



Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Meeting Agenda Town Commission

Tuesday, January 19, 2021

6:00 PM

Town Hall

Welcome. We are glad to have you join us. If you wish to speak, please use the “raise hand” function and wait to be recognized. If you are attending by phone, dial *9 and you will be called by the last 4 digits of your phone number. Each person will be given 3 minutes to speak, you will need to unmute yourself in order to be heard.

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Webinar ID: 837 0352 1382

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.

CITIZENS COMMENTS

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

CONSENT AGENDA

[21-0009](#) Approval of January 5, 2021 Regular Meeting Minutes

Attachments: [RM - 01-05-2021](#)

[21-0014](#) School District Interagency Agreement

Attachments: [PCS LEA Agreement](#)

[21-0020](#) Approval of Cooperative Funding Agreement With Southwest Florida Water Management District for Bluff Erosion and Abatement (Q175)

Attachments: [SWFMD BLUFF STUDY CFI \(1\).pdf](#)

[21-0022](#) Contract Amendment-Time Extension-N688 Pinellas Road Project.

Attachments: [000 N688 Pinellas Road Stormwater.pdf](#)

GENERAL AGENDA

[21-0016](#) Proclamation Honoring Mayor Gary H. Katica and Naming January 28 "Mayor Gary H. Katica Day"

Attachments: [Proclamation Honoring Mayor Gary H. Katica](#)

[21-0017](#) Resolution 2021-02 - Setting 2021 Legislative Priorities

Attachments: [Resolution 2021-02 - Legislative Priorities](#)
[Florida League of Cities 2021 Legislative Priorities](#)
[Suncoast League of Cities 2021 Legislative Priorities](#)
[2021 Legislative Action Agenda](#)

[21-0012](#) Voice and Internet Services Purchasing Method

Attachments: [VOIP and Internet Options Matrix](#)

[21-0021](#) Continued Discussion of Future Water Supply Options

Attachments: [Town of Belleair WTP - RO PER_EXEC SUMM](#)
[Town of Belleair Draft Executive Summary 10.14.2020](#)
[2019CAFR-Pinellas County](#)
[Rate Study Slides](#)
[Possible Well Sites and Well Main Line.pdf](#)

[21-0005](#) Review of Draft Digital ADA Compliance Policy

Attachments: [1.14.21 Draft_Digital ADA Compliance Policy](#)
[Proposed Implementation Timeline](#)

21-0010

Special Relief Permit; BCF Chillin Chili Cookoff and Cornhole Tournament

Summary:

Special Relief Permit; BCF Chillin Chili Cookoff and Cornhole Tournament on Saturday, 2-6-2021 from 3:00-6:30pm in Hunter Memorial Park. BCF will serve beer/wine/hotdogs/funnel cakes. Residents can enter the chili cookoff and/or the cornhole tournament. Social distancing will be encouraged. Gloves and masks will be used for serving. Portolet will be provided with hand sanitizer station.

Event seeks temporary relief of alcohol licensure and temporary signage; as well as temporary road closure of southbound The Mall starting at 2:30pm. Staff will provide trash cans and barricades.

Attachments:

[Permit BCF Chili Cookoff 2-6-21.pdf](#)

STAFF REPORTS**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.



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Legislation Text

File #: 21-0009, **Version:** 1



Town of Belleair

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Meeting Minutes Town Commission

Tuesday, January 5, 2021

6:00 PM

Town Hall

Zoom meeting ID: 846 1180 2845

Meeting was called to order at 6:02 PM with Deputy Mayor Rettstatt presiding,

PLEDGE OF ALLEGIANCE

COMMISSIONER ROLL CALL

Present: 4 - Deputy Mayor Karla Rettstatt
Commissioner Michael Wilkinson
Commissioner Tom Shelly
Commissioner Tom Kurey

Absent: 1 - Mayor Gary H. Katica

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.

CITIZENS COMMENTS

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

none to be heard

CONSENT AGENDA

Commissioner Shelly moved approval of the Consent Agenda. Seconded by Commissioner Wilkinson.

Aye: 4 - Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and
Commissioner Kurey

Absent: 1 - Mayor Katica

[20-0307](#) Approval of December 15, 2020 Regular Meeting Minutes

(approved as part of consent agenda)

[20-0311](#) Special Relief Permit Request: Family Movie Nights

(approved as part of consent agenda)

GENERAL AGENDA**20-0312****Proclamation Thanking the Belleair Community Foundation**

JP Murphy-Town Manager-Read proclamation into record highlighting the Belleair Community Foundation's many contributions.

Chief Doyle-Belleair PD-Spoke on BCF contributions received by the police department; headquarters and locker rooms remodeled; presented members in attendance with plaque.

Deputy Mayor Rettstatt abstained as she is the Belleair Community Foundation Chair.

Commissioner Shelly moved approval of the proclamation thanking the Belleair Community Foundation. Seconded by Commissioner Wilkinson.

Aye: 3 - Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

Absent: 1 - Mayor Katica

Abstain: 1 - Deputy Mayor Rettstatt

20-0302**Vehicle Replacements Approval**

Mr. Murphy discussed using Enterprise fleet leasing; ability to lease and sell at a gain; spoke on process of leasing, sale and savings; good for fleet vehicles; program is nearly self supporting.

Commissioner Shelly moved approval of vehicle replacement lease agreements in the enclosed schedule either from Enterprise Fleet or another vendor based on eligible government contract pricing and further move to approve the purchase of police interceptor from Billy Howell Ford. Seconded by Commissioner Wilkinson.

Aye: 4 - Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

Absent: 1 - Mayor Katica

20-0313**Resolution 2021-01 Amending FY 2020-21 Budget**

Mr. Murphy briefly reviewed budget amendment; MOT trailer.

Commissioner Shelly Moved approval of Resolution 2021-01 Amending FY 2020-21 Budget. Seconded by Commissioner Wilkinson.

Aye: 4 - Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

Absent: 1 - Mayor Katica

20-0310**Consideration of Extension of Inspection Period of Ground Lease between Belleair Country Club and Town.**

Commissioner Kurey stated he will be abstaining due to club membership based on the Florida Commission's opinion- No voting conflict but they recommend abstaining.

David Phillips-Belleair Country Club Attorney-Item previously discussed and extended to 1/7; club has concluded review of report from archaeology firm and nothing of great concern was found; requesting additional time to finalize inspection; club prepared to offer a portion of nonrefundable deposit in exchange for grant of extension; club is dedicated to project, needing additional time for finalizing details. Seeking 90-day extension.

Deputy Mayor Rettstatt questioned dollar amount to be deemed nonrefundable; suggests \$50,000 of the initial \$300,000.
Shelly feels we should give the 90-day extension with 20% of the deposit; Commissioner Wilkinson in agreement.

David Ottinger-Town Attorney-spoke on original inspection period; proposed 10% however Commission can decide; club has concerns regarding bids; sees risk is slim, but up to the Commission; Town has already earmarked \$50,000.

Mr. Murphy spoke on inability to discuss with Commission prior to meeting; provided opinion with entire process in consideration; coverage for budgetary dollars makes sense.

Deputy Mayor Rettstatt spoke on historical process; feels it should be 20%.

Mr. Murphy reviewed general intent; discussed agreement and possible expiration; formalize counter proposal with a motion.

Discussion ensued regarding nonrefundable amount and extension. Mr. Phillips stated he did not have the authorization to accept the 20% amount.

Mr. Murphy provided a proposed motion to the commission; motion to approve a requested extension from 90 days from January 7th provided that 20% of the previous capital retainment be deemed nonrefundable and authorizing the Town Attorney and Town Manager to execute any documents to that effect.

Mr. Murphy clarified motion for the record: Intent of commission to provide terms for the Country Club and that we will accept the extension under these two terms : will accept \$60,000 of retainage from the original capital deposit for 90 days extension or \$30,000 of the original deposit for 45 days of extension; no other options being on the table; authorizing the Town Manager and Town Attorney to execute any documents to that effect.

Commissioner Shelly moved to approve a requested extension from 90 days from January 7th provided that 20% of the previous capital payment be retained and be deemed nonrefundable and authorizing the Town Attorney and Town Manager to execute any documents to that effect. Seconded by Commissioner Wilkinson.

Commissioner Shelly amended the motion that they have the option of 90 days for 20% or 45 days for 10%. Seconded by Commissioner Wilkinson.

Aye: 3 - Deputy Mayor Rettstatt, Commissioner Wilkinson, and Commissioner Shelly

Absent: 1 - Mayor Katica

Abstain: 1 - Commissioner Kurey

20-0314

Discussion of Absence of the Mayor

Mr. Murphy spoke on request to discuss issue; previously based on water department discussion; information from Pinellas County is approximately 45-60 days out.

Deputy Mayor Rettstatt spoke on not taking any action at this time since elections are in March; by the time the process would be done, the term would be over.

Commissioner Shelly inquired about designating an acting mayor and vice mayor. Mr. Murphy stated that the line of succession currently does this; any documents that require a signature or execution would be done by Deputy Rettstatt.

Commissioner Kurey in agreement to not take action at this time; will continue to do due diligence.

Commissioner Wilkinson spoke on new members voting on water issue; in agreement not to take action now.

Commissioner Shelly in agreement as well.

Mr. Murphy spoke on potential future charter amendment.

20-0306

Approval of Pinellas County Combined Mutual Aid Agreement

Chief Doyle spoke on annual agreement; services with all agencies in county, mutual response; provides parameters and guides; all agencies reviewed and agreed upon.

Commissioner Shelly moved approval of the 2021-2022 Pinellas County Combined Mutual Aid Agreement. Seconded by Commissioner Wilkinson.

Aye: 4 - Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

Absent: 1 - Mayor Katica

STAFF REPORTS

Chief Doyle-spoke regarding officer retirements; actively recruiting, seeking experienced officers.

Ricky Allison-Parks and Recreation and Public Works Director - nothing to report.

Mr. Massol- Director of Support Services - nothing to report.

TOWN MANAGER'S REPORT

Nothing to report.

TOWN ATTORNEY'S REPORT

Nothing to report.

MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS

Commissioner Kurey-commended on Santa delivery event; upcoming infrastructure

meeting.

Commissioner Shelly-boards didn't meet; asked what to tell residents regarding COVID vaccine.

Mr. Murphy commented on Pinellas County Emergency Management is handling roll-out of vaccines.

Deputy Mayor Rettstatt - happy New Year to everyone; successful holiday event in Doyle/Wall Parks; thankful for staff help with parks.

Commissioner Wilkinson-thanked staff and Largo Fire Department for Santa event; thanked BCF; thanked board members in attendance; congratulations to employees.

OTHER BUSINESS

No other business.

ADJOURNMENT

Meeting adjourned in due form at 7:00 PM.

Commissioner Wilkinson moved to adjourned. Seconded by Commissioner Shelly.

Aye: 4 - Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

Absent: 1 - Mayor Katica

TOWN CLERK

APPROVED:

DEPUTY MAYOR



Legislation Text

File #: 21-0014, **Version:** 1

Summary

To: Town Commission
From: Ashley L. A. Bernal
Date: 1/19/2021

Subject:

Pinellas County Schools Interagency Agreement

Summary:

This agreement between the Pinellas County School Board, the Pinellas County Sheriff's Office, and multiple municipalities within Pinellas County stands to promote a coordinated effort to achieve safety, while also protecting the health and welfare of those within Pinellas County Schools. This includes participation in interagency planning meetings, staff assignments, and the development of internal policies to implement this agreement appropriately. This agreement allows us mutual sharing of information regarding juveniles, policy on arresting students on campus age 10 and younger and a number of other issues surrounding training, interviews and reporting of school issues that happen away from campus. This combines several existing MOU's and brings us into compliance with some new laws surrounding the Stoneman Douglas Act

Previous Commission Action: Enter Commission Action Here

Expenditure Challenges: N/A

Recommendation: Staff recommends approval of the Pinellas County Schools interagency agreement.

Proposed Motion: I move approval of the Pinellas County Schools interagency agreement.

INTERAGENCY AGREEMENT

By and Among

The School Board of Pinellas County, Florida, the Pinellas County Sheriff's Office, the Municipalities or Entities of Belleair, Clearwater, Gulfport, Indian Shores, Kenneth City, Largo, Pinellas Park, Pinellas County Schools Police Department, St. Petersburg, Tarpon Springs, and Treasure Island, and the University of South Florida

THIS INTERAGENCY AGREEMENT ("Agreement") made by and between The School Board of Pinellas County, Florida ("School Board"), the Pinellas County Sheriff's Office ("Sheriff" or "Sheriff's Office"), the municipalities and/or entities of Belleair, Clearwater, Gulfport, Indian Shores, Kenneth City, Largo, Pinellas County Schools Police Department, Pinellas Park, St. Petersburg, Tarpon Springs, and Treasure Island, and the University of South Florida ("Cities") (collectively "Parties").

WITNESSETH:

WHEREAS, the Parties are committed to ensuring the safety of the educational environment; and

WHEREAS, the Parties recognize that the key to safe schools is the fair and consistent enforcement of school discipline policies and procedures and state and federal statutes and regulations; and

WHEREAS, the Parties desire to coordinate and facilitate the investigation of criminal activity on school campuses, including the criminal referrals, arrest and interviews of students; and

WHEREAS, the Parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system, and to complying with their statutory and contractual obligations; and

WHEREAS, the Parties desire a maximum degree of long-range cooperation and administrative planning in order to provide for the safety and security of the communities and their children; and

WHEREAS, the Parties are committed to improving services to children in the juvenile justice system through sharing of information, eliminating duplication of services and coordinating efforts; and

WHEREAS, the Parties agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination and added safety; and

WHEREAS, it is the understanding of the Parties that certain roles in serving children and youth are required by law and that these laws shall serve as the foundation for defining their respective roles and responsibilities under this Agreement; and

WHEREAS, the Parties desire to reduce the unnecessary instances of on-campus interviews of students by law enforcement officers as well as the number of on-campus student arrests and referrals to law enforcement agencies when appropriate under the circumstances; and

WHEREAS, the Parties desire to encourage schools, when appropriate, to use alternatives to expulsion or referral to law enforcement agencies by addressing disruptive behavior through intervention and diversion programs used in accordance with law; and

WHEREAS, the Sheriff's Office, pursuant to §39.3065, F.S., and a contract with the Florida Department of Children and Families ("DCF"), is the local agency required to perform child abuse, neglect, and abandonment investigations in Pinellas County, Florida, including "institutional investigations"; and

WHEREAS, employees of the School Board (institutional employees), are "other persons responsible for a child's welfare" within the meaning of §39.01(54), F.S., and are required to report known or reasonably suspected child abuse, abandonment, or neglect by a parent, legal custodian, caregiver, or "other person responsible for the child's welfare," pursuant to §39.201(1)(a), F.S.; and

WHEREAS, the School Board, and Sheriff desire to coordinate and facilitate the fulfillment of their respective duties and obligations with respect to the reporting and investigation of child abuse, abandonment or neglect, pursuant to Chapter 39, F.S.; and

WHEREAS, the School Board, and Sheriff recognize and desire to protect the rights of teachers and other members of the instructional staff to use necessary and reasonable force to protect themselves or others from injury, in accordance with applicable law; and

WHEREAS, the Parties agree that all obligations stated or implied in this Agreement shall be in light of, and consistent with, governing state and federal laws and applicable regulations; and

WHEREAS, this Agreement is intended to fulfill the requirements of said laws and regulations, as well as §1006.13(4), F.S.;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, the Parties agree as follows:

The Parties are entering into this Agreement to establish guidelines for handling school-based misconduct of students and adults, specifically including the reporting of such misconduct to law enforcement, to provide for investigation of child abuse, abandonment and neglect allegations and to share certain information in order to advance these purposes. The guidelines are intended to establish consistency in the handling of incidents, without discrimination. The

manner in which each student incident is handled by the Parties is depended upon many factors unique to each child, including, but not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition towards others, disability or special education status, and other factors. Thus, the Parties acknowledge that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

SECTION I

ALL PARTIES AGREE:

1. To promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of protecting the health and welfare of children attending Pinellas County Schools and reducing juvenile crime.

2. To participate in interagency planning meetings, as deemed appropriate by each party to this Agreement.

3. To assign staff, as appropriate by each party to this Agreement, to participate in a consolidated case management system for re-entry into school of children returning from detention or commitment programs, and other information-sharing activities to assess and develop plans for at-risk youth and those involved in the juvenile justice system.

4. To jointly plan, and provide information and access to training opportunities, when feasible.

5. To develop internal policies and cooperative procedures as needed to implement this Agreement to the maximum extent possible.

6. To comply with §§ 943.0525, 943.054, 1002.221, 1006.07, and 119.07, F.S., and other applicable laws, rules and procedures relating to records use, security, dissemination, and retention/destruction; and to maintain confidentiality of information that is made confidential by applicable law.

7. Where no School Resource Officer from a municipality or the Sheriff's Office is regularly assigned at a particular school, including those elementary schools that are currently served by a guardian trained through the Sheriff's office, the Pinellas County Schools Police Department shall, whenever possible, investigate all crimes or incidents, whether committed by a student or adult, which occur during normal hours of school operation or during extra-curricular events for which a Schools Police officer has been assigned, except the following offenses: deaths, felony sex crimes, felony narcotics violations, which shall all be immediately referred to the local agency having jurisdiction. The Pinellas County Schools Police Department should be contacted initially regarding any incidents that occur at these schools. If the Pinellas County School Police Department states that they are unable to respond to the incident, the notifying agency will respond or will contact the appropriate law enforcement agency with jurisdiction to

respond. After normal hours of school operation all incidents requiring a law enforcement response will be handled by the local agency having jurisdiction. Nothing in this section shall prevent a Pinellas County Schools Police Department law enforcement officer who has jurisdiction from making an on-view arrest in any case where the officer is a witness or has probable cause.

8. The Parties will develop procedures for on-going meetings and will, at least annually, review the agreement and, if necessary, recommend any changes.

9. The Parties will promptly furnish the other Parties with information, and respond to the other Parties' requests for information, concerning suspected felonies, violent misdemeanors, and delinquent acts that would be felonies or violent misdemeanors if committed by an adult, whether committed by students or adults, and whether committed on or off School Board property. Such information from the School Board may include personally identifiable student information as reasonably necessary under the circumstances in order for the School Board to meet its obligations under law. See §1006.07(7)(d), F.S.

10. The Sheriff and the Cities hereby certify that they shall use such personally identifiable student information solely for law enforcement purposes, shall maintain the security and confidentiality of such information, and shall not re-disclose such information to other persons or agencies, except as may otherwise be required or permitted by applicable law.

11. The Sheriff and the Cities agree to provide criminal background information regarding students as required as part of the threat assessment process pursuant to §1006.07(7), F.S. The Sheriff and the School Board agree that any such criminal background information will not be redisclosed by the members of the threat assessment teams that receive such information unless permitted by law.

12. Pursuant to §1006.07(7), F.S., each school is required to have a threat assessment team which must include a currently sworn law enforcement officer. The Sheriff and Cities agree that any officers assigned to schools to serve as School Resource Officer ("SRO") will serve as the qualifying law enforcement officer on such threat assessment teams. Those schools that have a guardian assigned to them may not use the guardian as the qualifying law enforcement officer because guardians are not law enforcement officers and will contact the Pinellas County School Police Department for an officer to be used in such capacity. The parties agree that the Schools Police Department officer will be an active participant on the Threat Assessment Team and that the officer shall participate at the commencement of the threat assessment.

13. The Sheriff and Cities will ensure that law enforcement officers follow the protocol outlined below:

Role of Law Enforcement Officer.

Before making an arrest of a student for misconduct on school grounds, school transportation or during a school sponsored or related event, a law enforcement officer shall

follow the steps and guiding questions below. If the situation is resolved short of arrest at any point during this process, the officer does not need to move on to the next step.

STEP 1. Consult with the school principal or their designee:

To the extent that the officer deems it appropriate, the officer may consult with the school principal or designee before making an arrest.

Factors to consider before making an arrest include whether the Code of Student Conduct been followed in the instance and whether the situation may appropriately be resolved by consequences within the school discipline system (such as detention, suspension, or interventions).

STEP 2. Evaluate the situation:

Considering all the surrounding circumstances, does this incident rise to the level of a felony or pose a serious threat to school safety that necessitates an arrest? If so, the officer shall proceed to Step 6. If the behavior falls into the category of non-violent misdemeanor, continue to the steps below. However, nothing in this agreement prevents an officer from making an arrest at any time. If the behavior is non-criminal or otherwise minor and not rising to any of these levels, it may be referred back to the school for consequences and interventions.

STEP 3. Issue a warning:

The officer shall consider whether the situation can be resolved with an intervention approach that may include the officer talking to the student about their behavior; a verbal warning; taking the student out of the situation in order to cool off or other intervention, including a referral to a formal juvenile diversion program.

STEP 4. Talk to the parents or guardians:

The officer shall consider whether the situation can be resolved by the officer talking to the student's parents or guardians.

STEP 5. Consider alternatives with school principal or designee:

The officer shall consider whether the student can be held accountable through school-based behavior interventions or community-based programs. If further support is needed but not available at the school level, the administrator may call the district designee at Student Support Services for guidance.

STEP 6. If the above options are not viable or appropriate within the officer's discretion, the officer may place the student under arrest. The officer must ensure that the school principal or their designee is notified of any school-based arrest.

STEP 7. All contraband must be placed in the care and custody of the law enforcement personnel of the agency that conducts the investigation and/or initiates the arrest.

SECTION II

THE SCHOOL BOARD AGREES TO:

14. Ensure that each principal notifies all school personnel regarding their responsibilities regarding incident reporting, and that all crimes should be reported; however, that those crimes listed below in paragraph 15 that occur on School Board property, or whenever and wherever children are under the jurisdiction of the School District, whether by an adult or child, shall be reported to their respective School Resource Officer, assigned officer, or in their absence, the law enforcement agency having jurisdiction. Ensure that each principal notifies all school personnel that all acts which pose a threat to school safety shall be reported to the school principal or his or her designee and that disposition of the incident is properly documented. In an emergent situation nothing herein prohibits a school employee from directly reporting to law enforcement an act that poses an imminent threat to school safety.

15. Ensure that all felonies and violent misdemeanors shall be reported to law enforcement by the principal or the principal's designee without unnecessary delay. Examples of crimes which must be reported include: aggravated assault, aggravated battery, possession of a firearm or any other weapon (to include razor blades, box cutters, and electric weapons), battery on a School Board employee, arson, placement or threats to place a destructive device (bomb threats), robbery, tampering with a witness, extortion, sexual battery, criminal mischief (vandalism) exceeding \$1,000, possession of illegal drugs, battery with injury and fighting with injury. When the obligation to report an incident is unclear, school based personnel shall err on the side of caution and report the incident to law enforcement.

16. The timely reporting of other criminal incidents is also critical to the safety of the school environment. Therefore, whenever a non-violent misdemeanor occurs, the principal or principal's designee shall also notify law enforcement as soon as practical. Nonviolent misdemeanors are those misdemeanors that cause neither physical harm to persons nor significant damage to property and shall, depending on the specific circumstances, include, but not be limited to theft of less than \$750, vandalism less than \$1,000, campus disruptions, disorderly conduct, trespassing and gambling. When the obligation to report an incident is unclear, school personnel shall err on the side of caution and report the incident. With respect to non-violent misdemeanors, consideration should be given to alternatives to arrest, when appropriate. The law enforcement officer, in exercising their discretion whether to arrest, should consider information from the school administrators and the victim.

17. Ensure that in the case of any weapons offense (as defined in Chapter 790, F.S.) the principal or principal's designee shall notify the SRO or the law enforcement agency having jurisdiction immediately. When dealing with a reported firearm/weapon, school based personnel shall take no actions, prior to notifying law enforcement, other than those actions required to protect themselves or another person from imminent harm.

18. Ensure that when a crime occurs and there is any physical evidence that the principal or the principal's designee involved shall use reasonable efforts to preserve the

evidence as feasible under the circumstances, secure the evidence when necessary, and surrender it to a law enforcement officer without delay, and such law enforcement officer shall secure it and, unless extenuating circumstances dictate otherwise, remove it from campus.

19. Ensure that because of the complexities involved in the investigation and prosecution of criminal cases, school based personnel work collaboratively with law enforcement to ensure that cases are properly investigated and successfully closed in a timely manner.

20. Immediately report all incidences of statements made by students or staff of threats of harm to themselves or others to the SRO if available, or in his/her absence, the law enforcement agency having jurisdiction, subject to the School Board's Baker Act procedures. Ensure that school threat assessment teams are aware of their responsibility to consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of the act, that would pose a threat to school safety.

21. In the event of student misconduct, which includes breaches of the School Board's Code of Student Conduct ("Code"), disruptions, and other non-criminal transgressions or omissions by a student that occur on school grounds, during school transportation, at school bus stops or during a school sponsored or related event, the school principal or their designees will be the primary source for intervention and disciplinary consequences. The Code provides detailed information on consequences and interventions and shall guide the responses to particular types of misbehavior. In addition, if the circumstances warrant, school officials should attempt to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

22. All parties involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, and the degree of harm caused and the student's willingness to repair the harm.

23. Repeated incidents of non-violent misdemeanors shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code and in consultation with law enforcement. If repeated incidents of non-violent misdemeanors continue, administrators and law enforcement may determine the best course of action (more intervention or arrest) in the best interest of the student. Records of non-violent misdemeanors shall be documented by law enforcement and/or the school district.

SECTION III

THE CITIES AND THE SHERIFF AGREE THAT:

24. Individual School Resource Officers ("SRO") or their respective agencies shall notify their respective principal or principal's designee whenever a student is arrested for a crime which occurred on School Board property or other areas under School Board jurisdiction (*e.g.* bus stops), or when there is a current investigation underway regarding student involvement in a

campus crime, unless the sharing of such information may compromise the successful closure of the case. School Resource Officers shall also notify the principal or principal's designee whenever a student is taken into custody at school or at a school function by a law enforcement agency.

25. Agencies will also notify Pinellas County Schools Police if any School Board facilities are placed in a closed campus status.

26. Individual law enforcement agencies, in lieu of releasing a written police report in student discipline cases, may provide upon request, written information to the principal or principal's designee in cases that will result in a recommendation for serious disciplinary action.

27. Individual SROs shall work collaboratively with the principal or principal's designee in the investigation of criminal activity, keeping in mind the special needs of their campus and the need for school-based personnel to be able to investigate and pursue discipline in a thorough and timely manner.

28. School Resource Officers shall assist when requested, in the training of administrative personnel regarding criminal law, and the reporting requirements as outlined in this Agreement.

29. When dealing with reported minor incidents, nothing shall preclude the School Resource Officer from diverting the offender to appropriate school-based discipline, where appropriate and authorized by department policy and applicable law.

30. The Sheriff and Cities will as soon as possible provide notification, via fax (727-545-6505) or phone (727-547-7221), to the Pinellas County Schools Police Department of the identity of all students (adult and juvenile) within the Pinellas County education jurisdiction arrested for crimes of violence or violations of law which would be a felony if committed by an adult. The notification shall include the name, address, date of birth, charge and school attended of the arrested student.

31. The Pinellas County Schools Police Chief will provide Florida summary criminal history information to the Superintendent upon request, regarding students enrolled or about to be enrolled in the Pinellas County education system when necessary for assessment placement or security of persons or property, and will provide school records to authorized members of the Department of Juvenile Justice upon written request.

32. The Pinellas County Schools Police Chief will ensure that information disseminated carries an appropriate warning, regarding the, confidentiality and control of further dissemination. See FDLE CJIS User Agreement; §943.0525, F.S.

33. The Sheriff and the Cities shall notify the Pinellas County Schools Police Chief as soon as possible of the name of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Such notification shall be made by calling the Pinellas County Schools

Police Department Communications Center at 727-547-7221. Notification to the Pinellas County Schools Police shall include the specific charge for which the employee was arrested. See §1012.797, F.S.

34. When an off-campus incident occurs that involves criminal activity which is not of a serious nature (usually misdemeanors and/or minor property crimes) or a threat to the safety of the students of community, law enforcement officers shall make every effort to conduct investigative interviews of witnesses and suspects off campus. Such a requirement recognizes the need for orderly and uninterrupted school operations. However, if such efforts at off-campus interviews are exhausted or reasonably and in good faith appear unlikely to succeed, then the interview(s) may be conducted on campus. Agencies shall provide documentation to the School Board of prior attempts to conduct interviews off campus upon request. Such interviews shall only be conducted to the extent necessary under the circumstances. All such interviews are also subject to the procedural terms set forth herein.

35. When an off-campus incident involving criminal activity occurs which is of a serious nature posing a substantial threat to the public safety (felony crimes of violence), then interviews may be conducted on campus as necessary to facilitate the investigation. The investigating law enforcement officer shall have sole discretion to determine the seriousness of the criminal activity and necessity of on-campus interviews.

