROW***



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS  
COUNTY AND NPDES MS4 COPERMITTEES  
FOR WATER QUALITY AND BIOLOGICAL MONITORING**

**AGREEMENT PREPARED BY  
DEPARTMENT OF PUBLIC WORKS  
ENVIRONMENTAL MANAGEMENT DIVISION**

**OCTOBER 2017**

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS  
COUNTY AND NPDES MS4 CO-PERMITTEES  
FOR WATER QUALITY AND BIOLOGICAL MONITORING**

This FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY AND BIOLOGICAL MONITORING (this “First Amendment”), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, between (1) Pinellas County, a political subdivision of the State of Florida (the “COUNTY”); and (2) certain co-permittees of the COUNTY’s National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (“MS4”) Permit FLS000005: Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, and City of Treasure Island (although separate parties hereto collectively the “CO-PERMITTEES”).

WITNESSETH:

WHEREAS, this First Amendment is made and entered between the COUNTY and the CO-PERMITTEES pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”;

WHEREAS, the COUNTY and the CO-PERMITTEES entered into an agreement

(the "Agreement") dated December 10, 2013 providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program using COUNTY staff and equipment, as set forth in detail in "Exhibit A – PINELLAS COUNTY AMBIENT WATER QUALITY MONITORING PROGRAM" of the Agreement; and

WHEREAS, the COUNTY and the CO-PERMITTEES wish to extend the term of the Agreement and update information regarding proper notice in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the COUNTY and the CO-PERMITTEES agree as follows:

- A. SECTION 5. NOTICES of the Agreement is replaced in its entirety with the following language:

All written notices to the CO-PERMITTEES and the COUNTY under this Agreement shall be directed to the following addresses:

**Belleair Bluffs:**

Ms. Debra S. Sullivan  
City Clerk  
City of Belleair Bluffs  
2747 Sunset Blvd.  
Belleair Bluffs, FL 33770

**Belleair:**

Mr. Ricky Allison  
Public Services Manager  
Town of Belleair  
901 Ponce De Leon Blvd.  
Belleair, FL 33756-1096

**Clearwater:**

Ms. Sarah Kessler  
Engineering Department  
City of Clearwater  
P.O. Box 4748  
Clearwater, FL 33758-4748

**Belleair Beach:**

Mr. Lynn Rives  
City Manager  
City of Belleair Beach  
444 Causeway Boulevard  
Belleair Beach, FL 33786

**Gulfport:**

Mr. Don Sopak  
Public Works Director  
City of Gulfport  
2401 53<sup>rd</sup> St. South  
Gulfport, FL 33707

**Dunedin:**

Ms. Whitney Marsh  
Stormwater Program Coordinator  
City of Dunedin  
1405 County Road 1  
Dunedin, FL 34698

**Kenneth City:**

Mr. Matthew Campbell  
Town Manager  
Town of Kenneth City  
6000 54th Ave. N.  
Kenneth City, FL 33709-1800

**Indian Rocks Beach:**

Mr. Dean Scharmen  
Public Services Director  
City of Indian Rocks Beach  
1507 Bay Palm Blvd.  
Indian Rocks Beach, FL 33785-2899

**Madeira Beach:**

Mr. Derryl O.Neal  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708-1996

**Largo:**

City Engineer  
City of Largo  
P.O. Box 296  
Largo, FL 33779-0296

**Oldsmar:**

Ms. Janice C. Bennett  
Public Works Director  
City of Oldsmar  
100 State Street West  
Oldsmar, FL 34677-3756

**North Redington Beach:**

Ms. Mari Campbell  
Town Clerk  
Town of N. Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708-1397

**Redington Beach:**

Ms. Missy Clarke  
Town Clerk  
Town of Redington Beach  
105 164th Ave.  
Redington Beach, FL 33708-1519

**Pinellas Park:**

Mr. Daniel Hubbard  
Transportation & Stormwater Div. Director  
City of Pinellas Park  
6051 78th Ave. N.  
Pinellas Park, FL 33781

**Safety Harbor:**

Mr. Matthew Spoor  
City Manager  
City of Safety Harbor  
750 Main St.  
Safety Harbor, FL 34695

**Redington Shores:**

Ms. Tracey Cain  
Deputy Town Clerk  
Town of Redington Shores  
17425 Gulf Blvd.  
Redington Shores, FL 33708-1299

**Seminole:**

Mr. Jeremy Hockenbury  
Public Works Director  
City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772

**South Pasadena:**

Mr. Gary Anderson  
Public Works Director  
City of South Pasadena  
7047 Sunset Dr. S.  
South Pasadena, FL 33707-2895

**St. Pete Beach:**

Public Works Director  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1839

**Tarpon Springs:**

Mr. Anthony Mannello  
Streets and Stormwater Supervisor  
City of Tarpon Springs  
325 E. Pine Street  
Tarpon Springs, FL 34689

**Treasure Island:**

Mr. James Newton  
Water Pollution Control Supervisor  
City of Treasure Island  
120 108th Ave.  
Treasure Island, FL 33706

**Pinellas County:**

Ms. Kelli Hammer Levy  
Pinellas County  
Division of Environmental Management  
22211 US 19 N. Bldg. 10  
Clearwater, FL 33756

- B. SECTION 9. AGREEMENT TERM of the Agreement is replaced in its entirety with the following language:

This Agreement shall take effect as provided in Section 12 and shall remain in effect until December 31<sup>st</sup>, 2020, unless renewed in writing by mutual agreement of all parties hereto for an additional length of time.

- C. Except as modified, amended or changed in this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
  
- D. As required by Section 163.01(11), Florida Statutes, this First Amendment shall be filed with the Clerk of Circuit Court of Pinellas County, Florida after this First Amendment has been fully executed by all parties hereto, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment  
to be executed on the day and year first above written.

PINELLAS COUNTY, by and through its  
County Administrator

By: \_\_\_\_\_

Mark S. Woodard  
County Administrator

Legal Review:

APPROVED AS TO FORM:

By: Brendan Mackesey  
Office of County Attorney

CITY OF \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS  
COUNTY AND NPDES MS4 COPERMITTEES  
FOR WATER QUALITY AND BIOLOGICAL MONITORING**

**Town of Belleair**

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Gary H. Katica  
Mayor

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JP Murphy  
City Manager

Approved as to form:

Attest:

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David Ottinger  
Attorney

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Christine Torok  
City Clerk