BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JULY 18, 2023 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS AND RECOGNITIONS

D.1 Swearing-in of new Treasure Island Fire Rescue Paramedic Elizabeth White
Treasure_Island_Fire_Rescue_Oath_of_Office_Elizabeth_White v2.doc

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Partridge
Commissioner Wetzel
Mayor Payne

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Workshop Minutes of May 16, 2023 and Regular an Workshop June 6, 2023.
05 16 2023 board-of-commissioners_workshop_minutes_summary
06 06 2023 board-of-commissioners_regular meeting_minutes_summary.docx
06 06 2023 board-of-commissioners_workshop_minutes_summary.docx

H. CONSENT AGENDA

H.1
Ratify the State of Florida Grant Agreement DMS-22/23-309 with the City of

Treasure Island for Cyber Security Services

Local Gov't Cybersecurity Grant for City of Treasure Island 6-8-2023.pdf

I. ITEMS OF BUSINESS

I.1 Quasi Judicial Proceeding - 2nd Reading and Public Hearing - Ordinance 2023-08, Final Plat for "Treasure Island Townhomes Replat"
1. Ordinance 2023-08.pdf
2. Exhibit A - Treasure Island Townhomes Final Plat.pdf
3. Boundary and Topographic Survey.pdf
4. Attorney's Opinion of Title.pdf
5. P&Z Order 2023-05-18 - Recommend Approval.pdf
6. Legal Ad -Ordinance 2023-08.pdf

I.2 First Reading of Ordinance No. 2023-09, People's Gas Franchise Agreement

Peoples Gas Franchise Agreement-Ordinance No. 2023-09 (BMO Edits) (01819559-16).docx
Peoples Gass Franchise Agreememt Ord No. 91-009.pdf

I.3 Resolution No. 2023-07, Appointments to the Code Enforcement Board
RES2023-07 Appointments of Code Enforcement Board v2.docx
07 18 2023 Code Enforcement Board Applications (9).pdf

I.4 Resolution No. 2023-06 - Off-Shore Drilling
RES 2023-06 Opposing offshore drilling 07 18 2023.docx
E-mail Re_ Local Elected Sign On Letter_ Urgent Call to Oppose New Offshore Drilling and Protect Florida's Coast.pdf
RES 2018-17 Opposition to Offshore Drilling Activities

I.5 Adopt Resolution No. 2023-08 - Proposed Property Tax Millage Rate for FY 24
Resolution_2023-08.docx
2023 Tax Roll Calendar Final.pdf

I.6
Authorize the City Manager for an increase in Purchase Authority to Hyfab Corp. for Garbage Truck Repairs from the initial amount of $60,000.00 to $80,000 for Fiscal Year 2023

I.7 Authorize the City Manager for the Execution of Purchase Authority to CUES, Inc. for the repairs and maintenance of the CUES TV Inspection Vehicle in the amount of $35,000.

I.8 City Manager Annual Performance Evaluation

J. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or

commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 18, 2023
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS AND RECOGNITIONS
SUBJECT:	Swearing-in of new Treasure Island Fire Rescue Paramedic Elizabeth White
BACKGROUND:	Elizabeth White was a paramedic (PM) student who came to Treasure Island Fire Rescue (TIFR) for her clinical rotations while in paramedic school. She was a great student and has since graduated and obtained experience working for Sunstar Ambulance. She was hired as a county certified paramedic and will be attending fire academy to obtain her State certification as a firefighter II. Until this is complete (projected date December 2023), she will function as a paramedic on Rescue 24 on our C Shift. TIFR staff is excited about the opportunity to assist PM White with preparing for the fire academy. She is training daily for the physical aspects of obtaining firefighter II certification.
POLICY/PURPOSE:	Oath of office and badge presentation to new fire department employee.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	.

ATTACHMENTS:

Treasure_Island_Fire_Rescue_Oath_of_Office_Elizabeth_White v2.doc

Treasure Island Fire Rescue

Oath Of Office

FIREFIGHTER'S OATH OF OFFICE

The following oath shall be sworn and subscribed to by all sworn members.

I, ELIZABETH WHITE, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida and the Charter and laws of the City of Treasure Island; that I am duly qualified to perform the duties of Paramedic/EMT and will protect the lives and property of the citizens and visitors in Treasure Island and support my fellow firefighters in doing the same.

_____
Signature of Person Taking Oath

_____
Date

Witness Printed Name: _____

Signature of Witness: _____

The foregoing instrument was acknowledged before me this _____day of _____20___ by _____ who is personally known to me and did take this oath, FSS177.10.

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 18, 2023
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the Commission Workshop Minutes of May 16, 2023 and Regular an Workshop June 6, 2023.
BACKGROUND:	.
POLICY/PURPOSE:	.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the Commission Workshop Minutes for May 16, 2023 and Regular and Workshop Minutes for June 6, 2023.

ATTACHMENTS:
05 16 2023 board-of-commissioners_workshop_minutes_summary
06 06 2023 board-of-commissioners_regular meeting_minutes_summary.docx
06 06 2023 board-of-commissioners_workshop_minutes_summary.docx

City of Treasure Island
Workshop Minutes
City Commission Workshop

Tuesday, May 16, 2023 – 7:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33706

- THIS MEETING WILL IMMEDIATELY FOLLOW THE 6 PM CITY COMMISSION MEETING -

Reconvening 6:57 p.m.

A. CITY ATTORNEY AND CITY MANAGER

City Attorney Jennifer Cowan had no report.

City Manager Amy Davis spoke to upcoming city events and commended Public Works for the completion of the East Treasure Island Causeway roadway and drainage improvements, Congratulated Commissioner Wetzel for participation in the Fire Ops 101 Workshop and Mayor Payne named a 2023 as a Home Rule Hero by Florida League of Cities.

B. DISCUSSION

B.1 Sustainability & Resiliency Initiatives Presentation

Mayor Payne announced the item and welcomed LEED for Cities Staff Hilari Varnadore, Vice President and David Abell, Senior Manager of U.S. Green Building Council

Ms. Varnadore and Mr. Abell presented and congratulated the city of Treasure Island and city commission with the Leadership in Energy & Environmental Decision (LEED) Gold Certification. The city was awarded 64 points and achieved 2023 LEED Gold Certification. Gold Certification Level is 60-69 credits.

Public Works Director Stacy Boyles and GIS Administrator Paul Stewart provided an overview presentation on the city's sustainability and resiliency projects city wide to date.

Commission congratulated Ms. Boyles and Mr. Stewart for achieving LEED Gold Certification for Cities Certification for the city.

There was no public comment.

C. PUBLIC COMMENT

There was no public comment.

D. ADJOURNMENT

Mayor Payne adjourned the Treasure Island City Commission Workshop at 7:27 p.m.

City of Treasure Island, Florida By: _____ J. Tyler Payne, Mayor Attest: _____ Celine Kidwell, CMC, City Clerk Minutes approved at the City Commission Regular Workshop this ____ day of
_____, 2023.

City of Treasure Island
Meeting Minutes
City Commission Regular Meeting

Tuesday, June 6, 2023 – 6:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33707

CALL TO ORDER

Mayor J. Tyler Payne called the meeting to order at 6:00 p.m.

A. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Payne.

B. ROLL CALL

Present: 5 – Mayor J. Tyler Payne, Commissioner Deb Toth, Commissioner John Doctor, Commissioner Saleene Partridge and Commissioner Beth Wetzel

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There was consensus to approve the regular and workshop agendas as presented.

D. PROCLAMATIONS AND RECOGNITIONS

D.1 Recognition of Officer Hailey Wells and Officer Kristopher Scott for Satisfactorily Completed Field Training Program

Police Chief John Barkley introduced Officer Wells and Officer Scott and recognized the officers for satisfactorily completed Field Training Program.

Commission welcomed and congratulated Officer Wells and Officer Scott on their achievements.

D.2 Proclamation - June 2023 LGBTQ Pride Month

Mayor Payne read a proclamation marking June 2023 as LGBTQ Pride Month in the city. Mayor thanked the Commission for supporting the proclamation of Pride Month last year and wanted to do it again this year.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Ray Chewning, Resident of Isle Palms, spoke to two issues about the way the Commission is spending money and how they are handling City Hall. The next issue is communication. Leaving it up to residents of Treasure Island to learn about the agenda; send the information to the residents.

F. COMMISSIONER REPORTS

- Commissioner Toth spoke to the honor of attending Memorial Day observance at Caddy's on Sunset. Thanked military men and women for their service. Recognized Code Enforcement Officer Jackie Gabriel for short term rental and thanked to Cathy Hayduke and her Parks & Recreation Team and Public Works for moving dumpsters and trimming trees at Rosselli Park i; Also, well done to Treasure Island Fire Rescue for saving the baby osprey. Rosselli Park pavers for dog park are available for purchase..

- Commissioner Doctor thanked the American Legion John G. Doran Memorial Post 158 for being able to address folks for Memorial Day. Thanked Isle of Palms Civic Association last week was last dinner and for inviting him to make a few remarks.

- Vice Mayor Partridge reminded Paradise Island Residents about Via Simpatico event

- Commissioner Wetzel thanked Life Intervention Focus Team (LIFT) for open house to community and sharing the purpose of the organization. Reminder that it is sea turtle nesting season. Also, remind visitors to knock down castles and fill in holes.

- Mayor spoke to Mr. Chewning's comments. The city has provided city hall update on the city's website. Will ask City Manager to provide an update during City Manager's report in the workshop.

- Vice Mayor Partridge shared that all agendas are always posted in advance on city website and encouraged everyone to check website.

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Regular and Workshop Minutes of March 7, 2023

Mayor Payne introduced the item and there was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the Commission Regular and Workshop Minutes of March 7, 2023 as written. The motion carried on the following roll call vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

H. CONSENT AGENDA

H.1 Hold Harmless Agreement for Use of City of St. Petersburg Training Facility Request approval of Hold Harmless Agreement with City of St Petersburg.

Mayor Payne introduced the item and there was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the Consent Agenda. The motion carried on the following roll call vote.

Moved by Saleene Partridge, seconded by Deb Toth to Approve
Motion Passed: 5-0.
Voting For: Vice Mayor Partridge, Commissioner Wetzel, Commissioner Toth, Commissioner Doctor, and Mayor Payne
Voting Against: None

I. ITEMS OF BUSINESS

I.1 Motion to Accept Donation from the American Legion John G. Doran Memorial Post 158 to the Parks and Recreation Department

Parks & Recreation Director Cathy Hayduke presented the item for City Commission's consideration and approval to accept a donation from the American Legion John G. Doran Memorial Post 158.

American Legion John G. Doran Memorial Post 158 Commander Mike Harley presented the City with a check to the Parks & Recreation Department for $1,000, Treasure Island Fire Department for $2,000 and Treasure Island Police Department for $2,000.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to accept the generous donation from the American Legion John G. Doran Memorial Post 158 for the Parks and Recreation Department's Everyone Play's Fund in the amount of $1,000 and to acknowledge the donation of $2,000 each to the Treasure Island Fire Association (TIFA) and to the Treasure Island Police Association (TIPA) for a total donation amount of $5,000.

Moved by Saleene Partridge, seconded by Deb Toth to Approve
Motion Passed: 5-0.
Voting For: Vice Mayor Partridge, Commissioner Wetzel, Commissioner Toth, Commissioner Doctor, and Mayor Payne
Voting Against: None

I.2 Motion to Accept Donation from the American Legion Auxiliary Unit 158 to the Parks and Recreation Department

Parks & Recreation Director Cathy Hayduke presented the item for City Commission's consideration and approval to accept a donation from the American Legion Auxiliary Unit 158.

The American Legion Auxiliary Unit 158 is generously donating $1,500 to the Parks and Recreation Department Everyone Plays Fund to be used for families that cannot afford the field trip associated with winter and summer camps. The American Legion Auxiliary Unit 158 generously donated a gift box to Treasure Island Fire Rescue dog, Captain.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to move to accept the generous donation of $1,500 from the American Legion Auxiliary Unit 158 for the Parks and Recreation Department's Everyone Plays Fund to be used for families that cannot afford the costs of the field trips associated with the winter and summer camps. The motion carried on the following roll call vote.

Moved by Saleene Partridge, seconded by Deb Toth to Approve
Motion Passed: 5-0.
Voting For: Vice Mayor Partridge, Commissioner Wetzel, Commissioner Toth, Commissioner Doctor, and Mayor Payne
Voting Against: None

I.3 Motion to Accept Donation from the Sons of the American Legion - Squadron 158 John G. Doran Memorial Post 158 to the Parks and Recreation Department Parks & Recreation Director Cathy Hayduke presented the item for City Commission's consideration and approval to accept a donation from the American Legion Auxiliary Unit 158.

Parks & Recreation Director Cathy Hayduke presented the item for City Commission's consideration and approval to accept a donation from the Sons of the American Legion - Squadron 158 John G. Doran Memorial Post 158.

The Sons of the American Legion is generously donating $1,000 to the Parks and Recreation Department Everyone Play's Fund to assist families otherwise unable to afford the field trips associated with winter and summer camps. The Sons of the American Legion is also donating $750 to each the Treasure Island Police Association (TIPA) and the Treasure Island Fire Association (TIFA) and $500 to the Life Intervention Focus Team (LIFT) organization.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to accept the generous move to accept the generous donation from the Sons of the American Legion - Squadron 158 John G. Doran Memorial Post 158 for the Parks and Recreation Department's Everyone Play's Fund in the amount of $1,000, and to acknowledge the donation of $750 each to the Treasure Island Fire Association (TIFA)and to the Treasure Island Police Association (TIPA) and $500 to the Life Intervention Focus Team (LIFT) for a total donation amount of $3,000.The motion carried on the following roll call vote.

Moved by Saleene Partridge, seconded by Deb Toth to Approve
Motion Passed: 5-0.
Voting For: Vice Mayor Partridge, Commissioner Wetzel, Commissioner Toth, Commissioner Doctor, and Mayor Payne
Voting Against: Non

I.4 Quasi-Judicial Proceeding - 1st Reading - Ordinance 2023-08, Final Plat for "Treasure Island Townhomes"

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

City Planner Jesse Miller introduced the item.

The final plat meets the criteria set forth in Treasure Island Code of Ordinances - Sec. 74 132 Final Plats and Florida Statutes - Chapter 177. The final plat has been reviewed by the City's engineering consultant, SEPI Inc. and the City Attorney.

There were no Commission questions or discussion.

There were no public comments.

Mayor Payne closed the public hearing and requested a motion.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth, to approve Ordinance No. 2023-08. The motion carried on the following roll call vote.

Moved by Saleene Partridge, seconded by Deb Toth to Approve
Motion Passed: 5-0.
Voting For: Vice Mayor Partridge, Commissioner Wetzel, Commissioner Toth, Commissioner Doctor, and Mayor Payne
Voting Against: None

I.5 Quasi-Judicial Proceeding - 8430 W Gulf Blvd - Variance requests for a deck and beach stair located west of the 1968 Treasure Island Mean High Water Line (1968 TI MHWL), considered the property line, rather than the 10' setback required east of the 1969 TI MHWL

Mayor Payne announced the item, stated this is a quasi-judicial hearing, and called City Attorney Jennifer Cowan to introduce the item.

1st Variance Request: Variance to Sec. 68-541 – Setback classification, with a request to allow for the 3.5’ x 11.5’ stairs built to replace those destroyed by Tropical Storm ETA to remain located at a maximum of 11’-3” west of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) considered the property line, rather than at the 10’ setback required east of the 1968 TIMHWL.

2nd Variance Request: Variance to Sec. 68-541 – Setback classification, with a request to allow for the existing wood deck measuring 11.3’ x 7.5’ to remain which is located at a maximum of 7’-6” west of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL)

considered the property line, rather than at the 10’ setback required east of the 1968 TIMHWL.

Review the staff report and application.

Human Resources Director Tiffany Makras swore in those wishing to provide testimony.

Mayor Payne called for disclosure of ex-parte communications. There were no ex-parte communications.

Jim Clark, Applicant, being duly sworn, requested approval of existing 7x11 wood deck, the west side of which is 7.5’ west of the 1968 TIMHWL, and 4x5 stairs built to replace those destroyed by Tropical Storm Eta, which are 11.3’ west of the 1968TIMHWL.

Community Development Director Kathryn Younkin, being duly sworn, provided a presentation including overview, treasure island code of ordinances, analysis of land development regulations, staff recommendations and requested approval for the variance request.

Staff recommended approval of the 1st variance request based on the analysis of the criteria in Sec. 70-221 above, finding that they have been substantially satisfied and that a hardship does exist. Staff recommended denial of the 2nd variance request based on the analysis of the criteria in Sec. 70-221 above, finding that they have not been substantially satisfied and that a hardship does not exist.

There were no rebuttals by the Applicant or Staff.

There was no public comment.

In response to questions by the Commission regarding the 2nd variance, Community Development Director Younkin confirmed the applicant would have to remove deck if second variance was denied. City Attorney Cowan confirmed that applicant has control of application and can withdraw second variance before vote. Regarding Item 8 in staff report, Community Development Director Younkin recollected that it would not be injurious.

There have been no complaints from the properties north and south of this property.

Commission inquired about the possible effects to the renourishment project.

There were no closing arguments by Staff or the Applicant.

Mayor Payne closed the public hearing and requested a motion.

Commission questions and discussion took place regarding the conditions of approval.

1st Variance Request

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth, to approve the 1st Variance Request: Variance to Sec. 68-541 – Setback classification, with a request to allow for the 3.5’ x 11.5’ stairs built to replace those destroyed by Tropical Storm ETA to remain located at a maximum of 11’-3” west of the 1968 Treasure Island Mean High Water Line

(1968 TIMHWL) considered the property line, rather than at the 10' setback required east of the 1968 TIMHWL.

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

2nd Variance Request

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth, to approve the 2nd Variance Request: Variance to Sec. 68-541 – Setback classification, with a request to allow for the existing wood deck measuring 11.3' x 7.5' to remain which is located at a maximum of 7'-6" west of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) considered the property line, rather than at the 10'-0" setback required east of the 1968 TIMHWL.

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

I.6 Resolution 2023-05 CDBG Coop Agreement with Pinellas County

City Planner Jesse Miller introduced the item and provided background information.

The City of Treasure Island along with 18 other municipalities participates in Pinellas County's Community Development Block Grant (CDBG) program. By participating in this program, the County will add Treasure Island's permanent population along with the other 18 participating municipalities and the unincorporated population of the County together, which allows for greater funding for the area. The City will be able to apply for funding for projects in designated areas defined as slum/blighted or deteriorated. Additionally, City residents can participate in County CDBG funded programs, like downpayment assistance or homeowner rehabilitation programs.

Staff recommended approval of Resolution 2023-05.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve Resolution 2023-05, authorizing renewal of a cooperation agreement with Pinellas County, Florida for the Community Development Block Grant Program for fiscal years 2024, 2025, 2026, including all successive three-year qualification periods and authorize the City manager to execute any renewal acknowledgments for the successive three-year qualification periods. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0

Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

I.7 Third Amendment to the Agreement (RFP 20-001) between the City of Treasure Island and M.T. Causley, LLC - a SafeBuilt Company

Community Development Director Kathryn Younkin introduced the item and staff recommended approval of the Third Amendment to the Agreement (RFP 20-001) between the City and M.T. Causley, a SafeBuilt Company, to ratify the renewed rates, accept the changes in terms, and ensure there are no gaps in the vendor's services.

Commissioner Wetzel asked if the 3.3% was the industry standard. City Manager stated 3.3% is low.

Mayor Payne asked if the city has been happy with M.T. Causley, LLC's performance. Community Development Director confirmed that the city is happy with their performance.

Mayor Payne explained that the difficulty of finding our own building official/inspector thus the need to outsource.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the one-year renewal of contract 20-001 with SafeBuilt building department and other planning related services and authorize the City Manager to execute an agreement to that end; and approve spending up to $425,000 for the renewal period with either contracted vendor. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

I.8 Second Amendment to the Agreement (RFP 20-001) between the City of Treasure Island and Joe Payne, Inc. D/B/A JPI

Mayor Payne stated that there was no conflict of interest and he is not connected to Joe Payne.

Community Development Director Kathryn Younkin introduced the item and staff recommended approval of the Second Amendment to the Agreement (RFP 20-001) between the City and Joe Payne, Inc. D/B/A JPI, to ratify the renewed rates, accept the changes in terms, and ensure there are no gaps in the vendor's services.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the one-year renewal of contract 20-001 with Joe Payne, Inc. for supplemental building department and other planning related services and authorize the City Manager to execute an agreement to that end. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

I.9 Motion to Approve City Manager Purchase Authority of $35,000 to Zambelli Fireworks for FY23 Fireworks Displays

Parks & Recreation Director Cathy Hayduke introduced and provide background information about this item.

Commission approval is required to authorize the expenditure of up to $35,000 to Zambelli Fireworks for the FY2023 fireworks displays.

Commissioner Deb Toth asked about the drone exploration.

Parks & Recreation Director Hayduke Cathy spoke to that staff will research the possibility of a drone show in substitution of the fireworks for the Sanding Ovations, however, if a drone show is not possible, the City will move forward with fireworks for the 2023 event.