36. When an incident involving criminal activity occurs on campus or on another area of school board jurisdiction (e.g. bus stops), law enforcement officers may interview witnesses and suspects on campus as appropriate to complete their investigation.

37. When it is necessary that law enforcement officers conduct on-campus interviews of student suspects with respect to both off or on-campus criminal activity, officers will not proceed with the interview without prior notification to the suspect's parent(s), or a good faith effort to notify the parent(s) of the suspect. In such cases, a school administrator will act in conjunction with law enforcement in making a good faith effort to notify the parent. However, if the law enforcement officer deems that prior parental contact would be detrimental to or would thwart the investigation, the he/she may seek his/her supervisor's express approval to conduct the interview without parental notification and must receive such approval from the supervisor before conducting the suspect's interview without parental notification. If law enforcement determines that failure to conduct an immediate interview would be detrimental to or would thwart the investigation, school personnel shall not insist on prior parental notification. Law enforcement shall always notify an administrator before conducting an interview.

38. Investigation of criminal activity is a law enforcement function. The presence of a school official is not required during suspect or witness interviews, but a school administrator will ordinarily, when reasonably available, request to be present in the absence of a parent. However, whether a school administrator will be present during these interviews is within the discretion of the law enforcement officer.

39. The School Board forms relating to parental contact and/or school administrator presence during interviews shall be completed, when appropriate, by law enforcement officers conducting these on-campus interviews.

40. Nothing set forth in this interview procedure is intended to interfere with the normal on-campus duties of school resource officers or school official's control of daily school operations. Law enforcement officers conducting on-campus interviews will make every reasonable effort to conduct interviews with as little disruption to the normal function of the school as possible.

41. If an arrest is made after an on-campus interview, law enforcement officers shall notify the school principal or designee of the arrest, and complete therequisite release forms.

42. Maintain responsibility for responding directly to tips submitted into FortifyFL or other suspicious activity reporting app or tool used in Pinellas County, when such tips are received outside of normal school hours.

43. Within twenty (20) days of the effective date of this Agreement, the Sheriff and the Cities will forward to the Chief of Pinellas County Schools Police the procedures adopted by their respective agencies that must be used by their law enforcement officers, whether a school resource officer or not, before arresting any student 10 years of age or younger on school grounds.

SECTION IV

THE SCHOOL BOARD AND SHERIFF AGREE:

44. Notwithstanding Paragraph 7, Child Protection Investigation Division ("CPID") investigators, pursuant to §39.3065, F.S., and the Sheriffs contract with the Department of Children and Families ("DCF"), will investigate all reports of child abuse, abandonment or neglect by School Board employees while acting in their capacity as "other persons responsible for a child's welfare"; however, the Pinellas County Schools Police Department (or another police agency with jurisdiction), and the School Board's Office of Professional Standards ("OPS"), may also conduct their own independent investigations of such allegations. However, these independent investigations may not impede the statutorily mandated authority of the child protection investigation. Best practices dictate that the law enforcement agencies, CPID, and OPS work cooperatively when conducting these investigations.

45. Pursuant to §39.301(18), F.S., in all child protective investigations when the initial interview with the child is conducted at school, a school staff member who is known by the child may be allowed to be present during the interview, if the CPID investigator believes the staff member could enhance the success of the interview AND the child requests or consents to the presence of the staff member. School staff may be present only as authorized by this section. Information received during the interview or from any other source regarding abuse/neglect of a child shall be confidential in accord with applicable law. A school staff member present for such

an interview as authorized by this section shall not maintain a separate record of the investigation.

46. The School Board's Office of Professional Standards, telephone: 727-588-6472, shall be the contact entity for purposes of coordinating the reporting and investigation of alleged "child abuse, abandonment or neglect" occurring on or within school grounds.

47. The Superintendent, or designee, will arrange for training of school based personnel in the requirements for reporting child abuse, abandonment, or neglect pursuant to §39.201(1), *Fla. Stat.* Sheriff's Office CPID staff may be asked to assist in such training.

48. The School Board will furnish the CPID investigators with information concerning alleged child abuse, abandonment and neglect by School Board employees acting in their capacity as "other persons responsible for the child's care." If a School Board employee is the subject of a CPID investigation with regard to conduct while in the employ of the School Board, the School Board will be provided with a copy of any documents reflecting the outcome of such investigation.

49. In accordance with §1003.32(10), F.S., teachers and members of the instructional staff are entitled to use "reasonable force" to protect themselves and others from injuries. Such "reasonable force" shall not constitute child abuse by definition.

50. Pursuant to §1006.11(2), F. S., except in cases of excessive force or cruel and unusual punishment, which shall be reportable by School Board employees, as required by §39.201(1), F.S., a teacher or other member of the instructional staff, a principal or the principal's designated representative or a school bus driver shall not be civilly or criminally liable for any action carried out in conformity with the State Board of Education and School Board rules regarding the control, discipline, suspension, and expulsion of students, including but not limited to, any exercise of authority under §§1003.32 or 1006.09, F.S.

51. Except for the reporting and investigation of child abuse, abandonment and neglect, the School Board's contact person with respect to the implementation of this Agreement is the Chief, Pinellas County Schools Police. The contacts for the Sheriff and the Cities are as set forth in their signature blocks below.

SECTION V

ALL PARTIES FURTHER AGREE:

52. This Agreement shall become effective upon execution by all parties, and may be amended only by written agreement executed by the chief administrative officers of each party.

53. This Agreement replaces the "INTERAGENCY AGREEMENT" of September 2006 and the "COLLABORATIVE INTERAGENCY AGREEMENT REGARDING STUDENT MISCONDUCT, STUDENT INTERVIEWS AND STUDENT ARRESTS BY LAW

ENFORCEMENT OFFICERS" of May 2014, which Agreements are terminated as of the effective date of this Agreement. This Agreement shall remain in force until modified in writing signed by all parties.

54. Notwithstanding contrary statutory obligations, any party may terminate this Agreement as to itself upon 30 days written notice to the other Parties. Such termination shall not affect the rights and obligations of the remaining Parties under this Agreement.

IN WITNESS WHEREOF, the School Board, the Sheriff, and the Cities have caused this Agreement to be executed by their undersigned officers, duly authorized.

Date: _ _ _ _ _

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By:
Chairperson

Attest: _ _ _ _ _
Superintendent

Approved as to form:


____ School Board Attorney

Date: _ _ _ _ _

PINELLAS COUNTY SHERIFF'S OFFICE

By:
Bob Gualtieri, Sheriff

Approved as to form:

Office of General Counsel

Date: _ _ _ _ _

BELLEAIR POLICE DEPARTMENT

By: _ _ _ _ _

Chief

Date: _ _ _ _ _

CLEARWATER POLICE DEPARTMENT

By: _ _ _ _ _
Chief

Date: _ _ _ _ _

GULFPORT POLICE DEPARTMENT

By: _ _ _ _ _

Chief

Date: _ _ _ _ _

INDIAN SHORES POLICE DEPARTMENT

By: _ _ _ _ _

Chief

Date: _ _ _ _ _

KENNETH CITY POLICE DEPARTMENT

By: _ _ _ _ _

Chief

Date: _ _ _ _ _

CITY OF LARGO

By: _ _ _ _ _
Chief

By: _ _ _ _ _
City Manager

Date: _ _ _ _ _

PINELLAS PARK POLICE DEPARTMENT

By: _ _ _ _ _
Chief

Date: _ _ _ _ _

PINELLAS COUNTY SCHOOLS POLICE
DEPARTMENT

By: _____

Chief

Date: _ _ _ _ _

ST. PETERSBURG POLICE DEPARTMENT

By: _____
Chief

Date: _ _ _ _ _

TARPON SPRINGS POLICE
DEPARTMENT

By: _ _ _ _ _

Chief

Date: _ _ _ _ _

TREASURE ISLAND POLICE
DEPARTMENT

By: _ _ _ _ _
Chief

Date: _ _ _ _ _

USF POLICE DEPARTMENT

By: _ _ _ _ _



Legislation Text

File #: 21-0020, **Version:** 1

Summary

To: Mayor Gary H. Katica & Commissioners
From: JP Murphy
Date: 1/15/2021

Subject:

Approval of Cooperative Funding Agreement with SWFMD for Bluff Restoration and Erosion Abatement (Q175)

Summary:

The project consists of a feasibility study that will investigate the erosion of the bluff shoreline along Bayview Drive due to wave activity and groundwater discharge and develop options to address these issues maximizing natural system restoration opportunities and improving water quality through nutrient reduction BMPs. The District and the Town are 50/50 cooperators on the \$270,000 project, with each party funding \$135,000. The Contract period would continue through 12/31/23.

Financial Implications: \$270,000 total cost, \$135,000 grant revenue.

Recommendation: I recommend approval of the agreement

Proposed Motion: I move approval of the Cooperative Funding Agreement with SWFMD for Bluff Restoration and Erosion Abatement.

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
TOWN OF BELLEAIR
FOR
BLUFF RESTORATION AND EROSION ABATEMENT (Q175)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and TOWN OF BELLEAIR, a municipal corporation of the State of Florida, whose address is 901 Ponce de Leon Boulevard, Belleair, Florida 33770, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of a feasibility study that will investigate the erosion of the bluff shoreline along Bayview Drive due to wave activity and groundwater discharge and develop options to address these issues maximizing natural system restoration opportunities and improving water quality through nutrient reduction BMPs, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Jaime Swindasz
Southwest Florida Water Management District
7601 US Highway 301
Tampa, Florida 33637

Project Manager for the COOPERATOR:
David Jones
Town of Belleair
901 Ponce de Leon Boulevard
Belleair, Florida 33770

Any changes to the above contact information must be provided to the other party in writing.

Unless otherwise indicated in this Agreement, reports required under this Agreement may be provided to the DISTRICT'S Contract Manager via email.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in the Project Plan. Such approval must be in writing, explain the reason for the extension and be signed by the DISTRICT'S Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the DISTRICT'S Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this Subparagraph. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
- 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the Project Budget set forth in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the Funding Paragraph of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

- 2.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 2.2 The parties acknowledge that the PROJECT is a feasibility study. The parties recognize that during the course of study, alternatives may be determined to not be feasible due to cost, water quality, permitability, supply availability, or other

pertinent considerations. The COOPERATOR shall cease work on alternatives determined to not be feasible. The COOPERATOR may request reallocating funds to another alternative in accordance with Subparagraph 2 of the Project Contacts and Notices Paragraph of this Agreement. The approval of such request for reallocation of funds shall be in the DISTRICT'S sole discretion.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Two Hundred Seventy Thousand Dollars (\$270,000). The DISTRICT agrees to fund PROJECT costs up to One Hundred Thirty-Five Thousand Dollars (\$135,000) and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Commission of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget set forth in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes expenditures of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expenditures. The DISTRICT shall not reimburse the COOPERATOR for any expenditures of contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.
- 3.3 Unless otherwise provided in the Project Plan, any federal or state appropriations, or grant monies received by the COOPERATOR for the PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for the PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT'S written input regarding whether costs to be paid are allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT'S written approval prior to entering into agreements for PROJECT work

to ensure that costs to be reimbursed by the DISTRICT are reasonable. The DISTRICT shall provide a written response to the COOPERATOR within twenty-one (21) days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this Subparagraph have been obtained.

- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. If necessary for audit purposes, the COOPERATOR shall provide additional supporting information as required to document invoices. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes expenditures of contingency funds. The DISTRICT agrees to reimburse the COOPERATOR for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent to the COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the "Measurable Benefit"). The parties also acknowledge that the COOPERATOR is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the

Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.

- 3.8 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Bluff Restoration and Erosion Abatement (Q175) agreement between the Southwest Florida Water Management District and Town of Belleair (Agreement No 21CF0003387), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$_____ of contingency funds expenditures. The COOPERATOR has been allocated a total of \$_____ in federal and state appropriations and/or grant monies for the PROJECT (not including DISTRICT funds) and \$_____ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$_____ / \$_____ respectively."

- 3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the DISTRICT'S Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this Subparagraph shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this Paragraph shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to achieve the Measurable Benefit, as it may be modified in accordance with Subparagraph 2 of the Scope of Work Paragraph; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a Paragraph or Paragraphs of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to achieve the Measurable Benefit set forth in the Project Plan, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any Paragraph of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2020, and shall remain in effect through December 31, 2023, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

7. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least five (5) years following completion of the PROJECT. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to PROJECT documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. Notwithstanding the above, all infrastructure shall be and shall remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the Project Schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by

the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

- 9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.
 - 9.3 The COOPERATOR shall provide the DISTRICT with each deliverable set forth in the Project Plan for review by the DISTRICT, including any supporting documentation. The DISTRICT shall provide a written response to the COOPERATOR and the COOPERATOR shall respond to the DISTRICT'S questions and concerns within the timeframes set forth in the Project Plan.
 - 9.4 The COOPERATOR shall provide the data, reports and documents referenced in this Paragraph at no cost to the DISTRICT.
10. RISK, LIABILITY, AND INDEMNITY.
- 10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.
 - 10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.
 - 10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of the COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to the DISTRICT'S approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes the DISTRICT'S funding for the PROJECT. All signage must receive the DISTRICT'S written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to

accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

16.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this Paragraph in all contracts issued as a result of this Agreement.

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

23. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

24. SEVERABILITY.

If any Paragraph or Paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining Paragraphs shall not in any way be affected or impaired thereby. Notwithstanding the above, if a Paragraph or Paragraphs of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

25. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature.

26. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

27. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", and then to Exhibit "B."

Exhibit "A"	Project Plan
Exhibit "B"	Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

TOWN OF BELLEAIR

By: _____
Name: _____ Date
Title: _____
Authorized Signatory

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
TOWN OF BELLEAIR
FOR
BLUFF RESTORATION AND EROSION ABATEMENT (Q175)

EXHIBIT "A" PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located within the Town of Belleair in Pinellas County. The PROJECT is consistent with the Strategic Initiative - Conservation and Restoration, which includes the restoration and maintenance of natural ecosystems for the benefit of water and water-related resources.

The PROJECT will investigate the erosion of the bluff shoreline along Bayview Drive due to wave activity and groundwater discharge and develop options to address these issues maximizing natural system restoration opportunities and improving water quality through nutrient reduction BMPs. This study will result in a conceptual project plan, including quantified benefits and conceptual costs. The general location of the PROJECT is shown on the attached map (Figure 1).

MEASURABLE BENEFIT

The completion of the study and conceptual project plan, in accordance with the requirements of this Agreement.

PROJECT TASKS

All contractors and consultants shall be procured in accordance with the procurement laws applicable to the COOPERATOR. Key tasks to be performed by the COOPERATOR:

1. **DATA COLLECTION** - Data collection shall be completed to determine site conditions such as site topography, wind and wave action expected within the intracoastal waterway, and the location, depth, size, and type of underground utilities that might effect subsurface groundwater conditions along the bluff. Data collection may also include pressure testing of watermains and videotaping storm and sanitary sewers to evaluate potential leaks. Geotechnical information will be obtained to determine and monitor ground water elevations. Note that we expect groundwater monitoring to proceed over a twelve-month period in order to capture seasonal groundwater fluctuations. Other data collection efforts may include, but is not limited to, the following: review of utility records, historic aerial imagery of the shoreline, an in-depth review of previous studies (primarily *Geophysical Mapping to Determine Controls on Shoreline Erosion, Town of Belleair, FL* by N.S. Nettles & Associates, Inc.), and available water quality data of the intracoastal waterway. A data collection plan shall be submitted to the DISTRICT for approval prior to beginning the data collection effort.
2. **DATA COMPILATION AND ANALYSIS** – Data collected for the PROJECT shall be formatted in the form of a technical memorandum that documents the data collection efforts, evaluates the data collection information and testing results, provides opinions on factors and site conditions that are adversely contributing to erosion of the bluff shoreline causing detrimental water quality issues within the intracoastal waterway. The collected data shall be compiled in an organized and structured manner to be presented and reviewed with the DISTRICT.

3. **WATERSHED AND WATER QUALITY ASSESSMENT** – Task includes evaluating water quality and potential options to reduce pollutant loading. Options may include water reuse or Best Management Practices aimed at providing treatment.
4. **DRAFT AND FINAL REPORT** – The COOPERATOR shall prepare a draft report that presents the data results and, analysis and provides a determination of the primary causes of bluff erosion and degradation of water quality. The report will also include options and recommendations to inhibit further erosion and improve water quality. The recommendations may include measures to restore the project site to historic conditions. The goal of this study is to provide recommendations that will address and alleviate erosion of the bluff shoreline due to wave activity and groundwater discharge. The report shall identify, evaluate, and recommend management options/alternatives that will accomplish the Measurable Benefit of the PROJECT and shall include resource benefits and cost estimates for each option. This shall be accomplished through review and analysis of any existing water quality or watershed related data in conjunction with data collected specifically for the PROJECT. Upon review and approval of the draft report, the COOPERATOR shall prepare and submit a final report.

DELIVERABLES

1. Quarterly status reports
2. Minutes of kick-off, pre-application and progress meetings
3. Copy of contract with consultant, prior to execution (for cost reimbursement review)
4. Copy of executed contract with consultant
5. Data Collection Plan
6. Data Compilation and Analysis technical memorandum
7. Water Quality technical memorandum
8. Draft and final report (feasibility study, monitoring report, etc.)
9. Rough order of magnitude opinions of probable construction costs for the options and recommendations presented in the final report
10. One (1) set, electronic and hardcopy, of any final reports and data files
11. Minority/Women Owned and Small Business Utilization Report

DELIVERABLE REVIEW TIMES

The DISTRICT shall provide a written response to the COOPERATOR within twenty (20) business days of receipt of each deliverable including supporting documentation. The COOPERATOR shall respond to the DISTRICT'S questions and concerns with twenty (20) business days of receipt by the COOPERATOR.

- Data Collection Plan
- Data Compilation and Analysis technical memorandum
- Water Quality technical memorandum
- Draft and final report (feasibility study, monitoring report, etc.)
- Rough order of magnitude opinions of probable construction costs for the options and recommendations presented in the final report

SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Data Collection	10/01/2020	10/01/2021
Data Compilation and Analysis	10/01/2020	11/15/2021
Watershed and Water Quality Assessment	04/01/2021	11/15/2021
Draft Report	11/16/2021	01/15/2022
Final Report	01/16/2022	04/01/2022

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Data Collection	\$57,600	\$57,600	\$115,200
Data Compilation and Analysis	\$34,200	\$34,200	\$68,400
Watershed and Water Quality Assessment	\$20,600	\$20,600	\$41,200
Draft Report	\$11,300	\$11,300	\$22,600
Final Report	\$11,300	\$11,300	\$22,600
TOTAL	\$135,000	\$135,000	\$270,000

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

The remainder of this page intentionally left blank.

FIGURE 1



EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

COOPERATOR: _____ AGREEMENT NO.: _____ PROJECT NAME: _____ TOTAL PROJECT COST: _____		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*											
		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE				UNKNOWN
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID												

* ☐ Our organization does not collect minority status data.

Signature _____ Date _____ Print Name and Title _____



Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Legislation Text

File #: 21-0022, **Version:** 1

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
TOWN OF BELLEAIR
FOR
PINELLAS ROAD STORMWATER BMPS (N688)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and TOWN OF BELLEAIR a municipal corporation of the State of Florida, whose address is 901 Ponce de Leon Boulevard, Belleair, Florida 33756 hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the design, permitting, and construction of stormwater Best Management Practices (BMPs) implementations to reduce pollutant loads to Boca Ciega Bay, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Aaron Brown
Southwest Florida Water Management District
7601 Highway 301 North
Tampa, Florida 33637

Project Manager for the COOPERATOR:
Stefan Massol
Town of Belleair
901 Ponce de Leon Boulevard
Belleair, Florida 33756

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
- 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan attached hereto as an exhibit or, if applicable, the refined budget as set forth in subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000). The DISTRICT agrees to fund PROJECT

costs up to One Million Three Hundred Seventy Five Thousand Dollars (\$1,375,000), and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Commission of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the PROJECT budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT'S expenditure amount under this Agreement exceed expenditures made by the COOPERATOR.
- 3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

- 3.6 If at any point during the progression of the PROJECT the DISTRICT determines that it is likely that the Measurable Benefit, as set forth in the Project Plan, will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies. Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR'S receipt of written notice from the DISTRICT.
- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.) as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.
- 3.8 The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.

- 3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Pinellas Road Stormwater BMPs (N688) agreement between the Southwest Florida Water Management District and the Town of Belleair (Agreement No. 16CF0000219), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes \$__ of contingency expenses. The COOPERATOR has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$__ / \$__ respectively."

- 3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not constitute a waiver or any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit, b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement, c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with subparagraph 1 of the Project Contacts and Notices Paragraph, or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The COOPERATOR shall pay the attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.
- 5.5 This Repayment Provision, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. OPERATION AND MAINTENANCE.

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- 6.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings to include Resource Benefit calculations and methodology, signed and sealed by a professional

engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

6.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

6.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2015, and shall remain in effect through May 1, 2018, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the

successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This subparagraph shall survive the expiration or termination of this Agreement.

9.3 The COOPERATOR must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The COOPERATOR shall provide the DISTRICT with the 30%, 60%, 90% and proposed final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT, in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT, as set forth in the Project Plan. A professional engineer shall, at a minimum, sign and seal the proposed final design plans. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.

9.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any

way constitute an agency relationship between the DISTRICT and the COOPERATOR.

- 10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.
- 10.3 This Risk, Liability and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.
- 10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.
- 10.5 This Risk, Liability and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This

provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and women owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and

woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

- 16.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit to this Agreement. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsection 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The COOPERATOR agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the PROJECT.

23. COMPENSATORY TREATMENT AND MITIGATION.

This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality treatment, mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

24. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

25. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or

unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

26. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

27. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

Exhibit "A" Project Plan

Exhibit "B" Minority/Woman Owned and Small Business Utilization Report


The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  12/23/15
Brian Armstrong, P.G. Date
Assistant Executive Director

TOWN OF BELLEAIR

By:  12/15/15
Micah Maxwell, Town Manager Date

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
TOWN OF BELLEAIR
FOR
PINELLAS ROAD STORMWATER BMPS (N688)

EXHIBIT "A"

PROJECT PLAN

PROJECT DESCRIPTION

This PROJECT is a cooperative funding project located within the Town of Belleair (COOPERATOR) in Pinellas County. The PROJECT reduces stormwater impacts to Clearwater Harbor South.

The PROJECT includes design, permitting, construction, and construction engineering and inspection services (CEI) of stormwater retrofits, with various Best Management Practices (BMPs) implementations that may include baffle boxes, and/or curb inlet baskets to reduce pollutant loads to Clearwater Harbor. The drainage area includes approximately 22.3 acres of highly urbanized watershed. BMPs will be implemented for the area from along Pinellas Road and Palm View Avenue with discharges to Clearwater Harbor South.

PROJECT TASKS

Key tasks to be performed by the COOPERATOR:

1. **DESIGN AND PERMITTING** – The COOPERATOR shall provide for survey, geotechnical services, design plans to include Resource Benefit calculations and methodology, and technical specifications for construction. The COOPERATOR shall prepare and submit all necessary permit applications and obtain necessary approvals.
2. **BID AND CONTRACTOR SELECTION** – The COOPERATOR shall procure a contractor to implement the PROJECT based on the final design plans and approved permits in accordance with the procurement laws applicable to the COOPERATOR.
3. **CONSTRUCTION** – The COOPERATOR shall construct the PROJECT in conformance with the final design plans, specifications and approved permits.
4. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI)** – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted plans and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs.
5. **AS-BUILT SURVEY, RECORD DRAWINGS AND CERTIFICATE OF COMPLETION** – The COOPERATOR shall obtain and provide the following to the DISTRICT: an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper, the Record Drawings and the Certificate of Construction Completion, signed and sealed by the professional engineer responsible for construction support, monitoring and inspection services. The COOPERATOR shall obtain the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.
6. **OPERATION AND MAINTENANCE** - The COOPERATOR shall provide for the perpetual operation and maintenance of the completed PROJECT to provide efficient pollutant removal and ensure PROJECT functions in accordance with design expectations, and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The

COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

RESOURCE BENEFIT

Removal of an estimated 7,522 lbs/yr Total Suspended Solids (TSS) and 70 lbs/yr Total Nitrogen (TN) flowing into Clearwater Harbor South.

MEASURABLE BENEFIT

Construct Low Impact Development (LID) BMPs to treat approximately 22.3 acres of highly urbanized stormwater runoff.

DELIVERABLES

- Quarterly Status Reports
- Minutes of kick-off, pre-application and progress meetings
- Design plans, to include Resource Benefit calculations and methodology, at 30%, 60%, 90% and proposed final design levels; include electronic, CAD and, if available, GIS files at proposed final design
- Estimate of proposed construction cost at 30% design
- Engineer's opinion of probable cost at 60%, 90% and proposed final design and final construction drawings
- Technical Specifications at 60%, 90% and proposed final design
- Operation and Maintenance Plan
- Copy of all required federal, state and local environmental permit application packages, requests for additional information, and final permit approvals
- Construction bid packages for cost approval (prior to posting)
- Copy of contract with consultant and contractor (for cost approval, prior to execution)
- Copy of executed contract with consultant and contractor
- Copy of Notice-to-Proceed to contractor
- Copy of construction permits
- Digital photos of stages of construction
- Construction inspection reports and construction certification
- As-Built Survey signed and sealed by a licensed Florida professional surveyor and mapper
- Construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, including electronic and CAD
- One (1) set, electronic and hardcopy, of any final reports
- Minority/Women Owned and Small Business Utilization Report
- Upon DISTRICT request, bi-annual Operation and Maintenance Report

Spatial Reference and GIS Deliverable Requirements:

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (2011) including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata. All metadata must pass through the USGS metadata parser at <http://geo-nsdi.er.usgs.gov/validation/> with no errors.

PROJECT SCHEDULE

DESCRIPTION	START	FINISH
Design & Permitting	10/01/2015	03/30/2016
Bidding & Contract Award	04/01/2016	08/01/2016
Construction and Construction Engineering & Inspection (CEI)	08/02/2016	09/01/2017
As-built Survey and Record Drawings	09/01/2017	12/01/2017

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Design & Permitting	\$15,000	\$15,000	\$30,000
Construction	\$1,305,000	\$1,305,000	\$2,610,000
Construction Engineering & Inspection (CEI)	\$55,000	\$55,000	\$110,000
TOTAL	\$1,375,000	\$1,375,000	\$2,750,000

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EXHIBIT "B" **MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT**

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4133.

COOPERATOR: _____ AGREEMENT NO.: _____ PROJECT NAME: _____ TOTAL PROJECT COST: _____		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*											
		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE				UNKNOWN
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID												

* ☐ Our organization does not collect minority status data.

Signature _____ Date _____

Print Name and Title _____



Legislation Text

File #: 21-0016, **Version:** 1

Summary

To: Town Commission
From: Cathy DeKarz, Management Analyst
Date: 1/19/2021

Subject:

Proclamation Honoring Mayor Gary H. Katica and Naming January 28 “Mayor Gary H. Katica Day”

Summary:

To honor Mayor Gary H. Katica’s 20+ years of service to the Town, staff is presenting the attached proclamation to honor his service and to re-name January 28 “Mayor Gary H. Katica Day.”

Previous Commission Action: N/A

Background/Problem Discussion: N/A - see attached

Expenditure Challenges N/A

Financial Implications: N/A

Recommendation: Staff recommends approving the Proclamation Honoring Mayor Gary H. Katica and Naming January 28 “Mayor Gary H. Katica Day.”

Proposed Motion I move approval of the Proclamation Honoring Mayor Gary H. Katica and Naming January 28 “Mayor Gary H. Katica Day.”

**HONORING MAYOR GARY H. KATICA FOR HIS
20 YEARS OF SERVICE TO THE TOWN OF BELLEAIR AND
NAMING JANUARY 28 “MAYOR GARY H. KATICA DAY”**

WHEREAS, Mayor Gary H. Katica was first appointed to the Town of Belleair Commission in 2000, was elected to remain on the Commission in 2001, and was elected as Mayor of Belleair in 2007; and

WHEREAS, upon the end of Mayor Katica’s final term in office in March of 2021, he will have served as an elected official in Belleair for 21 years and as the Mayor for 14 years; and

WHEREAS, Mayor Katica’s holding the office of Mayor for this length makes him the longest-serving Mayor of the Town of Belleair; and

WHEREAS, Mayor Katica saw the Town of Belleair through many monumental events, including the construction of the Dimmitt Community Center, the retention of the Belleair Police Department, the great recession, the renovation of Thompson Park, the restoration of the Belleview Inn, and the onset of COVID-19 pandemic; and

WHEREAS, Mayor Katica is also well-known for his daily support of our community through his regular walks in Belleair, his continual advocacy for infrastructure improvements, his efforts to build partnerships and relationships with neighboring cities, his support of sports leagues and special events at the Dimmitt Community Center, his commitment to supporting Town staff, and his long-standing role as Santa Claus each Christmas; and

WHEREAS, Mayor Katica’s leadership inspired countless elected officials, employees, residents, and community members to serve Belleair with diligence and compassion through his example; and

WHEREAS, the Commission wishes to remember and memorialize Mayor Katica’s legacy and service for many more generations to come;

NOW, THEREFORE, WE, THE TOWN OF BELLEAIR COMMISSION, do hereby honor the efforts of Mayor Gary H. Katica over the past 20 years by naming January 28 “Mayor Gary H. Katica Day” in the Town of Belleair.