Commissioner Toth asked, if possible, to change for a drone show. Cathy confirmed that the contract allows.

There were no public comments.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the City Manager's Purchase Authority of $35,000 to Zambelli Fireworks for the FY2023 firework shows to include displays at Sanding Ovations, New Years Eve and Fourth of July. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

I.10 Parking Program Changes and Sunset Beach Parking Plan

City Manager Amy Davis introduced the item on behalf of Finance Director Mike Munger.

City Manager Davis spoke to significant change to City policy regarding its Parking Enforcement Operations, by moving from pay-by-space to pay-by-plate. Additionally, as this

change requires the purchase of ePermitting software and license plate reader (LPR) cameras over the City Manger's threshold, therefore, Commission action is required.

Commissioner Doctor asked if this new system would catch more illegal parkers. City Manager Davis confirmed it would help with enforcement.

Commissioner Wetzel thinks sunset beach will pay for this system. Commissioner Wetzel asked if there will be discs, hardware; and/or marking off parking spaces. City Manager Davis confirmed that there will be no discs, hardware nor marking off parking spaces.

Public Comment
Commissioner heard from the following members of the audience.

Christopher McKinney spoke to the Treasure Island parking passes and costs.

City Manager confirmed it was expanded to all City owned parking lots. Asked if it was $8/hr or $3/hour? City Manager Davis responded that the city will charge higher parking rates ($8.00 per hour) which is more than market rate on residential side streets to encourage use of lots.

Ray Chewning spoke to concerns about the city spending $115K for a parking program.

Commissioner Wetzel responded parking revenue is $1M. City Manager Davis stated it's over $1.5M. Commissioner Wetzel stated that revenue is without sunset beach. This item has been discussed for years and much thought has gone into it.

Mayor Payne stated this was discussed during budget meetings and the expense was anticipated and budgeted.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to authorize the City Manager to spend up to $115,000 for the purchase of mobile License Plate Reader equipment and related software, to begin the City's migration to pay-by-plat parking enforcement. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J. ADJOURNMENT

Mayor Payne adjourned the meeting at 7:54 p.m.

City of Treasure Island, Florida

By: _____
J. Tyler Payne, Mayor

Attest: _____

Celine Kidwell, CMC, City Clerk

Minutes approved at the City Commission Regular Workshop this ____ day of _____, 2023.

City of Treasure Island
Meeting Minutes
City Commission Regular Workshop

Tuesday, June 6, 2023 – 6:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33707

- THIS MEETING WILL IMMEDIATELY FOLLOW THE 6 PM CITY COMMISSION MEETING -

Reconvening 8:06 p.m.

A. CITY ATTORNEY AND CITY MANAGER REPORT

City Attorney Jennifer Cowan spoke to changes to Financial Disclosures Form 1 beginning January 1, 2024. City Attorney Cowan provided an overview Senate Bill (SB).

- SB540 – Attorney fees for comp plan challenges
- SB258 – Prohibits staff to download apps prohibited on government devices.
- SB718 – Not signed yet; prohibits gov't referendums for Land Development Regulations (LDRs) (e.g., height/density)
- SB250 – Natural Emergencies – Change to prohibit cities/counties within 100 miles from Ian or Nicole landfall; retroactive to 9/28/22 is voided. Not signed by Governor yet.
- SB170 – Municipality required for business impact statements.

City Manager Amy Davis spoke to the following important topics and upcoming events.

- Follow up on SB250, Natural Emergencies – State Lobbyist to have a meeting to discuss how it impacts Treasure Island
- Currently, City staff is in a hurricane drill, called "Asher".
- Experiencing issues with internet and phone at City. Police Department has connection but City Hall still down. Diagnosing by process of elimination
- Army Corp is requesting some easements from City for renourishment. Waiting for more details.
- City Hall Budget – Purchased property for $6.4M; architect's initial estimate was $1.5M; total remodel cost estimate to be $3.5M. All of this came in during Covid and even though we went with the low bidder it was put out for bid and the lowest was $4M. Then cost adjustment of $520K at request of contractor which is the only adjustment. Close to finishing project. Staff has confidence project will get done within budget but is not on time.

B. DISCUSSION

B.1 Branding Initiative - Finalizing Logo Concepts and Tagline

Mayor Payne announced the item to discuss the final logo concept and tagline.

Public Information Officer Jason Beisel introduced the item and consultants Emily Schaefer and Laura Canary of Inspire Placemaking Collective provided an overview presentation including finalizing logo concepts and taglines.

Commission discussion took place regarding logo concepts and tagline.

The Commission heard from the following members of the public.

- Christopher McKinney suggested a circular design for Concept A and by removing 1/3 line of the bottom and lessen the blue then it won't compete with the city seal.

Commission directed staff to create a poll for the community to select the new city tagline of the two top choice *A Little Salty, A lot of Soul* or *Paradise Found*.

Commission thanked Ms. Schaefer and Ms. Canary for their willingness to work through the process to get to this point.

There was consensus to move this forward for consideration on the next regular meeting agenda.

B.2 Review of Treasure Bay Golf Course Design Concepts by Kimley-Horn and Associates

Mayor Payne announced the item to discuss the golf course design concepts.

Parks and Recreation Director Cathy Hayduke introduced the item and Jennifer Daoulas and Dustin Ballard of Kimley-Horn and partnered with David Ferris of Sanford Ferris Golf Course Design provided in overview to provide a cohesive design between the living shoreline, walking trail and a re-designed golf course. The team has provided two renderings to consider in the redesign of the golf course - a traditional concept and a heritage concept.

Each conceptual design is accompanied by a construction cost estimate.

Option 1: Traditional Concept
918 yards, par 27
Total Cost: $1,208,526

Option 2: Heritage Concept
955 yards, par 27
Total Cost: $1,283,491

Vice Mayor Partridge had a question about irrigation costs. City Manager and Kimley Horn representative confirmed that even if not a golf course that irrigation system would still need replacing.

Commissioner Doctor asked the consultants about the buffers and safety. Representative explained and pointed to current hole 9 as example. Currently 50' and they're proposing 75'.

The Commission heard from the following members of the public.

Ray Chewning – 11205 3rd St E – feels that this project is bad for Treasure Island. Stated it before at workshops. Was scoffed at by one of the commissioners. As a resident, this development does not reach all or benefit all residents. Treasure Bay is 30% of open space of the City. Investing on something that is only frequented by 30 people a day. It's already losing money. $720K on presentation but project creep up to $2M. That's outlandish. He's a PE and in private industry they would be fired. Do a cost/benefit analysis. There are more that don't use it than do. Better utilized if majority of 6000 residents. Asked if this item could be a nonbinding referendum. Considering of minority of people. Taxpayers of entire city. It's not fair. Heard what Mayor said about City Hall. Will Mayor step down if this project exceeds $720K? What about city manager?

Barbara Muino - Lives in Village of Paradise Island next to Treasure Bay. Issue with safety and the hole placement putting homes in line of fire from golfers. Current buildings have 30-50 holes from golf balls. Reversing the design puts her home in harm's way. Walking trail/living shoreline – current fence is about 40 years s old and only 4' high. People currently climb over fence to get golf balls. For safety, will that fence be replaced or made higher? Asked about the golf maintenance buildings placement in new designs.

Kimley-Horn Representive responded to questions: yes, maintenance building relocated; greens are currently 50' and would be extended 75' with a shorter shot; vegetative plantings to prevent hitting the homes. Barbara stated they don't want their view blocked with vegetation.

Subconsultant David Ferris addressed the first public commenter and stated this should become a positive revenue stream. If a park goes there, not a revenue generator.

Parks and Recreation Director Hayduke spoke about relocation of the maintenance building; budgeted for this year. Fencing is not currently under discussion.

Anita Finelly – what makes us unique was discussed with branding. This golf course makes us unique and needs some love. But with improvement would draw the crowds. Safety minded and the walking trail. Increasing the buffer from 50 to 75' is safety minded. She lives in the community and to make it a big empty green space would not be attractive for anyone. As a Paradise Island resident, she doesn't go to the Rosselli dog park; but people do use it. Doesn't want to see us lose this amenity.

Robert Mason – Family has been on Treasure Island since 1963. Has played Treasure Bay course since its inception and it's in terrible shape. Had a great time but the course is bad. Not everyone is a golfer or walker. To address concerns with hole 9. He would use a 9 iron. If that gets shortened to 80' then he would use a pitching wedge, so no harm to housing. Concept A – smaller greens is lower maintenance. Larger the green the more expensive. Not a fan of sharing a tee box – divots and double the usage. Safety on the course walkway and golf; hard mix. Someone will pass in line of play – deals with it on larger courses. Agrees the fence on hole 9 is falling apart. Shares passion with other commenter about fiscally sound city but the course is in bad shape.

Marianne Freibott – asked why is this last on the agenda? Did the golf course get a grant?

City Manager Amy Davis responded that the city got a grant for living shoreline and walking trail.

Marianne continued what is the difference between general prep and demo/clearing? a shame to get rid of the putting green. Once you get this redesigned, will have to hire someone who knows how to maintain. Their golf league now has 42 members. Play every Tuesday at 9am. If the golf course will be closed, can they be told in advance to plan. Has seen more people play Treasure Bay this year on the crappiest greens ever. Ever since Gary left – the golf pro; he kept that place going. Hire someone to keep it going.

Parks & Recreation Director Hayduke spoke to when Gary was there, we had the same maintenance crew as we have today – in defense of her staff. Agreed the greens need help – beyond band aids. Agrees has an increase in play for this year. Addressed the variables about the blanket statement of 30 people per day. Would need to add an additional maintenance position. Has not had the equipment so if this investment would be made, would need to have equipment and additional position for maintaining it.

Mr. Ferris – larger greens is better but needs more maintenance. Suggested outsourcing the greens maintenance.

Fred Orr – mentioned D-Day anniversary. Utilize the land for the most people who will use it. The cream of the crop of Treasure Island is the beach trail and beach. If you upgrade the greenspace, it will be used. Recommendation is to use it for a common use area that most people can use.

Mr. Ferris responded to answer difference between general prep and demo/clearing.
Kimley Horn Representative – reminded this is 2 different projects.

Gary Potenizano – Treasure Lane – versatility out of the two different options. This is a money-making project. Twin Brooks made their budget by March. If we do this right this location would make money.

Commissioner Wetzel asked about our no-fill ordinance for the construction. City Manager Davis stated this is not using fill; it's moving existing dirt around.

Commission discussion took place regarding construction costs, next steps, design concepts.

There was consensus to move this forward for consideration on the next regular meeting agenda.

C. PUBLIC COMMENT

There was no public comment.

D. ADJOURNMENT

Mayor Payne adjourned the Treasure Island City Commission Workshop at 10:52 p.m.

City of Treasure Island, Florida

By: _____
J. Tyler Payne, Mayor

Attest: _____
Celine Kidwell, CMC, City Clerk

Minutes approved at the City Commission Regular Workshop this ____ day of _____, 2023.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 18, 2023
SUBMITTED BY:	Chris Pagan, IT & Communications
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Ratify the State of Florida Grant Agreement DMS-22/23-309 with the City of Treasure Island for Cyber Security Services
BACKGROUND:	The state CIO, James Grant, with Governor DeSantis have put together a cybersecurity grant team, FL [Digital Service]. The goal of this team is to put together a suite of cybersecurity products using a preselected group of vendors. This suite is then offered to Florida municipalities, counties, and public safety agencies for their use.
POLICY/PURPOSE:	The purpose of this state grant DMS-22/23-309 is to provide a suite of cybersecurity services to municipalities, counties, and public safety agencies.
STRATEGIC PLAN RELEVANCE:	This suite of cybersecurity services will help strengthen our stance against those who would attack our information infrastructure. By doing so, our commitment to continuity of communication for staff and citizens with the City will be better protected.
ANALYSIS/DISCUSSION:	I'll be happy to discuss the exempt and confidential details of the grants one on one and not in a public forum due to the nature of the grant for the security of the City's IT infrastructure.
FUNDING:	This grant is a no fund grant. As such, the City will not be required to match or maintain any services provided by this state grant.
MOTION:	I move to ratify the approval and authorization for the City

Manager to execute the State of Florida Cyber Security Services Grant Agreement.

ATTACHMENTS:
Local Gov't Cybersecurity Grant for City of Treasure Island 6-8-2023.pdf

Ron DeSantis, Florida Governor
Pedro Allende, Secretary
James Grant, Florida State Chief Information Officer

GRANT AGREEMENT

FOR

LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM

CONTRACT NO: DMS-22/23-309

CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.009

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

City of Treasure Island

GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and the City of Treasure Island (Grantee) and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award grants to the Grantee for cybersecurity technical assistance; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the funds will be utilized as described in Attachment A.1 – Solution Statement of Work and/or Attachment A.2 – Funding Statement of Work, as applicable. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the terms of this Agreement. No renewals or extensions of the Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. "Agreement" means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties and supersede any and all prior agreements and understandings related to the subject matter thereof.

   All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

   a. This Grant Agreement
   b. The Statement(s) of Work:
      Attachment A.1 – Solution Statement of Work
      Attachment A.2 – Funding Statement of Work (applicable if added by Amendment)
   c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
   d. Attachment C, Grantee Data Sharing Agreement(s) ("DSA"), if applicable

e. Final Implementation Plan(s), if awarded solutions under Attachment A.1.

2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.

3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.

4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the Department's/FL[DS]'s provision of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

2. Primary Contacts.

a. **Department's Grant Manager** (see section 215.971, F.S.).
Lacy Perkins
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399
Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov

b. **Grantee's Grant Manager**
Name: Christopher Pagan
Organization: City of Treasure Island
Mailing Address: 120 108th Ave
City, Zip Code: Treasure Island, 33706
Telephone: (727) 547-4575
Email: cpagan@mytreasureisland.org

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notice must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023.

2. Funding Awards. Pursuant to section 215.971, F.S., if funding is provided to the Grantee under this Agreement pursuant to Attachment A.2 – Funding Statement of Work, the following applies:

   a. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the performance period.
   b. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
   c. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of the Agreement.

3. Services, Licenses, or Commodities Awards. If applicable, the Grantee agrees to implement services, licenses, or commodities described in Attachment A.1 – Solution Statement of Work, according to the Final Implementation Plan(s) as executed by the Parties.

   All use of the items described in Attachment A.1 – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto. If awarded funding and the Grantee desires to integrate purchased services, licenses, or commodities with the State Cybersecurity Operations Center, a DSA shall be separately executed for such.

   As this Agreement will need to be entered prior to the procurement of the awarded services, licenses, or commodities, the availability of such awarded services, licenses, or commodities may be affected and are subject to change. If such changes are required, the Department will work with the Grantee to amend this Agreement. Such limitations do not apply for funding awards.

4. State Financial Assistance. In accordance with section 215.971(1), Florida Statutes (F.S.), the Grantee may utilize any provided commodities or services only in accordance with this Agreement.

5. Payment Process. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A.1 – Solution Statement of Work. For funding awards, please see Attachment A.2 –Funding Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section Q, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:

   a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
   b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

   Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

6. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Agreement period and all pending matters or the period required by the General Records Schedules

maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf.

7. MyFloridaMarketPlace (MFMP). Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in section 215.97, F.S., and are exempt from the MFMP Transaction Fee pursuant to Rule 60A-1.031(6)(d), F.A.C. The Department, on behalf of the Grantee, will process payments for commodities or services awarded through MFMP.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section S, Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of the awarded services, licenses, or commodities.

2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all services, licenses, or commodities received by the Department under this Agreement.

3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

5. If awarded services, licenses, or commodities described in Attachment A.1, Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s). Additional requirements may be incorporated in the Final Implementation Plan(s).

6. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
   a. cybersecurity insurance limits and deductibles;
   b. information relating to critical infrastructure;
   c. incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
   d. network schematics;
   e. hardware and software configurations; and
   f. encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

   If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

   In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to

take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves any services, licenses, or commodities under the Agreement, to which the Grantee (or, to the

extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:

a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:

   a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
   b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in either version of Attachment A, Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the services, licenses, or commodities provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities or granted commodities and services hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.

3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in either versions of Attachment A, Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Entire Agreement:

This Agreement, including all referenced attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This

Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

P. Termination:

1. Termination for Failure to Implement. For awarded services, licenses or commodities under Attachment A.1 – Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.

2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

3. Termination for Cause. The Department may terminate the Agreement if the Grantee fails to:

   a. satisfactorily complete the deliverables within the time specified in the Agreement;
   b. maintain adequate progress, thus endangering performance of the Agreement;
   c. honor any term of the Agreement; or
   d. abide by any statutory, regulatory, or licensing requirement.

   The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.

5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:

   a. Stop work under this Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work that has not been terminated by the Department, if any.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
   d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement.

No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

Q. Dispute Resolution:

Disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County.

Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

R. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.

3. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

4. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this section R., indemnification by either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

S. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee,

retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

T. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

U. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list 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."

3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

4. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Grantee:

City of Treasure Island

By: Amy L. Davis

Name: Amy Davis

Title: City Manager

Date: 6/8/2023

Department of Management Services:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A.1
SOLUTION STATEMENT OF WORK

1. **Scope of Work.**

Pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for cybersecurity technical assistance purposes. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project"). The Florida Local Government Cybersecurity Grant is a competitive grant program to provide funding for cybersecurity technical assistance to local Florida governments to enhance their cybersecurity capabilities.

2. **Awarded Capabilities.**

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

Endpoint-Based Asset Discovery (Agent); Network-Based Asset Discovery (Agentless); External-Facing Asset Discovery; Content Delivery Network; Security Operations Platform; Email Security Solution

Note: The Department will make its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. **Grantee Responsibilities.**

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. **Department Responsibilities.**

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. **Deliverables.**

The Grantee shall complete the following deliverable(s) on the dates specified, but Deliverables 1-3 shall be completed by June 30, 2023:

Deliverables		
No.	**Tasks**	**Performance Measures and Due Dates**
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 15 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.
3	Approve Final Implementation Plan(s) for solutions awarded.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). **If the Grantee chooses to proceed with a solution**, the Grantee must approve the Final Implementation Plan within five (5) calendar days of the vendor providing the draft Implementation Plan.
4	Complete all tasks in accordance with the Final Implementation Plan(s).	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the

performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. **Financial Consequences for Failure to Timely and Satisfactorily Perform.**

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment B: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A Grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at each of the following addresses:

      Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

      or

      Paper copies:
      Grant Manager
      Florida Digital Service
      Department of Management Services

2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399
Email: Cybersecuritygrants@digital.fl.gov

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A: Cybersecurity Technical Assistance Grants

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.009

   Amount: $_____

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. DMS-22/23-309 between the Grantee and the Department, entered in State fiscal year 2022-23.

Attachment C
Grantee Data Sharing Agreement

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.

B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.

C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.

D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.

E. County and Municipality Cybersecurity Technical Assistance Program ("the Program") – refers to the grant program established by the 2022-2023 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.

F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.

G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.

I. HIPAA - Health Insurance Portability and Accountability Act of 1996.

J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.

K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this DSA, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

L. Software Entitlement – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1.

II. Responsibilities of the Parties

A. **Data Transmission**. Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.

B. **Compliance with Applicable Laws**. Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

C. **Compliance with Information Security Standards**. Each Party covenants and agrees to comply with Rule Chapter 60GG-2, Florida Administrative Code ("Security Standards"), with respect to its obligations under this DSA. Grantee shall implement the Security Standards with respect to its obligations under this DSA as an "Agency," regardless of whether they meet the definition of "Agency" in Rule Chapter 60GG-2, Florida Administrative Code.

FL[DS], Grantee, and Authorized Third Parties shall implement reasonable and appropriate administrative, technical, and physical safeguards to maintain the security and protect the confidentiality, integrity, and availability of Access.

Grantee shall instruct all its Authorized Users with the opportunity for Access on the safeguards and requirements of the DSA and all applicable federal and state requirements.

D. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.

E. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

A. FL[DS] is responsible for:

1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;

3. Providing the Grantee with the option to utilize Software Entitlements; and

4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.

B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].

C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

A. Covered Data is and shall remain the property of Grantee.

B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:

1. Ensuring a level of security appropriate to the risk in respect of Covered Data;

2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;

3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;

4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;

5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;

6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;

7. Backing up Covered Data, if required by law or Grantee policy; and

8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.

C. FL[DS] is not responsible for, and has no obligation for:

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or

2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:

1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.

2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach

notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.

3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.

4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.

B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.

C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.

E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA.

VI. Additional Terms Applicable to Certain Circumstances.

A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E,

below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.

B. **CJIS**. The terms and conditions of this Section VI.B. apply when Covered Data involved in a Project includes criminal justice information.

1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.

2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.

4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

C. **HIPAA and State Protected Health Information.** The terms and conditions of this Section VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.

1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.

2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this section, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.

3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.

4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.

5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.

D. **FERPA**. The terms and conditions of this Section VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").

1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA).

2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.

4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.

E. **DPPA**. The terms and conditions of this Section VI.E. apply when Covered Data includes motor vehicle record information.

1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").

2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.

4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: mailto:Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Name: Christopher Pagan
Organization: City of Treasure Island
Mailing Address: 120 108th Ave
City, Zip Code: Treasure Island, 33706
Telephone: (727) 547-4575
Email: cpagan@mytreasureisland.org

Grantee's IT Coordinator:

Name: Mike Munger
Organization: City of Treasure Island
Mailing Address: 120 108th Ave
City, Zip Code: Treasure Island, 33706
Telephone: (727) 547-4575
Email: mmunger@mytreasureisland.org

B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Section VII.C. for a material breach.

IX. Grantee Additional Terms

A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the "Local Government Cybersecurity Act," directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include "[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government." S. 282.3185, F.S.

Under Specific Appropriation 2944A of the 2022-2023 General Appropriations Act, FL[DS] was directed to establish a competitive cybersecurity technical assistance grant program for municipalities and counties.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency's existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit A

Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].

B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.

C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].

E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.

F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.

G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.

H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] access to assist Grantee with responding to incidents.

III. Incident Response

A. **Incident Response Support.** As specified in section 282.3185(5), F.S., upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

B. **Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit B

Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.

B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.

C. Local Government Cybersecurity Grant Program ("the Program") –The Program established by the 2022-2023 General Appropriations Act to improve county and municipal cybersecurity posture and resiliency.

D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1 of the Grant Agreement.

E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].

F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.

G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.

H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.

I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.

J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization's Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by

Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.

B. **FL[DS] Role and Responsibilities**: FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

   FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

   FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

C. **Grantee's Role and Responsibilities:** Grantee is responsible for:

   a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;

   b. Activating and deactivating the Access, credentials, and privileges of its authorized users;

   c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;

   d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and

   e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.

   Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

D. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.

E. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 18, 2023
SUBMITTED BY:	Jesse Miller, Community Development
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Quasi Judicial Proceeding - 2nd Reading and Public Hearing - Ordinance 2023-08, Final Plat for "Treasure Island Townhomes Replat"
BACKGROUND:	The proposed development site consists of two parcels (12304 Lagoon Ln. and the vacant parcel to the south) which abut Boca Ciega Bay. There is an existing single-family dwelling that was constructed in 1938 at 12304 Lagoon Ln. The adjacent parcel to the south is vacant. The preliminary plat was approved by the Planning and Zoning Board on September 15, 2022. The proposed site plan for the townhouse development was approved by the Planning and Zoning Board on October 20, 2022. The final plat was previously approved by the City Commission on December 6, 2022 through Ordinance 2022-15, but was not recorded within 90 days of approval per Code and is facially invalid. On June 6, 2023, the first reading and public hearing for Ordinance 2023-08 was conducted.
POLICY/PURPOSE:	The purpose of Ordinance 2023-08 is to approve the final plat for "Treasure Island Townhomes", consisting of three townhouse lots and a common lot. The City's code requires an ordinance for any subdivision of land, therefore, requiring City Commission approval.
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development Goal 1: Foster a vibrant business community.
ANALYSIS/DISCUSSION:	The final plat meets the criteria set forth in Treasure Island Code of Ordinances - Sec. 74-132 Final Plats and Florida

Statutes - Chapter 177. The final plat has been reviewed by the City's engineering consultant, SEPI Inc. and the City Attorney.

On May 18, 2023, the Planning and Zoning Board voted to recommend approval of Ordinance 2023-08, Final Plat for "Treasure Island Townhomes", with the following conditions:
1. Upon second reading and adoption of the proposed ordinance by City Commission, the applicant shall submit two mylars to the City for signatures prior to recording.
2. Prior to a building permit being issued for construction, a subdivision plat shall be recorded with the County Clerk of the Circuit Court, per Treasure Island Code of Ordinances Sec. 68-490(3).
3. The subdivision plat shall be recorded with the County Clerk of the Circuit Court within 90 days of approval by City Commission, per Treasure Island Code of Ordinances Sec. 74-132(8).
4. Lot 4 is restricted to use as a common area for Lots 1, 2 and 3, utilities, and ingress and egress.
5. Prior to issuance of a C.O., an association will own Lot 4, wherein owners of Lots 1, 2 and 3 are members of that association.

FUNDING: N/A

MOTION: I move to approve/deny Ordinance 2023-08, Final Plat for "Treasure Island Townhomes", at this second reading and public hearing.

ATTACHMENTS:
1. Ordinance 2023-08.pdf
2. Exhibit A - Treasure Island Townhomes Final Plat.pdf
3. Boundary and Topographic Survey.pdf
4. Attorney's Opinion of Title.pdf
5. P&Z Order 2023-05-18 - Recommend Approval.pdf
6. Legal Ad -Ordinance 2023-08.pdf

ORDINANCE NO. 23-08

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, APPROVING THE FINAL PLAT FOR TREASURE ISLAND TOWNHOMES, A REPLAT OF LOTS 12 AND 13, BLOCK 11, OF CONEY ISLAND, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 9, PAGE 106, IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; AND GENERALLY LOCATED AT 12304 LAGOON LN. AND THE VACANT PARCEL TO THE SOUTH, AS ATTACHED HERETO IN EXHIBIT "A", PROVIDING FOR RECORDING, SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, on September 15, 2022, the Planning and Zoning Board approved the Preliminary Plat of Treasure Island Townhomes, located at 12304 Lagoon Ln. and the vacant parcel to the south, with the conditions that the final plat be prepared and submitted for final approval within one year from the date of preliminary approval, the final plat be prepared in accordance with Treasure Island Code of Ordinances Sec. 74-132 and Florida Statutes Chapter 177, and prior to a building permit being issued for construction, the final plat be recorded with the county clerk of the circuit court; and

WHEREAS, the owner and developer, 2101 TI 12304 Lagoon Lane LLC, submitted an application to the City of Treasure Island to review the final plat on April 14, 2023; and

WHEREAS, on May 18, 2023, the Planning and Zoning Board voted to recommend approval of the Treasure Island Townhomes Final Plat to the City Commission, with the conditions that: upon second reading and adoption, the applicant shall submit two mylars to the City for signature; that prior to a building permit being issued for construction, the subdivision plat be recorded with the county clerk of the circuit court; that the subdivision plat shall be recorded with the county clerk of the circuit court within 90 days of approval by City Commission; that Lot 4 is restricted to use as a common area for Lots 1, 2, and 3, utilities, and ingress and egress; and that prior to issuance of a C.O., an association will own Lot 4, wherein owners of Lots 1, 2 and 3 are members of that association; and

WHEREAS, as required per Florida Statutes, Chapter 177, Deuel & Associates, a SEPI company, conducted a peer review of the final plat for Treasure Island Townhomes and identified a number of corrections to be made; and

WHEREAS, on August 23, 2022, the City of Treasure Island was notified by Deuel & Associates, a SEPI company, that the Treasure Island Townhomes final plat was corrected, as requested; and

WHEREAS, the final plat was previously approved by the City Commission on December 6, 2022 through Ordinance 2022-15, but was not recorded within 90 days of approval per Code and is facially invalid; and

WHEREAS, the City Commission concurs with the recommendation of the Planning and Zoning Board and the findings of Deuel & Associates, a SEPI company, to approve the final plat of Treasure Island Townhomes.

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. APPROVAL OF FINAL PLAT FOR TREASURE ISLAND TOWNHOMES.
Pursuant to the requirements set forth in Florida Statutes, Chapter 177 and Treasure Island Code of Ordinances, Volume II, Subpart B, Land Development Regulations, Chapter 74 "Subdivisions", the Treasure Island Townhomes final plat as attached hereto in Exhibit "A", is hereby approved.

SECTION 2. RECORDING.
The Applicant for the final plat of Treasure Island Townhomes shall record the plat in the Public Records of Pinellas County, FL, within 90 days of approval by the City Commission, at the Applicant's sole expense.

SECTION 3. SEVERABILITY.
It is declared to be the intent of the City Commission that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. CONFLICT.
This action supersedes all codes and ordinances of the City or parts of, in conflict with this ordinance, to the extent of the conflict.

SECTION 5. EFFECTIVE DATE.
This ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 6th day of June, 2023.

SECOND READING and PUBLIC HEARING on the 18th day of July, 2023.

PUBLISHED in the Tampa Bay Times on the 5th day of July, 2023.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the 18th day of July, 2023 by Commissioner

_____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

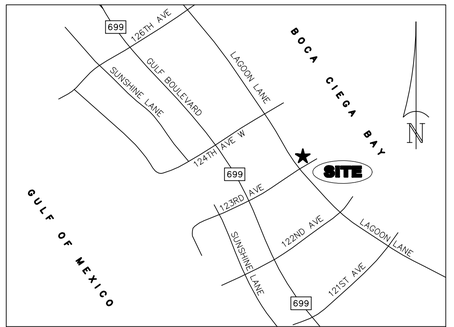
Ordinance 2023-08

Exhibit “A”

PB , PG

TREASURE ISLAND TOWNHOMES REPLAT

BEING A REPLAT OF LOTS 12 & 13, BLOCK 11, CONEY ISLAND AS RECORDED IN PLAT BOOK 9, PAGE 106 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND BEING LOCATED IN SECTION 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST, ALL LYING IN THE CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



VICINITY MAP (Not to Scale)

DESCRIPTION

PARCEL 1:

LOT 12, BLOCK 11, CONEY ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 106, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH ALL OF THAT TRACT OF LAND BOUNDED ON THE SOUTHWEST BY THE NORTHEASTERLY BOUNDARY OF LOT 12, BLOCK 11, OF CONEY ISLAND ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, ON THE NORTHWEST BY THE PROJECTED NORTHWESTERLY SIDE–LINE OF SAID LOT 12, ON THE NORTHEAST BY THE WATERS OF BOCA CIEGA BAY AND ON THE SOUTHEAST BY THE PROJECTED SOUTHEASTERLY SIDE–LINE OF SAID LOT 12, BEING ALL OF THE LAND LYING BETWEEN THE NORTHWESTERLY AND THE SOUTHEASTERLY PROJECTED SIDE–LINES OF SAID LOT 12, AND BETWEEN THE NORTHEASTERLY LINE OF SAID LOT 12 AND THE WATERS OF BOCA CIEGA BAY.

PARCEL 2:

LOT 13. BLOCK 11, OF CONEY ISLAND. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, AT PAGE 106, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH ALL THAT LAND LYING NORTHEASTERLY OF LOT 13, BLOCK 11, CONEY ISLAND, AND BETWEEN SAID LOT 13 AND THE WATERS OF BOCA CIEGA BAY.

CONTAINING 0.255 ACRES (11,125 SF), MORE OR LESS.

DEDICATION

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF "TREASURE ISLAND TOWNHOMES REPLAT" AND THAT BESIDES THEIR INTERESTS THEREIN, THERE ARE NO OTHER OUTSTANDING INTERESTS IN SAID PROPERTY, WHICH PROPERTY IS HEREBY PLATTED AS TREASURE ISLAND TOWNHOMES SUBDIVISION.

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHTS–OF–WAY SHOWN HEREON.

OWNER

2101 TI 12304 LAGOON LANE, LLC

BY: WJ DEVELOPMENT HOLDINGS, LLC
LIMITED LIABILITY COMPANY

JIM DONATELLI – MANAGER

WITNESS SIGNATURE

WITNESS NAME PRINTED

WITNESS SIGNATURE

WITNESS NAME PRINTED

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2023 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED _____, MANAGER OF 2101 TI 12304 LAGOON LANE, LLC, TO BE KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREON CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER OWN FREE ACT AND DEED, AS SUCH OFFICER, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
OR PLACE STAMP OR SEAL HERE

CERTIFICATE OF APPROVAL OF THE CITY COMMISSION

APPROVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA, THIS____DAY OF _____, 2023. PROVIDED THAT THIS PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN 90 DAYS FROM DATE OF THIS APPROVAL.

MAYOR – COMMISSIONER

CITY CLERK – –

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF PINELLAS } SS

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS ____DAY OF _____, 2023.

KEN BURKE, CLERK
PINELLAS COUNTY, FLORIDA

DEPUTY CLERK

CERTIFICATE OF APPROVAL OF THE REVIEWING SURVEYOR

I HEREBY CONFIRMED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUES. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

FREDERICK S. BACHMANN
PROFESSIONAL LAND SURVEYOR NO. 5174
DEUEL & ASSOCIATES, A SEPI COMPANY
565 S. HERCULES AVENUE
CLEARWATER, FL 33764

DATE

SURVEYOR'S CERTIFICATE:

I, DAN H. RIZZUTO, HEREBY CERTIFY THAT ON DECEMBER 22, 2022, THIS PROPERTY KNOWN AS "TREASURE ISLAND TOWNHOMES" WAS SURVEYED AND THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, THAT IT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA THEREUNTO APPERTAINING, AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF SECTION 177 PART 1 OF THE LAWS OF THE STATE OF FLORIDA PERTAINING TO MATERIALS AND COMPOSITION.

DAN H. RIZZUTO
PROFESSIONAL LAND SURVEYOR NO. 5227
POLARIS ASSOCIATES, INC.
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FL 33765
LB #6113

POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD SUITE D
CLEARWATER, FLORIDA 33765
(727) 461–6113

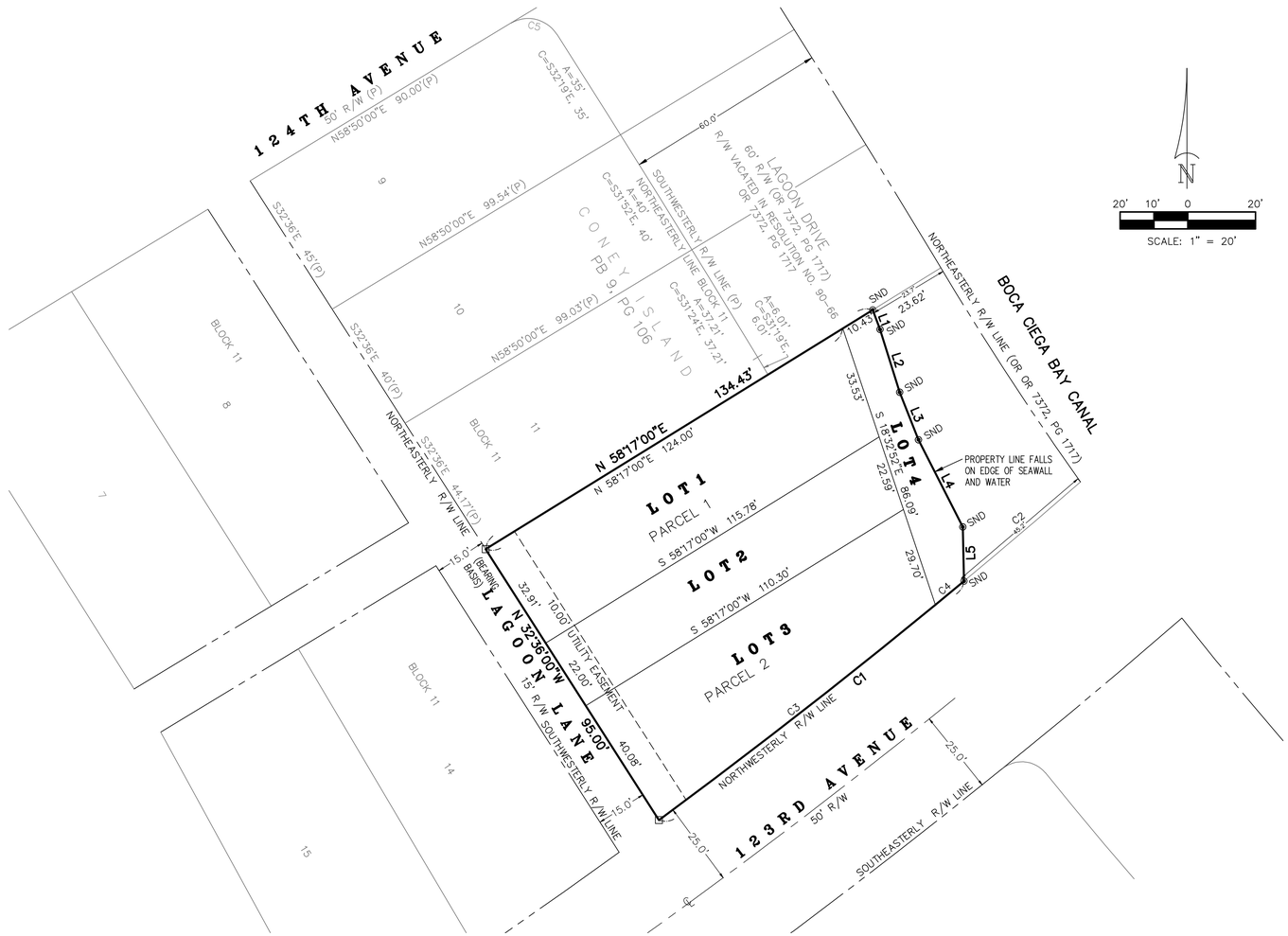
5379–01

H:\PROJECTS\Proj\5379 PLAT\Dwg, 7/13/2023 11:04:59 AM, DWB

PB , PG

TREASURE ISLAND TOWNHOMES REPLAT

BEING A REPLAT OF LOTS 12 & 13 BLOCK 11, CONEY ISLAND AS RECORDED IN PLAT BOOK 9, PAGE 106 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND BEING LOCATED IN SECTION 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST, ALL LYING IN THE CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



N

20' 10' 0 20'

SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°22'56"E	6.17'
L2	S17°21'54"E	19.42'
L3	S21°38'59"E	15.10'
L4	S26°50'53"E	28.91'
L5	S01°21'51"E	15.99'

CURVE TABLE				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING & LENGTH
C1	114.48'	1935.00'	03°23'24"	N51°55'51"E, 114.47'
C2	45.16'	1935.00'	01°20'14"	N49°34'02"E, 45.16'
C3	103.53'	1935.00'	03°03'56"	N52°05'35"E, 103.52'
C4	10.95'	1935.00'	00°19'28"	N50°23'53"E, 10.95'
C5	15.44'(P)			S76°46'E(P), 13.95'(P)

LEGEND
FCM ■ = FOUND 4"x4" CONCRETE MONUMENT
FOP● = FOUND OPEN PIPE
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
P = PLAT
PB = PLAT BOOK
PG = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
PRM = PERMANENT REFERENCE MONUMENT
□ = SET 4"x4" CONCRETE MONUMENT PRM LB 6113
○ = SET 1/2" IRON ROAD WITH CAP LB6113
✱ = SET NAIL & DISK PRM LB6113
R/W = RIGHT-OF-WAY
SCM = SET CONCRETE MONNUMENT
⊕ = SECTION CORNER
O/A = OVERALL
SND = SET NAIL & DISK

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAGOON LANE, BEING ASSUMED AS N.32°36'00"W..

2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHICAL FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3. ALL PLATTED UTILITY EASEMENTS MUST PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

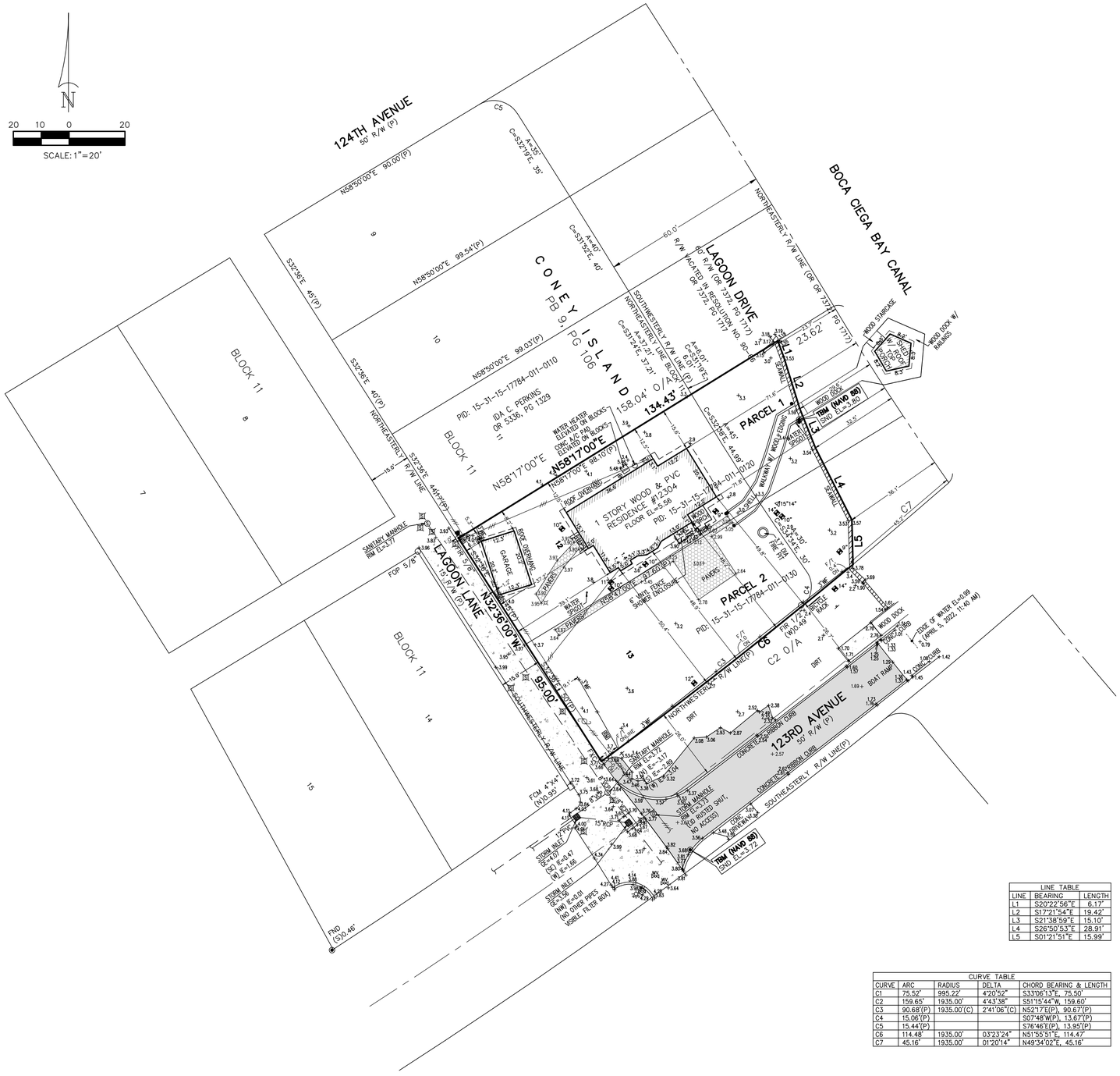
4. LOT 4 IS RESTRICTED TO USE AS A COMMON AREA FOR LOTS 1, 2, AND 3, UTILITIES AND INGRESS AND EGRESS.