Deputy Mayor Karla Rettstatt

Commissioner Mike Wilkinson

Commissioner Tom Shelly

Commissioner Tom Kurey



Legislation Text

File #: 21-0017, **Version:** 1

Summary

To: Town Commission
From: JP Murphy, Town Manager
Date: 1/19/2021

Subject:

Resolution 2021-02 - Setting 2021 Legislative Priorities

Summary:

The Town of Belleair's draft 2021 Legislative Action Agenda is included herein for discussion, as well as the Florida League of Cities 2021 Legislative Action.

Previous Commission Action: The Commission approves a Legislative Action Agenda each year prior to the start of the State's legislative session.

Background/Problem Discussion: N/A

Expenditure Challenges N/A

Financial Implications: N/A

Recommendation: Staff recommends approval of Resolution 2021-02 - Setting 2021 Legislative Priorities.

Proposed Motion I move approval of Resolution 2021-02 - Setting 2021 Legislative Priorities.

RESOLUTION NO. 2021-02

A RESOLUTION OF THE TOWN OF BELLEAIR, PINELLAS COUNTY, FLORIDA, SUPPORTING THE FLORIDA LEAGUE OF CITIES AND THE SUNCOAST LEAGUE OF CITIES LEGISLATIVE PRIORITIES AND URGING MEMEBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE FOLLOWING ISSUES DURING THE 2021 LEGISLATIVE SESSION.

WHEREAS, as Florida's population continues to increase, cities are challenged to meet the service demands and infrastructure needs to account for new growth; and

WHEREAS, a majority of Florida's municipalities are challenged to meet the increasing infrastructure, transportation, and water quality needs of their citizens; and

WHEREAS, the state has imposed greater accountability in comprehensive planning and fiscal feasibility standards on municipalities; and

WHEREAS, Florida's municipalities are dependent on other governmental entities for financial stability and presently the state, counties, and school districts, control every funding source that has been authorized for implementing growth management capital improvements and complying with concurrency requirements; and

WHEREAS, municipal self-determination and local self-government are constantly under attack from a variety of public and private interests; and

WHEREAS, the role and function of municipal government is constantly evolving from new demands from its citizens and businesses; and

WHEREAS, the Florida League of Cities is fighting for strong local self-government, transportation funding, and resiliency and sustainability in their 2021 Legislative Agenda; and

WHEREAS, the Suncoast League of Cities, supports legislation that enables intergovernmental coordination and planning for coastal resiliency, natural resource protection, and water quality improvements;

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

Section 1: That the Town of Belleair supports the Florida League of Cities and the Suncoast League of Cities 2021 Legislative Agenda and urges Governor Ron DeSantis and members of the Florida Legislature to support legislation that:

- Preserves local control of transportation planning, provides for a more equitable transportation funding formula between municipalities and counties, and provides for additional dedicated revenue options for municipal transportation infrastructure and transit projects.

- Provides funding that assists cities and counties in addressing aging infrastructure concerns.
- Mitigates effects of natural disasters on Florida's transportation infrastructure.
- Provides long-term, recurring and adequate state funding equitably distributed throughout the state, for local government water resources and water quality improvement projects and infrastructure, including, but not limited to, projects that: reduce nutrient and pollutant loading from wastewater sources; mitigate stormwater and flooding impacts; and increase available water resources and supplies.
- Repeals the state preemption of the regulation of vacation rental properties.

Section 2: The Town of Belleair urges Governor Ron DeSantis and members of the Florida Legislature to oppose legislation that:

- Impedes the constitutional right of self-governance under home rule powers.
- Intrudes into local finance, which is necessary to provide financial stability and essential services uniquely required by municipal residents and local businesses.
- Reduces municipal taxation powers.
- Allows unfunded mandates.
- Preempts local regulation of businesses, professions, commerce and trade.

Section 3: The Town Clerk is directed to transmit a certified copy of this Resolution to Governor Ron DeSantis, the Florida League of Cities, the Suncoast League of Cities, the Pinellas County Legislative Delegation, and any other interested parties.

Section 4: The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida, this 19th day of **JANUARY, A.D., 2021.**

Deputy Mayor

ATTEST:

Town Clerk

2021 **Florida League of Cities**

LEGISLATIVE ACTION AGENDA

PRIORITIES

- ▶ Sales Tax Fairness
- ▶ Short-Term Rentals
- ▶ Discharges to Surface Waters
- ▶ Affordable Housing
- ▶ Annexation

IMPORTANCE OF HOME RULE

The Florida League of Cities believes in the importance of local self-government and that those officials closest to the people know their community best. Each of these issues supports Home Rule and a municipality's ability to govern itself based on the wants and needs of its residents. Home Rule is supported by an overwhelming majority of Florida residents. It is the foundation for local governments as they create fair, effective and responsive policies for their communities.

PRIORITY STATEMENTS

Sales Tax Fairness: The Florida League of Cities SUPPORTS legislation to update Florida's sales and use tax laws that apply to online/e-commerce sales from out-of-state retailers. Changes are needed to ensure that in-state retailers are treated equitably and that the Florida sales and use tax law is equally enforced.

Contact: Amber Hughes · ahughes@flcities.com

Short-Term Rentals: The Florida League of Cities SUPPORTS legislation providing for a collaboration between the Florida Department of Business and Professional Regulation and cities to ensure that short-term rental properties abide by state and local regulations, are properly licensed and insured, and comply with state and local taxation requirements as well as industry-accepted safety practices. The Florida League of Cities SUPPORTS legislation clarifying that existing, grandfathered municipal short-term rental ordinances can be amended without penalty.

Contact: Tara Taggart · ttaggart@flcities.com

Discharges to Surface Waters: The Florida League of Cities SUPPORTS legislation that establishes reasonable time frames for utilities to eliminate, to the extent possible in compliance with regulatory requirements and with specified exceptions, discharges to surface waters unless a utility demonstrates it is not environmentally, technically or economically feasible.

Contact: Rebecca O'Hara · rohara@flcities.com

**LOCAL
VOICES
MAKING
LOCAL
CHOICES**

Affordable Housing: The Florida League of Cities SUPPORTS legislation that requires all monies from the Sadowski State and Local Government Housing Trust Funds be used only for Florida's affordable housing programs.
Contact: Jeff Branch · jbranch@flcities.com

Annexation: The Florida League of Cities SUPPORTS legislation that facilitates the municipal annexation of unincorporated areas while protecting private property rights and respecting municipal boundaries.
Contact: David Cruz · dcruz@flcities.com

OTHER ISSUES OF IMPORTANCE

Cybersecurity: The Florida League of Cities SUPPORTS legislation dedicating state resources for the development and enhancement of municipal cybersecurity by providing funding for technical assistance, threat assessments, employee training, infrastructure improvements and data protection, including the protection of exempt and confidential information such as law enforcement personnel information and plans for government buildings and other critical infrastructure.

Transportation Funding: The Florida League of Cities SUPPORTS legislation that will allow cities to have greater local decision-making and flexibility on transportation funding to ensure we meet our ever-changing transportation demands.

Mobility Plans: The Florida League of Cities SUPPORTS legislation that defines mobility plans and fees in order to provide the clarity and consistency needed to assist Florida's cities in implementing alternative modes of transportation.

Digital Divide: The Florida League of Cities SUPPORTS legislation that reduces the digital divide and expands broadband internet access to all areas of the state. This includes:

- ▶ Identifying areas of Florida that are underserved by traditional broadband providers.
- ▶ Removing statutory barriers for cities to provide telecommunication services and open competition for affordable internet service.
- ▶ Increasing public funding for construction of broadband infrastructure.

Resilient and Sustainable Florida: The Florida League of Cities SUPPORTS legislation that promotes a resilient and sustainable Florida, including:

- ▶ Funding water quality improvements.
- ▶ Establishing policies and funding for alternative water supply development.
- ▶ Providing for intergovernmental coordination and planning on strategies to address climate challenges such as drought, coastal flooding and inland flooding.
- ▶ Enabling local authority to implement natural resource protection strategies.

2020-21 OFFICERS



President
TONY ORTIZ
Commissioner, Orlando



First Vice President
PHILLIP WALKER
Commissioner, Lakeland



Second Vice President
JOLIEN CARABALLO
Councilwoman, Port St. Lucie

For more information on the League's legislative initiatives, please contact:



Florida League of Cities
P.O. Box 1757
Tallahassee, FL 32302-1757
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2021

Legislative Priorities



The Suncoast League of Cities supports opportunities to partner with the Florida legislature to review and evaluate local regulations that will serve to improve the quality of life for our shared constituents within Florida cities. In 2021, we will focus on eFairness, protecting our waterways, and preparing for cyber attacks.

eFairness



Currently, Missouri and Florida are the only two states that have not passed "eFairness."

\$700 million:

Uncollected sales and use tax annually.

2.7 million:

Number of jobs supported by retail in Florida.

\$20 billion:

The total amount of sales taxes remitted by retailers for Florida's governments annually.

Resiliency and Sustainability

The Suncoast League of Cities SUPPORTS legislation that enables intergovernmental coordination and planning for coastal resiliency and sea level rise strategies; local authority to implement natural resource protection; and water quality improvements.



Cybersecurity

The Suncoast League of Cities SUPPORTS legislation that provides cybersecurity support to local governments for;

- Development and enhancement of employee training
- Infrastructure grants
- Technical assistance including;
 - Threat assessments
 - Ransomware training and data protection of exempt and confidential information.



Learn more about the Suncoast League of Cities top 3 legislative priorities.

1. eFairness

We are not asking for a tax increase, rather to change the process on the collection of taxes on remote sales and reduce the burden on tax payers. If we don't act now, Florida businesses will face:

- A competitive disadvantage
- Erosion of state tax base
- Reduce sales or store closures
- More Floridians out of work

2. Cybersecurity

Local governments are among the most vulnerable and face significant barriers to a reasonable level of cybersecurity.



Fiscal constraints



Insufficient information sharing from peer jurisdictions



Insufficient cybersecurity training



Lack of support from elected officials and staff

46%

The percentage of local governments with no dedicated cybersecurity employee.



Insufficient information share from law enforcement

3. Resiliency and Sustainability



Tampa Bay's water levels have **increased 7.8" since 1946**

The Tampa Bay Region can expect an additional **2 to 8.5 feet of sea level rise by 2100**



2021 LEGISLATIVE ACTION AGENDA

For the 2021 calendar year, the Town of Belleair has set the following legislative priorities and further supports the **Florida League of Cities** and the **Suncoast League of Cities** in the fight for strong local government; the Town also adopts the Legislative Action Agendas of the Florida League of Cities and the Suncoast League of Cities.



PRIORITY 1. TRANSPORTATION AND INFRASTRUCTURE FUNDING

The Town of Belleair funds nearly all of its roadway improvements directly. The legislature should consider increasing grant funding opportunities, low-cost loan programs, and cooperative funding of critical infrastructure upgrades.

APPROPRIATIONS REQUEST

The Town of Belleair requests your support for our Appropriations Request for the Indian Rocks Road Improvements Project. This project is critical to improving Belleair's infrastructure, as both the roadway and the sub-surface drainage system are experiencing accelerated degradation. This project will additionally enhance pedestrian safety along the major thoroughfare in Belleair.

PRIORITY STATEMENT

The Town of Belleair SUPPORTS legislation that will allow cities to have greater local decision-making and flexibility on transportation funding to ensure we meet our ever-changing transportation demands.

PRIORITY 2. THE PROTECTION OF HOME RULE

PRIORITY STATEMENT

The Town of Belleair OPPOSES any efforts to impede the constitutional right of self-governance under home rule powers. The Town OPPOSES the Legislature's intrusion into local finance, which is necessary to provide financial stability and essential services uniquely required by municipal residents and local businesses. The Town further OPPOSES any reduction in municipal taxation powers. The Town OPPOSES unfunded mandates. The Town OPPOSES the preemption of local regulation of businesses, professions, commerce, and trade.

The Town of Belleair SUPPORTS any legislative action which strengthens and enhances the ability of local governments to uniquely provide solutions tailored to their communities.

PRIORITY 3. RESILIENT AND SUSTAINABLE FLORIDA

PRIORITY STATEMENT

The Town of Belleair SUPPORTS legislation that promotes a resilient and sustainable Florida, including funding for water quality improvements, establishing policies and funding for alternative water supply development, providing for intergovernmental coordination and planning on strategies to address climate challenges such as drought, coastal flooding and inland flooding, and enabling local authority to implement natural resource protection strategies.



Legislation Text

File #: 21-0012, **Version:** 1

Summary

To: Town Commission
From: Stefan Massol, Director of Support Services
Date: 1/19/2021

Subject:

Internet and Voice Services Method of Purchase

Summary:

Staff has received pricing and preliminary terms from multiple vendors and is requesting the ability to use an alternative selection process for internet and phone hardware and services.

Background/Problem Discussion: Last year staff was notified that the Town's Shoretel phone system is reaching end-of-life and would no longer be supported by Mitel, the new controlling company. In reviewing options we considered our current phone and internet services and opportunities for cost savings and improved resiliency. Currently, the Town contracts with Florida Department of Management Services (DMS) for phone service. This contract carries an annual cost of roughly \$9,400, and does not include any phone hardware. The Town also has a contract with Spectrum for broadband internet services with an annual cost of \$4,100.

The Town has experienced periods of outage in recent years for internet as well as phone service. In 2017, following Hurricane Irma, the Town lost internet services at its facilities over four days while power was taken down in the area. This past year the Town was without reliable phone services over multiple weeks when there was extensive damage to underground lines. The line was not properly repaired until three months after the initial outage. In the interest of improving the survivability of both voice and internet services staff recommends that the Town acquire a secondary internet connection and have phone traffic carried through fiber internet instead of a separate voice connection. This would allow the Town to continue using both its phone and internet services in the event that one of the two internet connections experiences an outage.

The Town has collected pricing and preliminary terms from Spectrum Enterprise, Frontier, DMS and Konica Minolta Business Solutions. Summarized pricing information is enclosed. Based on preliminary terms Town staff is requesting the ability to commence negotiations with the currently preferred vendor, Spectrum Enterprise, and should those negotiations be unsuccessful proceed to negotiate with Frontier. At the conclusion of negotiations staff will present the final agreements to Town Commission for approval.

Financial Implications: The Town would be paying roughly \$11,000 additional per year for phone equipment and services, as well as \$8,000 additional per year for fiber internet services. Meanwhile there would be savings of \$9,400, resulting in a net cost increase of \$10,000 per year. Considering that purchasing the phone equipment new would be an upfront cost of roughly \$50,000, this pay-as-you-go approach for the phones will ensure our equipment is always up-to-date.

Recommendation: Approval of proposed alternate purchasing method for voice and internet services as described above.

Proposed Motion: I move approval of proposed alternate purchasing method for voice and internet services as described above.

Vendor	Fiber Internet Services	SIP phone channels	Phone Equipment	Phone Technical Support	Total Cost
Frontier	100M: \$9,396 per year & \$250 one-time cost	\$6,266per year. Additional \$4,800 per year for hosting of phone system	\$46,595 up-front (over 10 years \$4,660 per year)	\$1,224 per year	\$21,547 per year; additional \$4800 per year for hosting
Spectrum	100M: \$7,428 per year (60 month term),		\$10,251 per year, including SIP trunks and software	Included	\$17,679 per year at 100M
DMS	100M: \$17,916 per year including SIP Trunks			Included	\$27,376 per year (if combined with Frontier phones)
KMBS	NA	\$4367.40 per year	\$7,555 per year and \$1,163 one-time cost	Included	\$19,467.38 per year (if combined with Spectrum internet)



Legislation Text

File #: 21-0021, **Version:** 1

Summary

To: Town Commission
From: Stefan Massol, Director of Support Services
Date: 1/21/2021

Subject:

Discussion of Future Water Supply Options



Summary:

This is a continuation of last meeting's discussion on reverse osmosis, also examining the system transfer scenario.

Background/Problem Discussion: Previously the board received a presentation from McKim & Creed and Raftelis who provided an engineering and rate study analysis of reverse osmosis for the Town of Belleair. Enclosed in our packet is the executive summary of the engineering study, a copy of the rate study analysis performed by Raftelis, and the most recent audited financial statements for Pinellas County's Water Fund.

Financial Implications: This information is provided in the enclosed attachments. Additionally, Pinellas County is working on an updated system transfer scenario, including any amounts to be transferred between entities for infrastructure improvements. Also, staff is working to determine any impacts to the Town's General Fund that would result from a system transfer scenario, both to revenues and expenditures.

Recommendation: None, this item is for discussion purposes only.



REVERSE OSMOSIS WTP PRELIMINARY ENGINEERING REPORT

SUBMITTED TO:

TOWN OF BELLEAIR DRAFT EXECUTIVE SUMMARY - UPDATED OCTOBER 30, 2020

SUBMITTED BY:

MCKIM & CREED | CLEARWATER, FL



MCKIM & CREED
ENGINEERS SURVEYORS PLANNERS

Executive Summary

The Town of Belleair (Town) operates an existing water treatment plant (WTP) that was designed to produce 2.2 million gallons per day (MGD). The WTP treats groundwater from seven (7) existing wells and produces an average flow of approximately 800,000 gallons per day (gpd) of potable water to supply the Town's utility customers. The levels of chloride and total dissolved solids (TDS) in the wells have been increasing and are projected to continue increasing in the future. Because of these conditions, the potable water produced by the plant has chloride and TDS levels that periodically approach the Florida Department of Environmental Protection (FDEP) secondary drinking water limit of 250 mg/L and 500 mg/L, respectively.

Additionally, the WTP is nearing the end of its useful life and there are items that need to be addressed as soon as possible. This Preliminary Engineering Report (PER) included evaluations of the Town's existing water supply and treatment systems and considered the following:

1. Drinking water regulations
2. Condition of WTP existing systems and equipment
3. Condition of wells; above- and below-ground
4. Current and projected potable water demands
5. Groundwater supply and quality projections
6. Ability of existing systems to treat projected water quality

If the Town wishes to continue with potable water production, a new Reverse Osmosis (RO) treatment plant is recommended to reduce chloride and TDS concentrations and to address ongoing operational, maintenance and safety concerns at the WTP.

Besides developing preliminary engineering requirements for the proposed RO WTP systems, this PER was developed to provide the Town with capital and operations & maintenance (O&M) costs for the proposed WTP. Also, a potential phased implementation plan was developed that focuses on using the existing WTP infrastructure to the extent possible to reduce initial capital costs. In addition, the phased approach implements new treatment processes and modifications, only as needed, to address chloride and TDS levels projected to increase over time.

The use of a "conventional" RO process was compared with a relatively new high-recovery RO process called "Closed-Circuit RO (CCRO)." In general, the conventional RO process is able to utilize approximately 80% of the water supplied to the process to produce drinking water; whereas the CCRO process is able utilize approximately 90 to 95-percent. The evaluation and comparison of the two (2) processes are detailed in this PER.

Total capital costs for the proposed RO plant were developed and compared with a phased approach. These costs are shown in **Tables ES-1 and ES-2**.

Table ES-1– Proposed Facility Cost Summary

Item	Traditional RO System	High-Recovery CCRO System
Mobilization/Demobilization	\$175,000	\$175,000
Sitework & Demolition	\$325,000	\$325,000
Booster Pump Station	\$142,000	\$142,000
Pressurized Filters and Backwash Holding Tank	\$969,000	\$969,000
Chemical Building	\$84,000	\$84,000
Chemical Systems	\$362,000	\$362,000
RO System	\$1,044,000	\$1,488,000
RO Building	\$434,000	\$434,000
High Service Pump Station	\$338,000	\$338,000
Deep Injection Well	\$750,000	-----
Yard Piping	\$500,000	\$500,000
Electrical	\$738,000	\$677,000
Instrumentation	\$554,000	\$508,000
Upper Floridian Wells (4) and Well Rehabilitation	\$1,450,000	\$1,450,000
Total Construction Cost	\$7,865,000	\$7,452,000
Contingency (30%)	\$2,360,000	\$2,236,000
Sub Total	\$10,225,000	\$9,688,000
Engineering - Design and Legal (15%)	\$1,534,000	\$1,454,000
TOTAL PROJECT COST	\$11,759,000	\$11,142,000

Table ES-2 – Phased Implementation Plan Summary

Phase / Description of Major Systems	Approximate Implementation Year	Project Cost
Phase 1		
1) Clearwell Roof Rehabilitation 2) Additional Well 3) Deep Injection Well 4) Booster Pump Station 5) Filtration System 6) Chemical Systems 7) Yard Piping 8) RO System 9) RO Building 10) Additional Chemical Systems	2024	\$10,378,000
Phase 2		
1) RO System Addition 2) RO Building Addition 3) New High Service Pump Station 4) Yard Piping	2034	\$2,282,000
TOTAL COST WITH PHASED IMPLEMENTATION		\$12,660,000

Based on the evaluations performed in this PER, McKim & Creed recommends that the Town either begins constructing the proposed RO treatment (either in phases or overall plant) or decommissions the existing WTP and begin utilizing potable water from Pinellas County by the end of calendar year 2020. The recommended schedule would allow either the complete, or the phased approach, to be on-line by the first quarter of 2024.

TOWN OF Belleair

Water Rate Study

Draft Executive Summary / October 14, 2020

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October 14, 2020

Honorable Mayor and Members
of the Town Commission
Town of Belleair
901 Ponce de Leon Boulevard
Belleair, FL 33756

Subject: Water Rate Study

Ladies and Gentlemen:

Raftelis Financial Consultants, Inc. ("Raftelis") has completed our review of the sufficiency of the water user rates (the "Study") for the Town of Belleair, Florida (the "Town"), and has summarized the results in this report for your consideration. This report summarizes the development of identified rate adjustments for water service that are considered necessary, along with other appropriate sources of funds, to meet the projected revenue requirements (expenditure and funding needs for the utility enterprise and referred to as the "revenue requirements") for the accounting period beginning October 1 and ending September 30 (the "Fiscal Year") for Fiscal Years 2020 through 2025 (the "Forecast Period"), the initial rate evaluation period and for a long-term planning period ending Fiscal Year 2035 (the "Study Period").

The most important objective of the Study was to develop proposed utility rates that fully recover the projected water utility revenue requirements in order to maintain sound financial operations and finance the anticipated capital needs of the water system (the "System"). The Town is in the process of evaluating its long-term water supply options, which includes the construction of a new reverse osmosis ("RO") treatment plant. A primary goal of the study is to assure that the System has sufficient funds to not only fully fund the cost of providing service but also to repay the additional debt that will be issued associated with the financing of this project. Other goals and objectives considered in the Study include the following:

- The proposed rates should promote and maintain an acceptable financial position consistent with performance criteria used by credit rating agencies and the utility industry to minimize financial risk. This guideline entails the following in support of promoting a sustainable rate plan:
 - Compliance with the rate covenants in the proposed loan agreements with the Florida Department of Environmental Protection (i.e., State Revolving Fund loan program).
 - Maintenance of adequate operating and capital reserves.
 - Maintenance of ongoing capital reinvestment margins to balance equity and debt financing of capital improvements.
- The proposed rates should be based on fully recovering the identified revenue requirements of the System (i.e., full cost recovery principle).

- To the extent practical, any rate adjustments should be phased in to limit customer "rate shock" (large rate adjustments due to recapturing the effects of inflation and significant capital investment impacting the cost of providing service).
- The proposed rates should be consistent with historical rate structures as appropriate.
- The proposed rates, to the extent practical, should be comparable or competitive with those of neighboring utility systems.

Additionally, the Town is evaluating the option of decommissioning the existing water treatment plant and becoming a retail customer of Pinellas County. A preliminary evaluation of the overall estimated rate impacts of becoming Pinellas County retail water customers were analyzed and compared to the RO treatment plant option.

Following this letter, we have provided an executive summary that provides an overview of the Study results and outlines our recommendations and conclusions. The remainder of the report provides additional details regarding the rate and financial analysis conducted on behalf of the Town.

We appreciate the opportunity to be of service to the Town and would like to thank the Town staff for their valuable assistance and cooperation over the course of this Study.

We appreciate the opportunity to be of service to the Town.

Respectfully submitted,

Raftelis Financial Consultants, Inc.

Robert J. Ori

Executive Vice President

Nick T. Smith, CGFM

Consultant

RJO/nts

Attachments

List of Tables

Table ES-1	Summary of Existing and Identified Water Rates
Table ES-2	Utility System Financial Overview
Table ES-3	Comparison of Monthly Charges for Residential Water Service to Pinellas County
Table 1	Projected System Net Revenue Requirements
Table 2	Projected Operating Expenses
Table 3	Escalation Factors
Table 4	Estimated Multi-Year Capital Improvement Program and Funding Sources
Table 5	Projected Cash Balances by Fund and Interesting Earnings
Table 6	Comparison of Typical Monthly Residential Bills for Water Service
Table 7	Projected Debt Service Coverage

Executive Summary and Recommendations

Executive Summary

The Town of Belleair's (the "Town") water utility system (the "System") provides an essential service on a continuous basis to over 1,500 water customers. Wastewater service is provided by Pinellas County (the "County"), and therefore is not discussed or evaluated in this report. The Town's utility operates in a highly regulated environment. Regulatory agencies for the utility include the Florida Department of Environmental Protection ("FDEP") and the Southwest Florida Water Management District ("SWFWMD") and permits issued through these regulatory agencies require satisfactory operating performance.

The Town's System is established as a utility enterprise fund. As such, the System should have revenues equal to the costs of the services provided, and the Town should attempt to establish rates that are always sufficient to cover the cost of operating, maintaining, repairing, and financing the System (referred to as the "revenue requirements"). According to the Governmental Accounting Standards Board:

Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that costs of providing services to the general public on a continuing basis should be financed or recovered primarily through user charges.

General accounting policies and prudent utility management recommend that the System have revenues (financial resources) at least equal to the costs of providing services by the System.

To help ensure that water rates on a prospective basis will be sufficient to recover the cost of operating, maintaining, and repairing, the System and meeting anticipated rate covenants associated with the financing of the System capital improvements, the Town retained Raftelis Financial Consultants, Inc. ("Raftelis") to perform a review of the sufficiency of the water user rates to meet such requirements (the "Study"). The current Study includes a multi-year projection of the System revenue requirements (i.e., the projected expenditures and funding needs of the System) and the determination of the ability of the rate revenues to fund such needs (referred to as the "revenue sufficiency evaluation"). Specifically, Raftelis was tasked to: i) provide a projection of the revenue requirements for the System for the accounting period beginning October 1 and ending September 30 (the "Fiscal Year") for Fiscal Years 2020 through 2025 (the "Forecast Period"), the initial rate evaluation period, and for a long-term planning period ending Fiscal Year 2035 (the "Study Period"); and ii) provide a projection of future annual rate adjustments considered necessary to fund the projected revenue requirements through the end of the Forecast Period and estimated for the Study Period for the Town's consideration.

Based on the assumptions and analyses reflected in this report, which should be read in its entirety, it is projected that the current water rates of the System will not be sufficient to meet projected revenue requirements identified for the Study Period. Based on our studies and evaluations, additional rate adjustments are projected to be required to fully fund the identified revenue requirements of the System.

The primary reasons for the identified rate adjustments include:

1. Providing sufficient revenues to fund the capital improvement program ("CIP") of the System. As identified by the Town's consulting engineer in the *Reverse Osmosis WTP Preliminary Engineering Report* ("PER"), there exists a need to replace the existing water treatment facilities. The proposed reverse

osmosis ("RO") water treatment plant is estimated to require funding of approximately \$11.8 million if the entire project is completed at once. However, a phased approach to the capital plan was developed by the Town's consulting engineers and which results in an estimated capital funding need of approximately \$16.1 million (engineering estimates adjusted for inflation). The phased approach has been recognized in the Study to allow rates to be adjusted over time and to avoid rate shock to the extent possible. The remainder of the CIP consists of allowances for other departmental capital such as meters and other water distribution improvements. The projected funding of the capital program during the Study Period is summarized as follows:

Projected Funding Sources for Multi-Year CIP [*]		
Description	Amount	Percent
Identified Capital Improvements	\$17,623,887	
Assumed Funding Sources:		
Rate Revenues (annual operations)	\$1,487,866	8.5%
Operating Reserves	4,024,584	22.8%
State Revolving Fund ("SRF")		
Loans (Three loans)	12,111,437	68.7%
Total Funding Sources	\$17,632,887	100.0%

[*] Amounts derived from Table 4 at the end of this report.