5. PRIOR TO ISSUANCE OF A C.O., AN ASSOCIATION WILL OWN LOT 4, WHEREIN OWNERS OF LOTS 1, 2 AND 3 ARE MEMBERS OF THAT ASSOCIATION.

POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD SUITE D
CLEARWATER, FLORIDA 33765
(727) 461-6113

5379-01 *SHEET 2 OF 2*

H:\MKR\5379\dwg\5379 PLAT.mvt Aug. 7/14/2023 1:04:43 PM, EVR



LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°22'56"E	6.17'
L2	S17°21'54"E	19.42'
L3	S21°38'59"E	15.10'
L4	S26°50'53"E	28.91'
L5	S01°21'51"E	15.99'

CURVE TABLE				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING & LENGTH
C1	75.52'	995.22'	4°20'52"	S33°06'13"E, 75.50'
C2	159.65'	1935.00'	4°43'38"	S51°15'44"W, 159.60'
C3	90.68'(P)	1935.00'(C)	2°41'06"(C)	N52°17'E(P), 90.67'(P)
C4	15.06'(P)			S07°48'W(P), 13.67'(P)
C5	15.44'(P)			S76°46'E(P), 13.95'(P)
C6	114.48'	1935.00'	03°23'24"	N51°55'51"E, 114.47'
C7	45.16'	1935.00'	01°20'14"	N49°34'02"E, 45.16'

L E G E N D

A/C = AIR CONDITIONER UNIT
BLDG = BUILDING
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CLF = CHAIN LINK FENCE
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
COR = CORNER
CPB = CONDOMINIUM PLAT BOOK
C/T = CURB TIE
(D) = DEED DATA
DB = DEED BOOK
DIP = DUCTILE IRON PIPE
ECMP = ELLIPTICAL CORRUGATED METAL PIPE
EL = ELEVATION
EP = EDGE OF PAVEMENT
ERCP = ELLIPTICAL REINFORCE CONCRETE PIPE
(F) = FIELD DATA
FCM = FOUND CONCRETE MONUMENT
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIR = FOUND IRON ROD
FND = FOUND NAIL & DISC
FOP = FOUND OPEN PIPE
FPP = FOUND PINCHED PIPE
FRRS = FOUND RAILROAD SPIKE
F/T = FENCE TIE
FXC = FOUND X-CUT
GE = GRATE ELEVATION
IE = INVERT ELEVATION
(L) = LEGAL DESCRIPTION DATA
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
MAS = MASONRY
MHW = MEAN HIGH WATER
NP = NORMAL POOL
O/A = OVERALL
OR = OFFICIAL RECORDS BOOK
(P) = PLAT DATA
PB = PLAT BOOK
PG = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
P/T = PAVEMENT TIE
PVC = POLY VINYL CHLORIDE
RCP = REINFORCE CONCRETE PIPE
RLS = REGISTERED LAND SURVEYOR
R/W = RIGHT-OF-WAY
SEC = SECTION
SHW = SEASONAL HIGH WATER
SIR = SET IRON ROD 1/2" LB 6113
SND = SET NAIL & DISC LB 6113
SR = STATE ROAD
S/T = SIDEWALK TIE
STY = STORY
SW = SIDEWALK
TBM = TEMPORARY BENCH MARK
(TYP) = TYPICAL
VCP = VITRIFIED CLAY PIPE
W/ = WITH
WF = WOOD FENCE
W/T = WALL TIE
+ 25.25 = POINT OF ELEVATION

BP = BACKFLOW PREVENTER
● = BOLLARD or POST
CA = BOX, CABLE TELEVISION
EU = BOX, ELECTRIC UTILITY
△ = BOX, ELECTRIC UTILITY (TRANSFORMER)
TE = BOX, TELEPHONE
= DECORATIVE LIGHT POLE
= ELECTRIC OUTLET
= FIRE HYDRANT
= FLAGPOLE
= FLARED END SECTION
= GRATE INLET
= GROUND LIGHT
= GUY ANCHOR
= LIGHT POLE, CONCRETE
= LIGHT POLE, METAL
= LIGHT POLE, WOOD
MB = MAILBOX
= MANHOLE, ELECTRIC
= MANHOLE, GREASE TRAP
= MANHOLE, SANITARY SEWER
= STORM SEWER STRUCTURE
= MANHOLE, TELEPHONE
= METER, ELECTRIC
= METER, GAS
= METER, RECLAIMED WATER
= METER, WATER
= MITERED END SECTION
MW = MONITORING WELL
= PEDESTRIAN CROSSING SIGNAL
= SANITARY CLEANOUT
= SCHEDULE B-2 ITEM
= TELEPHONE RISER
= TRAFFIC SIGN
TSB = TRAFFIC SIGNAL BOX
TSP = TRAFFIC SIGNAL POLE
= UNDERGROUND CABLE TELEVISION MARKER
UCWS = UNDERGROUND CABLE TELEVISION WARNING SIGN
= UNDERGROUND ELECTRIC MARKER
UEWS = UNDERGROUND ELECTRIC WARNING SIGN
= UNDERGROUND FIBER OPTIC MARKER
UOWS = UNDERGROUND FIBER OPTIC WARNING SIGN
= UNDERGROUND FORCEMAIN MARKER
UFWS = UNDERGROUND FORCEMAIN WARNING SIGN
= UNDERGROUND GAS MARKER
UGWS = UNDERGROUND GAS WARNING SIGN
= UNDERGROUND RECLAIMED WATER MARKER
URWS = UNDERGROUND RECLAIMED WATER WARNING SIGN
= UNDERGROUND SANITARY SEWER MARKER
USWS = UNDERGROUND SANITARY SEWER WARNING SIGN
= UNDERGROUND TELEPHONE MARKER
UTWS = UNDERGROUND TELEPHONE WARNING SIGN
= UNDERGROUND WATER MARKER
UWS = UNDERGROUND WATER WARNING SIGN
= UTILITY POLE, CONCRETE
= UTILITY POLE, METAL
= UTILITY POLE, WOOD
GV = VALVE, GAS
RV = VALVE, RECLAIMED WATER
SV = VALVE, SANITARY
WV = VALVE, WATER
= WELL

STORM CURB INLETS

= CONCRETE
= ASPHALT
= CONCRETE PAVERS
= BRICK

52.15 = BACK OF CURB
51.61 = FLOWLINE
51.63 = EDGE OF PAVEMENT

= TOP OF BANK
= TOE OF SLOPE or CENTER LINE OF DITCH
= 6' CHAIN LINK FENCE UNLESS OTHERWISE NOTED
= OVERHEAD UTILITY LINES
= APPROXIMATE LOCATION OF UNDERGROUND GAS LINE
= APPROXIMATE LOCATION OF UNDERGROUND WATER LINE
= APPROXIMATE LOCATION OF UNDERGROUND FORCEMAIN
= APPROXIMATE LOCATION OF UNDERGROUND RECLAIMED WATER LINE
12" PVC = APPROXIMATE LOCATION OF UNDERGROUND SANITARY SEWER LINE
24" RCP = APPROXIMATE LOCATION OF UNDERGROUND STORM SEWER LINE

T R E E L E G E N D

= BAY TREE
= BOTTLE BRUSH TREE
= CAMPHOR TREE
= CEDAR
= CHINABERRY TREE
= CITRUS TREE
= CYPRESS TREE
= ELM TREE
= EUCALYPTUS TREE
= MAGNOLIA TREE
= MAPLE TREE
= MULBERRY TREE
= OAK TREE
= OTHER SPECIES
= PALM TREE
= PECAN TREE
= PERSIMMON TREE
= PINE TREE
= SYCAMORE TREE
= WAX MYRTLE TREE
= WILLOW TREE

DATE	NUMBER	REVISIONS	BY

SECTION 15, TOWNSHIP 31 S, RANGE 15 E

PINELLAS COUNTY, FLORIDA

D E S C R I P T I O N

PARCEL # 1:

LOT 12, BLOCK 11, CONEY ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 106, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH ALL OF THAT TRACT OF LAND BOUNDED ON THE SOUTHWEST BY THE NORTHEASTERLY BOUNDARY OF LOT 12, BLOCK 11, OF CONEY ISLAND ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, ON THE NORTHWEST BY THE PROJECTED NORTHWESTERLY SIDE-LINE OF SAID LOT 12, ON THE NORTHEAST BY THE WATERS OF BOCA CIEGA BAY AND ON THE SOUTHEAST BY THE PROJECTED SOUTHEASTERLY SIDE-LINE OF SAID LOT 12, BEING ALL OF THE LAND LYING BETWEEN THE NORTHWESTERLY AND THE SOUTHEASTERLY PROJECTED SIDE-LINES OF SAID LOT 12, AND BETWEEN THE NORTHEASTERLY LINE OF SAID LOT 12 AND THE WATERS OF BOCA CIEGA BAY.

PARCEL 2:

LOT 13, BLOCK 11, OF CONEY ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, AT PAGE 106, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH ALL THAT LAND LYING NORTHEASTERLY OF LOT 13, BLOCK 11, CONEY ISLAND, AND BETWEEN SAID LOT 13 AND THE WATERS OF BOCA CIEGA BAY.

CONTAINING 0.255 ACRES (11,125 SF), MORE OR LESS.

N O T E S

1. BEARINGS ARE BASED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAGOON LANE, BEING N32°36'00"W.
2. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
3. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES, ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS. UNDERGROUND UTILITY LINE LOCATIONS (IF SHOWN HEREON) ARE BASED UPON UTILITY PROVIDER ATLASES AND VISIBLE SURFACE EVIDENCE.
4. RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE TO WHOM CERTIFIED.
5. ALL FOUND POINTS ARE UNMARKED UNLESS OTHERWISE NOTED. ALL PERIMETER BEARINGS AND DISTANCES ARE ALSO FIELD MEASURED UNLESS NOTED.
6. THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
7. THE SITE APPEARS TO BE IN FLOOD ZONE AE (EL 10 FEET), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 125153, MAP NUMBER 12103C0194H, EFFECTIVE DATE 8/24/2021, (MAP INDEX NUMBER 12103CIND2C, MAP REVISED DATE AUGUST 24, 2021). POLARIS ASSOCIATES, INC. AND THE SIGNING SURVEYOR HEREON ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION. THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM" AND "THAT BASE FLOOD ELEVATIONS (BFEs) SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT". THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
8. ANY ZONING INFORMATION SHOWN OR NOTED HEREON IS BASED ON INFORMATION AVAILABLE DURING THE PREPARATION OF THE SURVEY. THIS INFORMATION SHOULD BE VERIFIED WITH THE GOVERNING AUTHORITY PRIOR TO ANY DETERMINATIONS OR DESIGN.
9. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
10. UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN WERE FURNISHED TO POLARIS ASSOCIATES, INC. AND ARE PRESUMED TO BE CORRECT. NO SEARCH OF ANY PUBLIC RECORDS, FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMPLETION OF THIS SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
11. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.
12. ELEVATIONS ARE BASED ON A NATIONAL GEODETIC SURVEY BENCHMARK, PBE 145 USE, HAVING AN ELEVATION OF 3.35 NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
13. TREES 4" IN DIAMETER AND LARGER HAVE BEEN LOCATED WITH COMMON NAME AND APPROXIMATE DIAMETER BREAST HIGH. SMALLER TREES, NON-PROTECTED SPECIES (INCLUDING ORNAMENTALS) AND TREES WITHIN JURISDICTIONAL AREAS (IF ANY) HAVE NOT BEEN LOCATED. TREES BY NATURE ARE IRREGULAR IN SIZE AND SHAPE. EVERY EFFORT IS MADE TO ACCURATELY LOCATE TREES. THE TREE LOCATION IS THE CENTER OF THE TREE. THIS LOCATION MAY BE DIFFERENT IF LOCATED FROM A DIFFERENT DIRECTION. ALL TREE LOCATIONS SHOULD BE FIELD CHECKED IF CRITICAL TO DESIGN.
14. THIS SURVEY IS BASED ON U.S. FEET.

C E R T I F I C A T I O N

CERTIFIED TO: WJ DEVELOPERS

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

APRRIL 5, 2022
DATE OF SURVEY

Digitally signed by Dan Rizzuto
Date: 2022.05.10 15:53:37 -04'00'

DAN H. RIZZUTO
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER LS 5227
STATE OF FLORIDA

PROJECT:
LOTS 12 AND 13, BLOCK 11, CONEY ISLAND
TREASURE ISLAND, FL

TYPE OF SURVEY:
BOUNDARY AND TOPOGRAPHIC SURVEY

PREPARED FOR:
WJ DEVELOPERS

POLARIS *ASSOCIATES INC.*
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FLORIDA 33765
(727) 461-6113

CHECKED BY:	SCALE:	DRAWN BY:	JOB NO.	DRAWING PATH:	SHEET
DHR	1" =20'	JT	5379-01	H:\JN\5379\DWG\5379 BT.DWG	1 OF 1

H:\JN\5379\dwg\5379 BT.dwg, 4/29/2022 2:14:03 PM, LJThomas

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP

COUNSELORS AT LAW

Steven A. Williamson, Esquire
Board Certified Real Estate Lawyer
911 CHESTNUT STREET
CLEARWATER, FLORIDA 33756
POST OFFICE BOX 1368
CLEARWATER, FLORIDA 33757-1368
TELEPHONE: (727) 461-1818
stevew@jpfirm.com

TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

FILE NO. 153068

OPINION OF TITLE

TO: City Treasure Island

RE: Proposed plat of TREASURE ISLAND TOWNHOMES

With the understanding that this Opinion of Title is furnished to the City of Treasure Island, Florida in compliance with Section 177.041 of the Florida Statutes, the undersigned certifies that the title abstract of the Official Public Records of Pinellas County, State of Florida (the "Public Records") has been examined thru 5:00 PM, August 16, 2022, in regards to the following described property:

Parcel # 1:

Lot 12, Block 11, Coney Island, according to the plat thereof, as recorded in Plat Book 9, Page 106, Public Records of Pinellas County, Florida, together with all of that tract of land bounded on the Southwest by the Northeasterly boundary of Lot 12, Block 11, of Coney Island according to the map or plat thereof on file and of record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, on the Northwest by the projected Northwesterly side-line of said Lot 12, on the Northeast by the waters of Boca Ciega Bay and on the Southeast by the projected Southeasterly side-line of said Lot 12, being all of the land lying between the Northwesterly and the Southeasterly projected side-lines of said Lot 12, and between the Northeasterly line of said Lot 12 and the waters of Boca Ciega Bay

Parcel 2:
Lot 13, Block 11, of Coney Island, according to the plat thereof as recorded in Plat Book 9, at page 106, of the Public Records of Pinellas County, Florida, together with all that land lying Northeasterly of Lot 13, Block I I, Coney Island, and between said Lot 13 and the waters of Boca Ciega Bay.

I find that, as of the last mentioned date and time, the fee simple title to the above-described property is vested in 2101 TI 12304 Lagoon Lane, LLC, a Florida limited liability company, by that certain Warranty Deed recorded January 3, 2022, in Book 21875, Page 718, of the Public Records of Pinellas County, Florida, which is the same entity that appears in the dedication of the proposed plat, subject to the following encumbrances, liens and other exceptions:

Exceptions:

1. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands

2. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Coney Island, recorded in Plat Book 9, Page 106, of the Public Records of Pinellas County, Florida.

3. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey described below:

   Job No.: 211974
   Dated: November 29, 2021
   Prepared by: Murphy's Land Surveying, Inc.
   Matters shown: Shell walkway/Wood Dock extends over Easterly lot line into Boca Ciega Bay; Concrete Seawall extends over Easterly lot line into Boca Ciega Bay; Concrete ramp extends over Southeasterly lot line into Boca Ciega Bay; 4 foot wood fence extends over Northwesterly lot line

4. Resolution Vacating Lagoon Drive recorded in Official Records Book 7372, Page 1717.

5. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.

6. The inalienable rights of the public to use the navigable waters covering the lands described above.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Submitted this 6 day of September, 2022.

Steven A. Williamson
Florida Bar No. 655961
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, FL 33756
(727) 461-1818
stevew@jpfirm.com

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing document was acknowledged before me this 6th day of September, 2022, by STEVEN A. WILLIAMSON, and he is [X] personally known to me or has produced _____ as identification.

My Commission Expires:

JENNIFER LYNN MEJIA MY COMMISSION EXPIRES JUNE 21, 2024 ## H 012770 Bonded thru Troy Fain Insurance NOTARY PUBLIC, STATE OF FLORIDA

Jennifer Lynn Mejia
Print Name: Jennifer Lynn Mejia
NOTARY PUBLIC

CITY OF TREASURE ISLAND
PLANNING AND ZONING BOARD
120 - 108th Avenue, Treasure Island, Florida 33706
Telephone (727) 547-4575; Fax (727) 547-4584

CASE NO. PLAT-000374-2023
STAFF REPORT
THURSDAY, MAY 18, 2023 AT 1:00 P.M.

DESCRIPTION: Final plat application to subdivide two existing parcels into three townhouse lots and a common area for the proposed "Treasure Island Townhomes" development.

SITE LOCATION: 12304 Lagoon Ln. & Adjacent Parcel to South Treasure Island, FL 33706



PARCEL ID #s: 15-31-15-17784-011-0120
15-31-15-17784-011-0130

LEGAL DESCRIPTION: CONEY ISLAND BLK 11, LOT 12 & VAC LAGOON DR ADJ ON E (SEE MAP NNE 22-31-15)
CONEY ISLAND BLK 11, LOT 13 & VAC LAGOON DR ADJ ON E (SEE MAP NNE 22-31-15)

PROPERTY OWNER: 2101 TI 12304 Lagoon Lane LLC
132 Mirror Lake Dr Unit 301
St Petersburg, FL 33701

AGENT: Wannemacher Jensen Architects, Inc.
132 Mirror Lake Dr Unit 301
St Petersburg, FL 33701

GENERAL INFORMATION:

Land Use: Residential Medium

Zoning: RM-15 (Multiple-Family Residential)

Adjacent Property (Use):

North: 12308 Lagoon Ln. – Single-Family Dwelling

West: 112 123rd Ave. – Single-Family Dwelling

South: 123 123rd Ave. – Duplex Dwelling

East: Boca Ciega Bay

Site Area: 10,550 sq. ft. (0.24 acres mol)

Flood Zone: Coastal AE-10, Flood Insurance Rate Map
Community Panel No. 12103C0194H, August 24, 2021.



PROPERTY HISTORY:

The proposed development site consists of two parcels (12304 Lagoon Ln. and the adjacent parcel to the south) which abut Boca Ciega Bay. 12304 Lagoon Ln. consists of an existing single-family dwelling that was constructed in 1938 and an existing dock. The adjacent parcel to the south is vacant.

The applicant submitted a preliminary plat application to subdivide two existing parcels into three townhouse lots and a common area for the proposed "Treasure Island Townhomes" development. The Planning & Zoning Board approved the preliminary plat (PLAT-000238-2022) on September 15, 2022 with conditions, including that the final plat be submitted within one year from date of preliminary approval.

The applicant previously submitted a final plat application. The Planning and Zoning Board recommended City Commission approve the final plat with conditions. The City Commission approved the final plat through Ordinance 2022-15 on December 6, 2022. One condition of approval on the final plat that it be recorded in the office of the county clerk within 90 days of approval by City Commission. The plat was recorded after the 90-day approval deadline, which was March 6, 2023. The plat is invalid on its face and is the way the City receives its easement. The final plat has now been resubmitted for approval by City Commission.

TREASURE ISLAND CODE OF ORDINANCES:

Sec. 74-31. - Procedure for securing approval of subdivision.

(a) Final plat approved by planning and zoning board and city commission. The owner or subdivider shall submit three copies of the final plat prepared in accordance with the conditions of the preliminary approval and requirements of section 74-132 to the planning and zoning board at least ten days prior to a regularly scheduled meeting of the planning and zoning board. Before granting final approval to the plat, the planning and zoning board shall receive reports from the building official. After being reviewed by the board, the plat, with the board's recommendations, shall be transmitted for the city commission's approval. The city commission may require reports certifying compliance with the requirements of this chapter from the building official and the planning and zoning board before granting final approval to a subdivision plat.

ARTICLE V. – PLATS

Sec. 74-103. - Utility easements.

(1) To provide for public service poles, conduits, storm drains, and surface swales, sewer or gas mains (but not both), an easement not less than ten feet in width, five feet on each side of the common rear lot line and in other locations where necessary, shall be provided. If both sewer and gas lines are to be located in such easements, a width of at least 15 feet, 7.5 feet on each side, shall be provided. No building or other obstruction shall be erected and no trees or shrubbery shall be planted on any easement required under this chapter other than fences and hedges of a type

approved by the city, and such fences and hedges shall be cleared away by the property owner, whenever necessary in the opinion of the city.

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

The criteria for reviewing a final plat is contained in the City of Treasure Island Code of Ordinances - Section 74-132, as follows.

Sec. 74-103. - Utility easements.
To provide for public service poles, conduits, storm drains, and surface swales, sewer or gas mains (but not both), an easement not less than ten feet in width, five feet on each side of the common rear lot line and in other locations where necessary, shall be provided. If both sewer and gas lines are to be located in such easements, a width of at least 15 feet, 7½ feet on each side, shall be provided. No building or other obstruction shall be erected and no trees or shrubbery shall be planted on any easement required under this chapter other than fences and hedges of a type approved by the city, and such fences and hedges shall be cleared away by the property owner whenever necessary in the opinion of the city.

The final plat provides a 10 ft. easement for sewer mains only along the frontage of the parcels.

Sec. 74-132. - Final plat; form and content.
The final plat shall be drawn in black ink upon tracing cloth to a scale of not less than 100 feet equals one inch, unless the planning and zoning board will accept the plat at a lesser scale.

Scale – 1' = 20"

It shall contain the following:
(1) The boundary lines with accurate distances and bearings, and the exact location and the width of all existing or recorded streets intersecting the boundary of the tract;

The boundary lines of the tract and the boundary lines of each lot are drawn to scale. The existing streets intersecting the boundary of the tract are Lagoon Ln., 123rd Ave and 124th Ave. The width of Lagoon Ln. is show as 15 ft. The width of 123rd Ave. is shown as 50 ft. The width of 124th Ave. is shown as 50 ft.

(2) The lines and the names of all streets; alley lines; lot lines; building lines; easements, areas devoted to public use, with notes stating their purposes and lot and block numbers;

The lines and the names of all streets (Lagoon Ln., 123rd Ave. and 124th Ave.) are shown. The lines of the alley perpendicular to Lagoon Ln. are shown. All lot lines are shown. There are no areas devoted to public use.

(3) Sufficient data to determine readily and reproduce accurately on the ground the location, bearing, and length of every street and alley line, lot line, easement boundary line, block line, and building line whether straight or curved. This shall include the radius, arcs and chords of all curves. All linear dimensions shall be given in feet and hundredths thereof, and angular dimensions shall be of comparable accuracy within the limits of good surveying practice;

The data to determine the location, bearing and length of the street and alley lines, lot lines and block lines are shown. This includes the radius, arcs and chords of all curves. All linear dimensions are given in feet and hundredths thereof.

(4) The accurate location of all monuments and the designation of specific control corners in conformance with the letter and intent of Laws of Fla. (1949), ch. 26151;

The accurate location of all set concrete monuments and set nails and disks are shown.

(5) A surveyor's certificate properly completed and signed;

The surveyor's certificate has been included on Sheet 1 of 2 of the final plat. The mylars will be signed after second reading and approval of the ordinance by City Commission.

(6) The title including the name of the subdivision and its location; north point; scale;

The title including the name of the subdivision and its location; north point; and scale are shown.

(7) A certificate of ownership and dedication properly completed and signed;

The certificate of ownership has been included on Sheet 1 of 2 of the final plat. The mylars will be signed after second reading and approval of the ordinance by City Commission.

(8) A form for the endorsement of the city commission which shall contain a provision that the approval of the city commission is conditioned upon the plat being filed in the office of the clerk of circuit court of the county within 90 days from the date of such approval. The form shall be similar to the following:
Approved for the City Commission of the City of Treasure Island, Pinellas County, Florida, this _____ day of _____ A.D. 19___; provided that the plat is filed in the office of the clerk of the circuit court of Pinellas County, Florida, within 90 days from date of this approval.

The form for endorsement with this language has been included on Sheet 1 of 2 of the final plat.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board recommend **APPROVAL** of the proposed final plat to City Commission with the conditions listed below:

1. Upon second reading and adoption of the proposed ordinance by City Commission, the applicant shall submit two mylars to the City for signatures prior to recording.
2. Prior to a building permit being issued for construction, a subdivision plat shall be recorded with the county clerk of the circuit court, per Treasure Island Code of Ordinances Sec. 68-490(3).
3. The subdivision plat shall be recorded with the county clerk of the circuit court within 90 days of approval by City Commission, per Treasure Island Code of Ordinances Sec. 74-132(8).
4. Lot 4 is restricted to use as a common area for Lots 1, 2 and 3, utilities, and ingress and egress.
5. Prior to issuance of a C.O., an association will own Lot 4, wherein owners of Lots 1, 2 and 3 are members of that association.

MAY 18, 2023
PLANNING AND ZONING BOARD
DEVELOPMENT ORDER

CASE NO.: PLAT-000374-2023
LOCATION: 12304 LAGOON LN. & VACANT PARCEL TO SOUTH
PARCEL ID: 15-31-15-17784-011-0120 & 15-31-15-17784-011-0130

The Planning & Zoning Board has made a motion to:

[X] RECOMMEND APPROVAL TO CITY COMMISSION

[ ] RECOMMEND DENIAL TO CITY COMMISSION [ ] CONTINUE

A final plat to subdivide two existing parcels into three townhouse lots and a common area for the proposed "Treasure Island Townhomes" development.

CONDITIONS:

1. Upon second reading and adoption of the proposed ordinance by City Commission, the applicant shall submit two mylars to the City for signatures prior to recording.
2. Prior to a building permit being issued for construction, a subdivision plat shall be recorded with the county clerk of the circuit court, per Treasure Island Code of Ordinances Sec. 68-490(3).
3. The subdivision plat shall be recorded with the county clerk of the circuit court within 90 days of approval by City Commission, per Treasure Island Code of Ordinances Sec. 74-132(8).
4. Lot 4 is restricted to use as a common area for Lots 1, 2 and 3, utilities, and ingress and egress.
5. Prior to issuance of a C.O., an association will own Lot 4, wherein owners of Lots 1, 2 and 3 are members of that association.

Richard Harris, Chair
Planning & Zoning Board

05-19-2023
Date

0000295111-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, Hernando Citrus } ss

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2023-08** was published in said newspaper by print in the issues of: **7/ 5/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this **07/05/2023**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

JEAN M. MITOTES
MY COMMISSION # GG 980397
EXPIRES: July 6, 2024
Bonded Thru Notary Public Underwriters

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second reading and public hearing on the following ordinance:

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, APPROVING THE FINAL PLAT FOR TREASURE ISLAND TOWNHOMES, A REPLAT OF LOTS 12 AND 13, BLOCK 11, OF CONEY ISLAND, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 9, PAGE 106, IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; AND GENERALLY LOCATED AT 12304 LAGOON LN. AND THE VACANT PARCEL TO THE SOUTH, AS ATTACHED HERETO IN EXHIBIT "A", PROVIDING FOR RECORDING, SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, July 18, 2023, at 6:00 PM in the Treasure Island City Hall Auditorium, 120 108th Avenue, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 120 108th Avenue, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 120 108th Avenue, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Celine Kidwell, City Clerk

July 5, 2023 0000295111-01

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 18, 2023
SUBMITTED BY:	Amy Davis, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance No. 2023-09, People's Gas Franchise Agreement
BACKGROUND:	Utility companies have active franchise agreements with municipalities to obtain the non-exclusive right and privilege to utilize public rights-of-ways for the distribution of their services in turn paying a franchise fee to the municipalities for the use of this public property. Typically franchise agreements are for a 30-year period, the City of Treasure Islands agreement expired in of Sept 30, 2021. However, both the City and People's Gas have been engaged in negotiations for nearly 2 years working towards a new agreement.
POLICY/PURPOSE:	To consider People Gas Franchise Agreement, a 30-year agreement to replace the previous 30-year franchise agreement that expired Sept 30, 2021, which provides the use of the City's public rights-of-way for the distribution system in exchange for a franchise fee paid to the City.
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development, Goal 2: Maximize the utilization of the City's Resources.
ANALYSIS/DISCUSSION:	The attached franchise agreement, negotiated over the past 2 years between the City and People's Gas, if approved, will be effective for a 30-year period from the effective date of the ordinance and will repeal and replace the previous Ordinance No. 91-90. The agreement requires permits to be submitted to the City for any work within the City limits and shall place the Right-of-way

in as good a condition as before any excavation or disturbance was made within 30 days after the completion of the work. All components of the distribution system location within the City shall be installed and maintained in accordance with accepted good practice and with the orders, rules and regulations of the Florida Public Service Commission. The company shall maintain at all times insurance policies for workers compensation, Employer's Liability, Commercial General Liability, Business Auto Liability and an Excess/Umbrella Liability policy as outlined in the agreement as well as assume liability for and indemnify the City.

FUNDING:

People's Gas has submitted franchise fees to the City on a quarterly basis, equal to 6% of gross revenues, of which was $10,093 this past fiscal year.

The proposed franchise agreement, requires People's Gas to submit franchise fees to the City on a monthly basis, equal to 6% of the gross revenue from the sale of Natural Gas to customers within the City limits.

MOTION:

I move to approve / deny Ordinance No. 2023-09, People's Gas Franchise Agreement at 1st Reading and Schedule a 2nd and Final Reading on August 8, 2023.

ATTACHMENTS:

Peoples Gas Franchise Agreement-Ordinance No. 2023-09 (BMO Edits) (01819559-16).docx
Peoples Gass Franchise Agreememt Ord No. 91-009.pdf

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF TREASURE ISLAND, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

WHEREAS, Peoples Gas System, Inc. and the City of Treasure Island, Florida desire to enter into a franchise agreement for a period of thirty (30) years commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System, Inc.

NOW THEREFORE, THE CITY OF TREASURE ISLAND FLORIDA, DOES ORDAIN:

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

A. "Customer" shall mean any person served by the Company within the corporate limits of the City.
B. "City" shall mean the City of Treasure Island, Pinellas County, Florida, its successor and assigns.
C. "Company" shall mean Peoples Gas System, Inc., a Florida corporation, its successors and assigns.
D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other

appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.

E. "Effective Date" shall mean the date this Franchise becomes effective as described in Section 23 below.

F. "Franchise" or "Franchise Agreement" shall mean this agreement as passed and adopted by the City and accepted by the Company as provided in Section 23 below.

G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.

H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any customer from the sale of Gas.

I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").

K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, or other right-of-way that is owned by the City, and land owned by the City which is landward of the Beach Trail, no more than four hundred (400) feet west of Gulf Boulevard, and runs between 108th Avenue and 119th Avenue.

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated

limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

Except as provided in Section 16, the Franchise hereby granted shall be for a period of thirty (30 years) from the effective date of this ordinance.

SECTION 4: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the sale or transfer of the Distribution System to an affiliate or subsidiary of the Company, or pledge or mortgage its Distribution System, including its Franchise as security of payment of monies borrowed by the Company in the course of its long term capital investments.

SECTION 5: RESERVED

SECTION 6: USE OF STREETS

The Distribution System must be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with or damage other public uses of the Rights-of-way, and the

Rights-of-way may not unnecessarily or unreasonably obstructed, impeded, or impaired. Before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue or, if applicable, deny permits within twenty (20) business days of submission of a complete application by the Company. In consideration of the franchise fees contemplated in this Franchise Agreement, the City will not charge the Company any fees for the issuance of such permits. Precaution shall be exercised at all times by the Company for the protection of all persons, including employees, and property. The Company shall take prompt action where loss control/safety measures should reasonably be expected. The Company shall, with due diligence and dispatch, place the Right-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail to restore the Right-of-way within thirty (30) days after the completion of work , , then the City may undertake such restoration (other than any restoration work on the Distribution System) after providing ten (10) days advance notice of the City's intent to restore and charge the reasonable cost thereof to the Company and the Company agrees to pay such reasonable costs; provided further, that any failure to restore such Right-of-way within the allotted time will not constitute a breach of contract hereunder.

To the extent consistent with Florida law, the Company hereby agrees to abide at all times by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, provided, however, that the City shall not pass any ordinance or regulation that results in a material change the rights or obligations of the Company under the Franchise Agreement.

SECTION 7: MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits and this Franchise Agreement.

SECTION 9: CONSTRUCTION WORK

The City reserves the right to lay and permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-way. In issuing a permit to a third party for such work to be done, the City will not be liable to the Company for any damage so occasioned. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the City to alter, adapt, remove, relocate, or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such alteration, adaption, removal, relocation, or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the

Company to remove, relocate, or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System to enable any other person, except the City, Pinellas County, or the State of Florida, to use the Rights-of-way of the City, as part of its permitting or approval process, the City shall require the person desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse the Company for any loss, cost, or expense caused by or arising out of such removal, relocation, disconnection, or alteration of any portion of the Distribution System. The Company further agrees that it will not interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or it duly authorized representative.

SECTION 10: FRANCHISE FEE

Within thirty(30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall apply to the City or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 11: IDENTIFICATION OF CITY RESIDENTS

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall

also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation, or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees for such addition, annexation, or consolidation area until the City provides the information in accordance with this Section 11.

SECTION 12: SUFFICIENCY OF SUPPLY.

In accordance with the standards set for it by the FPSC, this Franchise is granted upon the condition that the Company agrees to maintain and supply sufficient quantities of gas to meet the needs and requirements of its customers in the City. In the event by act of God, strike riot, public enemy or other calamity or restriction in supply of gas beyond the control of the Company or interstate supplier or by reason of the regulation exerted by FPSC or other regulatory body having jurisdiction, the supply of gas should be interrupted, the Company shall, nevertheless, continue to supply the available gas to such City customers as it is possible and shall employ its full services to remedy such deficiency of gas supply, and shall resume complete gas service to City customers as soon as possible.

SECTION 13: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and subject to the Company's obligation

by law to keep certain records confidential, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available. At least once a year, the Company shall submit to the City a copy of the audited Annual Report most recently submitted to the Florida Public Service Commission.

SECTION 14: INSURANCE

A. The Company shall self-insure and/or is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force at all times during the effective period of this Franchise Agreement. The Company takes full responsibility for the actions of any Subcontractors used in connection with this Franchise Agreement and agrees to assume the liability associated with those Subcontractors actions, including but not limited to compensating the City for any damages caused by such Subcontractors actions.

1. The Company will provide the City with a Certificate(s) of Insurance showing the existence of coverage as required by the Franchise. In addition, if a claim arises in which the City has coverage as an additional insured under the below required insurance policies, the Company will provide to the City, if requested in writing, certified copies of all relevant policies of insurance. To the extent the Company believes any portion of the insurance policy is trade secret, as defined in s. 812.081, Florida Statutes, the Company will identify the trade secret

information and clearly mark such information as “Trade Secret” so that should the City receive a public records request for such information it will know the language the Company believes is a Trade Secret. New certificates shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: City Clerk
10451 Gulf Blvd.
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Workers’ Compensation policies, shall include the City of Treasure Island as an Additional Insured for the liability arising from this Franchise.
3. Company shall notify the City within two (2) days of receipt of any notice of policy cancellation, nonrenewal, or adverse material change in the required coverages received by Company from its insurer, provided that such notice is not required where Company obtains replacement coverage otherwise in compliance with the requirements of this Section 14.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Company unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current

Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements

   Employer's Liability: $1,000,000 Each Employee

   $1,000,000 Each Employee Disease

   $1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: The Company shall provide for all operations, including but not limited to, Independent Contractor, Sudden and Accidental Pollution, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

   $1,000,000 Per Occurrence

   $1,000,000 Products/Completed Operations Aggregate

   $1,000,000 Personal/Advertising Injury

   $2,000,000 General Aggregate

3. Business Automobile Liability Insurance: The Company shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

4. Excess or Umbrella Liability Insurance: The Company shall provide excess of the primary coverage required in items 1, 2, and 3 above.

$4,000,000 Per Occurrence

$4,000,000 General Aggregate

C. These insurance requirements shall not limit the liability of the Company.

D. All insurance policies shall be written on a primary, non-contributory basis.

E. Insurance Policies shall include waivers of subrogation in favor of the City.

F. Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Company.

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Receipt of certificates or other documentation of insurance by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Company's obligation to fulfill the insurance requirements specified in this Franchise.

I. No Waiver. Neither approval nor failure to disapprove insurance furnished by the Company or its Subcontractors will relieve the Company or Subcontractor from responsibility to prove insurance as required.

SECTION 15: INDEMNIFICATION:

The Parties recognize that Company is an independent contractor. In consideration of the permissions granted to the Company by this Franchise Agreement, Company agrees to assume

liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, to the extent arising out of the negligent execution, performance, or nonperformance of the duties of the Company under this Franchise, the enforcement of this Franchise, or resulting from the negligent activities of the Company in any way connected to this Franchise,. Company's liability hereunder shall include all reasonable attorneys' fees and other external costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made in connection with the Franchise by any employees of Company against the City, and Company hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Franchise, however terminated, and shall not be limited by any amount of insurance required to be obtained or maintained under this Franchise. Nothing contained in this Franchise and specifically this indemnification provision is intended to nor shall it be construed as an additional waiver of sovereign immunity beyond the expressed written contractual obligations of the City contained within this Franchise. Excluded from the City's indemnification obligation are any claims for which the City is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes.

Subject to the limitations set forth in this section, after receipt of prompt written notice, Company shall assume control of the defense of any claim asserted by a third party against the City for which Company is obligated to indemnify, defend, and hold harmless the City under this

section and, in connection of such defense, shall appoint lead counsel in each case at Company's expense. The City shall have the right, at its option and expense, to employ separate counsel to represent the City, without relieving Company of any of its obligations hereunder; provided, that City shall be solely responsible for the costs and expenses of any such separate counsel. If Company assumes control of the defense of any third party claim in accordance with this section, Company shall obtain the prior written consent of the City before entering into any settlement of such claim; provided, that such consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, no such consent shall be required if the settlement (a) includes an unconditional release of City from all liability arising out of such claim; and (b) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of the City. Notwithstanding anything to the contrary in this section, Company shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; or (b) the third party claim seeks an injunction or equitable relief against the City; or (c) the Company has failed or is failing to prosecute or defend the third party claim tendered by the City herewith and continues to fail to prosecute or defend the third party claim within ten days of receipt of City notice requesting prosecution or defense. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

SECTION 16 TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination. In the event that the Company upon receipt of the written notice of the City does not desist from such violation within the time period to cure, then the Company shall be deemed to be in default and the City shall have the right to terminate the Franchise. The Company is required to make every effort to maintain operations and services at all times in event of any work stoppage by its employees.

SECTION 17: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement by ordinance between the City and the Company.

SECTION 18: MERGER

This Franchise is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 19: NOTICE

Except in exigent circumstances, all notices by either the City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City observed holidays excepted. All notices shall be addressed as follows:

To City:

City Clerk
120 108th Avenue
Treasure Island, FL 33706
Phone: (727) 547-4575 ext.28
cityclerk@mytreasureisland.org

City Manager
120 108th Avenue
Treasure Island, FL 33706
Phone: (727) 547-4575 ext.27
citymanager@mytreasureisland.org

To Company:

Peoples Gas System, Inc.
702 North Franklin Street
Tampa, FL 33602
Attn: President

- with a copy to -

Tampa Electric Company
702 North Franklin Street
Tampa, FL 33602
Attn: Associate General Counsel

SECTION 20: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Franchise shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid result in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 21: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in the appropriate state court in Pinellas County, Florida or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 22: REPEALER AND SUPERSEDING PROVISION

This Ordinance shall supersede, as to the rights, privileges and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this Ordinance. Ordinance No 91-90 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this Ordinance and none of the provisions of such repealed Ordinance No. 91-90 and any amendments thereto shall have any further force and effect, except that the indemnification clause under Ordinance No. 91-90 shall remain in force and effect such that all claims made under the indemnification clause continue.