2. Continuing to fund the costs of operations. Operating expenses are projected to continue to increase during the Study Period due to, among other things, the following:
 - a. Continued inflationary effects on the costs of electricity, chemicals, fuel, and other major expenditures for the utility as part of the normal cost of operations;
 - b. Increased labor costs, including additional personnel anticipated to be required to operate the proposed RO water treatment plant; and
 - c. Incremental increases to operating expenses, in addition to the cost of additional personnel, related to the implementation and bringing into service the capital improvements at the proposed RO treatment plant (e.g., increased electrical costs).

The Congressional Budget Office has projected the national consumer price index ("CPI") to increase by approximately 1.8% per year during the Study Period based on projections published as of July 2020.

3. The need to maintain appropriate debt service coverage ratios, adequate operating margins, and reserves to maintain the financial condition of the System reduce the overall financial risk to the utility and the ability to repay the allocated debt of the System. A minimum debt service coverage requirement of 115% was recognized to maintain compliance with terms of an loan agreement to be entered into associated with the financing of the RO water treatment plant through low-interest loans secured with the State Revolving Fund (SRF) loan program as administered by the FDEP. Additionally, in the development of the revenue requirements, certain financial targets or benchmarks were recognized which promotes the long-term sustainability of rates. Raftelis has recognized minimum cash reserve balances of \$450,000 within the water fund based on Town policy and a target cash or reserve balances equal to 120 days of rate revenue for working capital (operating reserves)

For the Town's water system, this Study recognizes the following annual rate revenue adjustments:

Summary of Recognized Annual Rate Revenue Adjustments [1]		
Fiscal Year	Water Revenue Adjustments	Effective Monthly Increase for Typical Residential Customer [2]
For the Forecast Period		
2021	0.00%	\$0.00
2022	7.00%	4.23
2023	7.00%	4.51
2024	7.00%	4.80
2025	7.00%	5.15
For the Remainder of the Study Period		
2026	7.00%	\$5.51
2027	7.00%	5.87
2028	7.00%	6.34
2029	4.25%	4.11
2030	4.25%	4.24
2031	4.25%	4.44
2032	4.25%	4.60
2033	4.25%	4.87
2034	4.25%	5.03
2035	4.25%	5.24

[1] The presentation of the revenue sufficiency analysis and results in the report assume that the rate adjustments shown above become effective on October 1 (beginning) of each Fiscal Year.

[2] Typical monthly residential bill assumed to require a billed water flow of 10,000 gallons.

We recommend that the Town perform annual rate reviews to ensure that the user rates are still sufficient given possible changes in economic conditions, customer usage trends, regulatory requirements, etc.

The Town's existing water rates are competitive with those of neighboring Florida utilities. A comparison of bills under the Town's existing water system rates with those of surveyed neighboring utilities is summarized as follows:

Residential Water Service – Monthly Billed Flow (Gallons) [1]							
Description	0	2,000	5,000	10,000 [3]	15,000	20,000	50,000
Town of Belleair: [2]							
Existing FY 2020	\$12.99	\$16.89	\$27.31	\$59.91	\$92.51	\$125.11	\$353.21
Utility Survey: [2]							
Survey Average	\$14.51	\$20.89	\$30.98	\$73.43	\$118.49	\$167.86	\$542.68
Minimum	6.80	16.29	25.11	58.10	83.75	109.40	391.55
Maximum	23.16	31.14	39.66	98.16	174.88	266.93	1,064.63

[1] The detailed survey can be found in Table 6 at the end of this report.

[2] Based on a survey of 11 neighboring utilities as discussed in this report and reflect rates that are currently in effect as of July 2020; with the majority of the utilities providing rates that have a base and volumetric or flow charge). The rates reflected in the development of the utility survey have not been adjusted for any possible or approved rate adjustments anticipated for the Fiscal Year 2021 or beyond; several utilities included in the survey are anticipating an increase in rates for 2021 through the application of a price index or as identified through a rate study process.

[3] 10,000 gallons represents the average monthly usage level for the typical residential customer.

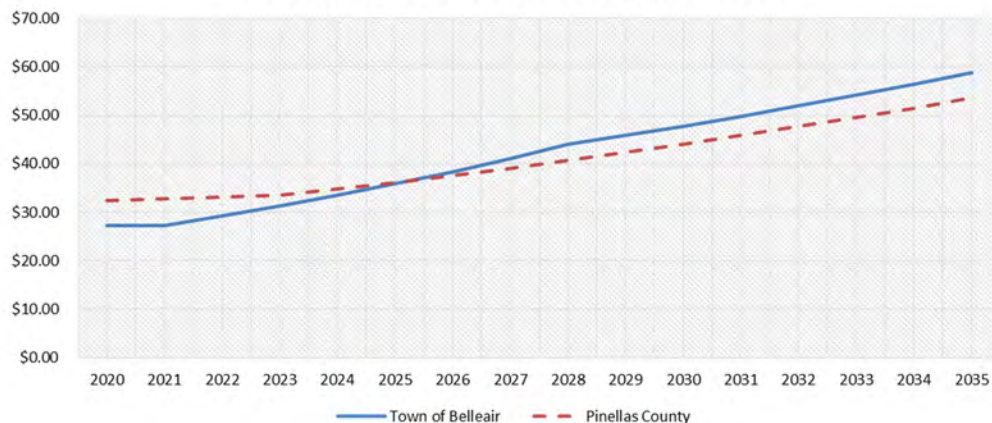
Table ES-2 at the end of this executive summary provides a graphical overview of the projected System financial results assuming the acceptance and implementation of the proposed rate adjustments by the Town (the "management dashboard"). This table indicates the following for all projected Fiscal Years, assuming the identified user rate adjustments for all Fiscal Years are implemented:

1. Maintenance of adequate debt service coverage.
2. Maintenance of adequate operating reserves (liquidity).
3. Maintenance of adequate net revenue margins necessary for debt repayment and capital reinvestment.

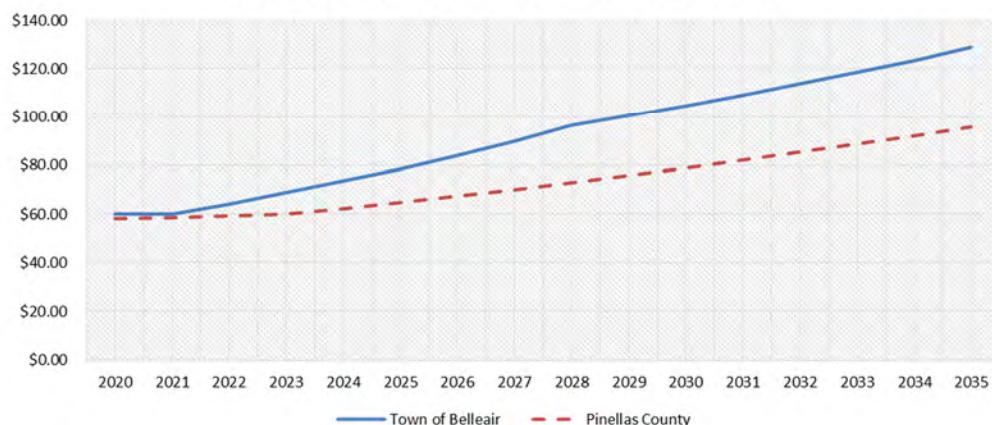
Based on the assumptions relied upon in the preparation of the financial forecast and assuming the implementation of the identified revenue adjustments and the projections as contained herein, the utility should remain in a positive financial position throughout the Study Period.

As previously mentioned, the Town is also evaluating the option of receiving retail water service from Pinellas County. Under this option the Town would no longer provide water service and existing Town water customers would become retail customers of and be charged the County's rates for service. Below are comparisons of the Town's rates, based on the identified rate adjustments, to the County's estimated rates. The comparisons represent residential water bills at 5,000 and 10,000 gallons of usage.

Residential Bill Comparison at 5,000 Gallons



Residential Bill Comparison at 10,000 Gallons



As can be seen on the charts above and based on our preliminary analysis, the Town's monthly water rates are estimated to produce bills that may be higher than the bills assumed to be incurred through the application of the County's water rates.

Conclusions and Recommendations

Based on our studies, assumptions, considerations, and analyses as summarized herein, we are of the opinion that:

1. The Town's revenues under existing rates are not anticipated to recover the projected System revenue requirements for the Forecast Period ending Fiscal Year 2025 and for the Study Period ending 2035.
2. The Town should consider implementing the water rate adjustments identified for the Forecast Period which are anticipated to meet the projected revenue requirements of the System. The revenue requirements are based on the Town's estimated cash expenditure and funding needs and reflect the cost of operations, the financing of capital improvements, the payment of debt service on the Town's existing and anticipated utility indebtedness, and the maintenance of adequate operating reserves for the System.
3. It is projected that the Town's rates may need to be increased beyond the Forecast Period to fully fund the construction of the new RO water treatment plant based on the estimates as contained in the PER.
4. The implementation of the identified rates as reflected in the Study are projected to be adequate to meet the rate covenant requirements (e.g., debt service coverage) of the Town's outstanding and anticipated utility indebtedness.
5. The Town should perform annual rate reviews to ensure that the user rates are still sufficient given possible changes in economic conditions, the capital plan, customer usage trends, regulatory requirements, etc.

TABLES

Table ES-1

**Town of Belleair, Florida
Water Rate Study**

Summary of Existing and Identified Water Rates

Line No.	Description	Existing	Projected Fiscal Year Ending September 30,														
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	Identified Rate Adjustments		0.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
Water System																	
Base Charges																	
2	Residential	\$12.99	\$12.99	\$13.90	\$14.87	\$15.91	\$17.02	\$18.21	\$19.48	\$20.84	\$21.73	\$22.65	\$23.61	\$24.61	\$25.66	\$26.75	\$27.89
3	Commercial	25.98	25.98	27.80	29.75	31.83	34.06	36.44	38.99	41.72	43.49	45.34	47.27	49.28	51.37	53.55	55.83
Usage Charges (per 1,000 Gallons)																	
Residential																	
4	Tier 1 (1,000 - 4,000)	\$1.95	\$1.95	\$2.09	\$2.24	\$2.40	\$2.57	\$2.75	\$2.94	\$3.15	\$3.28	\$3.42	\$3.57	\$3.72	\$3.88	\$4.04	\$4.21
5	Tier 2 (4,001 - 25,000)	6.52	6.52	6.98	7.47	7.99	8.55	9.15	9.79	10.48	10.93	11.39	11.87	12.37	12.90	13.45	14.02
6	Tier 3 (Above 25,000)	7.82	7.82	8.37	8.96	9.59	10.26	10.98	11.75	12.57	13.10	13.66	14.24	14.85	15.48	16.14	16.83
7	Multi-Meter (per additional meter)	3.48	3.48	3.72	3.98	4.26	4.56	4.88	5.22	5.59	5.83	6.08	6.34	6.61	6.89	7.18	7.49
Commercial																	
8	Tier 1 (1,000 - 25,000)	\$6.52	\$6.52	\$6.98	\$7.47	\$7.99	\$8.55	\$9.15	\$9.79	\$10.48	\$10.93	\$11.39	\$11.87	\$12.37	\$12.90	\$13.45	\$14.02
9	Tier 2 (Above 25,000)	7.82	7.82	8.37	8.96	9.59	10.26	10.98	11.75	12.57	13.10	13.66	14.24	14.85	15.48	16.14	16.83
10	Multi-Meter (per additional meter)	3.48	3.48	3.72	3.98	4.26	4.56	4.88	5.22	5.59	5.83	6.08	6.34	6.61	6.89	7.18	7.49



Table ES-2
Town of Belleair, Florida
Water Rate Study
Utility System Financial Overview



	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Fiscal Year Ending September 30,																
CURRENT YEAR REVENUE ADJUSTMENTS																
Water System Rate Revenue Adjustments	0.00%	0.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
Effective Months	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Residential Rates																
Base Charge	\$12.99	\$12.99	\$13.90	\$14.87	\$15.91	\$17.02	\$18.21	\$19.48	\$20.84	\$21.73	\$22.65	\$23.61	\$24.61	\$25.66	\$26.75	\$27.89
Tier 1 Usage Charge	\$1.95	\$1.95	\$2.09	\$2.24	\$2.40	\$2.57	\$2.75	\$2.94	\$3.15	\$3.28	\$3.42	\$3.57	\$3.72	\$3.88	\$4.04	\$4.21
Tier 2 Usage Charge	\$6.52	\$6.52	\$6.98	\$7.47	\$7.99	\$8.55	\$9.15	\$9.79	\$10.48	\$10.93	\$11.39	\$11.87	\$12.37	\$12.90	\$13.45	\$14.02
Tier 3 Usage Charge	\$7.82	\$7.82	\$8.37	\$8.96	\$9.59	\$10.26	\$10.98	\$11.75	\$12.57	\$13.10	\$13.66	\$14.24	\$14.85	\$15.48	\$16.14	\$16.83
Residential Bill (5,000 Gallons)	\$27.31	\$27.31	\$29.24	\$31.30	\$33.50	\$35.85	\$38.36	\$41.03	\$43.92	\$45.78	\$47.72	\$49.76	\$51.86	\$54.08	\$56.36	\$58.75
Residential Bill (10,000 Gallons)	\$59.91	\$59.91	\$64.14	\$68.65	\$73.45	\$78.60	\$84.11	\$89.98	\$96.32	\$100.43	\$104.67	\$109.11	\$113.71	\$118.58	\$123.61	\$128.85
Unrestricted Cash Position - End of Year -Working Capital	\$2,441,357	\$1,398,381	\$1,886,233	\$567,271	\$865,395	\$1,258,726	\$1,757,758	\$1,039,546	\$1,114,495	\$1,224,477	\$1,371,369	\$1,597,076	\$1,798,437	\$2,107,966	\$2,361,945	\$2,478,900
Debt Service Coverage- Junior	0%	0%	0%	0%	286%	332%	382%	232%	132%	139%	146%	154%	149%	170%	160%	125%
Debt Service Coverage- All-in	1292%	1149%	1448%	1218%	240%	279%	321%	195%	123%	129%	136%	154%	149%	170%	160%	125%

Figure ES-1. Revenue Requirements

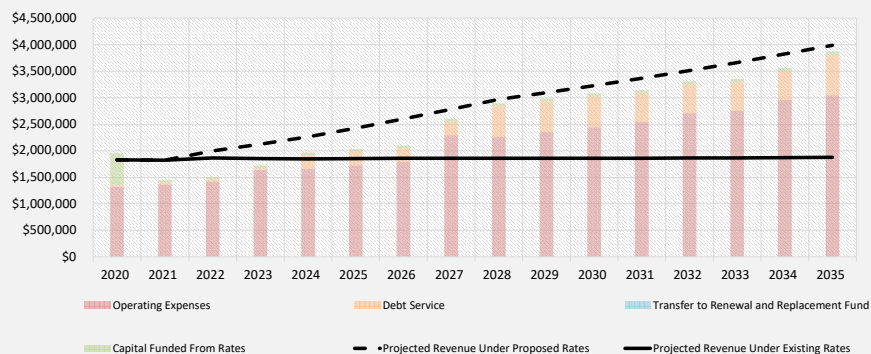


Figure ES-2. Ending Cash Balance - Operating Fund

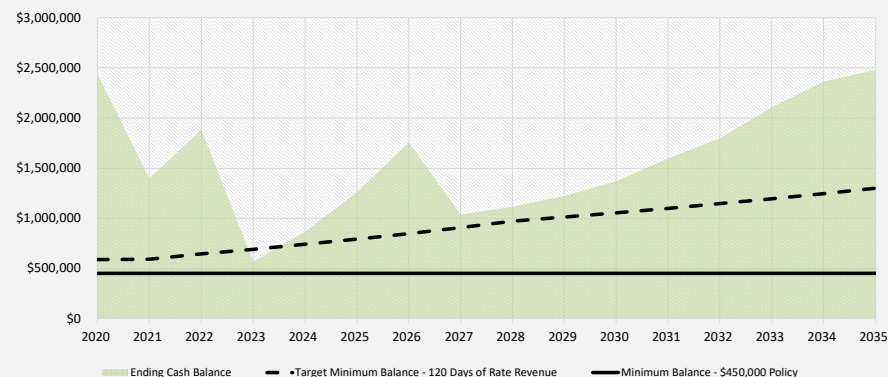


Figure ES-3. Capital Improvement Program Projected Funding Sources (Total CIP = \$17,623,887)

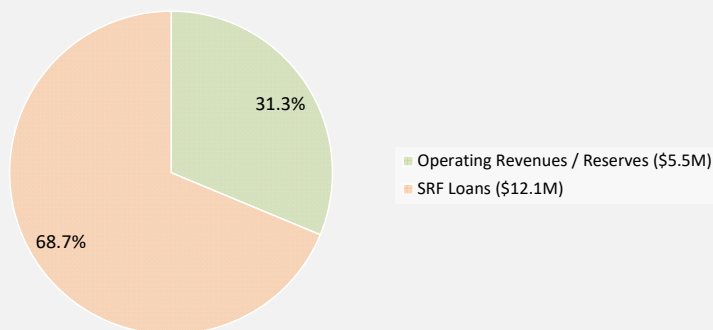


Figure ES-4. Capital Improvement Program Spending Curve

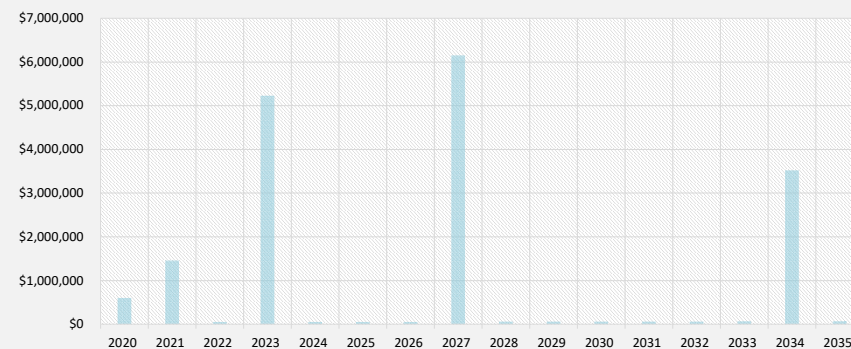




Table ES-2
Town of Belleair, Florida
Water Rate Study
Utility System Financial Overview



	Fiscal Year Ending September 30,															
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
CURRENT YEAR REVENUE ADJUSTMENTS																
Water System Rate Revenue Adjustments	0.00%	0.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
Effective Months	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Residential Rates																
Base Charge	\$12.99	\$12.99	\$13.90	\$14.87	\$15.91	\$17.02	\$18.21	\$19.48	\$20.84	\$21.73	\$22.65	\$23.61	\$24.61	\$25.66	\$26.75	\$27.89
Tier 1 Usage Charge	\$1.95	\$1.95	\$2.09	\$2.24	\$2.40	\$2.57	\$2.75	\$2.94	\$3.15	\$3.28	\$3.42	\$3.57	\$3.72	\$3.88	\$4.04	\$4.21
Tier 2 Usage Charge	\$6.52	\$6.52	\$6.98	\$7.47	\$7.99	\$8.55	\$9.15	\$9.79	\$10.48	\$10.93	\$11.39	\$11.87	\$12.37	\$12.90	\$13.45	\$14.02
Tier 3 Usage Charge	\$7.82	\$7.82	\$8.37	\$8.96	\$9.59	\$10.26	\$10.98	\$11.75	\$12.57	\$13.10	\$13.66	\$14.24	\$14.85	\$15.48	\$16.14	\$16.83
Residential Bill (5,000 Gallons)	\$27.31	\$27.31	\$29.24	\$31.30	\$33.50	\$35.85	\$38.36	\$41.03	\$43.92	\$45.78	\$47.72	\$49.76	\$51.86	\$54.08	\$56.36	\$58.75
Residential Bill (10,000 Gallons)	\$59.91	\$59.91	\$64.14	\$68.65	\$73.45	\$78.60	\$84.11	\$89.98	\$96.32	\$100.43	\$104.67	\$109.11	\$113.71	\$118.58	\$123.61	\$128.85
Unrestricted Cash Position - End of Year -Working Capital	\$2,441,357	\$1,398,381	\$1,886,233	\$567,271	\$865,395	\$1,258,726	\$1,757,758	\$1,039,546	\$1,114,495	\$1,224,477	\$1,371,369	\$1,597,076	\$1,798,437	\$2,107,966	\$2,361,945	\$2,478,900
Debt Service Coverage- Junior	0%	0%	0%	0%	286%	332%	382%	232%	132%	139%	146%	154%	149%	170%	160%	125%
Debt Service Coverage- All-in	1292%	1149%	1448%	1218%	240%	279%	321%	195%	123%	129%	136%	154%	149%	170%	160%	125%

Figure ES-5. Debt to Net Plant Investment

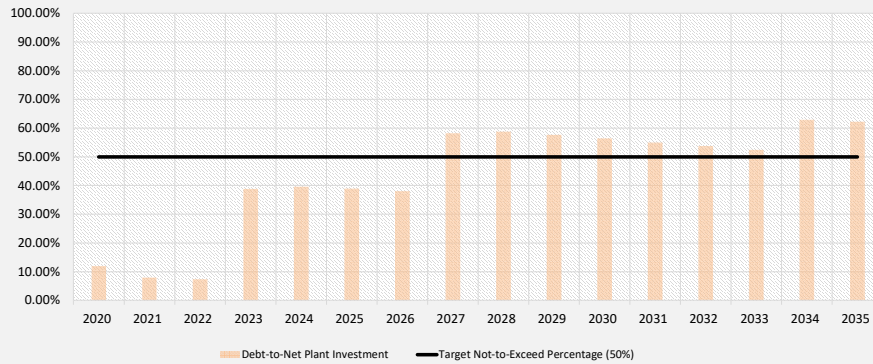


Figure ES-6. Free Cash Flow to Depreciation

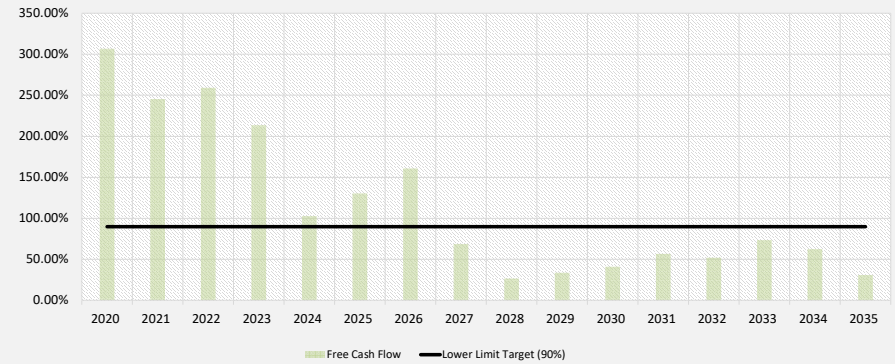


Figure ES-7. Net Revenue Margin

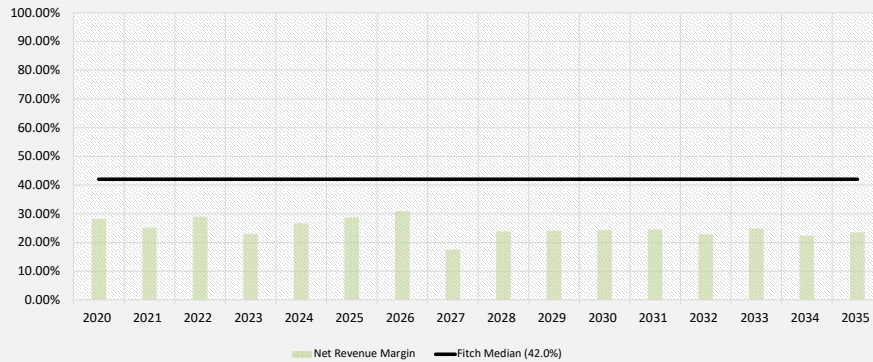


Figure ES-8. Total Existing and Projected Debt Outstanding - Start of Year

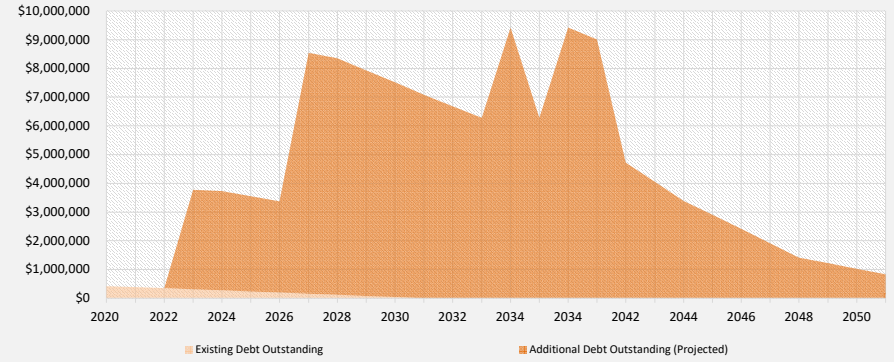




Table ES-2
Town of Belleair, Florida
Water Rate Study



Utility System Financial Overview

	2020	2021	2022	2023	2024	2025	2026	Fiscal Year Ending September 30,		2027	2028	2029	2030	2031	2032	2033	2034	2035
CURRENT YEAR REVENUE ADJUSTMENTS																		
Water System Rate Revenue Adjustments	0.00%	0.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
Effective Months	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Residential Rates																		
Base Charge	\$12.99	\$12.99	\$13.90	\$14.87	\$15.91	\$17.02	\$18.21	\$19.48	\$20.84	\$21.73	\$22.65	\$23.61	\$24.61	\$25.66	\$26.75	\$27.89		
Tier 1 Usage Charge	\$1.95	\$1.95	\$2.09	\$2.24	\$2.40	\$2.57	\$2.75	\$2.94	\$3.15	\$3.28	\$3.42	\$3.57	\$3.72	\$3.88	\$4.04	\$4.21		
Tier 2 Usage Charge	\$6.52	\$6.52	\$6.98	\$7.47	\$7.99	\$8.55	\$9.15	\$9.79	\$10.48	\$10.93	\$11.39	\$11.87	\$12.37	\$12.90	\$13.45	\$14.02		
Tier 3 Usage Charge	\$7.82	\$7.82	\$8.37	\$8.96	\$9.59	\$10.26	\$10.98	\$11.75	\$12.57	\$13.10	\$13.66	\$14.24	\$14.85	\$15.48	\$16.14	\$16.83		
Residential Bill (5,000 Gallons)	\$27.31	\$27.31	\$29.24	\$31.30	\$33.50	\$35.85	\$38.36	\$41.03	\$43.92	\$45.78	\$47.72	\$49.76	\$51.86	\$54.08	\$56.36	\$58.75		
Residential Bill (10,000 Gallons)	\$59.91	\$59.91	\$64.14	\$68.65	\$73.45	\$78.60	\$84.11	\$89.98	\$96.32	\$100.43	\$104.67	\$109.11	\$113.71	\$118.58	\$123.61	\$128.85		
Unrestricted Cash Position - End of Year -Working Capital	\$2,441,357	\$1,398,381	\$1,886,233	\$567,271	\$865,395	\$1,258,726	\$1,757,758	\$1,039,546	\$1,114,495	\$1,224,477	\$1,371,369	\$1,597,076	\$1,798,437	\$2,107,966	\$2,361,945	\$2,478,900		
Debt Service Coverage- Junior	0%	0%	0%	0%	286%	332%	382%	232%	132%	139%	146%	154%	149%	170%	160%	125%		
Debt Service Coverage- All-in	1292%	1149%	1448%	1218%	240%	279%	321%	195%	123%	129%	136%	154%	149%	170%	160%	125%		