SECTION 23: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within thirty (30) days of the City's passage and adoption hereof. If the Company fails to accept this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be null and void, and of no force and effect of any kind.

FIRST READING and PUBLIC HEARING on the ____day of_____, 202_.

SECOND READING and PUBLIC HEARING on the ____day of_____, 202_.

PUBLISHED IN THE TAMPA BAY TIMES on the ___ day of _____, 202_.

Adoption Date: _____

By: _____
Name: Tyler Payne
Title: Mayor

ATTEST:_____
Name: Celine Kidwell
Title: CITY CLERK

APPROVED AS TO FORM:

_____
Jennifer Cowan, City Attorney

Accepted this _____ day of _____, A.D. 202___

PEOPLES GAS SYSTEM, INC.

By:_____
Name:
Title:

By:_____
Name:
Title:

ORDINANCE 91-9

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, INC. A FRANCHISE TO CONSTRUCT, OWN AND OPERATE A COMPANY FOR THE DISTRIBUTION AND SALE OF GAS, AND TO USE THE PUBLIC STREETS AND HIGHWAYS FOR THAT PURPOSE; PROVIDING FOR GRANT AUTHORITY; PROVIDING FOR TERMS AND CONDITIONS; PROVIDING FOR CONDITIONS AND REGULATIONS ON THE CONSTRUCTION AND OPERATION OF THE SYSTEM; PROVIDING FOR MANNER OF ACCEPTANCE, REVOCATION FORFEITURE AND TERMINATION OF FRANCHISE; PROVIDING FOR PAYMENT OF FRANCHISE FEE; PROVIDING FOR NONTRANSFERABILITY OF FRANCHISE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. Definitions.

For the purpose of this ordinance, the following terms, phrases, words and derivatives shall have the following meaning:

(a) City is the City of Treasure Island.

(b) Company is the Grantee of the franchise under this ordinance, the Peoples Gas System, Inc.

(c) Commission is the City Commission of the City of Treasure Island, Florida.

(d) Person is any person, firm, partnership, association, corporation, company or organization of any kind.

(e) Streets and Highways refers to all public streets, roads, boulevards, alleys, lanes or other public ways owned or maintained by the City for vehicular traffic and also includes sidewalks, easements, and other rights-of-way owned by the city.

SECTION 2. Grant of Authority.

The City hereby grants to the Company the right and privilege to erect, construct, operate and maintain a distribution system and sales organization for the sale and distribution of gas, whether natural, manufactured or mixed, within the city, and for these purposes to establish the necessary facilities and equipment and to lay and maintain gas mains, service pipes and any other equipment necessary to the sale and distribution of gas in the city. However, large gas tanks used for the stockpiling by the Company or used in the distribution system, or that might be required by the Company for the purpose of extending the system to other municipalities, but excluding small storage tanks located on a customer's private property for the storage of gas used by that customer on that property, shall be prohibited.

(1) Nonexclusive Grant. the rights herein granted shall not be exclusive and the City reserves the right to grant a similar use of its streets and highways to any person during the period of the franchise herein granted.

SECTION 3. Terms and Conditions.

The term of this franchise is for a period of thirty (30) years beginning _____ and ending _____. The Company shall be subject to all lawful exercise of the police power of the City and to those regulations enacted by the State of Florida or its regulatory agencies, and the violations of those standards or rules shall subject the Company after notice and hearing and determination by the Commission to a finding that the terms of this franchise have been breached and to the cancellation of the franchise.

SECTION 4. Indemnification.

The Company shall save the City harmless from and indemnify the City against all loss sustained by the city on account of any suit, claim or demand resulting from any negligence on the part of the Company in the construction, operation or maintenance of the gas system in the City. The City shall notify the Company in writing within sixty (60) days after the presentation of any claim or demand either by suit or otherwise made against the City on account of any negligence on the part of the Company.

SECTION 5. Conditions on Street Occupancy.

(a) Use. All mains, service pipes, fixtures and other equipment or appliances placed, maintained or operated by virtue of this franchise shall be so placed, constructed, maintained or operated as to not interfere with the drainage of the City or to interfere with or injure any sewer or underground fixture for the conveyance of water or any other improvement which the City had heretofore made or may hereafter make in and along its streets and highways nor shall the Company unnecessarily and unreasonably impede, impair or inconvenience any of the City's streets or highways. Any work done under this section shall conform to the grades and standards for such safe facilities as now or hereafter may be established.

(b) Restoration. Whenever the Company enters into any street or highway to construct, install or maintain its facilities, the Company shall within thirty (30) days after the completion of that work, replace, restore any trees, vegetation, paving street or highway to as good of a condition as existed immediately prior to the Company's work. All restoration shall, at a minimum, meet then-current City Specifications. In the event the Company fails to make the necessary restoration within said thirty (30) day period of time, or in the event the restoration made or attempted by the Company is disapproved by the City or in the event

the restoration fails and renders damage or depreciated the City's streets or highways during the duration of this franchise agreement, the City shall notify the Company in writing of the restoration needed or of the reasons for the City's disapproval of the restoration made or attempted to be made by the Company. The Company shall then have thirty (30) days after the written notice is received to make the necessary restoration required in the notice, failing which the City shall be authorized to make the necessary restoration and charge the cost to the Company.

SECTION 6. Construction Work.

The City reserves the right to lay and permit to be laid electric conduits, water, gas, and other pipelines, or cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along or under any street or highway. In permitting such work to be done the city shall not be liable to the Company herein for any damage so occasioned, nor shall the City in doing such work be liable to the Company for any damages not willfully and unnecessarily occasioned. Whenever, by reason of establishing a grade or by reason of changes in the grade of any street, or by reason of the widening, grading, paving or otherwise improving present or future streets, or highways or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure, it shall be deemed necessary by the City, to alter, change, adapt, or conform the mains, pipelines, service pipe, or other apparatus or appurtenances of the Company hereto, such alterations, or changes, shall be made by the Company as ordered in writing by the City, without claim for reimbursement or compensation for damages against the City. If the City shall require the Company to adapt or conform its pipelines, pipes, structures, or apparatus, appurtenances or other appliances, or in any way to alter, relocate or change its property to enable any other person or corporation except the City and any other agency exercising powers and duties of the City, Pinellas County or the State of Florida to use said street or highway, the Company shall be reimbursed by the person or corporation desiring or occasioning such change for any loss, cost or expense caused by or arising out of such change, alteration or relocation of Company's property. The Company further agrees that it shall not interfere with, change, or injure any water pipes, drains or sewers of the City unless it has received specific permission from the Commission.

SECTION 7. Regulation and City Ordinances.

The Company shall at all times be subject to lawful ordinances of the City and its applicable regulations now in effect or hereafter enacted relating to use of the City's streets or highways. It is acknowledged that the Company is subject to regulation by the Florida Public Service Commission and that in the sale and distribution of natural gas, tariffs, rates and charges governing the Company are subject to the approval of the Public Service Commission. Upon the application by the Company to the Public Service Commission for any increase in rates to customers, the Company shall serve upon the City the initial pleadings filed by the Company in connection therewith. The Company does not currently anticipate serving residential customers that are not located on-main. The Florida Public Service Commission requires that the Company provide natural gas service to any customer, residential or commercial, who requests such service and meets the requirements of feasibility as outlined in the Public Service Commission's Tariff, Section 6, attached to and made a part hereof (See Attachment A). The Company agrees to provide service to all customers and in such manner as provided by the Public Service Commission's tariffs which are now in effect or may be from time to time amended.

SECTION 8. Company Acceptance.

If the Company determines to accept the franchise granted by this Ordinance, it shall within sixty (60) days from the passage and approval of this Ordinance file a written acceptance with the City Clerk of Treasure Island, such written acceptance being a condition precedent to the effectiveness of the franchise hereby granted.

SECTION 9. Forfeiture or Revocation of Grant.

Violation by the Company of any of the covenants, terms and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the Commission to declare a forfeiture of and to revoke and cancel all rights granted hereunder, provided, however, that before such action by the Commission shall become operative and effective, the Company shall have been served by the Commission with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the Commission with respect thereto, and the Company shall have had a period of sixty (60) days after service of such notice within which to terminate such violation or default; and provided further that any violation or default resulting from a strike, and lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for revoking and cancelling any rights hereunder. In the event that the company upon receipt of said written notice from the City does not desist from such violation within the time aforesaid, then the Company shall be deemed to be in default and

subject to an appropriate action to terminate the said franchise, grants, privileges, rights, licenses and immunities given by this franchise. The Company is required to make every effort to maintain operation and service at all times in the event of any work stoppage by its employees.

SECTION 10. Sufficiency of Supply.

This franchise is granted upon condition that the Company agrees to maintain and supply sufficient quantities of gas to meet the needs and requirements of its customers in the City. The quality of gas shall at a minimum meet the standards set for it by the Public Service Commission. In the event by act of God, strike, riot, public enemy or other calamity, or restriction in the supply of gas beyond the control of Company or its interstate supplier or by reason of the regulation exerted by Florida Public Service Commission or the Federal Energy Regulatory Commission or other regulatory body having jurisdiction in the premises, the supply of gas should be interrupted, the Company shall, nevertheless, continue to supply the available gas to such customers as it is possible, and shall employ its full services to remedy such deficiency of gas supply, and shall resume complete gas service when that is possible.

SECTION 11. Nontransferability of Franchise.

The Company shall not sell or transfer its system or controlling interest therein or the franchise granted under this Ordinance to any other person without the prior written approval of the City Commission. On sale or transfer of any interest in the ownership or property of the Company of the franchise shall be effective until the Company has filed with the City Clerk the executed legal instrument reciting the sale, assignment, lease or other transfer. This Section shall not be deemed to limit the right of Company to pledge and encumber its gas system including its franchise from the City of Treasure Island, Florida, as security for the payment of money borrowed by the Company in the course of its long term capital investments.

SECTION 12. Annual Franchise Fee.

As payment to the City for the use of its streets and highways and for the privilege of the grant of this franchise, the Company shall pay to the City as an annual franchise fee an amount equal to six (6) per cent of the gross revenues of the Company derived from the sale of natural gas in Treasure Island, Pinellas County, Florida. Gross revenues shall mean all income, charges, fees, payments and other returns to the Company from the sale of natural gas.

SECTION 13. Method of Payment and Notice.

The Company shall pay franchise fees to the City in quarterly installments, due thirty (30) days after the end of each calendar quarter, and commencing with the quarter ending _____. At least once each year, the Company shall submit to the City an audited statement of the Company's financial operations including its gross revenues, certified by an independent public accountant. No increase in the percent of annual gross revenues to be charged the Company as a franchise fee shall be effective except by an ordinance amending this franchise ordinance and providing for the increase, such ordinance having been adopted not less than six (6) months prior to the effective date of the increase.

SECTION 14. Severability.

If any phrase or portion of this Ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses or phrases and their application shall not be affected thereby.

SECTION 15. This Ordinance shall become effective at the time and in the manner prescribed by the Charter Laws of the City of Treasure Island, Florida.

FIRST READING on the 5th day of September, 1991.

SECOND READING on the 17th day of September, 1991.

THIRD READING on the 1st day of October, 1991.

PUBLIC HEARING on the 1st day of October, 1991.

PUBLISHED in the St. Petersburg Times on the 14th day of September, 1991.

Walter Stubbs, Mayor

ATTEST:

City Clerk

ATTACHMENT "A"

VI

MAIN AND SERVICE EXTENSION

A. MAINS

Whenever a prospective Customer requests Gas Service at a location where the Company does not have a Main, the Company will extend its Mains to serve the prospective Customer under the following conditions:

(1) The extension of service to the prospective Customer will not jeopardize Gas Service to existing Customers.

(2) The maximum capital investment to be made by the Company for Main and Service facilities shall be defined as the Maximum Allowable Construction Cost. The Maximum Allowable Construction Cost shall equal the estimated annual revenue to be derived from the facilities, less the cost of gas, less the customer cost of $60 for residential service, or $120 for commercial service, and the net result multiplied by five.

(3) Where the facilities to be installed will require an investment by the Company in excess of the Maximum Allowable Construction Cost, the Company will construct the facilities provided the customer deposits with the Company an amount equal to the excess cost. In this case, the Company and the Customer will enter into a Construction Deposit Agreement providing for receipt of the deposit by the Company and including terms and conditions for refund to the customer. The deposit made by the Customer will be non-interest bearing.

(4) Refund of Deposits:

(a) At the end of the first year the Company shall refund to the depositor an amount equal to the excess of the actual annual gross revenue over the estimated annual revenue as determined in A (2) above.

(b) For each additional Customer taking service at any point on the extension within a period of five (5) years from date of construction, the Company shall refund to depositor an amount by which the estimated annual revenue of the new Customer exceeds the cost of connecting such new Customer, provided that an additional extension shall not have been necessary to serve such additional customer.

(c) The aggregate refund to any Customer made through the provisions of (a) and (b) above shall at no time exceed the original deposit of such Customer.

(d) *The extension shall at all times be the property of the Company and any unrefunded portion of said deposit at the end of five (5) years shall accrue to the Company.*

B. *SERVICES*

(1) *The Company will install up to one hundred feet of service, commencing at the Main, at no charge to a customer who has an estimated annual consumption of at least 350 therms.*

(2) *Customers who do not meet the criteria set forth above will be charged $5.00 per foot for the amount of the excess footage not allowed within the above referenced feasibility study.*

(3) *Standby Electric Generating Customer. Where a gas service is installed to serve only a standby electric generator, the Customer will be charged for the entire cost of the gas service.*

C. *FRANCHISE AGREEMENTS*

The requirements set forth above will be modified to comply with applicable franchise agreements.

D. *RELOCATION OF GAS SERVICE FACILITIES.*

When alterations or additions to structures or improvements on premises to which the Company renders gas service necessitate the relocation of Company's metering equipment, or when such relocation is requested by the Customer for whatever reason, Customer may be required to reimburse the Company for all or any part of the costs incurred by the Company in the performance of such relocation.

AGENDA ITEM NO. I.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 18, 2023

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Appointments

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Resolution No. 2023-07, Appointments to the Code Enforcement Board

BACKGROUND: The Code Enforcement Board (CEB) is made up of seven (7) members and two alternate members with each member serving a three year term. Currently, CEB has three (3) vacancies for Regular Members, two (2) vacancies for Alternate Members. The City Clerk's Office has received eight (8) applications for CEB vacancies.

All interested applicants are residents of Treasure Island and do not serve on any other Board or Committee. Their applications has been provided for review and consideration.

- Mark Anderson - Supply Chain — Home Depot General Manager
- Dana Ball — Realtor
- Michael Finch — Retired, Business Owner, Corporate Management
- Nicholas Hammond — Investment Advisor Rep, Business Owner
- Sylvia Meyer — Retired, Publix Corp
- Lisa Richardson — Property Management, Real Estate Broker
- (Zaira) Zee Schnake — Retired, High School Teacher
- Marvin Shavlan — Retail Jewelry Business Owner
- Stuart Simm — Commercial & Residential Building Inspector

POLICY/PURPOSE: This item is for consideration of appointments to the Code Enforcement Board (CEB) and the applications for the prospective new board members are attached.

Code Section 2-131. - Membership.

(a) The code enforcement board shall consist of seven members, each to be appointed by a majority of the city commission by resolution for a term of three years.

(b) Any code enforcement board member may be reappointed upon approval by a majority of the city commission, except that no appointed member shall serve longer than six consecutive years, unless, upon the sixth year of expiration there is no available and qualified candidate to replace said expiring member, in which case, the appointment may be renewed beyond six consecutive years for an additional term. Partial terms shall not be counted toward the six-year term limitation.

(c) Appointments to fill vacancies shall be for the unexpired term of office.

(d) Members of the code enforcement board shall be residents of the city at the time of their appointment and throughout the term of office. Any member who is no longer a resident of the city shall be automatically removed, and that vacancy filled as provided in this section.

(e) The city commission may appoint up to two alternate members to the code enforcement board to serve on the board in the absence of board members.

Code Section 2-133. - Categories of members.

Appointments to the code enforcement board shall be made, consistent with the Charter, on the basis of demonstrated experience or interest in the subject matter jurisdiction of the board in the sole discretion of the city commission. The membership of the board shall, whenever possible, consist of an architect, business person, engineer, general contractor, subcontractor and a realtor.

STRATEGIC PLAN RELEVANCE: City boards and committees are the foundational element of the Strategic Plan as a whole.

ANALYSIS/DISCUSSION: The current Code Enforcement board members are:

Tim Bradford, Chair	Occupation	Servir
Raquel Escobar-Lopez	Account Mgr and Logistics Coordinator	Servir

Frank Malone	Retired Firefighter	Servir Loren
Dan Younkman	Realtor, Specialty Retail Consultant	Servir Wilso

For City Commission's consideration and recommendation the following Code Enforcement Board appointments:

- Approve the appointment(s) of appointee name, appointee name, appointee name for as a **Regular Member(s)** on the Code Enforcement Board, to serve the unexpired three-year term (of Larry Meyers, Valerie Acree, and Karen Barnett) from July 18, 2023 to August 31, 2025.

- Approve the appointment of appointee name for as a **Alternate Member #1** on the Code Enforcement Board, to serve a partial three-year term from July 18, 2023 to August 31, 2025. This position was left vacate as of last August by the City Commission, but can be appointed should the commission so desire.

- Approve the appointment of appointee name for as a **Alternate Member #2** on the Code Enforcement Board, to serve a unexpired term through August 31, 2023, then they can be considered for a three-year term from September 1, 2023 to August 31, 2026. This is a new term. The City Commission can appoint an alternate should they so desire.

FUNDING: There is no fiscal impact. Members of the boards and committees shall serve without compensation.

MOTION: I move to approve the appointments to the Code Enforcement Board (CEB) and adopt Resolution 2023-07 be made effective July 18, 2023.

ATTACHMENTS:
RES2023-07 Appointments of Code Enforcement Board v2.docx
07 18 2023 Code Enforcement Board Applications (9).pdf

RESOLUTION 2023-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND APPOINTING AN INDIVIDUAL(S) TO SERVE ON THE CODE ENFORCMENT BOARD; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, vacancies exist on the Code Enforcement Board of the City of Treasure Island as of July 1, 2023 as a result of the resignations of at large member(s) and an alternate member(s), and

WHEREAS, the City Commission desires to appoint or reappoint certain individuals as an at large member and alternate member of the Code Enforcement Board for a three-year term to service upon creation of said vacancies

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

1. The following individuals shall be appointed as members to the Code Enforcement Board to serve a partial three-year term (unless noted otherwise) beginning July 18, 2023:

_____	At-large Member	August 31, 2025
_____	At-large Member	August 31, 2025
_____	At-large Member	August 31, 2024
_____	Alternate Member	August 31, 2025
_____	Alternate Member	August 31, 2026 (new term)

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 18th day of July 2023 by Commissioner _____ who moved its adoption seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____

J. Tyler Payne, Mayor

ATTEST:

_____

Celine Kidwell, City Clerk

Received by
Office of the City Clerk
JUL 12 2023
Treasure Island, FL
Time: 6:08 pm. CK

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ■ Code Enforcement Board
- ■ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☐ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Mark Alexander

Address 7435 Bayshore Drive Unit 206 Treasure Island, FL 33706

Phone 727-403-3938 Email Markdcalexander@gmail.com

Present Occupation Director of Operations - Interior Logic Group

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

I have attached a copy of my resume as it provides a detailed overview of my background, educations and experience.

I am confident that I would be a great asset to the board based on the skills that I bring.

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ■ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature Mark Alexander Digitally signed by Mark Alexander Date: 2023.07.12 18:04:29 -04'00' Date 7/12/23

Office Use Only: District _____ Revised: 06/09/2022

MARK ALEXANDER

(727) 403-3938 | markdcalexander@gmail.com

7435 Bayshore Dr. Unit 206, Treasure Island, FL 33706

Leadership Professional

PROFESSIONAL PROFILE

Accomplished leader with hands-on experience defining and driving operational strategies and a proven track record of steering and delivering significant projects, organizational transformations, and innovative solutions for an industry-leading organization. Ability to meet sales goals in competitive markets through market analysis and creating and maintaining relationships with new and existing accounts. Experience working in contact centers, as a retail leader and operator, in the home improvement industry, and supply chain and revenue generation. Thrives in high-volume, travel-focused roles with the ability to manage remote workforces, improve operations, and continuously drive profitability.

- **Drove over $8M in cost-out initiatives** through multi-channel communications, lead scoring, revised outbound call cadence, new text-based self-pay functionality, and a reduced average handle time.
- **Improved profitability** by shrinking labor rates, slashing concessions/chargebacks, reducing cycle times, and increasing capacity.
- **Received 2014 "Regional Services Manager of the Year"** for outstanding performance and results and **"Specialty Business Partnership Award"** for exceptional work with the specialty teams.
- **Recruit and source talent by hiring approximately 40 new leaders** with diverse backgrounds and achieving the highest market diversity at the leadership level with about 36% female and about 70% diversity of staff.

AREAS OF EXPERTISE

Operational Leadership – Change Management – Performance Management – Field Operations – Business Operations
Sales Leadership – National Management – Remote Management – Service Management – Cross-Functional Collaboration
Coaching & Mentoring – Training – Partnership Management – Workforce Management – Team Building – Leadership
Process Development – Process Improvement – Project Development – Associate Relations – Customer Relations

PROFESSIONAL EXPERIENCE

HOME DEPOT 2001 to 2023

General Manager/Direct Fulfilment/Market Delivery Operations – Supply Chain — 2022 to 2023

Oversees day-to-day operations of 500 associate direct fulfillment center, providing process improvement initiatives, training and development, revenue generation strategies, and business growth plans for the organization. Revitalized performance of worst performing Direct Fulfillment center throughout the organization through hands-on and strategic leadership. Direct 8 Market Delivery Operations buildings that support 150 regional stores, ensuring employees' safety and adherence to industry and company policies and regulations. Manage engineering and facility maintenance teams, including analyzing performance and areas for improvement and implementing strategies to meet these needs. Spearheaded all profit and loss planning and analysis for DFC and Market Delivery Operations, ensuring profit goals were met and providing plans to drive revenue forward. Maintain an understanding of business and financial data to create operational procedures to improve location performance. Modernized operations through the ability to drive, influence, and inspire teams to turn around locations to meet organizational goals.

Notable Achievements:

- **Led revitalization of 24-hour and 364-day location responsible for $331M in sales,** improving performance and driving revenue generation
- **Achieve success in managing 8 Market Delivery Buildings** that generate $324M in sales
- **Recruit and source talent by hiring approximately 40 new leaders** with diverse backgrounds and achieving the highest market diversity at the leadership level, with about 36% female and 70% staff diversity.
- **Spearheaded 3900 bps improvement in a critical measure of success.** Must Ship by Date meeting target of 96% within a 4-month timeframe.
- **Oversaw and was 1st market for launching new capabilities** for improved customer experience.

INTERNAL USE

- **Improved conveyable slotting mix by approximately 40%** to reach in low 80s above target numbers through disciplines and capacity controls
- **Created acts of service and bi-monthly leadership training events** that improved organizational cultural engagement.

General Manager/Senior Director – Home Depot Measure Services — 2019 to 2022

Oversees 1,400 associates, including three directors and 1 Senior Manager responsible for strategy, field operations, sales operations, and back-office support functions. Responsible for national flooring installation business: over $1.5B in annual sales, representing 27% of services portfolio. Reports to and collaborates with the SVP of Outside Sales and Service and VP of Merchandising.

Notable Achievements:

- **Drove over $8M in cost-out initiatives YTD** through multi-channel communications, lead scoring, revised outbound call cadence, new text-based self-pay functionality, and a reduced average handle time.
- Supported year-over-year increase in profitability, with **annual EBIT of more than 20%.**
- Created a **three-year roadmap, pillars of success, and flywheel** based on multi-year strategies and initiatives.
- Spearheaded the rollout of a national field scheduling system that **significantly improved measure completion rates and cycle times while reducing technician travel time and mileage.**
- Led organizational restructure, resulting in **expanded salaried management roles, improved performance, and increased associate commitment**.
- **Developed** COVID-19 protocols adopted by the entire field organization and third-party providers.
- **99% of contact center employees** transitioned to work from home in 3 weeks to align with COVID-19 protocols.
- Created and implemented an incentive-based program to support sales culture development, **transitioning to a variable compensation program in 2022.**

Senior Director—Services Operations and Contact Centers — 2019 to 2019

Led centralized operations and contact centers, leading 1,000 associates and four directors. Led the roofing, siding, insulation, and gutters (RSIG) business exit and spearheaded transformation and turnaround of combined interior and exterior business. Oversaw the completion of all remaining RSIG jobs and compensation while driving operational excellence and improving partnerships.

Notable Achievements:

- Completed outstanding RSIG jobs at over **$1M under concession budget and below planned cancellation rates.**
- Developed and executed **regulatory and compliance programs for lead-safe work practices.**
- **Improved associate engagement and retention rates.**
- Drove operational controls and excellence by reducing **re-order rates and improving cycle times, resulting in continued profitability improvement.**

Director of Operations - Home Depot Interiors — 2016 to 2019

Supported cabinet makeover, closet organization, bath liner, and countertop programs, leading teams with in-demand, niche skill sets while expanding capacity and driving increased profitability. Created standard operating procedures for 40 branches and consolidated five divisions into three aligned with retail organizational structure.

Notable Achievements:

- Cross-functional partnership with legal and HR teams created a third-party skills-based service provider training program, **significantly improving install capacity and reducing cycle times.**
- Led retirement of legacy systems and **replacement with a Salesforce-based platform.**
- **Spearheaded change in month-end financial reporting** to align with the enterprise.
- **Improved profitability** by shrinking labor rates, slashing concessions/chargebacks, reducing cycle times, and increasing capacity.

Regional Services Manager – Home Services — 2013 to 2016

Oversaw 109 stores in FL, GA, AL, and SC and drove $230M in total installed sales while reinvigorating a stagnant region. Responsible for 40+ installation services programs, including flooring, kitchens, countertops, bath, HVAC, and plumbing for the Southeast Region. Provided direct leadership to 7 district service managers.

INTERNAL USE

Notable Achievements:

- **Improved region's total sales from $160M to $230M,** rising from 6th to 3rd highest sales rate in the country.
- Surpassed sales budget and profit expectations **for ten consecutive quarters.**
- Increased customer satisfaction YOY, **achieving a high of 95%.**
- **Received 2014 "Regional Services Manager of the Year"** for outstanding performance and results and **"Specialty Business Partnership Award"** for exceptional work with the specialty teams.
- **Named "Countertop Captain" in Southern Division** for developing and sharing growth-focused best practices.

District Manager – US Retail —2009 to 2013
Led 9-11 stores in St. Petersburg and Clearwater, oversaw 1,500 employees at the highest-volume district in the region.

Notable Achievements:

- **Drove district from $415M to $420M in total sales** despite losing 2 locations due to realignment. Increased comp sales YOY: **+2% in 2010, +3.6% in 2011, and +6% in 2012 (104% of plan).**
- Voice of the Customer survey scores **increased by five basis points to 92% by 2012.**
- **Oversaw over $150K of community project grants,** the highest in the region.

District Manager – US Retail —2007 to 2009
Led 8-9 stores in Ocala and Gainesville, achieving $250M in total sales and overseeing 1,000 employees. Guided the district through the 2008 financial crisis and financial turmoil.

Notable Achievements:

- **Lifted district from 6th to 4th in the region** in total sales volume by the end of the first year.
- **Received award for outstanding leadership and performance.**

Regional Specialty Sales Manager – Store Operations—2004 to 2007
Oversaw 147 stores in Florida, focusing on specialty sales for flooring, kitchen & bath, millwork, blinds, and storage.

Notable Achievements:

- **Achieved 30% of total regional revenue** with $2B in sales.
- **Ranked top 3 in the country** for overall performance results every year.

Director, Contact Center – Customer Care/Store Operations — 2001 to 2004
Oversaw over 1,000 employees at the company's first call center. Built and led a team of 4 senior managers and reported to SVP. Grew call center from Florida-based to a national footprint. Contributed to site selection, setup, design, and launch.

Notable Achievements:

- Created standard operating procedures for **110 stores in Southeast Division.**
- **Saved 51% of projected labor costs** through strategic integration of planning and tech improvements.

Additional Professional Experience

MCI WorldCom

Education & Professional Development

Certificate in Finance & Accounting – Harvard Business School

Bachelor of Science, Political Science – Frostburg State University, Maryland

Received by
Office of the City Clerk
JUN 09 2023
Treasure Island, FL
Time: 9:47 AM CK

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ■ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name DANA BALL

Address 11405 4TH ST E, TI

Phone 702-595-6727 Email dana@viewbeachhomes.com

Present Occupation Realtor

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

I previously served on the CEB for the max alloted time including servings as Chairperson. I want to keep the neighborhood standards of TI in tack and continue to be involved in the City.

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ■ Female

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 6/9/2023

Office Use Only: District _____ Revised: 06/09/2022

Received by
Office of the City Clerk
JUN 27 2023
Treasure Island, FL
Time: 8:37 AM

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ■ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Michael Finch

Address 9815 Harrell Ave - Unit #301, Treasure Island Fl, 33706

Phone 8634647029 Email finchmichael69@gmail.com

Present Occupation Retired

If retired, what was your previous occupation? Owned two businesses

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

Excellent business and professional skills. Successful owner of two boarding and grooming facilities for pets

Managed 30 employees in two facilities for 15 years. Most importantly, fair in my decision making

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ■ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 6-26-23

MICHAEL R. FINCH

Office Use Only: District _____ Revised: 06/09/2022

Kidwell, Celine

From: Michael Finch <finchmichael69@gmail.com>
Sent: Tuesday, June 27, 2023 8:37 AM
To: City Clerk
Subject: Fwd: Code Enforcement Board - Application
Attachments: Scan_20230626_2.png; Scan_20230626.png

Good morning:

Having trouble getting to the correct Email address.. Hope you can help

Michael Finch

---------- Forwarded message ---------
From: **Michael Finch** <finchmichael69@gmail.com>
Date: Mon, Jun 26, 2023 at 8:30 PM
Subject: Code Enforcement Board - Application
To: <cityclerk@mytreasureisland.cp>

Good evening:

Attached you will find my completed application for consideration for a position on the "*Code Enforcement Board*"

I have retired to Treasure Island after a long career in corporate management positions with General Electric, Sears, Whirlpool Financial, and Bombardier Financial Services.

For the last 15 years my wife and I have been owners of two boarding and grooming facilities for pets....One located in Plant City (Happy Pets Inn) and one in Lake Placid, Fl (Dawg House Pet Resort).....both businesses were profitable and sold in the last 5 years.....and we are now in retirement enjoying Treasure Island

I find this possible appointment interesting as I feel the business background would fit nicely in this type of position, with an ability to listen to all sides of a discussion, and to make the right decision for the community as well as the individuals involved

More importantly, I feel this position would allow me to be active in the community, and offer my set of skills to make Treasure Island even a better place to live

Thanks for any and all consideration you might give this application.....and happy to meet with you at any time to discuss further details

Michael Finch
9815 Harrell Ave - Unit #301
Treasure Island, Fl 33706
863-464-7029

Received by
Office of the City Clerk
JUL 06 2023
Treasure Island, FL
Time: _____ CK

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☑ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☑ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☑ Yes
- ☐ No

Evening meetings
- ☑ Yes
- ☐ No

Name Nicholas Hammond

Address 145 85th Ave Treasure Island FL 33706

Phone 508-284-1290 Email NJHammond@yahoo.com

Present Occupation Investment Advisor Rep - Tax Preparer - Own Business

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

Bachelors Business - Magna Cum laude - Former Councilman Auburn Ma
Volunteer Little League - Keeping Auburn Warm - Other
Charitable orgs - Experienced In Municipal Govt - By laws -
Public Hearings - working with Public Budgets -

I have owned & Operated Financial Services & TAx office for 15 years. I have Volunteered In Many Capacities in Local govt & Charitable Organizations. It is my desire to give Back to my Community and ~~Dev~~ Feel this would be a great way to use my education, experience & Skills as I create & establish Roots In Treasure Island.

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☒ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ☒ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ~~☒ Yes~~
- ☒ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 7/6/23

Office Use Only: District _____ Revised: 06/09/2022

Received by
Office of the City Clerk
MAY 22 2023
Treasure Island, FL
Time: 11:24 A.M.

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☑ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☑ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☑ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☑ Yes
- ☐ No

Evening meetings
- ☑ Yes
- ☐ No

Name Sylvia A. Meyer

Address 825 123rd Ave

Phone 813-220-1265 Email sami945@verizon.net

Present Occupation Retired

If retired, what was your previous occupation? Publix Corp 40 years

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

_____

_____

_____

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ☑ Female

Race
- ☐ African American
- ☐ Asian-American
- ☑ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ☑ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature Sylvia A. Meyer Date May 22, 2023

Office Use Only: District _____ Revised: 06/09/2022

Received by
Office of the City Clerk
JAN 12 2023
Treasure Island, FL
Time: 2:14 pm (ak)

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ■ Code Enforcement Board
- ■ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Jeff Richardson

(ak) Address 10355 Paradise Blvd. #104

Phone 817-300-2589 Email jrichardson@rescom-mgt.com

Present Occupation Owner of a property management business & a real estate boker owner

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

I have lived in Treasure Island, Florida for five years since moving here from Fort Worth, Texas in 2017.

I have been married to my wife Gail Richardson for 21 years this April and have two boys ages 10 & 14.

I have a finance degree from the University of Texas in Arlington (UTA) and have MBA in corporate finance from the University of Dallas..

I have over 10 years of working for the airlines and 15 years in the financial service sector.

With my eperience as a owner of a property management & a real estate brokerage company I feel I would be a great asset for the planning and zoning committee.

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ■ Female

Race
- ☐ African American
- ☐ Asian-American
- ☐ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 1/12/23

Office Use Only: District _____

Revised: 06/09/2022

Received by
Office of the City Clerk
JUL 11 2023
Treasure Island, FL
Time: 9:00 AM

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☑ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☑ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☑ Yes
- ☐ No ZAIRA

Evening meetings
- ☑ Yes
- ☐ No

Name Zee Schnake

Address 12055, 6th street east; Treasure Island 33706

Phone (813) 300-9811 Email _____

Present Occupation retired high school teacher

If retired, what was your previous occupation? teacher

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

B.A. Mathematics from University of South Florida
I am a retired educator who taught in the Public School system for 35 years. Part of my responsibilities included

conflict resolution, mediation and enforcing district, school and classroom policies.
I am open-minded, willing to listen to all sides of an issue.
I have lived in Treasure Island since 2006. Since retiring, I have availability to be more active in my community.
I am familiar with some city Code and I'm looking forward to becoming more knowledgeable of code enforcement and how my city government operates.

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ☑ Female

Race
- ☐ African American
- ☐ Asian-American
- ☑ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ☑ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 7/10/2023

Office Use Only: District _____ Revised: 06/09/2022

Received by
Office of the City Clerk
JUL 13 2023
Treasure Island, FL
Time: 11:45 AM

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ■ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Marvin Shavlan

Address 220 108th Ave, Apt 303, Treasure Island, Fl 33706

Phone 727-439-6175 Email BondDiamonds@aol.com

Present Occupation Retired

If retired, what was your previous occupation? Retail Jewelry Business Owner

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

Served on St. Pete Beach City Commission, Planning Board & Historic Preservation Board

University of Florida undergraduate business degree

Owned and operated a multiple location retail jewelry firm for 30+ years

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ■ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 7/13/23

Office Use Only: District _____

Revised: 06/09/2022

Received by
Office of the City Clerk
JUN 29 2023
Treasure Island, FL
Time: 8:36 AM dc

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

SWO - 003586 - 2022
CODE - 003585 - 2022
Hearing in A-8

Please indicate your preference of board or committee:

- ■ Code Enforcement Board
- ■ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Stuart Simm

Address 780 Capri Blvd, Treasure Island, FL 33706

Phone (863) 529 8608 Email stuartsimm@maxinspections.com

Present Occupation Commercial & Residential Building Inspector (Owner)

If retired, what was your previous occupation? N/A

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

State of Florida commercial & residential building inspector 12 years, Degree in construction management from Coventry University in England. Came to the US on an L1B knowledge visa for commercial & residential building materials and their applications in 2004. Previous Director for major US building materials manufacturer 2004

-2009. Owner of CRS construction (Cleveland Ohio) commercial building contractor. Chair and board member on various boards including, Emerge, YMKN, Lakeland Country Club. Assisted in emergency operations post Hurricane Katrina 2005. Full resume on request. Project leader, co-ordinator, decision maker, building construction and material use professional.....

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ■ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 06/27/2023

Office Use Only: District _____

Revised: 06/09/2022

AGENDA ITEM NO. I.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 18, 2023

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Resolution No. 2023-06 - Off-Shore Drilling

BACKGROUND:

Miller Hunter from Oceana sent an e-mail (see attached) on behalf of Oceana's offshore drilling campaign. They are seeking support from local elected officials in asking you to join other elected officials across the country in a letter urging President Biden to protect our coast and issue no new offshore oil and gas leases in his upcoming 5-year plan.

In 2018, the City of Treasure Island issued and passed a resolution opposing offshore drilling (see attached).

POLICY/PURPOSE:

A Resolution of the City Commission of the city of Treasure Island, Florida, opposing offshore oil drilling activities and expansion of offshore drilling in the Gulf of Mexico, and providing for an effective date.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: Resolution 2023-06, opposing offshore oil drilling and exploration activities.

FUNDING: .

MOTION: I move to **approve / deny** the Resolution 2023-06 a resolution of the City Commission of the City of Treasure Island, Florida

in opposition to offshore drilling activities and expansion of offshore drilling in the Gulf of Mexico.

ATTACHMENTS:
RES 2023-06 Opposing offshore drilling 07 18 2023.docx
E-mail Re_ Local Elected Sign On Letter_ Urgent Call to Oppose New Offshore Drilling and Protect Florida's Coast.pdf
RES 2018-17 Opposition to Offshore Drilling Activities

RESOLUTION NO. 2023-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA IN OPPOSITION TO OFFSHORE DRILLING ACTIVITIES AND EXPANSION OF OFFSHORE DRILLING IN THE GULF OF MEXICO.

WHEREAS, the United States government has expressed interest in expanding offshore oil and gas development and exploration in the Gulf of Mexico; and

WHEREAS, the Bureau of Ocean Energy Management (BOEM) is in the process of finalizing its 5-year plan for offshore drilling, which will shape the future of energy development along our coasts; and

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of oil spills and chronic leakage; and

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast; and

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and

WHEREAS, the City of Treasure Island recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major economic drivers benefiting the current and future residents, property owners, and visitors to Florida; and

WHEREAS, the City of Treasure Island endeavors to be a good steward of the state and region's environment and its resources; and

WHEREAS exploration and development of oil and gas resources off the coast of Florida will not effectively address the long-term energy needs of our country; and

WHEREAS, expanded offshore oil and gas drilling and exploration in the Gulf of Mexico will put Florida's environment, beaches, marine resources and local economies at risk.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, AS FOLLOWS:

Section 1. The City of Treasure Island recommends that it would be more economically and ecologically responsible to pursue non-polluting sources of renewable energy such as solar and wind, that pose less risk to the coastal environment and economic health.

Section 2. The City of Treasure Island expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast and issue no new leases in the final 5-year plan.

PASSED AND ADOPTED by the City Commission for the City of Treasure Island, Florida this _____ day of July 2023.

ATTEST:

_____
J. Tyler Payne, Mayor

_____
Celine Kidwell, City Clerk
(SEAL)

From: Miller, Hunter
To: Davis, Amy; Payne, Tyler
Cc: Robin A. Sollie
Subject: Re: Local Elected Sign On Letter: Urgent Call to Oppose New Offshore Drilling and Protect Florida"s Coast
Date: Tuesday, June 27, 2023 9:49:34 AM
Attachments: image001.png
image002.png
Outlook-1513791777.png
RES 2023-19 Opposing offshore drilling.docx

Hello Mayor Payne and Amy,

I hope you are doing well! I just wanted to give you a quick update on activities surrounding offshore drilling resolutions. Last night, the City of St Augustine passed an updated offshore drilling resolution, and the City of St Pete Beach is hearing a resolution at their commission meeting tonight. I've attached the St Augustine (un-signed) resolution in case you're interested in seeing it.

Do you think Treasure Island will have a resolution on the agenda for the July 18 meeting? Please let me know if you need anything at all.

Best,
Hunter
Hunter Miller | Field Campaigns Manager
OCEANA Protecting the World's Oceans
D (863) 528-6011 |
hmiller@oceana.org | www.usa.oceana.org

If you'd like to sign on the *Local Elected Leader Letter,* you can do so here: bit.ly/ProtectTheGulf

If you're interested in seeing who has signed on, you can view that here: https://docs.google.com/spreadsheets/d/17B49iOsNjXz42nF6_43sQNRuYut9vBMQtYNqTB2o3FE/edit#gid=0

From: Davis, Amy <adavis@mytreasureisland.org>
Sent: Wednesday, June 14, 2023 12:05 PM
To: Miller, Hunter <hmiller@oceana.org>; Payne, Tyler <tpayne@mytreasureisland.org>
Cc: Robin A. Sollie <robin@tampabaybeaches.com>
Subject: RE: Local Elected Sign On Letter: Urgent Call to Oppose New Offshore Drilling and Protect Florida's Coast

Thank you,

Amy Davis, ICMA-CM
City Manager
City of Treasure Island
Phone: 727-547-4575
120 108th Avenue | Treasure Island, FL | 33706
www.mytreasureisland.org

From: Miller, Hunter <hmiller@oceana.org>
Sent: Wednesday, June 14, 2023 11:55 AM
To: Payne, Tyler <tpayne@mytreasureisland.org>
Cc: Robin A. Sollie <robin@tampabaybeaches.com>; Davis, Amy <adavis@mytreasureisland.org>

Subject: Re: Local Elected Sign On Letter: Urgent Call to Oppose New Offshore Drilling and Protect Florida's Coast

Hello Mayor Payne and Amy,

Please see attached template for the updated offshore drilling resolution. Let me know if you have any questions or requests.