Figure ES-9. Projected Subordinate Lien Debt Service Coverage

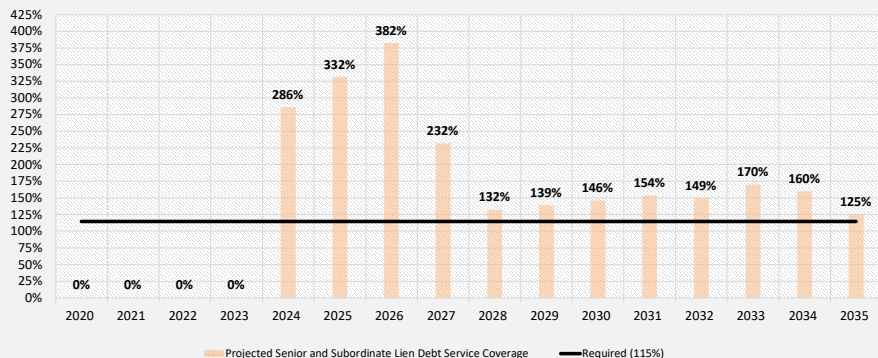


Figure ES-10. Projected All-In Debt Service Coverage

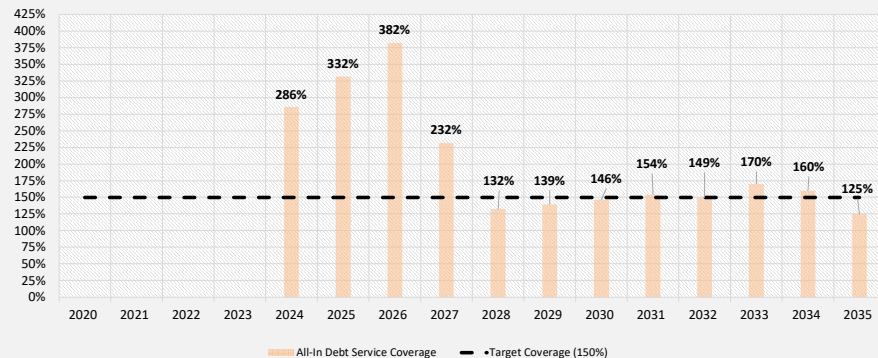


Figure ES-11. Comparison of Monthly Charges for Residential Water Service for Customers Using 5,000 Gallons per Month

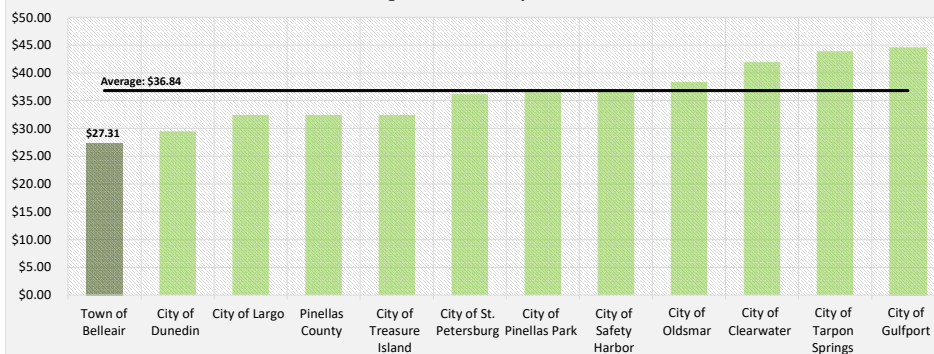


Figure ES-12. Comparison of Monthly Charges for Residential Water Service for Customers Using 10,000 Gallons per Month

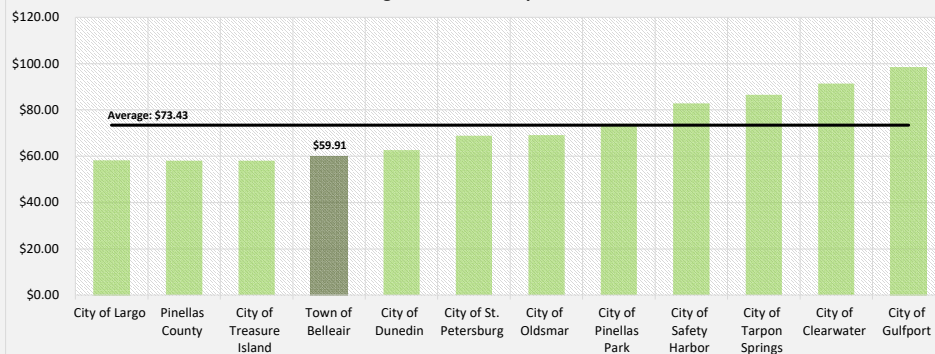


Table ES-3

**Town of Belleair, Florida
Water Rate Study**

Comparison of Typical Monthly Residential Bills for Water Service to Pinellas County

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter										
		0 Gallons	2,000 Gallons	4,000 Gallons	5,000 Gallons	7,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons	50,000 Gallons	75,000 Gallons	100,000 Gallons
Town of Belleair												
1	2020	\$12.99	\$16.89	\$20.79	\$27.31	\$40.35	\$59.91	\$92.51	\$125.11	\$353.21	\$548.71	\$744.21
2	2021	12.99	16.89	20.79	27.31	40.35	59.91	92.51	125.11	353.21	548.71	744.21
3	2022	13.90	18.08	22.26	29.24	43.20	64.14	99.04	133.94	378.09	587.34	796.59
4	2023	14.87	19.35	23.83	31.30	46.24	68.65	106.00	143.35	404.70	628.70	852.70
5	2024	15.91	20.71	25.51	33.50	49.48	73.45	113.40	153.35	433.05	672.80	912.55
6	2025	17.02	22.16	27.30	35.85	52.95	78.60	121.35	164.10	463.35	719.85	976.35
7	2026	18.21	23.71	29.21	38.36	56.66	84.11	129.86	175.61	495.86	770.36	1,044.86
8	2027	19.48	25.36	31.24	41.03	60.61	89.98	138.93	187.88	530.58	824.33	1,118.08
9	2028	20.84	27.14	33.44	43.92	64.88	96.32	148.72	201.12	567.77	882.02	1,196.27
10	2029	21.73	28.29	34.85	45.78	67.64	100.43	155.08	209.73	591.88	919.38	1,246.88
11	2030	22.65	29.49	36.33	47.72	70.50	104.67	161.62	218.57	617.02	958.52	1,300.02
12	2031	23.61	30.75	37.89	49.76	73.50	109.11	168.46	227.81	643.16	999.16	1,355.16
13	2032	24.61	32.05	39.49	51.86	76.60	113.71	175.56	237.41	670.51	1,041.76	1,413.01
14	2033	25.66	33.42	41.18	54.08	79.88	118.58	183.08	247.58	699.08	1,086.08	1,473.08
15	2034	26.75	34.83	42.91	56.36	83.26	123.61	190.86	258.11	728.86	1,132.36	1,535.86
16	2035	27.89	36.31	44.73	58.75	86.79	128.85	198.95	269.05	759.90	1,180.65	1,601.40
Pinellas County												
17	2020	6.80	17.06	27.32	32.45	42.71	58.10	83.75	109.40	263.30	391.55	519.80
18	2021	6.87	17.23	27.59	32.77	43.13	58.67	84.57	110.47	265.87	395.37	524.87
19	2022	6.94	17.40	27.86	33.09	43.55	59.24	85.39	111.54	268.44	399.19	529.94
20	2023	7.01	17.57	28.13	33.41	43.97	59.81	86.21	112.61	271.01	403.01	535.01
21	2024	7.29	18.27	29.25	34.74	45.72	62.19	89.64	117.09	281.79	419.04	556.29
22	2025	7.58	19.00	30.42	36.13	47.55	64.68	93.23	121.78	293.08	435.83	578.58
23	2026	7.88	19.76	31.64	37.58	49.46	67.28	96.98	126.68	304.88	453.38	601.88
24	2027	8.20	20.56	32.92	39.10	51.46	70.00	100.90	131.80	317.20	471.70	626.20
25	2028	8.53	21.39	34.25	40.68	53.54	72.83	104.98	137.13	330.03	490.78	651.53
26	2029	8.87	22.25	35.63	42.32	55.70	75.77	109.22	142.67	343.37	510.62	677.87
27	2030	9.22	23.14	37.06	44.02	57.94	78.82	113.62	148.42	357.22	531.22	705.22
28	2031	9.59	24.07	38.55	45.79	60.27	81.99	118.19	154.39	371.59	552.59	733.59
29	2032	9.97	25.03	40.09	47.62	62.68	85.27	122.92	160.57	386.47	574.72	762.97
30	2033	10.37	26.03	41.69	49.52	65.18	88.67	127.82	166.97	401.87	597.62	793.37
31	2034	10.78	27.06	43.34	51.48	67.76	92.18	132.88	173.58	417.78	621.28	824.78
32	2035	11.21	28.15	45.09	53.56	70.50	95.91	138.26	180.61	434.71	646.46	858.21

Table 1

Town of Belleair, Florida
Water Rate Study

Projected System Net Revenue Requirements

Line No.	Description	Fiscal Year Ending September 30,															
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Operating Expenses:																
1	Total Operating Expenses	\$1,314,948	\$1,363,157	\$1,416,042	\$1,634,537	\$1,661,799	\$1,726,924	\$1,794,807	\$2,292,579	\$2,261,573	\$2,351,739	\$2,445,818	\$2,543,958	\$2,712,114	\$2,753,355	\$2,965,922	\$3,049,701
	Other Revenue Requirements:																
	Debt Service																
	SRF Loans																
2	2023 SRF Loan Issue	\$0	\$0	\$0	\$0	\$210,779	\$210,779	\$210,779	\$210,779	\$210,779	\$210,779	\$210,779	\$210,779	\$210,779	\$210,779	\$210,779	\$210,779
3	2027 SRF Loan Issue	0	0	0	0	0	0	0	0	326,186	326,186	326,186	326,186	326,186	326,186	326,186	326,186
4	2034 SRF Loan Issue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	216,887
	Subordinate Lien																
5	Interfund Loan - General Fund	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	0	0	0	0	0
6	Total Debt Service	\$40,000	\$40,000	\$40,000	\$40,000	\$250,779	\$250,779	\$250,779	\$250,779	\$576,966	\$576,966	\$576,966	\$536,966	\$536,966	\$536,966	\$536,966	\$753,853
	Other Miscellaneous Revenue Requirements:																
7	Departmental Capital Funded from Rate Revenues	\$603,066	\$50,450	\$51,300	\$52,400	\$53,550	\$54,800	\$56,050	\$57,350	\$58,650	\$60,000	\$61,400	\$62,800	\$64,250	\$65,750	\$67,250	\$68,800
8	Total Other Miscellaneous Revenue Requirements	\$603,066	\$50,450	\$51,300	\$52,400	\$53,550	\$54,800	\$56,050	\$57,350	\$58,650	\$60,000	\$61,400	\$62,800	\$64,250	\$65,750	\$67,250	\$68,800
9	Gross Revenue Requirements	\$1,958,014	\$1,453,607	\$1,507,342	\$1,726,937	\$1,966,128	\$2,032,503	\$2,101,636	\$2,600,709	\$2,897,189	\$2,988,705	\$3,084,183	\$3,143,724	\$3,313,330	\$3,356,071	\$3,570,138	\$3,872,354
	Less Other Income and Funds from Other Sources:																
10	Unrestricted Interest Earnings	\$32,100	\$21,700	\$17,500	\$12,900	\$7,800	\$11,500	\$16,400	\$17,100	\$14,700	\$15,600	\$17,000	\$18,800	\$21,700	\$24,200	\$28,000	\$31,900
11	Other Revenues	6,600	2,511	7,694	1,000	1,000	1,000	2,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
12	Total Other Income	\$38,700	\$24,211	\$25,194	\$13,900	\$8,800	\$12,500	\$18,400	\$18,100	\$15,700	\$16,600	\$18,000	\$19,800	\$22,700	\$25,200	\$29,000	\$32,900
13	Total Net Revenue Requirements	\$1,919,314	\$1,429,396	\$1,482,148	\$1,713,037	\$1,957,328	\$2,020,003	\$2,083,236	\$2,582,609	\$2,881,489	\$2,972,105	\$3,066,183	\$3,123,924	\$3,290,630	\$3,330,871	\$3,541,138	\$3,839,454
14	Revenue Under Existing Rates	\$1,793,006	\$1,798,550	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121
15	Prior Year Rate Adjustments	0	0	0	128,878	266,778	414,331	572,213	741,146	921,905	1,115,317	1,240,966	1,371,954	1,508,510	1,650,869	1,799,279	1,953,996
16	Total Applicable Rate Revenue	\$1,793,006	\$1,798,550	\$1,841,121	\$1,969,999	\$2,107,899	\$2,255,452	\$2,413,334	\$2,582,267	\$2,763,026	\$2,956,438	\$3,082,087	\$3,213,075	\$3,349,631	\$3,491,990	\$3,640,400	\$3,795,117
17	Rate Adjustments	0.00%	0.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
18	Effective Months	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
19	Percent of Current Year Effective	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
20	Revenue From Current Rate Adjustment	\$0	\$0	\$128,878	\$137,900	\$147,553	\$157,882	\$168,933	\$180,759	\$193,412	\$125,649	\$130,989	\$136,556	\$142,359	\$148,410	\$154,717	\$161,292
21	Total Rate Revenue	\$1,793,006	\$1,798,550	\$1,969,999	\$2,107,899	\$2,255,452	\$2,413,334	\$2,582,267	\$2,763,026	\$2,956,438	\$3,082,087	\$3,213,075	\$3,349,631	\$3,491,990	\$3,640,400	\$3,795,117	\$3,956,409
	Revenue Surplus/(Deficiency) Under Proposed Rates																
22	Amount	(\$126,308)	\$369,154	\$487,852	\$394,862	\$298,124	\$393,331	\$499,032	\$180,418	\$74,949	\$109,982	\$146,892	\$225,707	\$201,361	\$309,529	\$253,979	\$116,955
23	% Rate Increase	(7.04%)	20.53%	24.76%	18.73%	13.22%	16.30%	19.33%	6.53%	2.54%	3.57%	4.57%	6.74%	5.77%	8.50%	6.69%	2.96%

Table 2
Town of Belleair, Florida
Water Rate Study
Projected Operating Expenses

No.	Code	Description	Adjusted	Escalation	Fiscal Year Ending September 30.														
			2020	Reference	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Generation - 610																			
Personnel																			
1	51200	Salaries	\$53,200	Labor	\$55,328	\$57,541	\$59,843	\$62,236	\$64,726	\$67,315	\$70,008	\$72,808	\$75,720	\$78,749	\$81,899	\$85,175	\$88,582	\$92,125	\$95,810
2	51201	Part-time Salaries	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	51210	Unused Medical	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	51400	Overtime	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	51500	Sick Leave	800	Labor	832	865	900	936	973	1,012	1,053	1,095	1,139	1,184	1,232	1,281	1,332	1,385	1,441
6	52100	FICA	4,050	Labor	4,212	4,380	4,556	4,738	4,927	5,125	5,330	5,543	5,764	5,995	6,235	6,484	6,744	7,013	7,294
7	52200	Retirement - 401K General Pension	4,750	Labor	4,940	5,138	5,343	5,557	5,779	6,010	6,251	6,501	6,761	7,031	7,312	7,605	7,909	8,225	8,554
8	52300	Life/Hosp. Insurance	12,300	MedIns	13,161	14,082	15,068	16,123	17,251	18,459	19,751	21,134	22,613	24,196	25,890	27,702	29,641	31,716	33,936
9	52301	Medical Benefit	1,450	MedIns	1,552	1,660	1,776	1,901	2,034	2,176	2,328	2,491	2,666	2,852	3,052	3,266	3,494	3,739	4,001
10	53100	Physical Exams	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	AddPer	Additional Personnel	0	Calculated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12		Subtotal	\$76,550		\$80,025	\$83,667	\$87,486	\$91,491	\$95,691	\$100,097	\$104,720	\$109,571	\$114,663	\$120,008	\$125,619	\$131,512	\$137,702	\$144,204	\$151,036
Operating																			
13	53151	Professional Services	\$11,500	Inflation	\$11,604	\$11,801	\$12,049	\$12,314	\$12,597	\$12,887	\$13,183	\$13,486	\$13,796	\$14,114	\$14,438	\$14,770	\$15,110	\$15,458	\$15,813
14	54000	Travel & Per Diem	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	54100	Telephone	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	54200	Postage	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17	54300	Electricity	0	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	54301	Water	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	54302	Sanitation	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	54303	Sewer	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	54315	Energy-Street Light	0	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	54400	Equip. Rental	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	54614	Drainage	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	54620	Maintenance - Vehicle	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	54630	Maintenance - Building	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	54670	Maintment - Equipment	1,000	Repair	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
27	54900	Ordinance Codes	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	55100	Office Supplies	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29	55210	Operating Supplies	2,000	Inflation	2,018	2,052	2,095	2,142	2,191	2,241	2,293	2,345	2,399	2,455	2,511	2,569	2,628	2,688	2,750
30	55213	Meter Replacement	10,000	Repair	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439	13,842	14,258	14,685	15,126	15,580
31	55214	Meter Replacement	4,250	Repair	4,378	4,509	4,644	4,783	4,927	5,075	5,227	5,384	5,545	5,712	5,883	6,059	6,241	6,429	6,621
32	55220	Gasoline & Oil	0	Gas	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	55221	Tools	800	Inflation	807	821	838	857	876	896	917	938	960	982	1,004	1,028	1,051	1,075	1,100
34	55230	Chemicals	0	Chemicals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	55240	Uniforms	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36	55260	Protective Clothing	700	Inflation	706	718	733	750	767	784	802	821	840	859	879	899	920	941	963
37	55410	Memberships	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38	55420	Training, Aids	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	56405	Computer System	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40	57301	Miscellaneous	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	59200	Repay Loan to General Fund	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42		Subtotal	\$30,250		\$30,843	\$31,571	\$32,380	\$33,225	\$34,110	\$35,018	\$35,951	\$36,909	\$37,893	\$38,904	\$39,942	\$41,009	\$42,104	\$43,229	\$44,385
Capital																			
43	58101	Capital Purchase	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
44	59900	Depreciation	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees																			
46	58001	Transfer of Reserves	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
47	59904	Support Service Fees	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
48	59906	Admin Fees	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
49		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50		Total Generation	\$106,800		\$110,867	\$115,238	\$119,865	\$124,716	\$129,801	\$135,115	\$140,671	\$146,480	\$152,556	\$158,912	\$165,562	\$172,521	\$179,806	\$187,433	\$195,421
Treatment and Testing - 620																			
Personnel																			
51	51200	Salaries	\$16,800	Labor	\$17,472	\$18,171	\$18,898	\$19,654	\$20,440	\$21,257	\$22,108	\$22,992	\$23,912	\$24,868	\$25,863	\$26,897	\$27,973	\$29,092	\$30,256
52	51201	Part-time Salaries	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
53	51210	Unused Medical	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
54	51400	Overtime	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
55	51500	Sick Leave	250	Labor	260	270	281	292	304	316	329	342	356	370	385	400	416	433	450
56	52100	FICA	1,300	Labor	1,352	1,406	1,462	1,521	1,582	1,645	1,711	1,779	1,850	1,924	2,001	2,081	2,165	2,251	2,341
57	52200	Retirement - 401K General Pension	1,500	Labor	1,560	1,622	1,687	1,755	1,825	1,898	1,974	2,053	2,135	2,220	2,309	2,402	2,498	2,598	2,701
58	52300	Life/Hosp. Insurance	4,100	MedIns	4,387	4,694	5,023	5,374	5,750	6,153	6,584	7,045	7,538	8,065	8,630	9,234	9,880	10,572	11,312
59	52301	Medical Benefit	500	MedIns	535	572	613	655	701	750	803	859	919	984	1,052	1,126	1,205	1,289	1,380
60	53100	Physical Exams	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Table 2
Town of Belleair, Florida
Water Rate Study
Projected Operating Expenses

No.	Code	Description	Adjusted	Escalation	Fiscal Year Ending September 30.														
			2020	Reference	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
61	AddPer	Additional Personnel	0	Calculated	0	0	0	0	0	0	177,650	184,756	192,146	199,832	207,825	216,138	224,784	233,775	243,126
62		Subtotal	\$24,450		\$25,566	\$26,736	\$27,964	\$29,251	\$30,602	\$32,020	\$211,158	\$219,826	\$228,856	\$238,264	\$248,065	\$258,279	\$268,921	\$280,010	\$291,566
Operating																			
63	53151	Professional Services	\$0	Inflation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
64	54000	Travel & Per Diem	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
65	54100	Telephone	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
66	54200	Postage	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
67	54300	Electricity	0	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
68	54301	Water	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
69	54302	Sanitation	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
70	54303	Sewer	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
71	54315	Energy-Street Light	0	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
72	54400	Equip. Rental	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
73	54614	Drainage	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
74	54620	Maintenance - Vehicle	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
75	54630	Maintenance - Building	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
76	54670	Maintment - Equipment	24,630	Repair	25,369	26,130	26,914	27,721	28,553	29,409	30,292	31,201	32,137	33,101	34,094	35,116	36,170	37,255	38,373
77	54900	Ordinance Codes	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
78	55100	Office Supplies	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
79	55210	Operating Supplies	2,000	Inflation	2,018	2,052	2,095	2,142	2,191	2,241	2,293	2,345	2,399	2,455	2,511	2,569	2,628	2,688	2,750
80	55213	Meter Replacement	10,000	Repair	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439	13,842	14,258	14,685	15,126	15,580
81	55214	Meter Replacement	4,300	Repair	4,429	4,562	4,699	4,840	4,985	5,134	5,288	5,447	5,611	5,779	5,952	6,131	6,315	6,504	6,699
82	55220	Gasoline & Oil	0	Gas	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
83	55221	Tools	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
84	55230	Chemicals	29,000	Chemicals	30,450	31,973	33,571	35,250	37,012	38,863	40,806	42,846	44,989	47,238	49,600	52,080	54,684	57,418	60,289
85	55240	Uniforms	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
86	55260	Protective Clothing	700	Inflation	706	718	733	750	767	784	802	821	840	859	879	899	920	941	963
87	55410	Memberships	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
88	55420	Training, Aids	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
89	56405	Computer System	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
90	57301	Miscellaneous	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
91	59200	Repay Loan to General Fund	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
92		Subtotal	\$70,630		\$73,272	\$76,044	\$78,940	\$81,957	\$85,100	\$88,373	\$91,780	\$95,328	\$99,022	\$102,870	\$106,878	\$111,052	\$115,401	\$119,932	\$124,653
Capital																			
93	58101	Capital Purchase	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94	59900	Depreciation	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
95		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees																			
96	58001	Transfer of Reserves	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97	59904	Support Service Fees	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
98	59906	Admin Fees	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
99		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100		Total Treatment and Testing	\$95,080		\$98,838	\$102,780	\$106,903	\$111,208	\$115,702	\$120,393	\$302,938	\$315,154	\$327,878	\$341,134	\$354,943	\$369,331	\$384,322	\$399,942	\$416,219
<u>Meter Management - 630</u>																			
Personnel																			
101	51200	Salaries	\$139,250	Labor	\$144,820	\$150,613	\$156,637	\$162,903	\$169,419	\$176,196	\$183,244	\$190,573	\$198,196	\$206,124	\$214,369	\$222,944	\$231,861	\$241,136	\$250,781
102	51201	Part-time Salaries	13,150	Labor	13,676	14,223	14,792	15,384	15,999	16,639	17,305	17,997	18,717	19,465	20,244	21,054	21,896	22,772	23,682
103	51210	Unused Medical	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
104	51400	Overtime	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
105	51500	Sick Leave	2,050	Labor	2,132	2,217	2,306	2,398	2,494	2,594	2,698	2,806	2,918	3,035	3,156	3,282	3,413	3,550	3,692
106	52100	FICA	11,450	Labor	11,908	12,384	12,880	13,395	13,931	14,488	15,067	15,670	16,297	16,949	17,627	18,332	19,065	19,828	20,621
107	52200	Retirement - 401K General Pension	14,550	Labor	15,132	15,737	16,367	17,021	17,702	18,410	19,147	19,913	20,709	21,538	22,399	23,295	24,227	25,196	26,204
108	52300	Life/Hosp. Insurance	37,250	MedIns	39,858	42,648	45,633	48,827	52,245	55,902	59,815	64,002	68,483	73,276	78,406	83,894	89,767	96,050	102,774
109	52301	Medical Benefit	4,550	MedIns	4,869	5,209	5,574	5,964	6,382	6,828	7,306	7,818	8,365	8,951	9,577	10,247	10,965	11,732	12,554
110	53100	Physical Exams	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
111	AddPer	Additional Personnel	0	Calculated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
112		Subtotal	\$222,250		\$232,394	\$243,032	\$254,189	\$265,892	\$278,172	\$291,057	\$304,582	\$318,778	\$333,684	\$349,337	\$365,777	\$383,048	\$401,194	\$420,264	\$440,308
Operating																			
113	53151	Professional Services	\$33,500	Inflation	\$33,802	\$34,376	\$35,098	\$35,870	\$36,695	\$37,539	\$38,403	\$39,286	\$40,189	\$41,114	\$42,059	\$43,027	\$44,016	\$45,029	\$46,064
114	54000	Travel & Per Diem	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
115	54100	Telephone	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
116	54200	Postage	6,000	Inflation	6,054	6,157	6,286	6,425	6,572	6,723	6,878	7,036	7,198	7,364	7,533	7,706	7,884	8,065	8,250
117	54300	Electricity	0	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
118	54301	Water	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
119	54302	Sanitation	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
120	54303	Sewer	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Table 2
Town of Belleair, Florida
Water Rate Study
Projected Operating Expenses

No.	Code	Description	Adjusted	Escalation	Fiscal Year Ending September 30.														
			2020	Reference	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
121	54315	Energy-Street Light	0	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
122	54400	Equip. Rental	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
123	54614	Drainage	57,000	Inflation	57,513	58,491	59,719	61,033	62,437	63,873	65,342	66,845	68,382	69,955	71,564	73,210	74,894	76,616	
124	54620	Maintenance - Vehicle	1,000	Repair	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	
125	54630	Maintenance - Building	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
126	54670	Maintment - Equipment	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
127	54900	Ordinance Codes	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
128	55100	Office Supplies	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
129	55210	Operating Supplies	2,000	Inflation	2,018	2,052	2,095	2,142	2,191	2,241	2,293	2,345	2,399	2,455	2,511	2,569	2,628	2,688	
130	55213	Meter Replacement	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
131	55214	Meter Replacement	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
132	55220	Gasoline & Oil	0	Gas	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
133	55221	Tools	550	Inflation	555	564	576	589	602	616	630	645	660	675	691	706	723	739	
134	55230	Chemicals	0	Chemicals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
135	55240	Uniforms	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
136	55260	Protective Clothing	700	Inflation	706	718	733	750	767	784	802	821	840	859	879	899	920	941	
137	55410	Memberships	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
138	55420	Training, Aids	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
139	56405	Computer System	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
140	57301	Miscellaneous	8,000	Inflation	8,072	8,209	8,382	8,566	8,763	8,965	9,171	9,382	9,597	9,818	10,044	10,275	10,511	10,753	
141	59200	Repay Loan to General Fund	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
142		Subtotal	\$108,750		\$109,750	\$111,629	\$113,983	\$116,499	\$119,186	\$121,936	\$124,749	\$127,626	\$130,571	\$133,583	\$136,665	\$139,818	\$143,044	\$146,344	
143	58101	Capital Purchase	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
144	59900	Depreciation	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
145		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
146	58001	Transfer of Reserves	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
147	59904	Support Service Fees	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
148	59906	Admin Fees	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
149		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
150		Total Meter Management	\$331,000		\$342,144	\$354,660	\$368,171	\$382,391	\$397,358	\$412,993	\$429,330	\$446,405	\$464,255	\$482,920	\$502,442	\$522,866	\$544,238	\$566,608	
Distribution - 640																			
151	51200	Personnel Salaries	\$99,750	Labor	\$103,740	\$107,890	\$112,205	\$116,693	\$121,361	\$126,216	\$131,264	\$136,515	\$141,975	\$147,654	\$153,561	\$159,703	\$166,091	\$172,735	
152	51201	Part-time Salaries	4,500	Labor	4,680	4,867	5,062	5,264	5,475	5,694	5,922	6,159	6,405	6,661	6,928	7,205	7,493	7,793	
153	51210	Unused Medical	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
154	51400	Overtime	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
155	51500	Sick Leave	1,150	Labor	1,196	1,244	1,294	1,345	1,399	1,455	1,513	1,574	1,637	1,702	1,770	1,841	1,915	1,991	
156	52100	FICA	7,800	Labor	8,112	8,436	8,774	9,125	9,490	9,869	10,264	10,675	11,102	11,546	12,008	12,488	12,988	13,507	
157	52200	Retirement - 401K General Pension	8,950	Labor	9,308	9,680	10,068	10,470	10,889	11,325	11,778	12,249	12,739	13,248	13,778	14,329	14,902	15,499	
158	52300	Life/Hosp. Insurance	22,500	MedIns	24,075	25,760	27,563	29,493	31,557	33,766	36,130	38,659	41,365	44,261	47,359	50,674	54,222	58,017	
159	52301	Medical Benefit	2,650	MedIns	2,836	3,034	3,246	3,474	3,717	3,977	4,255	4,553	4,872	5,213	5,578	5,968	6,386	6,833	
160	53100	Physical Exams	0	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
161	AddPer	Additional Personnel	0	Calculated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
162		Subtotal	\$147,300		\$153,947	\$160,912	\$168,212	\$175,865	\$183,888	\$192,302	\$201,126	\$210,383	\$220,095	\$230,286	\$240,981	\$252,209	\$263,996	\$276,374	
163	53151	Operating Professional Services	\$0	Inflation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
164	54000	Travel & Per Diem	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
165	54100	Telephone	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
166	54200	Postage	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
167	54300	Electricity	0	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
168	54301	Water	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
169	54302	Sanitation	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
170	54303	Sewer	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
171	54315	Energy-Street Light	18,000	WatProdInfl	18,204	18,703	19,096	19,516	19,965	20,424	20,894	21,374	21,866	22,369	22,883	23,410	23,948	24,499	
172	54400	Equip. Rental	2,750	Inflation	2,775	2,822	2,881	2,945	3,012	3,082	3,152	3,225	3,299	3,375	3,453	3,532	3,613	3,696	
173	54614	Drainage	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
174	54620	Maintenance - Vehicle	1,000	Repair	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	
175	54630	Maintenance - Building	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
176	54670	Maintment - Equipment	10,000	Repair	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439	13,842	14,258	14,685	15,126	
177	54900	Ordinance Codes	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
178	55100	Office Supplies	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
179	55210	Operating Supplies	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
180	55213	Meter Replacement	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
181	55214	Meter Replacement	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
182	55220	Gasoline & Oil	0	Gas	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
183	55221	Tools	3,000	Inflation	3,027	3,078	3,143	3,212	3,286	3,362	3,439	3,518	3,599	3,682	3,767	3,853	3,942	4,032	

Table 2
Town of Belleair, Florida
Water Rate Study
Projected Operating Expenses

No.	Code	Description	Adjusted	Escalation	Fiscal Year Ending September 30.														
			2020	Reference	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
184	55230	Chemicals	0	Chemicals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
185	55240	Uniforms	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
186	55260	Protective Clothing	700	Inflation	706	718	733	750	767	784	802	821	840	859	879	899	920	941	963
187	55410	Memberships	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
188	55420	Training, Aids	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
189	56405	Computer System	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
190	57301	Miscellaneous	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
191	59200	Repay Loan to General Fund	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
192		Subtotal	\$35,450		\$36,042	\$36,992	\$37,873	\$38,803	\$39,782	\$40,786	\$41,816	\$42,873	\$43,956	\$45,068	\$46,208	\$47,377	\$48,577	\$49,807	\$51,069
193	58101	Capital Purchase	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
194	59900	Depreciation	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
195		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
196	58001	Fees Transfer of Reserves	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
197	59904	Support Service Fees	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
198	59906	Admin Fees	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
199		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
200		Total Distribution	\$182,750		\$189,988	\$197,903	\$206,085	\$214,668	\$223,670	\$233,088	\$242,943	\$253,256	\$264,051	\$275,353	\$287,189	\$299,586	\$312,573	\$326,181	\$340,444
<u>Employee Adminstration</u>																			
201	51200	Personnel Salaries	\$56,050	Labor	\$58,292	\$60,624	\$63,049	\$65,571	\$68,193	\$70,921	\$73,758	\$76,708	\$79,777	\$82,968	\$86,286	\$89,738	\$93,327	\$97,060	\$100,943
202	51201	Part-time Salaries	2,500	Labor	2,600	2,704	2,812	2,925	3,042	3,163	3,290	3,421	3,558	3,701	3,849	4,003	4,163	4,329	4,502
203	51210	Unused Medical	1,361	Labor	1,415	1,472	1,531	1,592	1,656	1,722	1,791	1,863	1,937	2,015	2,095	2,179	2,266	2,357	2,451
204	51400	Overtime	8,000	Labor	8,320	8,653	8,999	9,359	9,733	10,123	10,527	10,949	11,386	11,842	12,316	12,808	13,321	13,853	14,408
205	51500	Sick Leave	750	Labor	780	811	844	877	912	949	987	1,026	1,067	1,110	1,155	1,201	1,249	1,299	1,351
206	52100	FICA	4,450	Labor	4,628	4,813	5,006	5,206	5,414	5,631	5,856	6,090	6,334	6,587	6,851	7,125	7,410	7,706	8,014
207	52200	Retirement - 401K General Pension	5,050	Labor	5,252	5,462	5,681	5,908	6,144	6,390	6,645	6,911	7,188	7,475	7,774	8,085	8,409	8,745	9,095
208	52300	Life/Hosp. Insurance	10,850	MedIns	11,610	12,422	13,292	14,222	15,218	16,283	17,423	18,642	19,947	21,344	22,838	24,436	26,147	27,977	29,935
209	52301	Medical Benefit	1,250	MedIns	1,338	1,431	1,531	1,638	1,753	1,876	2,007	2,148	2,298	2,459	2,631	2,815	3,012	3,223	3,449
210	53100	Physical Exams	300	MedIns	321	343	368	393	421	450	482	515	552	590	631	676	723	774	828
211	AddPer	Additional Personnel	0	Calculated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
212		Subtotal	\$90,561		\$94,555	\$98,736	\$103,111	\$107,691	\$112,486	\$117,508	\$122,766	\$128,274	\$134,044	\$140,090	\$146,425	\$153,065	\$160,026	\$167,323	\$174,975
213	53151	Operating Professional Services	\$0	Inflation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
214	54000	Travel & Per Diem	2,500	Inflation	2,523	2,565	2,619	2,677	2,738	2,801	2,866	2,932	2,999	3,068	3,139	3,211	3,285	3,360	3,438
215	54100	Telephone	4,000	Inflation	4,036	4,105	4,191	4,283	4,382	4,482	4,585	4,691	4,799	4,909	5,022	5,138	5,256	5,377	5,500
216	54200	Postage	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
217	54300	Electricity	60,000	ElecTreatW	61,642	63,830	65,426	67,062	68,738	70,457	72,218	74,023	75,874	77,771	79,715	81,708	83,751	85,844	87,991
218	54301	Water	300	Inflation	303	308	314	321	329	336	344	352	360	368	377	385	394	403	413
219	54302	Sanitation	2,300	Inflation	2,321	2,360	2,410	2,463	2,519	2,577	2,637	2,697	2,759	2,823	2,888	2,954	3,022	3,092	3,163
220	54303	Sewer	200	Inflation	202	205	210	214	219	224	229	235	240	245	251	257	263	269	275
221	54315	Energy-Street Light	0	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
222	54400	Equip. Rental	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
223	54614	Drainage	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
224	54620	Maintenance - Vehicle	1,000	Repair	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
225	54630	Maintenance - Building	8,000	Repair	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438	10,751	11,074	11,406	11,748	12,101	12,464
226	54670	Maintment - Equipment	10,000	Repair	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439	13,842	14,258	14,685	15,126	15,580
227	54900	Ordinance Codes	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
228	55100	Office Supplies	2,500	Inflation	2,523	2,565	2,619	2,677	2,738	2,801	2,866	2,932	2,999	3,068	3,139	3,211	3,285	3,360	3,438
229	55210	Operating Supplies	2,000	Inflation	2,018	2,052	2,095	2,142	2,191	2,241	2,293	2,345	2,399	2,455	2,511	2,569	2,628	2,688	2,750
230	55213	Meter Replacement	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
231	55214	Meter Replacement	0	Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
232	55220	Gasoline & Oil	7,500	Gas	7,875	8,269	8,682	9,116	9,572	10,051	10,553	11,081	11,635	12,217	12,828	13,469	14,142	14,849	15,592
233	55221	Tools	3,000	Inflation	3,027	3,078	3,143	3,212	3,286	3,362	3,439	3,518	3,599	3,682	3,767	3,853	3,942	4,032	4,125
234	55230	Chemicals	0	Chemicals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
235	55240	Uniforms	2,000	Inflation	2,018	2,052	2,095	2,142	2,191	2,241	2,293	2,345	2,399	2,455	2,511	2,569	2,628	2,688	2,750
236	55260	Protective Clothing	700	Inflation	706	718	733	750	767	784	802	821	840	859	879	899	920	941	963
237	55410	Memberships	3,000	Inflation	3,027	3,078	3,143	3,212	3,286	3,362	3,439	3,518	3,599	3,682	3,767	3,853	3,942	4,032	4,125
238	55420	Training, Aids	5,000	Inflation	5,045	5,131	5,239	5,354	5,477	5,603	5,732	5,864	5,998	6,136	6,278	6,422	6,570	6,721	6,875
239	56405	Computer System	13,250	Inflation	13,369	13,597	13,882	14,187	14,514	14,848	15,189	15,538	15,896	16,261	16,635	17,018	17,409	17,810	18,220
240	57301	Miscellaneous	0	Inflation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
241	59200	Repay Loan to General Fund	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
242		Subtotal	\$127,250																

Table 2
Town of Belleair, Florida
Water Rate Study
Projected Operating Expenses

Line No.	Code	Description	Adjusted 2020	Escalation Reference	Fiscal Year Ending September 30,														
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
243	58101	Capital	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
244	59900	Capital Purchase Depreciation	0	Eliminate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245		Subtotal	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
246	58001	Fees	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
247	59904	Transfer of Reserves	275,300	Labor	286,312	297,764	309,675	322,062	334,945	348,342	362,276	376,767	391,838	407,511	423,812	440,764	458,395	476,731	495,800
248	59906	Support Service Fees	88,750	Labor	92,300	95,992	99,832	103,825	107,978	112,297	116,789	121,461	126,319	131,372	136,627	142,092	147,775	153,686	159,834
249		Admin Fees																	
249		Subtotal	\$364,050		\$378,612	\$393,756	\$409,507	\$425,887	\$442,922	\$460,639	\$479,065	\$498,228	\$518,157	\$538,883	\$560,438	\$582,856	\$606,170	\$630,417	\$655,633
250		Total Employee Adminstration	\$581,861		\$603,371	\$626,564	\$650,182	\$674,774	\$700,382	\$727,005	\$754,684	\$783,463	\$813,388	\$844,506	\$876,869	\$910,526	\$945,533	\$981,947	\$1,019,826
251		<u>Other Adjustments</u>																	
251		Contingency	\$12,975	Calculated	\$13,452	\$13,971	\$15,785	\$16,398	\$17,039	\$17,706	\$22,116	\$22,319	\$23,208	\$24,136	\$25,105	\$26,766	\$27,171	\$28,925	\$30,097
252		Bad Debt	4,483	Calculated	4,496	4,925	5,270	5,639	6,033	6,456	6,908	7,391	7,705	8,033	8,374	8,730	9,101	9,488	9,891
253		Incremental Operating Expenses	0	Calculated	0	0	127,276	132,006	136,939	142,051	340,991	287,107	298,698	310,823	323,475	401,788	350,611	430,397	447,774
254		Other Debt Issuance Expenses	0	Calculated	0	0	35,000	0	0	0	52,000	0	0	0	0	0	0	35,000	0
255		Subtotal	\$17,457		\$17,948	\$18,896	\$183,330	\$154,042	\$160,010	\$166,213	\$422,014	\$316,816	\$329,611	\$342,992	\$356,953	\$437,284	\$386,883	\$503,810	\$487,762
256		TOTAL UTILITY SYSTEM	\$1,314,948		\$1,363,157	\$1,416,042	\$1,634,537	\$1,661,799	\$1,726,924	\$1,794,807	\$2,292,579	\$2,261,573	\$2,351,739	\$2,445,818	\$2,543,958	\$2,712,114	\$2,753,355	\$2,965,922	\$3,049,701

Table 3
Town of Belleair, Florida
Water Rate Study
Escalation Factors

			Fiscal Year Ending September 30,														
No.	Description	Reference	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Operating Escalation Factors																	
1	Constant Factor	Constant	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
2	Inflation (CPI Price Index) [*]	Inflation	1.0090	1.0170	1.0210	1.0220	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230
3	Labor	Labor	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
4	Repair and Maintenance	Repair	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300
5	Insurance - Medical	MedIns	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700	1.0700
6	Insurance - General	GenIns	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500
7	Electricity Commodity	Electric	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250
8	Electricity - Water Treatment	ElecTreatW	1.0274	1.0355	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250	1.0250
9	Gas and Fuel	Gas	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500
10	Chemicals Commodity	Chemicals	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500
11	Chemicals - Water Treatment	ChemTreatW	1.0524	1.0608	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500
12	Elimination Factor	Eliminate	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
13	Customer Growth	WatCust	1.0052	1.0232	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
14	Change in Rate of Growth	WatUnit	0.2698	4.4313	0.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
15	Customer Growth + Inflation CPI	WatCustInfl	1.0143	1.0406	1.0210	1.0220	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230
16	Production Growth + Inflation CPI	WatProdInfl	1.0113	1.0274	1.0210	1.0220	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230	1.0230
17	Sales Revenues	WatRev	1.0031	1.0237	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
18	Engineering News Record Index	ENR	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300

Footnotes:
[*] Estimates based on projections contained in "The Budget and Economic Outlook: An Update" published by the Congressional Budget Office in July 2020.

Table 4
Town of Belleair, Florida
Water Rate Study
Estimated Multi-Year Capital Improvement Program and Funding Source

No.	Description	Escalation Factor	Funding Source	Projected Fiscal Year Ending September 30,																Total
				2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
CAPITAL IMPROVEMENT PROGRAM																				
System Improvements																				
Phase 1 - Clearwell Roof Rehab and Additional Well																				
1	Mobilization/Demobilization	ENR	Operating	\$0	\$20,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,600
2	Instrumentation	ENR	Operating	0	128,750	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128,750
3	Upper Floridian Well	ENR	Operating	0	257,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	257,500
4	6" Raw Water Main (200 ft)	ENR	Operating	0	20,600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,600
5	Phase 1 Contingency	ENR	Operating	0	128,750	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128,750
6	Phase 1 Engineering	ENR	Operating	0	83,430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	83,430
Phase 2 - Multimedia Pressure Filters																				
7	Mobilization/Demobilization	ENR	SD1	\$0	\$0	\$0	\$10,930	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,930
8	Sitework	ENR	SD1	0	0	0	81,975	0	0	0	0	0	0	0	0	0	0	0	0	81,975
9	Booster Pump Station	ENR	SD1	0	0	0	155,206	0	0	0	0	0	0	0	0	0	0	0	0	155,206
10	Pressurized Filters and Backwash Holding Tank	ENR	SD1	0	0	0	1,059,117	0	0	0	0	0	0	0	0	0	0	0	0	1,059,117
11	Chemical Building	ENR	SD1	0	0	0	91,812	0	0	0	0	0	0	0	0	0	0	0	0	91,812
12	Chemical Systems	ENR	SD1	0	0	0	219,693	0	0	0	0	0	0	0	0	0	0	0	0	219,693
13	High Service Pump Station Rehab	ENR	SD1	0	0	0	184,717	0	0	0	0	0	0	0	0	0	0	0	0	184,717
14	Yard Piping	ENR	SD1	0	0	0	292,924	0	0	0	0	0	0	0	0	0	0	0	0	292,924
15	Electrical	ENR	SD1	0	0	0	342,109	0	0	0	0	0	0	0	0	0	0	0	0	342,109
16	Instrumentation	ENR	SD1	0	0	0	256,855	0	0	0	0	0	0	0	0	0	0	0	0	256,855
17	Upper Floridian Well (includes transmission line)	ENR	SD1	0	0	0	273,250	0	0	0	0	0	0	0	0	0	0	0	0	273,250
18	Well Rehabilitation	ENR	SD1	0	0	0	491,850	0	0	0	0	0	0	0	0	0	0	0	0	491,850
19	Phase 2 Contingency	ENR	Operating	0	0	0	1,038,350	0	0	0	0	0	0	0	0	0	0	0	0	1,038,350
20	Phase 2 Engineering	ENR	Operating	0	0	0	675,474	0	0	0	0	0	0	0	0	0	0	0	0	675,474
Phase 3 - Reverse Osmosis (without new HSPS)																				
21	Mobilization/Demobilization	ENR	Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$147,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$147,720
22	Sitework	ENR	Operating	0	0	0	0	0	0	0	307,750	0	0	0	0	0	0	0	0	307,750
23	RO System (2 skids)	ENR	SD2	0	0	0	0	0	0	0	812,460	0	0	0	0	0	0	0	0	812,460
24	RO Building	ENR	SD2	0	0	0	0	0	0	0	400,075	0	0	0	0	0	0	0	0	400,075
25	Chemical Systems	ENR	SD2	0	0	0	0	0	0	0	198,191	0	0	0	0	0	0	0	0	198,191
26	Deep Injection Well	ENR	Operating	0	772,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	772,500
27	Yard Piping	ENR	SD2	0	0	0	0	0	0	0	254,817	0	0	0	0	0	0	0	0	254,817
28	Electrical	ENR	SD2	0	0	0	0	0	0	0	590,880	0	0	0	0	0	0	0	0	590,880
29	Instrumentation	ENR	Operating	0	0	0	0	0	0	0	443,160	0	0	0	0	0	0	0	0	443,160
30	Upper Floridian Wells	ENR	SD2	0	0	0	0	0	0	0	615,500	0	0	0	0	0	0	0	0	615,500
31	Phase 3 Contingency	ENR	SD2	0	0	0	0	0	0	0	1,408,264	0	0	0	0	0	0	0	0	1,408,264
32	Phase 3 Engineering	ENR	SD2	0	0	0	0	0	0	0	915,864	0	0	0	0	0	0	0	0	915,864
Phase 4 - New HSPS																				
33	Mobilization/Demobilization	ENR	SD3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113,550	\$0	\$113,550
34	Sitework	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	302,800	0	302,800
35	RO System (1 skid)	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	581,376	0	581,376
36	RO Building	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	165,026	0	165,026
37	High Service Pump Station Rehab	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	511,732	0	511,732
38	Yard Piping	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	193,792	0	193,792
39	Electrical	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	252,838	0	252,838
40	Instrumentation	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	189,250	0	189,250
41	Phase 4 Contingency	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	693,412	0	693,412
42	Phase 4 Engineering	ENR	SD3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	451,172	0	451,172
43	Capital Purchases / Capital Outlay	Inflation	Rates	603,066	50,450	51,300	52,400	53,550	54,800	56,050	57,350	58,650	60,000	61,400	62,800	64,250	65,750	67,250	68,800	\$1,487,866
44	TOTAL WATER CAPITAL IMPROVEMENT PROGRAM			\$603,066	\$1,462,580	\$51,300	\$5,226,662	\$53,550	\$54,800	\$56,050	\$6,152,031	\$58,650	\$60,000	\$61,400	\$62,800	\$64,250	\$65,750	\$3,522,198	\$68,800	\$17,623,887

Table 4
Town of Belleair, Florida
Water Rate Study
Estimated Multi-Year Capital Improvement Program and Funding Source

No.	Description	Escalation Factor	Funding Source	Projected Fiscal Year Ending September 30,															Total	
				2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		2035
FUNDING SOURCES:																				
Water System Funding Sources																				
45	Operating Revenue		Rates	\$ 603,066	\$ 50,450	\$ 51,300	\$ 52,400	\$ 53,550	\$ 54,800	\$ 56,050	\$ 57,350	\$ 58,650	\$ 60,000	\$ 61,400	\$ 62,800	\$ 64,250	\$ 65,750	\$ 67,250	\$ 68,800	\$ 1,487,866
46	Operating Fund		Operating	-	1,412,130	-	1,713,824	-	-	-	898,630	-	-	-	-	-	-	-	-	4,024,584
47	Subordinate Lien Debt 1		SD1	-	-	-	3,460,438	-	-	-	-	-	-	-	-	-	-	-	-	3,460,438
48	Subordinate Lien Debt 2		SD2	-	-	-	-	-	-	-	5,196,051	-	-	-	-	-	-	-	-	5,196,051
49	Subordinate Lien Debt 3		SD3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,454,948	-	3,454,948
50	Subordinate Lien Debt 4		SD4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51	TOTAL WATER CAPITAL IMPROVEMENT PROGRAM			\$603,066	\$1,462,580	\$51,300	\$5,226,662	\$53,550	\$54,800	\$56,050	\$6,152,031	\$58,650	\$60,000	\$61,400	\$62,800	\$64,250	\$65,750	\$3,522,198	\$68,800	\$17,623,887

Table 5
Town of Belleair, Florida
Water Rate Study
Projected Cash Balances By Fund and Interest Earnings

No.	Description	Investment Reference [*]	Fiscal Year Ending September 30,															
			2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
ENDING CASH BALANCE BY FUND SUMMARY																		
1	OPERATING FUND	(U)	\$2,441,357	\$1,398,381	\$1,886,233	\$567,271	\$865,395	\$1,258,726	\$1,757,758	\$1,039,546	\$1,114,495	\$1,224,477	\$1,371,369	\$1,597,076	\$1,798,437	\$2,107,966	\$2,361,945	\$2,478,900
2	CUSTOMER DEPOSITS	(R)	23,504	23,804	24,104	24,404	24,704	25,004	25,304	25,604	25,904	26,204	26,504	26,804	27,104	27,404	27,704	28,004
3	TOTAL PROJECTED YEAR-END BALANCE		\$2,464,861	\$1,422,185	\$1,910,337	\$591,675	\$890,099	\$1,283,730	\$1,783,062	\$1,065,150	\$1,140,399	\$1,250,681	\$1,397,873	\$1,623,880	\$1,825,541	\$2,135,370	\$2,389,649	\$2,506,904
OPERATING FUND																		
4	Beginning Balance		\$2,567,665	\$2,441,357	\$1,398,381	\$1,886,233	\$567,271	\$865,395	\$1,258,726	\$1,757,758	\$1,039,546	\$1,114,495	\$1,224,477	\$1,371,369	\$1,597,076	\$1,798,437	\$2,107,966	\$2,361,945
5	Transfers In - Operations		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Transfers In - General Fund		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	Total Funds Available		\$2,567,665	\$2,441,357	\$1,398,381	\$1,886,233	\$567,271	\$865,395	\$1,258,726	\$1,757,758	\$1,039,546	\$1,114,495	\$1,224,477	\$1,371,369	\$1,597,076	\$1,798,437	\$2,107,966	\$2,361,945
8	Transfers Out - CIP		\$0	\$1,412,130	\$0	\$1,713,824	\$0	\$0	\$0	\$898,630	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Transfers Out - Operations		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	Total Transfers Out of Fund		\$0	\$1,412,130	\$0	\$1,713,824	\$0	\$0	\$0	\$898,630	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Transfer In / (Out) - Surplus / (Deficiency)		(\$126,308)	\$369,154	\$487,852	\$394,862	\$298,124	\$393,331	\$499,032	\$180,418	\$74,949	\$109,982	\$146,892	\$225,707	\$201,361	\$309,529	\$253,979	\$116,955
12	Interest Rate		1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
13	Interest Income on Fund		32,100	21,700	17,500	12,900	7,100	10,800	15,700	16,400	13,000	13,900	15,300	17,100	20,000	22,500	26,300	29,500
14	Use of Interest Income to Fund Revenue Requirements	(U)	32,100	21,700	17,500	12,900	7,100	10,800	15,700	16,400	13,000	13,900	15,300	17,100	20,000	22,500	26,300	29,500
15	Ending Balance		\$2,441,357	\$1,398,381	\$1,886,233	\$567,271	\$865,395	\$1,258,726	\$1,757,758	\$1,039,546	\$1,114,495	\$1,224,477	\$1,371,369	\$1,597,076	\$1,798,437	\$2,107,966	\$2,361,945	\$2,478,900
16	Target - Days of Rate Revenue		120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120
17	Target Minimum Available Cash		\$589,481	\$591,304	\$647,671	\$693,008	\$741,519	\$793,425	\$848,965	\$908,392	\$971,980	\$1,013,289	\$1,056,354	\$1,101,249	\$1,148,052	\$1,196,844	\$1,247,710	\$1,300,737
18	Target Minimum Cash Balance Met - Yes or No		Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
19	Calculated Days of Rate Revenue		497	284	349	98	140	190	248	137	138	145	156	174	188	211	227	229
20	Target Minimum Available Cash - Budget Policy		\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000
21	Target Minimum Cash Balance Met - Yes or No		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CUSTOMER DEPOSITS																		
22	Beginning Balance		\$23,204	\$23,504	\$23,804	\$24,104	\$24,404	\$24,704	\$25,004	\$25,304	\$25,604	\$25,904	\$26,204	\$26,504	\$26,804	\$27,104	\$27,404	\$27,704
23	Interest Rate		1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
24	Interest Income on Fund		300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
25	Use of Interest Income to Fund Revenue Requirements	(R)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	Ending Balance		\$23,504	\$23,804	\$24,104	\$24,404	\$24,704	\$25,004	\$25,304	\$25,604	\$25,904	\$26,204	\$26,504	\$26,804	\$27,104	\$27,404	\$27,704	\$28,004
SINKING FUND																		
27	Sinking Fund Deposit		\$0	\$0	\$0	\$0	\$210,779	\$210,779	\$210,779	\$210,779	\$536,966	\$536,966	\$536,966	\$536,966	\$536,966	\$536,966	\$536,966	\$753,853
28	Average Balance (25% of Annual Debt Service)		0	0	0	0	52,695	52,695	52,695	52,695	134,241	134,241	134,241	134,241	134,241	134,241	134,241	188,463
29	Interest Rate		1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
30	Interest Income on Fund		\$0	\$0	\$0	\$0	\$700	\$700	\$700	\$700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$2,400
31	Use of Interest Income to Fund Revenue Requirements	(U)	0	0	0	0	700	700	700	700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	2,400
DEBT SERVICE RESERVE ACCOUNTS																		
INTEREST INCOME SUMMARY																		
32	Unrestricted Interest Income		\$32,100	\$21,700	\$17,500	\$12,900	\$7,800	\$11,500	\$16,400	\$17,100	\$14,700	\$15,600	\$17,000	\$18,800	\$21,700	\$24,200	\$28,000	\$31,900
33	Restricted Interest Income		\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
34	Total Interest Income		\$32,400	\$22,000	\$17,800	\$13,200	\$8,100	\$11,800	\$16,700	\$17,400	\$15,000	\$15,900	\$17,300	\$19,100	\$22,000	\$24,500	\$28,300	\$32,200

Footnotes:
[*] (U) = Interest earnings unrestricted and assumed to be available to meet System expenditure requirements.
(R) = Interest earnings restricted and assumed to not be available to meet System expenditure requirements.

Table 6

Town of Belleair, Florida
Water Revenue Sufficiency Study

Comparison of Typical Monthly Residential Bills for Water Service[*]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter										
		0 Gallons	2,000 Gallons	4,000 Gallons	5,000 Gallons	7,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons	50,000 Gallons	75,000 Gallons	100,000 Gallons
	Town of Belleair											
1	Existing Rates - Fiscal Year 2020	\$12.99	\$16.89	\$20.79	\$27.31	\$40.35	\$59.91	\$92.51	\$125.11	\$353.21	\$548.71	\$744.21
	<u>Surveyed Florida Utilities:</u>											
3	City of Clearwater	\$23.16	\$23.16	\$32.55	\$41.94	\$60.72	\$91.34	\$150.54	\$209.74	\$564.94	\$860.94	\$1,156.94
4	City of Dunedin	7.47	16.29	25.11	29.52	42.76	62.62	95.72	128.82	427.32	676.07	924.82
5	City of Gulfport	16.93	16.93	34.98	44.56	66.00	98.16	157.36	222.21	611.31	935.56	1,259.81
6	City of Largo	6.80	17.06	27.32	32.45	42.71	58.10	83.75	109.40	263.30	391.55	519.80
7	City of Oldsmar	13.79	19.94	32.24	38.39	50.69	69.14	110.39	163.89	484.89	752.39	1,019.89
8	Pinellas County	6.80	17.06	27.32	32.45	42.71	58.10	83.75	109.40	263.30	391.55	519.80
9	City of Pinellas Park	21.93	21.93	29.24	36.55	51.17	73.96	114.71	158.85	428.85	653.85	878.85
10	City of Safety Harbor	20.46	27.00	33.54	36.81	53.17	82.83	174.88	266.93	1,064.63	1,729.38	2,394.13
11	City of St. Petersburg	12.89	22.21	31.53	36.19	47.16	68.90	108.65	161.15	791.45	1,316.70	1,841.95
12	City of Tarpon Springs	22.62	31.14	39.66	43.92	60.96	86.52	139.87	206.67	806.17	1,325.67	1,845.17
13	City of Treasure Island	6.80	17.06	27.32	32.45	42.71	58.10	83.75	109.40	263.30	391.55	519.80
14	Surveyed Florida Utilities' Average	\$14.51	\$20.89	\$30.98	\$36.84	\$50.98	\$73.43	\$118.49	\$167.86	\$542.68	\$856.84	\$1,171.00
15	Minimum	6.80	16.29	25.11	29.52	42.71	58.10	83.75	109.40	263.30	391.55	519.80
16	Maximum	23.16	31.14	39.66	44.56	66.00	98.16	174.88	266.93	1,064.63	1,729.38	2,394.13

Footnotes:

- [*] Unless otherwise noted, amounts shown reflect residential rates in effect July 2020 and are exclusive of taxes, franchise fees or water restriction surcharges, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.

Table 7
Town of Belleair, Florida
Water Rate Study
Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30,															
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Gross Revenues:																
1	Water System Sales Revenue - Existing Rates	\$1,793,006	\$1,798,550	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121	\$1,841,121
2	Water Rate Increases	\$0	\$0	\$128,878	\$266,778	\$414,331	\$572,213	\$741,146	\$921,905	\$1,115,317	\$1,240,966	\$1,371,954	\$1,508,510	\$1,650,869	\$1,799,279	\$1,953,996	\$2,115,288
3	Total Sales Revenues	\$1,793,006	\$1,798,550	\$1,969,999	\$2,107,899	\$2,255,452	\$2,413,334	\$2,582,267	\$2,763,026	\$2,956,438	\$3,082,087	\$3,213,075	\$3,349,631	\$3,491,990	\$3,640,400	\$3,795,117	\$3,956,409
	Other Revenues																
4	Unrestricted Interest Earnings	\$32,100	\$21,700	\$17,500	\$12,900	\$7,800	\$11,500	\$16,400	\$17,100	\$14,700	\$15,600	\$17,000	\$18,800	\$21,700	\$24,200	\$28,000	\$31,900
5	Other Revenues	6,600	2,511	7,694	1,000	1,000	1,000	2,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
6	Total Other Revenues	38,700	24,211	25,194	13,900	8,800	12,500	18,400	18,100	15,700	16,600	18,000	19,800	22,700	25,200	29,000	32,900
7	Total Gross Revenues	\$1,831,706	\$1,822,761	\$1,995,194	\$2,121,799	\$2,264,252	\$2,425,834	\$2,600,667	\$2,781,126	\$2,972,138	\$3,098,687	\$3,231,075	\$3,369,431	\$3,514,690	\$3,665,600	\$3,824,117	\$3,989,309
8	Cost of Operation and Maintenance	\$1,314,948	\$1,363,157	\$1,416,042	\$1,634,537	\$1,661,799	\$1,726,924	\$1,794,807	\$2,292,579	\$2,261,573	\$2,351,739	\$2,445,818	\$2,543,958	\$2,712,114	\$2,753,355	\$2,965,922	\$3,049,701
9	Total System Net Revenues	516,758	459,604	579,152	487,262	602,453	698,910	805,861	488,547	710,565	746,948	785,258	825,473	802,576	912,245	858,195	939,608
	COVERAGE TESTS:																
	Subordinated Debt Requirement																
10	Net Revenues After Payment of Senior Lien Debt Service	\$516,758	\$459,604	\$579,152	\$487,262	\$602,453	\$698,910	\$805,861	\$488,547	\$710,565	\$746,948	\$785,258	\$825,473	\$802,576	\$912,245	\$858,195	\$939,608
11	Subordinated Debt Requirement	0	0	0	0	210,779	210,779	210,779	210,779	536,966	536,966	536,966	536,966	536,966	536,966	536,966	753,853
12	Required Coverage	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%
13	Calculated Coverage	N/A	N/A	N/A	N/A	286%	332%	382%	232%	132%	139%	146%	154%	149%	170%	160%	125%
	SRF LOAN COVERAGE TESTS:																
14	Net Revenues After Payment of Senior Lien Debt Service	\$516,758	\$459,604	\$579,152	\$487,262	\$602,453	\$698,910	\$805,861	\$488,547	\$710,565	\$746,948	\$785,258	\$825,473	\$802,576	\$912,245	\$858,195	\$939,608
15	Less Allowance for Senior Lien Debt Service Coverage (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	Net Revenues Available for SRF Loan Debt	516,758	459,604	579,152	487,262	602,453	698,910	805,861	488,547	710,565	746,948	785,258	825,473	802,576	912,245	858,195	939,608
	SRF Loan Debt Service:																
17	2023 SRF Loan Issue	0	0	0	0	210,779	210,779	210,779	210,779	210,779	210,779	210,779	210,779	210,779	210,779	210,779	210,779
18	2027 SRF Loan Issue	0	0	0	0	0	0	0	0	326,186	326,186	326,186	326,186	326,186	326,186	326,186	326,186
19	2034 SRF Loan Issue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	216,887
20	Total SRF Loan Debt Service	\$0	\$0	\$0	\$0	\$210,779	\$210,779	\$210,779	\$210,779	\$536,966	\$536,966	\$536,966	\$536,966	\$536,966	\$536,966	\$536,966	\$753,853
21	Required Coverage	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%
22	Calculated Coverage (115% Required)	N/A	N/A	N/A	N/A	286%	332%	382%	232%	132%	139%	146%	154%	149%	170%	160%	125%
	Other Revenue Requirements:																
	<u>Subordinate Lien Debt</u>																
23	Interfund Loan - General Fund	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$0	\$0	\$0	\$0	\$0
24	Total Other Revenue Requirements	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	0	0	0	0	0
25	Amount Available for Capital Outlay and Other Purposes	\$476,758	\$419,604	\$539,152	\$447,262	\$351,674	\$448,131	\$555,082	\$237,768	\$133,599	\$169,982	\$208,292	\$288,507	\$265,611	\$375,279	\$321,229	\$185,755

Pinellas County, Florida
STATEMENT OF FUND NET POSITION
PROPRIETARY FUNDS
September 30, 2019

	<u>Water System</u>	<u>Sewer System</u>
ASSETS		
Current assets		
Cash	\$ 14,475,155	\$ 8,447,422
Cash with fiscal agent	-	3,875,919
Investments	82,581,154	55,288,082
Accounts and notes receivable, net	12,884,512	8,364,178
Assessments receivable	-	660
Accrued interest receivable	392,054	261,542
Due from other funds	-	-
Due from other governments	9,121,524	5,615,740
Inventory	1,103,924	478,777
Prepaid items	359,113	402,505
Total current assets	<u>120,917,436</u>	<u>82,734,825</u>
Noncurrent assets		
Restricted Assets		
Cash	-	-
Investments	-	-
Total restricted assets	<u>-</u>	<u>-</u>
Capital assets		
Land	44,355,547	5,143,919
Buildings	30,621,121	19,979,035
Improvements other than buildings	478,524,187	924,020,123
Equipment	16,699,639	17,208,937
Intangible assets	3,124,876	2,406,586
Accumulated depreciation	(232,240,095)	(360,989,783)
Construction in progress	11,762,869	23,280,724
Total capital assets, net	<u>352,848,144</u>	<u>631,049,541</u>
Other assets		
Noncurrent notes receivable	28,264,217	-
Total noncurrent assets	<u>381,112,361</u>	<u>631,049,541</u>
Total assets	<u>502,029,797</u>	<u>713,784,366</u>
DEFERRED OUTFLOWS OF RESOURCES		
Losses on debt refunding	-	3,125,939
Pension-related deferred outflows	3,215,644	3,636,327
OPEB-related deferred outflows	735,133	813,353
Total assets and deferred outflows of resources	<u>505,980,574</u>	<u>721,359,985</u>

The accompanying notes are an integral part of this statement.

Pinellas County, Florida
STATEMENT OF FUND NET POSITION
PROPRIETARY FUNDS
September 30, 2019

	<u>Water System</u>	<u>Sewer System</u>
LIABILITIES		
Current liabilities		
Vouchers payable	\$ 3,928,157	\$ 7,723,945
Contracts payable	85,941	461,111
Due to other funds	-	-
Due to other governments	1,899,094	165,658
Accrued liabilities	670,732	744,569
Claims payable	-	-
Compensated absences	951,423	1,097,749
Matured bonds payable	-	2,740,000
Matured interest payable	-	1,135,919
Unearned revenue	-	-
Deposits and other current liabilities	7,736,050	-
Total current liabilities	<u>15,271,397</u>	<u>14,068,951</u>
Noncurrent liabilities		
Revenue bonds payable plus unamortized premiums	-	123,360,418
Long-term compensated absences	190,742	220,077
Long-term claims payable	-	-
Other long-term liabilities	-	-
Other post employment benefit liability	22,684,557	25,098,276
Pension liability	<u>10,696,565</u>	<u>12,095,931</u>
Total noncurrent liabilities	<u>33,571,864</u>	<u>160,774,702</u>
Total liabilities	<u>48,843,261</u>	<u>174,843,653</u>
DEFERRED INFLOWS OF RESOURCES		
Pension-related deferred inflows	1,328,610	1,502,424
OPEB-related deferred inflows	<u>1,882,289</u>	<u>2,097,544</u>
Total liabilities and deferred inflows of resources	<u>52,054,160</u>	<u>178,443,621</u>
NET POSITION (DEFICIT)		
Net investment in capital assets	351,283,631	503,527,533
Restricted for renewal and replacement	-	-
Unrestricted net position (deficit)	<u>102,642,783</u>	<u>39,388,831</u>
Total net position (deficit)	<u>\$ 453,926,414</u>	<u>\$ 542,916,364</u>
Adjustment to reflect consolidation of internal service fund activities related to enterprise funds		
Net position of business-type activities		

The accompanying notes are an integral part of this statement.

Pinellas County, Florida
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the year ended September 30, 2019

	<u>Water System</u>	<u>Sewer System</u>
Operating revenues		
Charges for services	\$ 89,485,131	\$ 79,301,464
Operating expenses		
Personal services	15,788,059	19,304,298
Contractual services	2,750,252	7,844,239
Utility services	47,372,864	4,293,348
Supplies	2,622,036	5,459,043
Other operating expenses	10,387,933	10,623,946
Depreciation expense	10,858,415	20,792,915
Total operating expenses	<u>89,779,559</u>	<u>68,317,789</u>
Operating income (loss)	<u>(294,428)</u>	<u>10,983,675</u>
Nonoperating revenues (expenses)		
Interest revenues	4,750,678	2,129,369
Miscellaneous revenues	2,126,886	673,962
Interest expense	(86,973)	(5,420,878)
Miscellaneous expense	-	-
Total nonoperating revenues (expenses)	<u>6,790,591</u>	<u>(2,617,547)</u>
Income (loss) before capital contributions and transfers	6,496,163	8,366,128
Capital contributions	1,154,583	1,191,042
Transfers in	-	-
Transfers out	-	-
Change in net position	<u>7,650,746</u>	<u>9,557,170</u>
Net position (deficit) - beginning	<u>446,275,668</u>	<u>533,359,194</u>
Net position (deficit) - ending	<u>\$ 453,926,414</u>	<u>\$ 542,916,364</u>
Adjustment to reflect consolidation of internal service fund activities related to enterprise funds		
Change in net position of business-type activities		

The accompanying notes are an integral part of this statement.

Pinellas County, Florida
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the year ended September 30, 2019

	<u>Water System</u>	<u>Sewer System</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Receipts from customers	\$ 82,558,458	\$ 76,284,980
Payments to suppliers	(61,185,864)	(27,870,268)
Payments to employees	(14,075,861)	(17,493,969)
Cash received from (paid to) other sources	1,587,464	507,059
Net cash provided (used) by operating activities	<u>8,884,197</u>	<u>31,427,802</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:		
Transfers in	-	-
Interest payments	(86,973)	-
Transfers out	-	-
Net cash provided (used) by noncapital financing activities	<u>(86,973)</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Acquisition and construction of capital assets	(11,075,081)	(21,277,970)
Principal paid on capital debt	-	(9,100,000)
Interest paid on capital debt	-	(5,483,616)
Proceeds from sale of capital assets	580,665	190,561
Capital contributions	732,787	795,802
Passenger Facility Charges	-	-
Net cash provided (used) by capital and related financing activities	<u>(9,761,629)</u>	<u>(34,875,223)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Withdrawals from investment pool	20,991,045	20,006,446
Deposits to investment pool	(32,953,289)	(22,050,733)
Interest received on investments	2,891,809	2,063,465
Sale of investments	-	-
Purchase of investments	-	-
Net cash provided (used) by investing activities	<u>(9,070,435)</u>	<u>19,178</u>
Net change in cash and cash equivalents	(10,034,840)	(3,428,243)
Cash and cash equivalents at beginning of year	24,509,995	15,751,584
Cash and cash equivalents at end of year	<u>\$ 14,475,155</u>	<u>\$ 12,323,341</u>

The accompanying notes are an integral part of this statement.

Reverse Osmosis Water Treatment Plant Preliminary Engineering Report & Rate Study

Community Meeting

Town of Belleair
November 10, 2020



RATE STUDY ASSUMPTIONS

- Minimal customer growth for the system
 - Units associated with Belleview Place
- Operating expense growth rate of approximately 6.0% per year from Fiscal Years 2020 Through 2035
 - Includes cost escalation for inflation, merit and cost of living adjustments, additional personnel, etc.
 - Includes increased net operating expenses associated with operation of the RO treatment plant
- Assumes issuance of two low-interest State Revolving Fund (SRF) loans to fund capital plan
 - 20-year loans at 2.0% interest rate
 - Debt service payments not made until after completion of the project
 - Requires minimum debt service coverage ratio of 115%

RATE STUDY PRELIMINARY RESULTS – IDENTIFIED RATE ADJUSTMENTS

	2021	2022-2024	2025-2035
Two Phases	0.00%	13.25%	3.75%
All-At-Once	0.00%	16.00%	3.00%

- Rate Adjustments Identified to:
 - Fund increased cost of operations
 - Pay annual debt service payments associated with funding projects identified in the PER
 - Maintain debt service coverage ratios required for compliance with proposed SRF loans
 - Maintain adequate operating and capital reserves

RATE STUDY PRELIMINARY RESULTS – IDENTIFIED RATE ADJUSTMENTS

	2021	2022-2024	2025-2035
Two Phases	0.00%	13.25%	3.75%
All-At-Once	0.00%	16.00%	3.00%

- Rate Adjustments Identified to:
 - Fund increased cost of operations
 - Pay annual debt service payments associated with funding projects identified in the PER
 - Maintain debt service coverage ratios required for compliance with proposed SRF loans
 - Maintain adequate operating and capital reserves

CURRENT RATE COMPARISONS WITH OTHER UTILITIES

Comparison of Monthly Charges for Residential Water Service for Customers Using 10,000 Gallons per Month

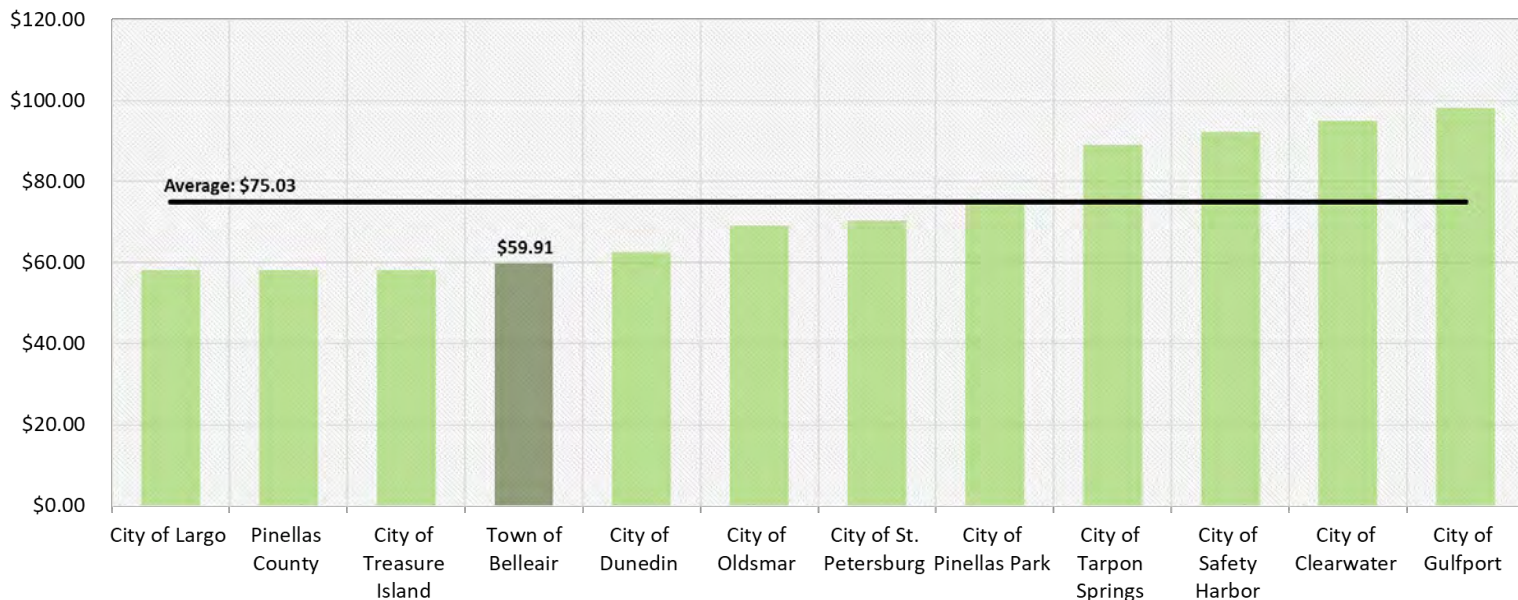


Table 6

**Town of Belleair, Florida
Water Revenue Sufficiency Study**

Comparison of Typical Monthly Residential Bills for Water Service[*]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter										
		0 Gallons	2,000 Gallons	4,000 Gallons	5,000 Gallons	7,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons	50,000 Gallons	75,000 Gallons	100,000 Gallons
1	Town of Belleair Existing Rates	\$12.99	\$16.89	\$20.79	\$27.31	\$40.35	\$59.91	\$92.51	\$125.11	\$353.21	\$548.71	\$744.21
	Surveyed Florida Utilities:											
2	City of Clearwater	\$24.09	\$24.09	\$33.85	\$43.61	\$63.13	\$94.96	\$156.51	\$218.06	\$587.36	\$895.11	\$1,202.86
3	City of Dunedin	7.47	16.29	25.11	29.52	42.76	62.62	95.72	128.82	427.32	676.07	924.82
4	City of Gulfport	16.93	16.93	34.98	44.56	66.00	98.16	157.36	222.21	611.31	935.56	1,259.81
5	City of Largo	6.80	17.06	27.32	32.45	42.71	58.10	83.75	109.40	263.30	391.55	519.80
6	City of Oldsmar	13.79	19.94	32.24	38.39	50.69	69.14	110.39	163.89	484.89	752.39	1,019.89
7	Pinellas County	6.80	17.06	27.32	32.45	42.71	58.10	83.75	109.40	263.30	391.55	519.80
8	City of Pinellas Park	22.08	22.08	29.44	36.80	51.52	74.46	115.46	159.85	431.35	657.60	883.85
9	City of Safety Harbor	22.81	30.11	37.41	41.06	59.30	92.37	195.02	297.67	1,187.17	1,928.42	2,669.67
10	City of St. Petersburg	13.18	22.70	32.22	36.98	48.19	70.42	111.07	164.77	809.17	1,346.17	1,883.17
11	City of Tarpon Springs	23.24	32.00	40.75	45.13	62.64	88.90	143.72	212.35	828.34	1,362.13	1,895.91
12	City of Treasure Island	6.80	17.06	27.32	32.45	42.71	58.10	83.75	109.40	263.30	391.55	519.80
13	Surveyed Florida Utilities' Average	\$14.91	\$21.39	\$31.63	\$37.58	\$52.03	\$75.03	\$121.50	\$172.35	\$559.71	\$884.37	\$1,209.03
14	Minimum	6.80	16.29	25.11	29.52	42.71	58.10	83.75	109.40	263.30	391.55	519.80
15	Maximum	24.09	32.00	40.75	45.13	66.00	98.16	195.02	297.67	1,187.17	1,928.42	2,669.67

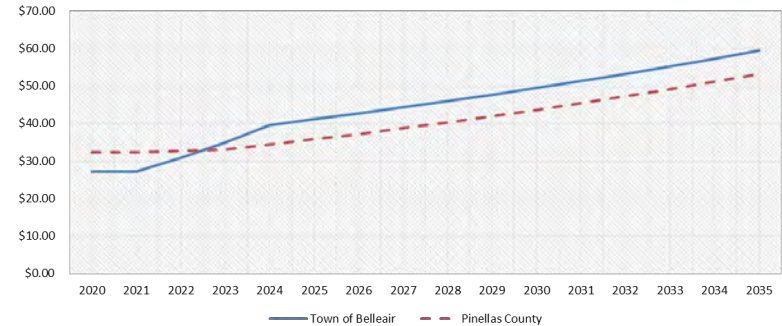
Footnotes:

- [*] Unless otherwise noted, amounts shown reflect residential rates in effect October 2020 and are exclusive of taxes, franchise fees or water restriction surcharges, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.

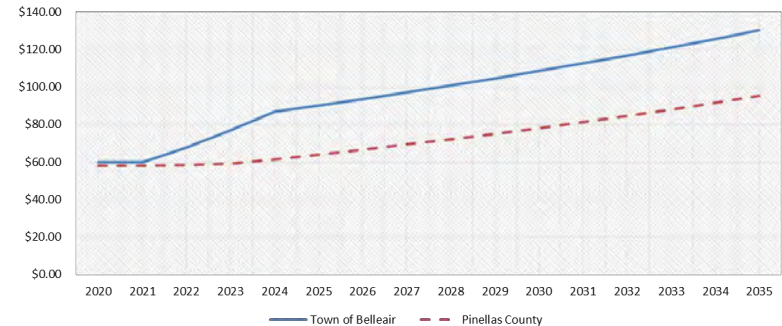
RATE COMPARISONS WITH PINELLAS COUNTY

- Assumes Identified Rate Increases from Preliminary Results for Town
- Pinellas County Assumed Rate Adjustments:
 - County did not implement retail water rate adjustments for fiscal year 2021
 - 1.0% per year for fiscal years 2022 – 2023
 - 4.0% per year thereafter
- Assumes Town Would be Retail Customer of the County
- Does Not Consider Potential for:
 - Sale of Town water distribution line assets
 - Payment of impact fees to the County
 - Costs that may still be incurred by Town

Residential Bill Comparison at 5,000 Gallons



Residential Bill Comparison at 10,000 Gallons

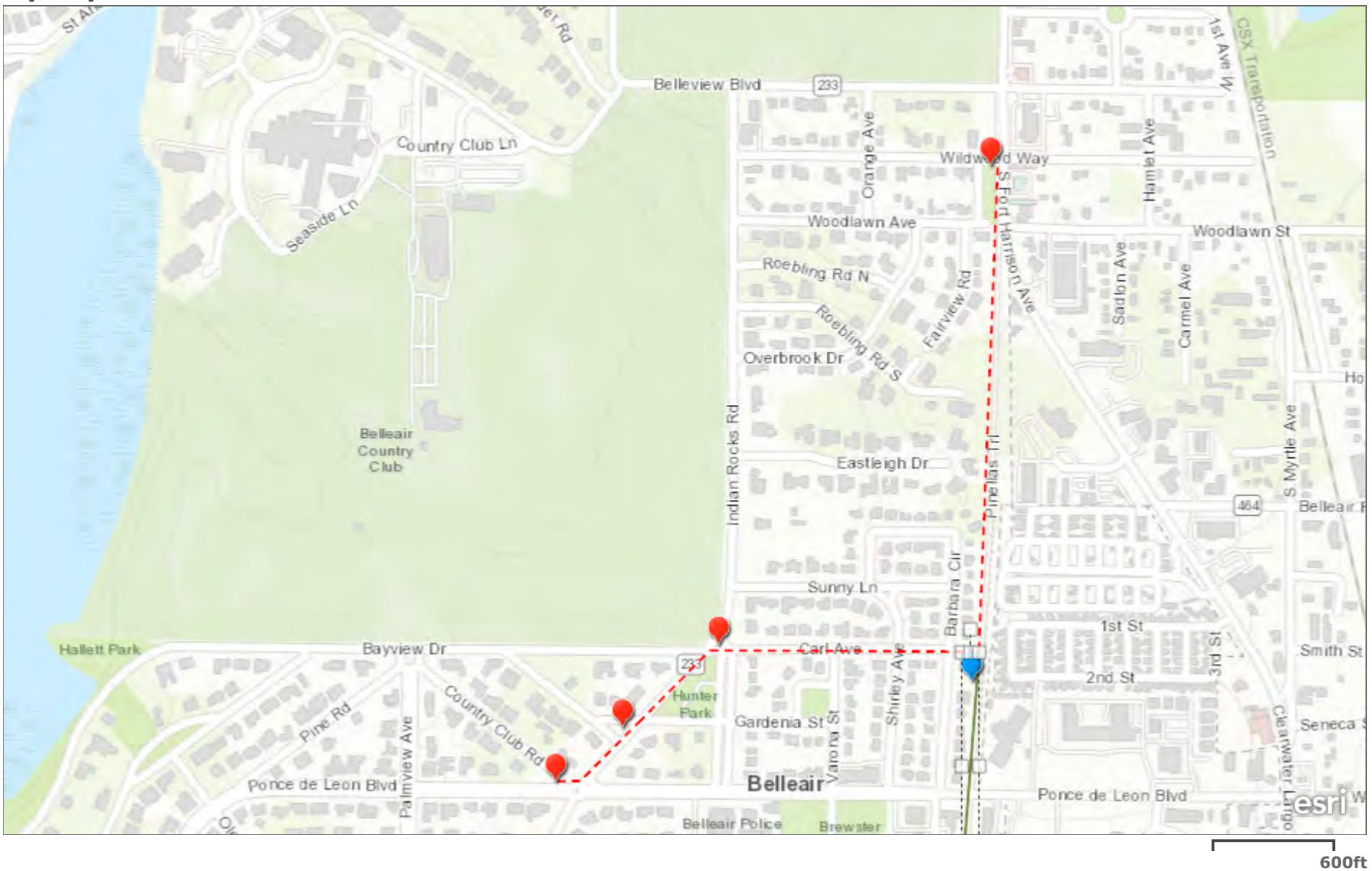


Comparison of Typical Monthly Residential Bills for Water Service to Pinellas County - All at Once Scenario

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter										
		0 Gallons	2,000 Gallons	4,000 Gallons	5,000 Gallons	7,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons	50,000 Gallons	75,000 Gallons	100,000 Gallons
Town of Belleair												
1	2020	\$12.99	\$16.89	\$20.79	\$27.31	\$40.35	\$59.91	\$92.51	\$125.11	\$353.21	\$548.71	\$744.21
2	2021	12.99	16.89	20.79	27.31	40.35	59.91	92.51	125.11	353.21	548.71	744.21
3	2022	15.07	19.59	24.11	31.67	46.79	69.47	107.27	145.07	409.62	636.37	863.12
4	2023	17.48	22.72	27.96	36.73	54.27	80.58	124.43	168.28	475.13	738.13	1,001.13
5	2024	20.28	26.36	32.44	42.61	62.95	93.46	144.31	195.16	551.01	856.01	1,161.01
6	2025	20.89	27.15	33.41	43.89	64.85	96.29	148.69	201.09	567.74	881.99	1,196.24
7	2026	21.52	27.96	34.40	45.19	66.77	99.14	153.09	207.04	584.74	908.49	1,232.24
8	2027	22.17	28.81	35.45	46.56	68.78	102.11	157.66	213.21	602.26	935.76	1,269.26
9	2028	22.84	29.68	36.52	47.96	70.84	105.16	162.36	219.56	620.26	963.76	1,307.26
10	2029	23.53	30.57	37.61	49.39	72.95	108.29	167.19	226.09	638.74	992.49	1,346.24
11	2030	24.24	31.50	38.76	50.89	75.15	111.54	172.19	232.84	657.74	1,021.99	1,386.24
12	2031	24.97	32.45	39.93	52.42	77.40	114.87	177.32	239.77	677.47	1,052.72	1,427.97
13	2032	25.72	33.42	41.12	53.98	79.70	118.28	182.58	246.88	697.68	1,084.18	1,470.68
14	2033	26.49	34.43	42.37	55.62	82.12	121.87	188.12	254.37	718.62	1,116.62	1,514.62
15	2034	27.28	35.46	43.64	57.29	84.59	125.54	193.79	262.04	740.29	1,150.29	1,560.29
16	2035	28.10	36.52	44.94	59.00	87.12	129.30	199.60	269.90	762.45	1,184.70	1,606.95
Pinellas County												
17	2020	\$6.80	\$17.06	\$27.32	\$32.45	\$42.71	\$58.10	\$83.75	\$109.40	\$263.30	\$391.55	\$519.80
18	2021	6.80	17.06	27.32	32.45	42.71	58.10	83.75	109.40	263.30	391.55	519.80
19	2022	6.87	17.23	27.59	32.77	43.13	58.67	84.57	110.47	265.87	395.37	524.87
20	2023	6.94	17.40	27.86	33.09	43.55	59.24	85.39	111.54	268.44	399.19	529.94
21	2024	7.22	18.10	28.98	34.42	45.30	61.62	88.82	116.02	279.22	415.22	551.22
22	2025	7.51	18.83	30.15	35.81	47.13	64.11	92.41	120.71	290.51	432.01	573.51
23	2026	7.81	19.59	31.37	37.26	49.04	66.71	96.16	125.61	302.31	449.56	596.81
24	2027	8.12	20.38	32.64	38.77	51.03	69.42	100.07	130.72	314.62	467.87	621.12
25	2028	8.44	21.20	33.96	40.34	53.10	72.24	104.14	136.04	327.44	486.94	646.44
26	2029	8.78	22.06	35.34	41.98	55.26	75.18	108.38	141.58	340.78	506.78	672.78
27	2030	9.13	22.95	36.77	43.68	57.50	78.23	112.78	147.33	354.63	527.38	700.13
28	2031	9.50	23.88	38.26	45.45	59.83	81.40	117.35	153.30	369.00	548.75	728.50
29	2032	9.88	24.84	39.80	47.28	62.24	84.68	122.08	159.48	383.88	570.88	757.88
30	2033	10.28	25.84	41.40	49.18	64.74	88.08	126.98	165.88	399.28	593.78	788.28
31	2034	10.69	26.87	43.05	51.14	67.32	91.59	132.04	172.49	415.19	617.44	819.69
32	2035	11.12	27.94	44.76	53.17	69.99	95.22	137.27	179.32	431.62	641.87	852.12

COMPARISON OF FUTURE BILLING - RO ALL AT ONCE VERSUS PC RETAIL						
		<u>2020</u>	<u>2023</u>	<u>2027</u>	<u>2030</u>	<u>2035</u>
BELLEAIR	5 TGAL	\$27.31	\$36.73	\$46.56	\$50.89	\$59.00
	10 TGAL	59.91	80.58	102.11	111.54	129.30
	20 TGAL	125.11	168.28	213.21	232.84	269.90
PINELLAS	5 TGAL	\$32.45	\$33.09	\$38.77	\$43.68	\$53.17
	10 TGAL	58.10	59.24	69.42	78.23	95.22
	20 TGAL	109.40	111.54	130.72	147.33	179.32

My Map



County of Pinellas, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA



Legislation Text

File #: 21-0005, **Version:** 1

Summary

To: Town Commission
From: Cathy DeKarz, Management Analyst
Date: 1/19/2021

Subject:

Discussion of Draft Digital ADA Compliance Policy

Summary:

Over the past three years, staff has been working to understand, analyze, and remediate the Town of Belleair's website and associated content to ADA compliance standards. As the Town's Consent Decree from the Tampa Division District Court expires on August 29, 2021, staff is seeking feedback from the Commission on several large decisions that will affect the presented Digital ADA Compliance Policy.

Previous Commission Action: As a part of the strategic planning process, the Commission identified "Ensure digital communications are accessible per ADA WCAG 2.1 AA standards" as an objective to be completed between 2020 and 2023.

Background/Problem Discussion: See attached and below.

Expenditure Challenges Though some compliance tasks will not incur any significant additional costs to the Town, several items do present expenditure challenges.

- **Third-party accessibility checker:** A digital tool integrated with a website that automatically flags compliance gaps and instructs users on compliance solutions.

The Town of Belleair partnered with Monsido in September of 2020 to assist with the digital ADA compliance of our website. Since onboarding Monsido, site-wide compliance has risen from roughly 67% compliance to almost 84%.

Annual cost: \$3,410

No Commission action required

- **External PDF remediation:** Most PDFs uploaded directly to the Town's website can be remediated for ADA compliance in-house. However, some larger documents may require external remediation.

If external remediation is required, the Town will benefit from a reduced pricing structure for document remediation through CommonLook (these savings are available to all Monsido customers).

Remediation cost per page: \$5 - \$15

Known pages for remediation: ~ 460 pages x \$5/page quote = \$2,300

No Commission action required

- **Closed captioning:** Video and audio streams produced by government agencies must include closed captions to be ADA compliant. According to WCAG requirements, automatic captions (such as those produced for free or at low costs by Zoom, YouTube, Facebook, and services such as Otter AI) are not sufficient due to their inaccuracy.

Some services provide compliant captions completed 100% by humans, but these are expensive. However, staff has had contact with Verbit, an international company that provides a hybrid approach (AI plus human editing) at about half of the cost. This solution would connect virtual captioners to all streamed content on Zoom, Facebook, etc. via an API token (a secure method for data privacy concerns). The closed captions provided through Verbit are embedded into videos for both live and future consumption and are keyword searchable.

All closed captioning services researched charge by the minute.

Estimated annual Commission minutes: ~ 90 min/meeting x 25 meetings = 2,250 minutes

Estimated annual board minutes: ~ 60 min/meeting x 60 meetings = 3,600 minutes

Estimated total annual minutes: ~ 5,850 minutes

Fully-human transcription cost: \$2.75/minute = ~ \$16,087.50 per year

Hybrid transcription cost (via Verbit): \$1.33/minute = ~ \$7,780.50 per year

Note: One option to see future savings for closed captioning could include only streaming Commission meetings and high-profile board meetings. This option may make more sense in a post-COVID world where in-person meetings are again a viable option.

Commission input requested

- **Agenda documents:** Digital ADA compliance of agendas and agenda documents has been a top concern in the State of Florida due to the 175+ lawsuits filed in the state over the past several years. However, solutions for agenda document compliance tend to result in a win-lose scenario.

Most of Belleair's Commission agenda packets are around 100 pages, and most board packets around 50. Using the same meeting estimations from above, this results in about 5,500 pages of agenda packet content per year. Even with the discounted CommonLook pricing, agenda packet remediation as-is would cost the Town roughly \$15,500 per year. What's more, due to the size and complexity of our agendas, it could take several weeks to remediate each, in addition to staff time to manage contracts and uploads.

Seeing how remediating to current practices is cost and time prohibitive, another option for compliance is to reduce the amount of content included with each agenda packet. With this option, staff could post simple 1-2 page agendas that only list the items to be discussed, which would allow staff to remediate content in-house quickly and affordably. Additional agenda documents could then be provided to the Commission (and the public upon request) via email as a workaround to the compliance challenge. However, this option does limit the ease with which the public can access meeting documents.

After conducting research and/or speaking with representatives from Pinellas County, the City of Largo, and the City of Dunedin, our neighbors are grappling with this difficult decision as well. To-date, all three of these entities are continuing to post non-compliant agenda packets through third-party host sites such as Granicus. However, due to our Consent Decree, Belleair must take a definitive action toward agenda compliance.

Commission input requested

Financial Implications: N/A

Recommendation: Staff recommends approval of the Digital ADA Compliance Policy alongside guidance from the Commission on closed captioning and agenda document options.

Proposed Motion I move approval of the Digital ADA Compliance Policy with conditions...

TOWN OF BELLEAIR ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL	
<u>POLICY:</u> Digital ADA Compliance Policy	<u>POLICY NUMBER:</u> XX
<u>ORIGINATING DEPARTMENT:</u> Administration Department (Cathy DeKarz)	
<u>EFFECTIVE DATE:</u> January 19, 2021	<u>APPROVED BY:</u>
<u>SUPERSEDES POLICY:</u> N/A	<u>LAST REVISED:</u> January, 2021

SCOPE

This policy establishes standards, expectations, and accountability measures for digital ADA compliance on Belleair’s website, social media, and other digital presences.

OBJECTIVES

1. Achieve WCAG compliance by August 29, 2021, as required by the 2019 consent decree from the Tampa Division District Court.
2. Establish compliance expectations and provide guidance for staff working on Belleair’s website and social media platforms.
3. Address the standards, needs, and challenges digital ADA compliance.

PERFORMANCE MEASURES

1. Track web page and PDF document compliance via third-party accessibility checker and maintain at least 90% compliance
2. Track PDF document compliance progress via third-party accessibility checker and maintain at least 90% compliance
3. Reduce number of claims
4. Track the number of requests for reasonable accommodation
5. Track the time between a reported deficiency and its successful resolution
6. Review this policy for any necessary adjustments at least every two versions of WCAG standard revisions

DEFINITION OF TERMS

ADA - The Americans with Disabilities Act, specifically the 2010 revision which calls for accessibility on digital platforms.

Compliance - The meeting of legal standards associated with digital accessibility, including but not limited to Section 508 of the Rehabilitation Act of 1973 (the 1998 revision), the 2010 revision of the American with Disabilities Act, current Web Content Accessibility Guide (WCAG) standards, and relevant case law.

Inappropriate Terminology - When writing or speaking about people with disabilities, it is important to put the person first. Catch-all phrases such as “the blind,” “the deaf,” “the disabled,”

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or “handicapped” do not reflect the individuality, equality, or dignity of people with disabilities. Listed below are some recommendations for use when describing, speaking, or writing about people with disabilities.

Term no longer in use: The disabled

Term to use: People with disabilities

Term no longer in use: Wheelchair-bound

Term to use: Person who uses a wheelchair

Term no longer in use: Handicapped ramp

Term to use: Accessible ramp

Reasonable Accommodation - Per the ADA, all persons with disabilities are entitled to receive reasonable accommodation from public agencies across all functions. In the digital realm, accommodations may include providing closed captioning, sign language interpreters, or hearing devices at public meetings, allowing full website functionality from a keyboard alone, or (far more frequently) the remediation of Portable Document Format (PDF) documents on a website.

Remediation - The process of making web pages, documents, and digital tools compliant.

Screen Reader - Assistive devices that serve as a go-between for what appears visually on a computer screen and what the end-user can understand. In many ways, screen readers act as interpreters of visual elements for those with visual impairments.

Third-Party Accessibility Checker - A digital tool integrated with a website that automatically flags compliance gaps and instructs users on compliance solutions.

Third-Party Host Sites - Websites not owned or managed by the Town of Belleair that act as a proxy for hosting Town documents, ordinances, agendas, etc.

WCAG - The Web Content Accessibility Guidelines established by the World Wide Web Consortium (W3C) Web Accessibility Initiative and adopted as standards for ADA compliance.

POLICY GUIDELINES

Compliance Standards

1. The Town of Belleair shall comply with the 2010 revision of the Americans with Disabilities Act, the most currently-adopted WCAG standards, and any other laws governing digital accessibility.
2. For accommodating visual impairments, the Town of Belleair shall follow all WCAG AA standards for text readability, reading order, alternate text, color contrast, PDF tagging, and other associated categories.
 - a. One exception to providing alternate text is in regard to active images. Here, the Town defines active images as images acting as links that, once clicked on, open a compliant PDF document or HTML page. For these active images, alternate text can be written to describe the intent of the link rather than the content of the image.

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3. For accommodating auditory impairments, the Town of Belleair shall follow all WCAG AA standards for closed captioning and other associated categories.
 - a. Closed captioning: Video and audio streams produced by the Town of Belleair shall include closed captions through the following actions.
 - i. Add closed captions to all website and social media videos prior to their upload.
 - ii. Retroactively add captions to existing Town of Belleair videos, where appropriate.
 - iii. Partner with a third-party closed captioning service to live-caption all streamed public meetings and export transcripts following a public meeting.
4. For accommodating mobility impairments, the Town of Belleair shall follow all WCAG AA standards by working closely with website providers and a third-party accessibility checker to ensure adequate keyboard functions are built into the website.

Affected Media Platforms and Action Plans

1. Town of Belleair website: Belleair's website and its content shall be accessible for persons of all abilities.
 - a. Use a third-party accessibility checker to review and correct any compliance deficiencies in regard to alternate text, heading levels, and other WCAG requirements.
2. PDF documents: Documents hosted directly on the Town's website shall be uploaded as fully compliant PDF (or HTML, if necessary) files.
 - a. Remediate and replace any PDF documents that are not compliant
 - b. Actively enforce the compliance of new PDFs
 - c. Select documents expected from contractors shall be contractually required to be provided in a compliant format. If required, all bidders shall be notified of this requirement in the solicitation documents.
3. Online forms: All online forms connected to Belleair's website must exist in a fully compliant HTML format.
 - a. Source and select vendors that can provide compliant online forms
 - b. Migrate non-compliant forms to compliant tools

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- c. If any current vendors do not provide compliant forms, seek contract adjustments that create a schedule for compliance or seek or new vendors that can provide enhanced accessibility
4. **Third-party host sites:** Third-party host sites have two distinct areas of compliance: the host websites themselves and the content uploaded to the host sites.
 - a. **Host websites**
 - i. Work with vendors to meet accessibility standards for HTML websites
 - ii. If any current vendors do not provide compliant web pages, seek contract adjustments that create a schedule for compliance or seek new vendors that can provide enhanced accessibility
 - b. **Content uploaded to host websites**
 - i. Seek ways to reduce unnecessary, noncompliant content inside of PDF uploads
 - ii. **Consider options - this section requires further discussion**
5. **Social media:** Content uploaded to social media platforms by users must be compliant.
 - a. All images and videos uploaded to social media shall include proper alternate text and/or closed captions.
 - b. All images with text must meet WCAG color contrast requirements.

Staff Training and Accountability

1. The following positions shall require specific digital ADA compliance training are below.
 - a. Director of Support Services
 - b. Town Clerk
 - c. Management Analyst
 - d. Special Events Coordinator
 - e. Recreation Programmer
 - f. Recreation Customer Service Clerk
 - g. Any other positions designated by the Town Manager
2. The above-listed positions shall receive training on how to comply with WCAG standards, how to remediate PDFs to WCAG standards, and how to use selected third-party checkers and tools.

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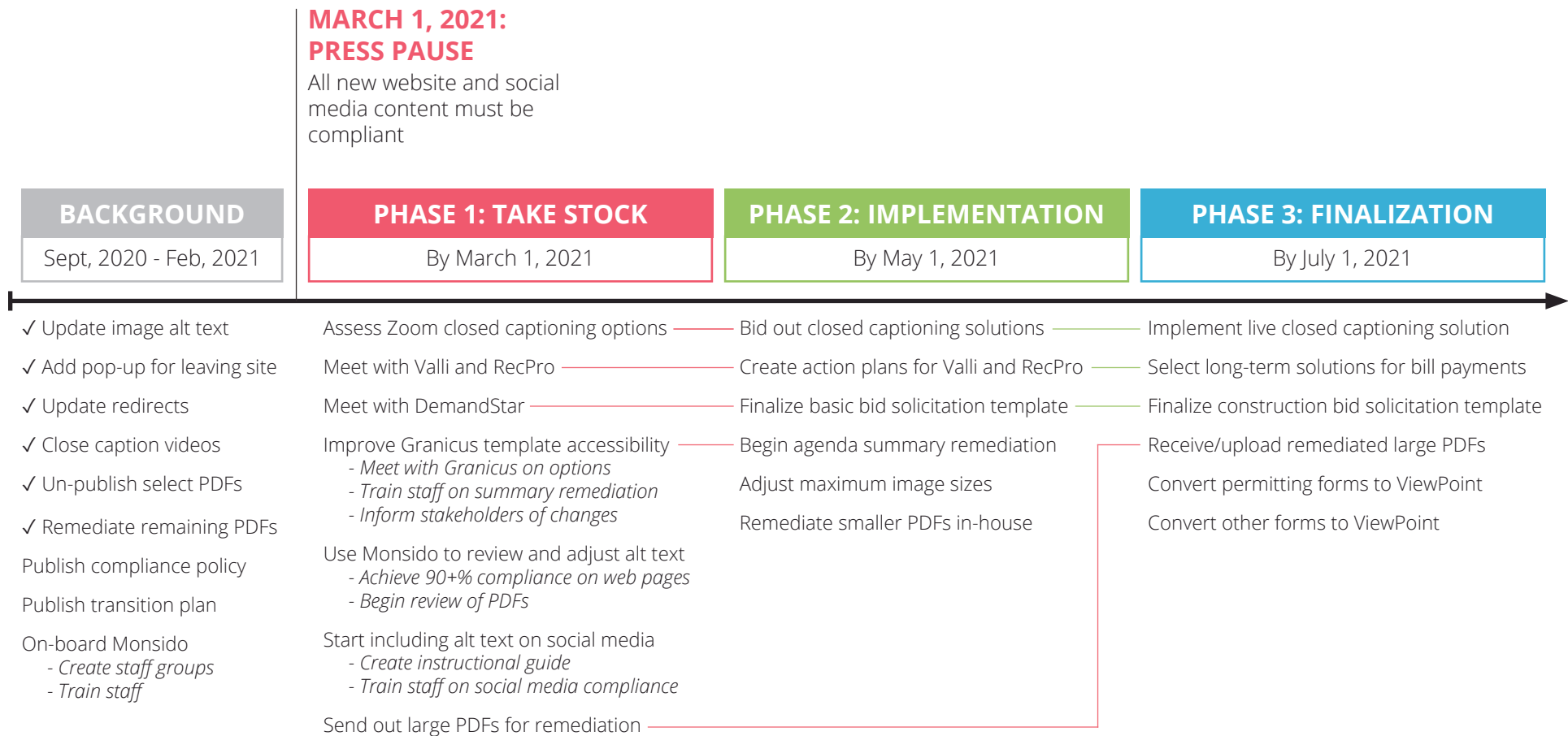
3. All employees granted permissions to edit the Town's website and/or social media accounts must understand WCAG compliance and shall not upload any content directly to the site or a social media page that is non-compliant.
4. The Town Manager may designate one or more individuals to oversee the remediation process. This individual(s) shall administer third-party accessibility checkers and have oversight over website and social media compliance throughout the organization.

Compliance Schedule

1. Using the guidelines of this policy, applicable laws, standards, and regulations, and feedback from the Town Commission, staff will create and execute a Digital ADA Transition Plan to achieve compliance by August 29, 2021.
2. The resulting plan shall include specific compliance timelines and goals for the tools and platforms mentioned herein, and shall be approved by the Town Manager following the Commission's approval of this policy.

PROPOSED DIGITAL ADA TRANSITION PLAN IMPLEMENTATION

Last updated January 14, 2021





Legislation Text

File #: 21-0010, **Version:** 1

Summary

To: Town Commission
From: Rachel Hobbs
Date: 1/14/2021

Subject:

Special Relief Permit; BCF Chillin Chili Cookoff and Cornhole Tournament

Summary:

Special Relief Permit; BCF Chillin Chili Cookoff and Cornhole Tournament on Saturday, 2-6-2021 from 3:00-6:30pm in Hunter Memorial Park. BCF will serve beer/wine/hotdogs/funnel cakes. Residents can enter the chili cookoff and/or the cornhole tournament. Social distancing will be encouraged. Gloves and masks will be used for serving. Portolet will be provided with hand sanitizer station.

Event seeks temporary relief of alcohol licensure and temporary signage; as well as temporary road closure of southbound The Mall starting at 2:30pm. Staff will provide trash cans and barricades.

Previous Commission Action: NA

Background/Problem Discussion: NA

Expenditure Challenges NA

Financial Implications: NA

Recommendation: Staff recommends approval.

Proposed Motion I move approval of the special relief permit for the BCF Chillin Chili Cookoff and Cornhole Tournament

EVENT CONTACT INFORMATION

Applicant Name: Belleair Community Foundation

Address: 903 Ponce de Leon Blvd.

City: Belleair State: FL Zip Code: 33756

Phone: 727-219-1817 Email: bclworks@gmail.com

Are you requesting that this event be held (at least in-part) on public property? ☒ Yes ☐ No

Are you the property owner/lessee of the event site? ☐ Yes ☒ No*

* If no, please attach a written letter of consent to use the event site from the property owner

Are you going to be the primary contact for this event? ☒ Yes ☐ No*

* If no, please provide primary contact information in the section below

Primary Contact (if different than applicant): Justin Helmus

Role with the Event: co-chair

Address: 213 Garden Circle

City: Belleair State: FL Zip Code: 33756

Phone: 727-507-1993 Email: jshelmus@gmail.com

Emergency Contact (**MUST BE ON-SITE FOR EVENT**): Karla Rettstatt

Role with the Event: co-chair

Phone: 727-424-7047 Email: Karlarettstatt@gmail.com

EVENT OVERVIEW

Event Name: Chillin Chili Cook-Off and Cornhole Tournament Date of Event: February 10, 2021

Start Time: 3:00 ☐ am / ☒ pm End Time: 6:30 ☐ am / ☒ pm

Site Address: Hunter Memorial Park

Current Zoning of the Subject Parcel: park

Expected # of Attendees: 100 Expected # of Vehicles (Including Vendors): 25

Provide a detailed description of the proposed event below (or attach a separate sheet). Please explain the event's purpose and activities, and describe why the event is requesting exemption(s) from the Code, citing the special relief checkboxes on pages 3 and 4 of this application. Also include an explanation of any measures in place to prevent underage drinking at your event.

Chili Cook Off & Cornhole tournament

Residents can enter either or both.

Winners receive trophies & prizes

Hotdogs, funnel cakes.

Beer & wine

Will supply high tops to stand around.

Chairs but no tables.

All chili participants will serve w/ gloves & masks

After each cornhole game, bags will be disinfected.

Social distancing will be encouraged.

Port a Potty will be supplied

Signs at the park 7 days prior to event

Needs from town - hightops, trash cans, barricades

Are you going to contract any private security services/officers on-site? ☐ Yes* ☒ No

* If yes, please provide the name of the business and the name(s) and cell phone numbers of the person(s) who will be on-site. Attach additional sheets as necessary.

Name: _____ Cell Phone: _____

Name: _____ Cell Phone: _____

Are you going to utilize any parking services for this event? ☐ Yes* ☒ No

* If yes, provide the name(s) of the vendor(s) below along with company contact information.

Vendor: _____ Phone: _____

Vendor: _____ Phone: _____

Provide the name(s) of any other commercial vendor(s) contracted for the event:

BCF Trailer

Port A Potty

Mr. Bill Finer Food

REQUIRED APPLICATION ATTACHMENTS

Unless exempted by the Town Manager, please attach the following documents to this application.

- ☐ **Site Layout:** May be printed out or hand-drawn on an 8.5" x 11" piece of paper or larger.
- ☐ **Parking Plan:** May be printed or drawn on a map that is 8.5" x 11" or larger. Plan must designate space for public safety services access and parking.
- ☐ **Neighbor Input Letters:** Signed letters from at least four (4) neighbors who reside within three lots of the event-site that include a statement of approval or disapproval.

SPECIAL RELIEF DOCUMENTATION

Please mark the categories below for which you are seeking special relief, and attach relevant supporting documents to your application.

- ☒ **Alcohol Licensure (Code Section 6-2):** If requesting to serve alcohol on public property or to sell alcohol, attach all necessary alcohol licensure applications, including State Form ABT 6003.
- ☐ **Noise Mitigation Plans (Code Section 74-484):** If requesting to exceed the noise regulations allowed by Town Code, provide an attached explanation of expected noise impacts, including the nature, duration, and location of any amplified sound. *in process*
- ☒ **Sanitary Plans:** If regular on-site restrooms are not sufficient for the event and other accommodations are to be made, provide a written explanation of those plans and include their location(s) on the required site layout. *ordering portapotty*
- ☒ **Special Event Insurance:** Proof of special events insurance coverage if requesting to hold the event on public property, with the Town of Belleair listed as additional insured.
- ☐ **Street Vending:** If planning to contract street vending for this event (i.e. food trucks), attach a letter explaining the vendor's purpose and impact, along with the vendor(s) contact information.
- ☒ **Temporary Signage (Code Section 74-572):** If requesting to place temporary signage in excess of what the Code allows, attach a plan for the signage and a statement of its purpose.
- ☐ **Waste Elimination/Restoration Plans:** If the event will create a level of waste that requires a dumpster or other cleanup not covered by regular pickup, provide an explanation of waste removal.

AUTHORIZATION

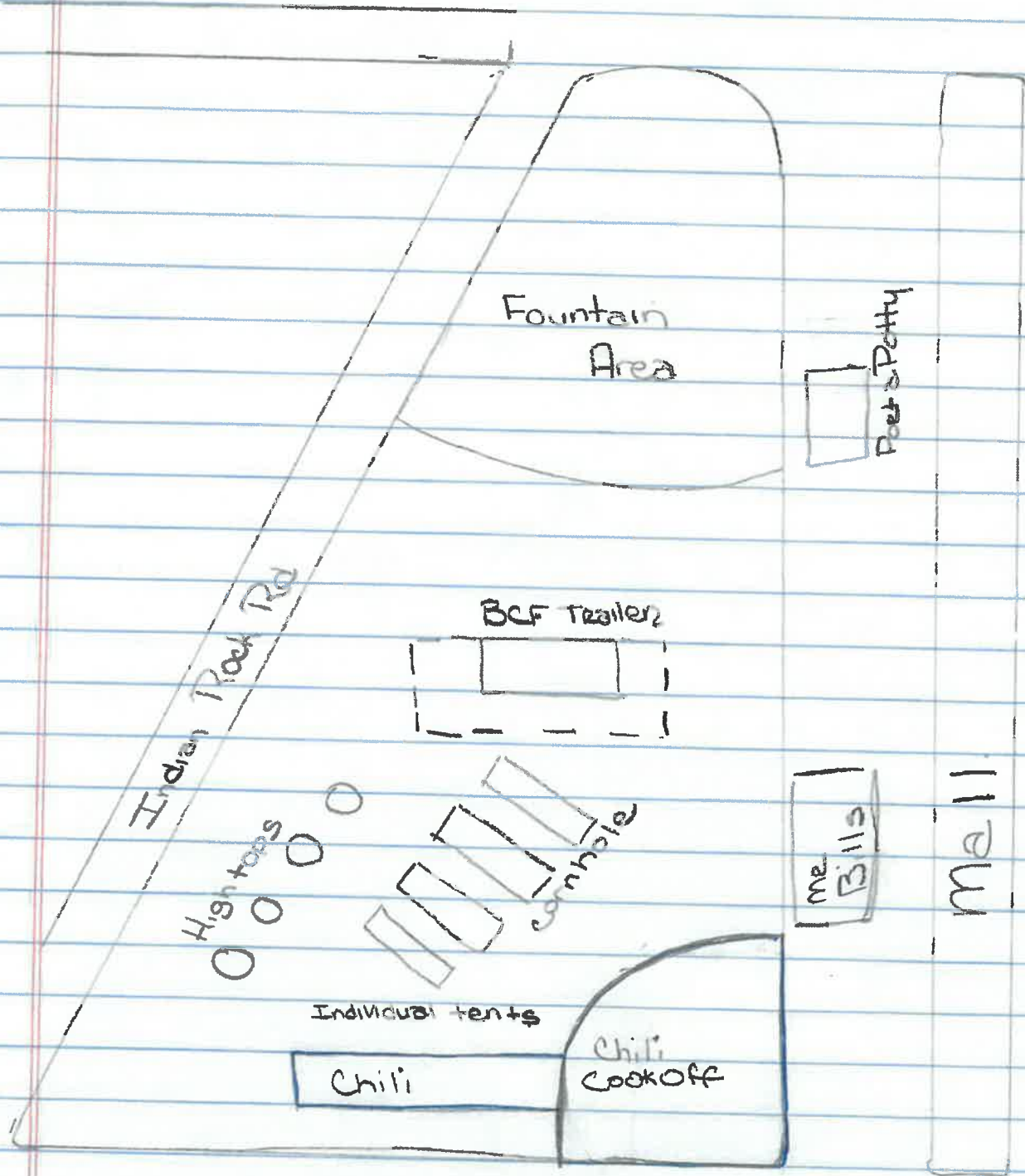
By signing below, the applicant certifies that all information provided on this application is complete and correct and that all necessary attachments have been included. The applicant also agrees to the relevant fee schedule set forth by the Town, and assumes all responsibility for any and all damages to public property that may result from the requested event. A violation of any of the permit's parameters, any other sections of the Town's Code, or other relevant laws may result in code enforcement or other legal action.

THE COMPLETION OF THIS FORM DOES NOT CONSTITUTE APPROVAL FOR A SPECIAL RELIEF PERMIT.

Karen D. Rottstatt
Applicant signature

1/6/21
Date

END OF APPLICATION



STAFF WORKFLOW (FOR TOWN USE ONLY)

Date of Application Submission to the Police Department: 1/24/21

Received By (Initials): OT Approved By (Initials): OT

Does the Police Department have any objections to this permit? ☐ Yes ☒ No

If yes, provide an explanation here or attach another sheet: (waiting on email answers)

Date of Receipt by Parks and Recreation Department: 1-14-21

Received By (Initials): LWA Approved By (Initials): LWA

Does the Parks and Recreation Dept. have any objections to this permit? ☐ Yes ☒ No

If yes, provide an explanation here or attach another sheet: _____

Date of Receipt by Town Manager: _____

Does the Town Manager have any objections to this permit? ☐ Yes ☐ No

If yes, provide an explanation here or attach another sheet: _____

Date of Commission Decision: _____

☐ Special Relief Permit is approved*

☐ Special Relief Permit is denied

Assessed Fee: _____ Due Date for Fee: _____

Town Manager's signature

Date of approval/denial

**If approved by the Commission, the Police Department will issue a Special Relief Permit to the applicant within three (3) business days. The Police Department will be responsible for enforcing the conditions of the permit before, during, and after the event.*