Best,
Hunter

From: Payne, Tyler <tpayne@mytreasureisland.org>
Sent: Friday, June 9, 2023 12:56 PM
To: Miller, Hunter <hmiller@oceana.org>
Cc: Robin A. Sollie <robin@tampabaybeaches.com>; Davis, Amy <adavis@mytreasureisland.org>
Subject: Re: Local Elected Sign On Letter: Urgent Call to Oppose New Offshore Drilling and Protect Florida's Coast

Ok I will discuss with the City Manager and we'll decide what the best path forward is. We have a Commission meeting on June 20, so we could potentially do a Resolution then or at least discuss it and make sure everyone is ok with us each signing on to the letter.

Thanks,
J. Tyler Payne
Mayor
City of Treasure Island
727-748-5062
www.mytreasureisland.com

All government correspondence is subject to the public records law.

Want to receive important updates?
Sign up for Treasure Island City updates!

From: Miller, Hunter <hmiller@oceana.org>
Sent: Friday, June 9, 2023 11:49:55 AM
To: Payne, Tyler <tpayne@mytreasureisland.org>
Cc: Robin A. Sollie <robin@tampabaybeaches.com>; Davis, Amy <adavis@mytreasureisland.org>
Subject: Re: Local Elected Sign On Letter: Urgent Call to Oppose New Offshore Drilling and Protect Florida's Coast

Thank you, Mayor Payne.

I would say the easiest on-ramp for action would be the sign on letter. If you feel like the commission would be amenable to pass another resolution, that would be a strong show of support. Another option for you, if there's interest, might be an op-ed in the Tampa Bay Times. Perhaps co-authoring with Robin? Our team is happy to draft something if there's interest there.

I'm happy to help in any way. If you need further information or assistance, please let me know.

Thank you!
Hunter
Hunter Miller | Field Campaigns Manager
OCEANA Protecting the World's Oceans
D (863) 528-6011 |
hmiller@oceana.org | www.usa.oceana.org

From: Payne, Tyler <tpayne@mytreasureisland.org>
Sent: Friday, June 9, 2023 11:26 AM
To: Miller, Hunter <hmiller@oceana.org>
Cc: Robin A. Sollie <robin@tampabaybeaches.com>; Davis, Amy <adavis@mytreasureisland.org>
Subject: Re: Local Elected Sign On Letter: Urgent Call to Oppose New Offshore Drilling and Protect Florida's Coast

Thank you for bringing this to our attention Hunter. Would be helpful if we issued another Resolution in addition to signing on as individuals?

Thanks,
J. Tyler Payne
Mayor
City of Treasure Island
727-748-5062
www.mytreasureisland.com

All government correspondence is subject to the public records law.

Want to receive important updates?
Sign up for Treasure Island City updates!

From: Miller, Hunter <hmiller@oceana.org>
Sent: Thursday, June 8, 2023 4:35:30 PM
To: Payne, Tyler <tpayne@mytreasureisland.org>; Toth, Deb <dtoth@mytreasureisland.org>; Doctor, John <jdoctor@mytreasureisland.org>; Partridge, Saleene <spartridge@mytreasureisland.org>; bwetzel@mytreasureisland.org <bwetzel@mytreasureisland.org>
Cc: Robin A. Sollie <robin@tampabaybeaches.com>
Subject: Local Elected Sign On Letter: Urgent Call to Oppose New Offshore Drilling and Protect Florida's Coast

Good afternoon, Mayor Payne and Commissioners,

I hope this email finds you well. My name is Hunter Miller and I am reaching out on behalf of Oceana's offshore drilling campaign. CC'd is Robin Miller, President and CEO of the Tampa Bay Beaches Chamber and Chair of the Florida Gulf Coast Business Coalition, a business alliance committed to protecting our coastline from offshore drilling. We are urgently seeking support from local elected officials in asking you to join state and local elected officials from across the country in a letter urging President Biden to protect our coast and issue no new offshore oil & gas leases in his upcoming 5-year plan.

In 2018, Treasure Island showed strong leadership on this issue and passed a resolution opposing offshore drilling. We are once again seeking your support in the form of a local elected official sign on letter as President Biden considers his final decision. Elected officials are encouraged to sign on as individuals.

The letter to the President will be a major showing of elected officials all over the country who want to protect our coasts by calling for no new oil and gas drilling leases in the upcoming Five-year Oil and Gas leasing program.

To express your support and join other elected officials from around the country, read and sign the letter here: **bit.ly/ProtectTheGulf**

Background: Last summer the Biden-Harris administration released a proposal for the next five years of offshore drilling leases in Federal waters. This proposal called for up to 10 leases in the Gulf of Mexico. The government is expected to finalize the offshore drilling plan by the end of the year, but there is still time for our input to be considered. The proposal threatens to continue the status quo of dirty and dangerous drilling and spilling. We are therefore calling on the Administration to release a five-year program with no new offshore oil

and gas lease sales.

A healthy, vibrant ocean is essential for a strong coastal economy and flourishing coastal communities, that by extension strengthen the country. Offshore drilling is a threat to our way of life, and we are counting on our local leaders to send the message that expanded drilling in the Gulf cannot be an option.

Please consider adding your name using this google form: **bit.ly/ProtectTheGulf**

Thank you for your consideration,

Respectfully,
Hunter

Hunter Miller | Field Campaigns Manager



D (863) 528-6011 |
hmiller@oceana.org | www.usa.oceana.org

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RESOLUTION 18-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA TO EXPRESS OPPOSITION TO OFFSHORE DRILLING ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the United States government has expressed interest in opening the Atlantic Ocean and Eastern Gulf of Mexico to offshore oil and gas development and exploration; and

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of oil spills and chronic leakage; and

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast; and

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and

WHEREAS, the City of Treasure Island recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major economic drivers benefiting the current and future residents, property owners, and visitors to Florida; and

WHEREAS, the City of Treasure Island endeavors to be a good steward of the state and region's environment and its resources; and

WHEREAS, exploration and development of oil and gas resources off the coast of Florida will not effectively address the long-term energy needs of our country.

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that opposing offshore drilling activities is in the best interest of the City of Treasure Island.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. Offshore oil and gas drilling and exploration will put Florida's environment, beaches, marine resources and local economies at risk; therefore the Commission expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast.

Section 2. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 6th day of February, 2018 by Commissioner Lunn who moved its adoption; was seconded by Commissioner Toth and upon roll call, the vote was:

YEAS: Commissioners Lunn, Kennedy, Keys, Toth, and Mayor Minning
NAYS: None
ABSENT OR ABSTAINING: None

Robert Minning, Mayor

ATTEST:

Tiffany Makras, City Clerk

AGENDA ITEM NO. I.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 18, 2023

SUBMITTED BY: Mike Munger, Finance

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Adopt Resolution No. 2023-08 - Proposed Property Tax Millage Rate for FY 24

BACKGROUND: Each year, the City is required to calculate and set an ad valorem millage rate per Chapter 200 of the Florida Statutes, Determination of Millage. Attached is the TRIM Calendar providing the timeline for setting the millage rate. The setting of a millage rate at this time is a proposed millage rate that the Pinellas County Property Appraiser will use to generate the TRIM Notices. In September, the Commission will formally adopt the millage rate to levy property tax for FY 24 through two public hearings.

The proposed millage rate is 3.8129 mills, the same rate as the previous year.

POLICY/PURPOSE: To adopt the proposed millage rate for FY 24 from which Pinellas Property Appraiser Office will calculate the TRIM notices that will be mailed to property owners on August 21st.

STRATEGIC PLAN RELEVANCE: None. This is a regulatory step in the annual budget process.

ANALYSIS/DISCUSSION:

The preliminary certification of taxable property value was received from the Pinellas County Property Appraiser's office as of July 1 annually. The City of Treasure Island's total taxable property value for the FY 24 budget is $2,832,409,953 representing an increase of $278,018,815 or 10.88% from the prior year as shown below along with a 5-year history.

Fiscal Year	Taxable Property Value	% Difference
FY 2020	$1,993,655,565	7.65%
FY 2021	$2,111,978,036	5.93%
FY 2022	$2,231,861,049	5.68%
FY 2023	$2,553,670,754	14.42%
FY 2024	$2,832,409,953	10.88%

There has been over a decade of taxable property value growth, following a nearly 40% cumulative decline over a five-year period during and after the Great Recession of 2008. For financial planning purposes, Finance staff conservatively estimated 4% annualized property tax growth previously for FY24 growth and while the property tax base growth is higher than projected, inflation has impacted the prices of goods and services throughout the City and there are several capital projects are programmed over the 5-year period.

Rolled-Back Millage Rate:

The rolled-back millage rate is defined as the millage rate that would produce the same amount of ad valorem revenue as the prior year, exclusive of new taxable value. The FY 24 rolled-back rate is 3.4541 mills.

Proposed Millage Rate:

The Proposed FY 24 General Fund Budget is predicated on a millage rate of 3.8129 mills, which is the same rate as prior year and is 10.39% above the rolled-back rate. Using a 97% collection rate, the projected ad valorem revenues of $10,475,700 is included in the proposed budget, generating $1,030,910 additional revenue over previous year.

Breakdown of ad valorem revenue:

$8,827,240	3.2129	General Operations
1,373,720	0.5000	Committed funds for Treasure Island Causeway & Bridge

274,740	0.1000	City Facilities renewal and replacement assignment
$10,475,700	**3.8129**	**Total**

The proposed millage rate is important because, once set, it cannot be increased unless each taxpayer is mailed a revised Notice of Proposed Property Tax. The final millage rate adopted **cannot exceed** the proposed millage rate. The City Manager's Proposed FY 24 Budget using the millage rate of 3.8129 mills will require a 4 out of 5 majority vote of Commission to adopt because it exceeds the maximum millage rate calculation, which equals the rolled-back rate increased by the per capita Florida personal income growth.

Budget Public Hearings:

The City must hold two public hearings on the millage rate and budget, and the City's meetings cannot be on the same date as that of the County Commission or the School Board meetings to set their respective millage rates. The TRIM notice will calculate property taxes using the proposed FY 24 tax rates for all taxing entities, including the City of Treasure Island, as well as list the time, date, and location for the first public hearing for the property tax rate and budget adoption.

Any change in the meeting time of the first public hearing on the budget will require notice to each City property taxpayer. The Budget Public Hearings will be held on:

Tuesday, September 5, 2023 at 6:00 pm

Monday, September 18, 2023 at 6:00 pm

The budget hearing dates do not conflict with the meeting dates of the School Board or Pinellas County.

FUNDING: No immediate funding impact.

MOTION: I move to adopt Resolution 2023-08 setting the proposed millage rate at 3.8129 mills for Fiscal Year 24 and holding the first public hearing of the budget on Tuesday, September 5, 2023 at 6:00 p.m. at the City of Treasure Island's City Hall.

ATTACHMENTS:
Resolution_2023-08.docx
2023 Tax Roll Calendar Final.pdf

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA SETTING THE PROPOSED MILLAGE RATE OF 3.8129 MILLS FOR THE CITY OF TREASURE ISLAND FOR FISCAL YEAR 2024; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 200 of the Florida Statutes, Determination of Millage sets forth the procedure and timetable for setting the Proposed Millage Rate for Fiscal Year 2023.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. That the City Commission does hereby set the proposed ad valorem tax millage rate for the City of Treasure Island for the fiscal year commencing October 1, 2023 and ending September 30, 2024 at 3.8129 mills.

Section 2. The rolled-back rate is 3.4541 mills.

Section 3. That the first public hearing of the FY 2023 Budget be scheduled for Tuesday, September 5, 2023 at 6:00 pm.

Section 4. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 19th day of July 2023 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

2023 TAX ROLL / BUDGET / MILLAGE CALENDAR

DATE	ACTIVITY	REFERENCE
June 1 (Thurs)	Property Appraiser delivers estimate of taxable value to taxing authorities	200.065(8)
July 1 (Sat)	Property Appraiser delivers certification of taxable value (DR-420) to taxing authorities. (If roll cert date is earlier, July 1 will be used to determine time periods and deadlines. Fla. Stat. s. 200.065(12); Fla. Admin. Code r. 12D-17.003(2) & 12D-17.008.)	193.023(1) 200.065(1)
Aug 2 (Wed)	Taxing Authorities notify Property Appraiser of proposed millage rate, date/time/place of 1st public budget hearing (return completed DR-420)	200.065(2)(b)
Aug 21 (Mon)	Property Appraiser mails TRIM Notices	200.065(2)(b)
Sept 3 – Sept 18	Taxing Authorities hold 1st public hearing to adopt a tentative budget and millage rate (between 65 and 80 days after certification, at least 10 days after TRIM mailing)	200.065(2)(c)
	Taxing Authorities advertise intent to adopt a final budget and millage rate and final public hearing schedule (ad to appear within 15 days of adoption of tentative budget). ***Check ad format/content carefully!***	200.065(2)(d) 200.065(3)
Sept 29 (Fri)	Taxing Authorities hold final public hearing to adopt final budget and millage rate (between 2 & 5 days after ad appears)	200.065(2)(d)
	Taxing Authorities forward millage rate to Property Appraiser, Tax Collector, & DOR (within 3 days after adoption of resolution or ordinance)	200.065(4)
Sept 5 (Tue)	City of Treasure Island 1st budget hearing	
Sept 12 (Tue)	School Board budget hearing	*200.065(2)*
Sept 7 (Thurs)	Pinellas County BCC budget hearing	*200.065(2)*
Sept 15 (Fri)	Deadline for taxpayers to file a petition with the Value Adjustment Board (within 25 days after TRIM mailing)	194.011(3)(d)
Sept 18 (Mon)	City of Treasure Island 2nd budget hearing	
Sept 19 (Tue)	Pinellas County BCC budget hearing (final)	*200.065(2)*
Oct 2 (Mon)	Property Appraiser delivers DR-422 to taxing authorities	200.065(6)
Oct 4 (Wed)	Value Adjustment Board meets for first certification of tax rolls	193.122(1)
Oct 5 (Thurs) **Oct 6** (Fri)	Taxing Authorities return completed DR-422, millage rate is adjusted if an option Property Appraiser extends roll to Tax Collector	200.065(6)
Mid Oct (TBD)	Value Adjustment Board hearings begin	194.032(1)(a),(c)
	Taxing Authorities certify compliance to DOR (not later than 30 days after adoption of ordinance or resolution establishing final budget and millage rate)	200.068
Oct 31 (Tue)	Tax Collector mails tax bills	197.322(3)
TBD	Value Adjustment Board meets for second certification of tax rolls	193.122(3)

Note on the calculation of time: Fla. Admin. Code r. 12D-17.008 instructs us to include July 1 (the certification date) when calculating dates on the tax roll calendar. The rule also states that the last day of the period shall be included even if it is a weekend day or holiday. If a statutory date lands on a weekend, the weekend date is listed on this calendar. Please keep this in mind as you coordinate your schedule for the budget year. If you have any questions or concerns, please contact the Property Appraiser's office.

12/14/2022

AGENDA ITEM NO. I.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 18, 2023

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Authorize the City Manager for an increase in Purchase Authority to Hyfab Corp. for Garbage Truck Repairs from the initial amount of $60,000.00 to $80,000 for Fiscal Year 2023

BACKGROUND:

The Public Works Department is requesting authorization for the City Manager to increase the purchase authority from $60,000 to $80,000 for the current fiscal year. This authorization will allow for Public Works, to purchase Heil repair and replacement services for maintenance of the garbage trucks. Tampa Crane & Body and Hyfab Corp are the only providers for heavy equipment that are authorized for warranty repair on Heil trucks in the Tampa Bay Area.

POLICY/PURPOSE:

To request authorization from the City Commission to authorize the City Manager to increase spending up to $80,000 from Hyfap Corp for the repair and maintenance of the sanitation vehicles.

STRATEGIC PLAN RELEVANCE: Goal 1: Protect City assets to sustain the future of Treasure Island

ANALYSIS/DISCUSSION:

The Public Works Department is requesting authorization for the City Manager to increase the purchase authority from $60,000 to $80,000. This increase is due to the fact that we are sending more work to Hyfab than to Tampa Crane & Body.

As the sanitation trucks age, there is an increase in the number of repairs that are required to keep the trucks on the road. Prior to last year, Tampa Crane and Body was the only certified Heil repair shop. We are still using Tampa Body and Crane, however, the wait time for repairs is an issue. Hyfab is much quicker and as a result we have been utilizing this vendor more frequently.

FUNDING:

The FY 2023 Solid Waste Fund budget for vehicle maintenance and repairs in 430-5340-46200 is depleted, however, funding is available for remaining truck repairs within the Solid Waste Fund due to savings in other areas.

MOTION:

I move to approve and authorize the City Manager to increase the purchase authority up to $60,000 for Heil repair and replacement services for maintenance of the garbage trucks with Hyfab Corp.

ATTACHMENTS:

AGENDA ITEM NO. I.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 18, 2023
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager for the Execution of Purchase Authority to CUES, Inc. for the repairs and maintenance of the CUES TV Inspection Vehicle in the amount of $35,000.

BACKGROUND:

The City owns and operates its own wastewater collection system. The system services commercial, multi-family units and single-family homes within the City. The City's underground collection system is aging and is comprised mostly of Vitrified Clay Pipes. Staff uses the City's Video Van (TV Inspection Vehicle) to inspect the condition of the various wastewater collection system mains and service laterals within the city. The camera truck is also used to evaluate and inspect the condition of the City's stormwater system.

In 2018, the City Commission authorized the retrofitting of this system to update the hardware and software from CUES, Inc. for the City's stormwater and wastewater video inspection vehicle.

POLICY/PURPOSE:	To request authorization from the City Commission for the Execution of Purchase Authority to CUES, Inc. for the repairs and maintenance of the CUES TV Inspection Vehicle in excess of $25,000, as required by the Purchasing Policy.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION: Due to the intensive use of the Video Truck this Fiscal Year performing video inspections of the Sanitary Sewer and Stormwater gravity mains, the axillary equipment required addition repairs and replacement parts. Below are the purchases previously made since October 2022:

1.	Camera Truck - Mini Camera Repair	$5,281.61
2.	Cues Training	$1,800.00
3.	Loaner Camera Shipping	$ 34.28
4.	Line Trace Transmitter	$1,867.94
5.	Lamp Cable Freight	$ 80.24
6.	Camera Equipment repair	$8,172.30
7.	Push Camera Repair	$1,501.66
8.	CUES - Granite Net Annual Support	$3,108.00
	Total	**$21,846.03**

FUNDING:

Funding for these purchases is in Stormwater Contingency Account in the Stormwater Fund (450-5380-99900) and Wastewater Contingency Account in the Wastewater Fund (420-5350-99900).

MOTION: I move to approve and authorize the City Manager to execute the purchase order to CUES, Inc. for the repairs and maintenance of the CUES TV Inspection Vehicle for the amount of $35,000.

ATTACHMENTS:

AGENDA ITEM NO. I.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 18, 2023
SUBMITTED BY:	Tiffany Makras, Human Resources
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	City Manager Annual Performance Evaluation
BACKGROUND:	Amy Davis' annual performance evaluation was completed for her 2nd anniversary as City Manager; which was June 2, 2023. The City Commission provided evaluations of Ms. Davis' performance and the collective overall ratings resulted in a score of 2.49/3.00 which is a satisfactory appraisal. Per Section 7 of Ms. Davis' employment agreement, she is entitled to an increase in compensation as determined by the City Commission upon her yearly anniversary date.
POLICY/PURPOSE:	The purpose of this item is to acknowledge the City Manager's one-year performance appraisal and to give consideration and authorization for a salary increase.
STRATEGIC PLAN RELEVANCE:	Administration Goal 1: Develop, support, and retain a diverse workforce to serve the needs of the community.
ANALYSIS/DISCUSSION:	For comparative purposes staff obtained annual salary information for City Managers in local, like-sized municipalities: Gulfport $173,838 Madeira Beach $140,000 Safety Harbor $171,595 St. Pete Beach $210,000 Treasure Island $156,975 This fiscal year's budget includes a 3% general wage increase and up to a 3% merit increase for employees. With a 6% pay increase, Ms. Davis' annual salary would be $166,393.50.

As a reference, last year the City Commission chose to follow the 3% general wage increase which was provided to all non-bargaining staff on 10/1/22, plus a merit increase proportional to the overall score of the evaluation. Should the Commission choose to follow that process again this year, then the overall score of 2.49/3.00 equates to 83%. Applying the 83% to the 3% merit would equal 2.49%. Which would bring the total percentage of increase to 5.49% (3% general wage increase + 2.49% merit increase).

FUNDING: There are adequate funds budgeted to cover a salary increase for the City Manager.

MOTION: I move to approve and authorize a __% pay increase for the City Manager's annual salary which would take effect on her anniversary date, June 2, 2023.

ATTACHMENTS: