BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, AUGUST 8, 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, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Recognition of Jason Howard, EMS/Firefighter/Paramedic for 30 years of Service

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 Regular Minutes of May 16, 2023 and Regular and Workshop of June 20, 2023.
05 16 2023 board-of-commissioners_regular minutes_summary.docx
06 20 2023 board-of-commissioners_regular minutes_summary.docx
06 20 2023 board-of-commissioners_workshop minutes_summary.docx

H. CONSENT AGENDA

H.1 Revised Grant Agreement with the Florida Department of Environmental Protection in the Amount of $70,000 to Complete a Comprehensive Vulnerability Assessment
Att A - 23PLN121 Treasure Island Comprehensive Vulnerability Assessment.pdf

I. ITEMS OF BUSINESS

I.1 Acceptance of the FY 2022 Comprehensive Annual Financial Report
City of Treasure Island Audit Presentation 2022.pptx
City of Treasure Island - ACFR 09-30-2022 FINAL.pdf

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

Peoples_Gas_Franchise_Agreement-Ordinance No. 2023-09.docx
Peoples Gas Franchise Agreememt Ord No. 91-009.pdf
Ad 298641 Ordinance No. 2023-09.pdf

I.3 First Reading of Ordinance No. 2023-07, Smoking Ban on Public Beach and Parks
Ord 2023-10 COTI_no_smoking_ordinance.docx
Clearwater ordinance 9690-23.pdf
st-petersburg ordinance (1).pdf
Pinellas County FINAL ordinance Beach Smoking.pdf

I.4 First Reading of Ordinance 2023-12, Amending the FY 2023 Budget to add two authorized positions for the Grounds Maintenance I/II/III Classification
Ord_2023-12_Budget_Amendment_2_FTE_for_PW_Grounds_Positions (02565849).docx
Att A - Estimated 3rd Grounds Crew Costs.pdf

I.5
Award contract to Kimley Horn and approve the scope of work/budget for up to $132,990 for the preparation of the 1st Phase of the Land Development Regulations Update.

Exh A and Exh B - contract rate schedule work authorization amended 2023 0802.pdf
Exh C - Public Entity Crimes Statement.PDF
Exh D - Truth in Negotiations Certification.PDF

I.6 Spending Authority and Work Authorization Approval for Advanced Engineering & Design in the Amount of $150,000 for Engineering Services
Att A - WA and Scope of Services.pdf
Att B - Grant Letter of Support.pdf

I.7 Authorize the City Manager for the Execution of Purchase Authority to St. Pete Pressure Washing, Inc. for pressure washing services in the amount of $30,000.

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:	August 8, 2023
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Recognition of Jason Howard, EMS/Firefighter/Paramedic for 30 years of Service
BACKGROUND:	.
POLICY/PURPOSE:	.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	.

ATTACHMENTS:

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 8, 2023
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the Commission Regular Minutes of May 16, 2023 and Regular and Workshop of June 20, 2023.
BACKGROUND:	.
POLICY/PURPOSE:	.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the Commission Regular Minutes of May 16, 2023 and Regular and Workshop Minutes of June 20, 2023.

ATTACHMENTS:
05 16 2023 board-of-commissioners_regular minutes_summary.docx
06 20 2023 board-of-commissioners_regular minutes_summary.docx
06 20 2023 board-of-commissioners_workshop minutes_summary.docx

City of Treasure Island
Meeting Minutes
City Commission Regular Meeting

Tuesday, May 16, 2023 – 6:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33706

CALL TO ORDER

Mayor J. Tyler Payne called the meeting to order at 6:01 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 Proclamation - 2023 National Police Week

Mayor Payne read a proclamation marking May 9-15, 2023, National Police Week.

Police Chief John Barkley accepted the proclamation on behalf of the Treasure Island Police Department.

Commission thanked the Treasure Island Police Department. Mayor Payne asked residents to show appreciation to all who protect and serve by supporting our police officers and placing their appreciation signs during National Police Week 2023.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

There was no public comment.

F. COMMISSIONER REPORTS

Commissioner Toth spoke to the Isle of Capri Civic Association fundraiser, Commemorative Dog Park Paver, with proceeds going to the John Morroni Memorial Dog Park at Rosselli Park. Life jackets save lives. Help get more children into life jackets when they're in and around water, Treasure Island Fire Rescue is hosting a Life Jacket Giveaway and Water Safety event on Friday, May 26, 2023, at Gulf Front Park, 10400 Gulf Blvd., from 9:00 a.m. to noon.

Commissioner Doctor announced that the American Legion, Post 158, Sons of American Legion – Squadron 158, will hold a Memorial Day Ceremony, Remember & Honor, on May 29, 2023, at 11:00 a.m. Everyone is invited to attend.

Commissioner Partridge invited all to attend the Paradise Island Civic Association (PICA) Wine Tasting and Music event at Vino Simpatico, on Thursday, May 18, 2023. School's out, remember to keep our neighborhoods safe for children.

Commissioner Wetzel shared that she and Fire Rescue, Life Safety Educator Merecedes Nelson-Palmer participated in the Fire Ops 101 workshop at Clearwater Fire & Rescue Training Facility which included hands-on firefighting and rescue operations under controlled supervision from firefighters and paramedics.

Mayor Payne spoke to the 2023 Florida League of Cities Legislative Action Days.

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Regular and Workshop Minutes of April 18, 2023

Mayor Payne announced the item.

There were no Commission questions or discussion. 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 April 18, 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: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor

Voting Against: None

H. PRESENTATIONS

H.1 Certificate of Recognition from the Florida and International City & County Management Association

Matthew Spoor, FCCMA District VII Director, City Manager, Safety Harbor presented a Certificate of Recognition from the Florida and International City & County Management Association to recognize the City of Treasure Island on the 60th anniversary of its operation under the commission-manager form of government.

Mayor Payne and Commissioners thanked Mr. Spoor and accepted the honor on behalf of the city.

I. CONSENT AGENDA

J. ITEMS OF BUSINESS

J.1 Pinellas Public Library Cooperative (PPLC) Interlocal Agreement

Mayor Payne announced the item.

City Manager Amy Davis introduced the item.

The City of Treasure Island is a member of the Gulf Beaches Public Library through which it participates as a member of the Pinellas Public Library Cooperative; and this Agreement is authorized by Section 163.01 of the Florida Interlocal Cooperation Act of 1969, which was promulgated to permit local governmental units to make the most effective use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will include geographic, economic, population, and other factors influencing the needs and development of local communities; and the Parties to this Agreement have determined that in order to most effectively utilize their separate powers, a cooperative effort in the form of an Interlocal Agreement is needed.

The purpose is to authorize the Interlocal Agreement for Participation in the PPLC as the current agreement is set to expire effective September 30, 2023.

There were no Commission questions or discussion.

There was no public comment.

Motion: A motion was made by Vice Mayor Saleene Partridge, seconded by Commissioner Deb Toth to approve the First Amendment to the Library Cooperative Interlocal Agreement.

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

J.2 Authorize the City Manager to approve a Purchase Order to Vortex Services, LLC for Lateral Inspection and Lining Services in the amount of $205,000

Mayor Payne announced the item.

Public Works Director Mike Helfrich introduced the item.

There are 93 laterals between 108th Ave south to 99th Ave. that are located under Gulf Blvd. Gulf Blvd is expected to be resurfaced in the next 18 to 24 months. The City needs to ensure that the laterals are in good condition.

On April 18, 2023, the Commission authorized the City Manager to execute a "Piggy-Back" Contract with Vortex Services, LLC. The original $180,000 purchase order is not sufficient to complete the Lateral cleaning, videoing, and selected lining on Gulf Blvd.

There were no Commission questions or discussion.

There was no public comment.

Motion: A motion was made by Commissioner Deb Toth, seconded by Vice Mayor Saleene Partridge to approve staff's recommendation to authorize the City Manager to execute a Purchase Order for $205,000 with Vortex Services, LLC.

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

J.3 Authorize the Mayor to Execute a Temporary Easement Agreement with the Army Corps of Engineers for the upcoming Beach Renourishment on Treasure Island

Mayor Payne announced the item.

Public Works Director Mike Helfrich introduced the item.

This proposed temporary easement is required by the Army Corps of Engineers for a period not to exceed one (1) year beginning with the date of possession of the land is granted to Pinellas County, for use by Grantee, its representatives, agents, and contractors as a work area including the right to move, store and remove

equipment and supplies and erect temporary structures on the land and to perform any other work necessary and incident to the construction of the SFN 2125_00001 Treasure Island Beach Nourishment Project. Temporary Construction Easement and Exhibit A. was attached for more details.

There were no Commission questions or discussion.

There was no public comment.

Motion: A motion was made by Vice Mayor Saleene Partridge, seconded by Commissioner Deb Toth to approve staff's recommendation to authorize the Mayor to execute the Temporary Easement Agreement with the Army Corps of Engineers for the upcoming Beach Renourishment on Treasure Island.

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

J.4 Agreement for Work on City Property located between 107th Avenue and 108th Avenue (a portion of Lot 11 A) Approve the agreement.

Mayor Payne announced the item.

Community Development Director Kathryn Younkin introduced the item.

The owner of the property being developed at 10771 Gulf Boulevard wishes to enter into an agreement with the city to improve the city owned lot located just east of the owner's property. This city owned parcel described as "Treasure Island, City of Block 7, Lot 11-A Less West 75 Feet of South 25 Feet of North 175 Feet, according to the map or plat thereof as recorded in Plat Book 27, Page 2", spans from 107th Avenue to 108th Avenue. The city owned parcel has restrictions on its use by deed.

The proposed improvements require City Commission approval and execution between both parties of the Agreement between the City and 10771 Gulf Blvd. LLC for Improvements on City Property. The applicant will be seeking site plan approval from the Planning and Zoning Board to construct improvements including but not limited to sidewalks, paving, and landscaping on City property to improve vehicular and pedestrian conveyance with adjacent properties including the proposed development at 10771 Gulf Blvd for ingress and egress.

There were no Commission questions or discussion.

There was no public comment.

Motion: A motion was made by Vice Mayor Saleene Partridge, seconded by Commissioner Deb Toth to approve the Agreement Between City and 10771 Gulf Boulevard LLC for improvements on City Property.

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

K. ADJOURNMENT

Mayor Payne adjourned the meeting at 6:49 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 20, 2023 – 6:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33707

MINUTES

CALL TO ORDER

Mayor J. Tyler Payne called the meeting to order at 6:02 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, and Vice Mayor/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 Paula Braun, Public Works/Pump Mechanic, Joshua Innes, Police Sergeant and Penny Klipple, Public Works Office Manager, for 10 years of Service Public Works Director Mike Helfrich recognized Paula Braun.

Public Works Director Mike Helfrich recognized and introduced Paula Braun for her 10 Years of Service. Sgt. Joshua Innes and Penny Klipple were unable to attend.

Commission congratulated and thanked Ms. Braun, Sgt. Innes and Penny Klipple for their 10 Years of Service and dedication to the city.

D.2 Swearing-in of new Treasure Island Fire Rescue Firefighter/Paramedic Christopher Collazo

City Clerk Celine Kidwell swore in Treasure Island Fire Rescue newest Firefighter/EMT Chris Collazo.

Commission congratulated and welcomed Firefighter/EMT Collazo.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

- Ray Chewning, Isle of Palms, spoke to concerns regarding new City Hall renovation expenses.

- Carrie Auerbach, Beach Ambassador, Founder of Treasure Island Adopt-A-Beach, spoke to three (3) programs Treasure Island Adopt of Beach, Keep Pinellas Beautiful and Treasure Island, Historical Society

F. COMMISSIONER REPORTS

- Commissioner Toth reported on upcoming events in Isle of Capri.
- Commissioner Doctor reported on attended meetings and upcoming events Isle of Palms
- Commissioner Partridge reported on upcoming events in Paradise Island.
- Commissioner Wetzel reported on upcoming events in Sunset Beach.
- Mayor Payne reported on important topics, attending meetings and upcoming events throughout the city.

G. APPROVAL OF MINUTES

There were no minutes to approve.

H. PRESENTATIONS

H.1 Overview and Update of the 2023 State Legislative Session

Mayor Payne announced the item.

City of Treasure Island's State Lobbyist, RJ Meyers, Vice President of Shumaker Advisors, presented an overview and update of the 2023 State Legislative Session

There were no Commission questions or discussion.

There was no public comment.

I. CONSENT AGENDA

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

J. ITEMS OF BUSINESS

J.1 Motion to Approve General Public Services Subrecipient Agreement between the City of Gulfport and City of Treasure Island and Directions for Living

Mayor Payne announced the item.

City Manager Amy Davis introduced the item.

The purpose of this item was to review and approve the proposed Agreement between the City of Treasure Island & Gulfport and Directions for Living to enable the City to split the hiring of an Outreach & Engagement Specialist with the City of Gulfport to provide resources, services, and special needs related to supportive services to homeless and vulnerable citizens.

There were no Commission questions or discussion.

Public Comment
Karen Barnett, Life Intervention Focus Team (LIFT) Chair, spoke to the history of LIFT and benefits of granting the agreement to hire a case manager.

Motion: A motion was made by Commissioner Wetzel, seconded by Commissioner Toth to approve the General Public Services Subrecipient Agreement between the City of Gulfport and City of Treasure Island and Directions for Living for a Street Outreach & Engagement Specialist. The motion was carried on the following vote:

Moved by Maribeth Wetzel; 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.2 Motion to Accept Treasure Bay Golf Course Design Concept by Kimley-Horn & Associates

Mayor Payne announced the item.

Parks & Recreation Director Cathy Hayduke introduced the item.

The purpose of this item was to review the two Treasure Bay Golf Course re-design concepts performed at 30% design as authorized by the City Commission to get realistic design concepts and estimated costs.

Kimley-Horn partnered with Sanford Ferris Golf Course Design, a golf course design company, as a subconsultant 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 Both concepts include the relocation of the existing maintenance building to the west end of the golf course property.

Kimley-Horn Representatives Jen Daoulas and Dustin Ballard and David Ferris of Sanford Ferris Golf Course Design spoke to both concept designs.

Commission discussion took place regarding Treasure Bay Golf Course Design by Kimley-Horn & Associates.

Public Comment
The following residents spoke to the Treasure Bay Golf Course design options.

- Barbara Pianin
- Gary Potenziano
- Ray Chewning
- Kara Brown
- Henry Tyler
- Barbara Muino
- Eric Pattrson
- Anita L Fanclli

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve Traditional (Option 1) golf course design for the redesign of the Treasure Bay Golf Course and authorize the City Manager Spending Authority of $121,056 including a 5% contingency for the remaining tasks under the Kimley-Horn Work Authorization for design services and construction management services. The motion was carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 4 - 1
Voting For: Deb Toth, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: John Doctor

J.3 Branding Initiative - Adopt Logo Concepts and Tagline

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Mayor Payne announced the item.

Public Information Officer Jason Biesel Davis introduced the item.

The purpose of this agenda item was to select the final logo design and tagline as part of the City Branding initiative.

Commission discussion took place regarding city branding logo concept and tagline.

There was no public comment.

Motion: A motion was made by Commissioner Toth, seconded by Commissioner Doctor to approve / deny concept A as the new logo design with the Paradise Found tagline. The motion was carried on the following vote:

Moved by Deb Toth; seconded by John Doctor to Approve.
Motion Passed: 3 – 2
Voting For: Deb Toth, John Doctor, and Tyler Payne
Voting Against: Saleene Partridge. Maribeth Wetzel

J.4 Approve a Work Authorization and Spending Authority for Halff Associates, Inc. in the Amount of $45,000 for Landscape Architecture Services for the Medians Along Paradise Boulevard.

Mayor Payne announced the item.

Public Works Director Stacy Boyles introduced the item.

The purpose of this item was to request approval of a work authorization and spending authority for Halff Associates, Inc. in the amount up to $45,000 for landscape architecture services for the medians along Paradise Blvd.

Following discussion, Commission agreed to table the agenda item for a future meeting..

There was no public comment.

Motion to Table: A motion made by Vice Mayor Partridge, seconded by Commissioner Toth to TABLE this item for a future meeting date for discussion and consideration. The motion was carried on the following vote:

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

J.5 Approval of a Grant Agreement with the Florida Department of Environmental Protection in the Amount of $70,000 to Complete a Comprehensive Advanced Engineering Design to Incorporate Grant Requirements

Mayor Payne announced the item.

Public Works Director Stacy Boyles introduced the item.

The purpose of this item was to approve a grant agreement with the Florida Department of Environmental Protection (FDEP) for the completion of a Comprehensive Vulnerability Assessment and to reissue a Work Authorization to Advanced Engineering and Design for engineering services, incorporating the State's grant requirements.

There were no Commission questions or discussion.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the authorization to the City Manager to execute the grant agreement with the State of Florida Department of Environmental Protection Agency in the amount of $70,000 for completion of a Comprehensive Vulnerability Assessment and to approve the amended Work Authorization with Advanced Engineering and Desi The motion was 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.6 Amend 2023 Police Vehicles Purchase authorization

Mayor Payne announced the item.

Police Chief John Barkley and Lieutenant Dan Savarese introduced the item.

The purpose of this agenda item is to amend the original purchase authorization to purchase police vehicles from Garber Ford to Brannen Ford for three (3) of the replacement police vehicles while in stock.

Commission discussion took place regarding purchasing police vehicles.

Commission discussed the purchase of six (6) public safety vehicles from Garber Ford, to purchasing three (3) vehicles from Garber Ford and purchasing three vehicles from Brannen Ford.

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Public Comment:

- Ray Chewning, Resident, spoke to fiscal responsibility of the Commission and commended them on discussing and considering option for the purchase of police vehicles.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to amend the original purchase authority authorized by the Commission on October 18, 2022, for the purchase of six (6) public safety vehicles from Garber Ford, to purchasing three (3) vehicles from Garber Ford and purchasing up to a maximum of six vehicles from Brannen Ford due to Garber Ford not having any vehicles in stock. The vehicle costs from Brannen Ford is $45,000.00 per unit, plus a total transport fee of $2,100.00, which is an increase over Garber Ford of $9,855 to include the delivery fee for the ability to obtain the vehicles new versus next year. The motion was 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

K. ADJOURNMENT

Mayor Payne adjourned the meeting at 9:20 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 20, 2023 – 7:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33707

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

Reconvening 9:22 p.m.

A. CITY ATTORNEY AND CITY MANAGER REPORT

City Attorney Jennifer Cowan spoke to scheduling a special "shade" meeting – attorney-client session for active ligation Case: For Case: Treasure Island Yacht and Tennis Club of Pinellas County, LLC v. The City of Treasure Island Case No.: 22-00559-CI

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

- Announced Treasure Island Fire Rescue's "Walk to Beach Day" event happening on Friday, June 30, 2023, from 10:00 a.m. to noon A walk to help educate pedestrians on how to stay safe in our community. Education stations will be located at various crosswalks along Gulf Boulevard from 104th Avenue to 108th Avenue.
- Reminded residents to "Lock it up!" Many of the vehicle break-ins in the Treasure Island Police Department investigated discovered that the vehicles were left unlocked. This simple step can help deter someone from breaking into your vehicle.
- WFLA ran story claiming Treasure Island among the least safe in U.S. according to a study from SmartAsset.

Police Chief John Barkley spoke to the reasons why the general analysis was flawed due to inaccurate data.

B. DISCUSSION

There were no items for discussion.

C. PUBLIC COMMENT

Ryan Chewning, Resident, spoke to crime has improved, city missed the mark with the new City Center, being good stewards, and give residents more time to view agenda and meeting packets.

D. ADJOURNMENT

Mayor Payne adjourned the Treasure Island City Commission Workshop at 9:26 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: August 8, 2023

SUBMITTED BY: Stacy Boyles, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Revised Grant Agreement with the Florida Department of Environmental Protection in the Amount of $70,000 to Complete a Comprehensive Vulnerability Assessment

BACKGROUND: To continue to be eligible for Resilient Florida grant funds after calendar year 2023, the City must complete a State-approved Comprehensive Vulnerability Assessment to identify and communicate risks to hazards like severe weather and sea level rise. The State has issued guidance to ensure that counties and municipalities adhere to an approved framework for the studies.

According to Florida's Adaptation Planning Guidebook, a Vulnerability Assessment allows communities to measure the impact of sea level rise and identify the people, infrastructure, and land uses that may be affected. The National Oceanic and Atmospheric Administration's (NOAA) definition of vulnerability is “the potential for loss of or harm/damage to exposed assets largely due to complex interactions among natural processes, land use decisions, and community resilience.” Benefits of performing a vulnerability assessment include the development of data needed to inform a City-specific adaptation plan and to fulfill a statutory requirement for designating Adaptation Action Areas.

The study is estimated to be completed within 36 weeks of grant execution by the State. It is anticipated that the data from the Vulnerability Assessment will be used to develop an Adaptation Plan and a Post-Disaster Redevelopment Plan (PDRP). Staff have recently submitted a grant application to the Florida Department of Economic Opportunity for the

completion of the PDRP.

POLICY/PURPOSE:

The purpose of this item is to approve a revised grant agreement revision with the Florida Department of Environmental Protection (FDEP) for the completion of a Comprehensive Vulnerability Assessment.

STRATEGIC PLAN RELEVANCE:

Goal 1 of the City's Strategic Plan's Infrastructure Road Map is to *"Protect City assets to sustain the future of Treasure Island."*

ANALYSIS/DISCUSSION:

The prior draft of the grant agreement was approved by the Commission in June. However, after sending our signed version back to FDEP, we were informed that the agreement had been updated for standardization. The updates to the agreement since the first version are summarized below.

- Attachment 0, Standard Grant Agreement Form: *"In Witness Whereof* "sentence on Page 2 updated to reflect that the Agreement Begin Date will be the Grant's start date.
- Attachment 1, Standard Terms and Conditions: updates to the links in 8(d) and 8(i)
- Attachment 3, Grant Work Plan:
    - Formatting of the deliverables updated into bullet point format. Content remained the same.
    - *Performance Measures* language updated to define partial, full, incomplete deliverables and remove Exhibit A, Progress Report Form being accepted as an interim deliverable.
    - *Payment Request Schedule* language updated to remove acceptance interim payments.
- Exhibit F, Final Report: Minor language edits made so the Department could combine the planning and implementation version of the templates.
- Exhibit J, Common Carrier Attestation: This Exhibit is now required for the Grant Agreement and the Exhibit needs to be sent back to the Department after execution. Please return this form within thirty (30) days following full execution.

FUNDING:

This proposed FDEP grant will cover the cost of the assessment on a reimbursement basis. No additional funding is requested at this time, only the approval of the revised grant agreement.

MOTION: I move that the City Commission approve/deny the authorization to the City Manager to execute the revised grant agreement with the State of Florida Department of Environmental Protection Agency in the amount of $70,000 for completion of a Comprehensive Vulnerability Assessment.

ATTACHMENTS:
Att A - 23PLN121 Treasure Island Comprehensive Vulnerability Assessment.pdf

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Treasure Island Comprehensive Vulnerability Assessment**
Agreement Number: **23PLN121**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Treasure Island** Entity Type: **Local Government**

Grantee Address: **120 108th Avenue, Treasure Island, Florida 33706** FEID: **59-6000441** (Grantee)

3. Agreement Begin Date: **7/1/2022**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Pinellas County**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Treasure Island.**

5. Total Amount of Funding: **$ 70,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 22-23 GAA 1776**	$ **70,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **70,000.00**

6. Department's Grant Manager
Name: **Charles Neuhauser** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **50-245-2138**
Email: **Charles.Neuhauser@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Stacy Boyles** or successor
Address: **City of Treasure Island**, **120 108th Avenue**, **Treasure Island, Florida 33706**
Phone: **727-547-4575 Ext.251**
Email: **SBoyles@MyTreasureIsland.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Treasure Island **GRANTEE**

By _____ _____
(*Authorized Signature)* Date Signed

Amy Davis, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____
Secretary or Designee Date Signed

Eddy Bouza, Program Management Director

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Charles Neuhauser

_____

DEP QC Reviewer, Jeremy Jimenez

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/vendors/ .

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its

k. share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. 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.

   iii. Antitrust Violator Vendors. 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 on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and 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.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

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, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN121

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Treasure Island Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN121

ATTACHMENT 3

PROJECT TITLE: City of Treasure Island Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Treasure Island within Pinellas County, Florida.

PROJECT DESCRIPTION:
The City of Treasure Island (Grantee) will complete the City of Treasure Island Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan, including preliminary data collection and identifying entities to be engaged throughout the process, and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** meeting agenda to include location, date, and time of meeting;
- **1.2:** meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** a technical report to outline the data compiled and findings of the gap analysis;
- **2.2:** a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 3: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **3.1:** a draft VA Report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **3.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 4: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **4.1:** an updated draft VA Report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily required scenarios and standards; and
- **4.2:** an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 5: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S., and based upon public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated

metadata. The Grantee will take necessary steps, if any, for the already submitted comprehensive plan amendments to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S, are approved by the State. If the amendments are not approved, the Grantee will take action to come into compliance.

Deliverables: The Grantee will provide the following:

- **5.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.;
- **5.2:** a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **5.3:** all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata;
- **5.4:** a signed Vulnerability Assessment Compliance Checklist Certification (Exhibit I); and
- **5.5:** verification that the comprehensive plan amendments have been approved by the state and that the Grantee is in compliance with Peril of Flood requirements in paragraph 163.3178(2)(f), F.S.

Task 6: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** meeting agendas to include location, date, and time of meeting;
- **6.2:** meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- **6.3:** a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** a summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion

has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$3,500	$0	$3,500	7/1/2022	3/31/2025
2	Acquire Background Data	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
3	Exposure Analysis	Contractual Services	$22,500	$0	$22,500	7/1/2022	3/31/2025
4	Sensitivity Analysis	Contractual Services	$15,500	$0	$15,500	7/1/2022	3/31/2025
5	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$15,000	$0	$15,000	7/1/2022	3/31/2025
6	Public Presentation	Contractual Services	$3,500	$0	$3,500	7/1/2022	3/31/2025
		Total:	$70,000	$0	$70,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient 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 recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient 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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. 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 recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

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

3. A recipient 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 Part 200, Subpart F-Audit Requirements. If the recipient 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 recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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) or 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 of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient 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, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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 recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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 (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs		140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23PLN121

CITY OF TREASURE ISLAND COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Treasure Island

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN121

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN121

Project Title: City of Treasure Island Comprehensive Vulnerability Assessment

Grantee: City of Treasure Island

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN121

Project Title: City of Treasure Island Comprehensive Vulnerability Assessment

Grantee: City of Treasure Island

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	■	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 8, 2023

SUBMITTED BY: Mike Munger, Finance

ITEM TYPE: Presentations

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Acceptance of the FY 2022 Comprehensive Annual Financial Report

BACKGROUND:

The FY 22 Annual Comprehensive Financial Report contain the financial statements of the City as well as the results of the City's annual audit performed by the City's external auditors, Carr, Riggs & Ingram LLC.

POLICY/PURPOSE: To present the Comprehensive Annual Financial Report for FY 22.

STRATEGIC PLAN RELEVANCE: Financial and Economic Development Goal 2: Maximize the utilization of the City's resources.

ANALYSIS/DISCUSSION:

The City's independent auditors with the firm of Carr, Riggs & Ingram, LLC will be presenting and will be available to answer questions at the August 8, 2023 commission meeting.

FUNDING: N/A

MOTION:

I move to accept the Comprehensive Annual Financial Report and results of the annual audit for FY 22.

ATTACHMENTS:
City of Treasure Island Audit Presentation 2022.pptx

CITY OF TREASURE ISLAND, FLORIDA

AUDIT PRESENTATION FOR YEAR ENDED SEPTEMBER 30, 2022

August 8, 2023

CRI CARR RIGGS & INGRAM
CPAs and Advisors

AUDITORS' REPORTS AND LETTER

- Independent Auditors' Report on basic financial statements
  - Unmodified opinion
- Government Auditing Standards Report
  - No material weaknesses or significant deficiencies or other instances of noncompliance;
- Single Audit Report
  - No findings or questioned costs or control deficiencies over compliance

AUDITORS' REPORTS AND LETTER, cont.

- Management Letter
  - No significant issues noted
- Local Government Investment Policies Report
  - No significant issues noted

Statement of Net Position

As of September 30,	Governmental Activities 2022	2021	$ Change	% Change	Business-type Activities 2022	2021	$ Change	% Change
Current and other assets	$ 16,082,899	$ 15,266,329	$ 816,570	5.35%	$ 9,774,985	$ 6,702,945	$ 3,072,040	45.83%
Capital assets	70,047,572	67,727,039	2,320,533	3.43%	15,576,262	14,319,842	1,256,420	8.77%
Total assets	86,130,471	82,993,368	3,137,103	3.78%	25,351,247	21,022,787	4,328,460	20.59%
Deferred outflows of resources	1,851,771	1,637,984	213,787	13.05%	22,665	27,426	(4,761)	-17.36%
Liabilities:								
Long-term	15,117,167	11,689,969	3,427,198	29.32%	1,227,843	1,350,259	(122,416)	-9.07%
Other liabilities	1,781,244	2,517,359	(736,115)	-29.24%	3,509,540	820,984	2,688,556	327.48%
Total liabilities	16,898,411	14,207,328	2,691,083	18.94%	4,737,383	2,171,243	2,566,140	118.19%
Deferred inflows of resources	1,026,831	5,013,591	(3,986,760)	-79.52%	23,958	5,360	18,598	346.98%
Net position:								
Net investment in capital assets	61,123,238	58,146,367	2,976,871	5.12%	14,457,397	13,167,044	1,290,353	9.80%
Committed	1,153,352	-	1,153,352	100.00%	-	-	-	0.00%
Restricted	2,630,754	4,876,218	(2,245,464)	-46.05%	-	-	-	0.00%
Unrestricted	5,149,656	2,387,848	2,761,808	115.66%	6,155,174	5,706,566	448,608	7.86%
Total net position	$ 70,057,000	$ 65,410,433	$ 4,646,567	7.10%	$ 20,612,571	$ 18,873,610	$ 1,738,961	9.21%

Statement of Activities

For the Fiscal Year Ended September 30,	Governmental Activities 2022	2021	$ Change	% Change	Business-type Activities 2022	2021	$ Change	% Change
Revenues:								
Program revenues:								
Charges for services	$ 5,648,929	$ 5,376,647	$ 272,282	5.1%	$ 9,443,503	$ 8,657,719	$ 785,784	9.08%
Operating grants and contributions	591,024	533,537	57,487	10.8%	-	-	-	0.00%
Capital grants and contributions	1,327,915	-	1,327,915	100.0%	356,851	39,567	317,284	801.89%
General revenues:								
Ad Valorem taxes	8,224,289	7,387,916	836,373	11.3%	-	-	-	0.00%
Other taxes	3,299,217	3,004,867	294,350	9.8%	-	-	-	0.00%
Other general revenues	1,289,465	1,385,787	(96,322)	-7.0%	63,102	125,178	(62,076)	-49.59%
Total revenues	20,380,839	17,688,754	2,692,085	15.2%	9,863,456	8,822,464	1,040,992	11.80%
Expenses:								
General government	4,431,208	4,336,948	94,260	2.2%	-	-	-	0.00%
Public safety	6,191,198	5,647,693	543,505	9.6%	-	-	-	0.00%
Public works	2,857,125	2,429,509	427,616	17.6%	-	-	-	0.00%
Culture and recreation	2,039,314	1,825,754	213,560	11.7%	-	-	-	0.00%
Interest on long-term debt	215,427	237,234	(21,807)	-9.2%	-	-	-	0.00%
Water pollution Control	-	-	-	0.0%	4,998,257	4,572,025	426,232	9.32%
Solid waste	-	-	-	0.0%	2,347,496	2,265,515	81,981	3.62%
Stormwater management	-	-	-	0.0%	778,742	694,960	83,782	12.06%
Total Expenses	15,734,272	14,477,138	1,257,134	8.7%	8,124,495	7,532,500	591,995	7.86%
Change in net position	4,646,567	3,211,616	1,434,951	44.7%	1,738,961	1,289,964	448,997	34.81%
Net position:								
Beginning of year	65,410,433	62,198,817	3,211,616	5.2%	18,873,610	17,583,646	1,289,964	7.34%
End of year	$ 70,057,000	$ 65,410,433	$ 4,646,567	7.1%	$ 20,612,571	$ 18,873,610	$ 1,738,961	9.21%

Governmental Activities - Capital Assets

	Balance 9/30/21	Increases	Decreases	Balance 9/30/22
Governmental activities:				
Capital assets, not being depreciated				
Land	$ 8,589,387	$ -	$ -	$ 8,589,387
Construction in progress	2,376,707	3,944,900	(1,350,862)	4,970,745
Total capital assets, not being depreciated	10,966,094	3,944,900	(1,350,862)	13,560,132
Capital assets, being depreciated				
Buildings	3,857,076	-	-	3,857,076
Building improvements	71,622,048	1,823,611	-	73,445,659
Machinery and equipment	4,270,825	326,441	(213,329)	4,383,937
Total capital assets, being depreciated	79,749,949	2,150,052	(213,329)	81,686,672
Less accumulated depreciation for:				
Buildings	(952,779)	(170,661)	-	(1,123,440)
Building improvements	(19,449,045)	(1,709,234)	-	(21,158,279)
Machinery and equipment	(2,587,180)	(527,817)	197,484	(2,917,513)
Total accumulated depreciation	(22,989,004)	(2,407,712)	197,484	(25,199,232)
Total capital assets being depreciated, net	56,760,945	(257,660)	(15,845)	56,487,440
Governmental activities capital assets, net	$ 67,727,039	$ 3,687,240	$ (1,366,707)	$ 70,047,572

Business-Type Activities – Capital Assets

	Balance 9/30/21	Increases	Decreases	Balance 9/30/22
Business-type activities:				
Capital assets, not being depreciated:				
Land	$ 13,885	$ -	$ -	$ 13,885
Construction in progress	2,124,911	1,110,075	(2,809,134)	425,852
Total capital assets, not being depreciated	2,138,796	1,110,075	(2,809,134)	439,737
Capital assets, being depreciated:				
Improvements other than buildings	19,340,074	3,564,685	-	22,904,759
Machinery and equipment	5,530,364	413,512	-	5,943,876
Total capital assets, being depreciated	24,870,438	3,978,197	-	28,848,635
Less accumulated depreciation for:				
Improvements other than buildings	(8,715,335)	(594,573)	-	(9,309,908)
Machinery and equipment	(3,974,057)	(428,145)	-	(4,402,202)
Total accumulated depreciation	(12,689,392)	(1,022,718)	-	(13,712,110)
Total capital assets being depreciated, net	12,181,046	2,955,479	-	15,136,525
Business-type activities capital assets, net	$ 14,319,842	$ 4,065,554	$ (2,809,134)	$ 15,576,262

Long Term Debt

	Balance 9/30/2021	Additions	Reductions	Balance 9/30/2022	Due within One Year
Governmental Activities:					
Total OPEB liability	$ 359,112	$ -	$ (88,262)	$ 270,850	$ -
Truist - Series Note 2011A	1,850,501	-	(285,903)	1,564,598	294,551
Truist - Series Note 2020	7,619,100	-	(471,600)	7,147,500	481,800
Lease Liability	111,071	-	(111,071)	-	-
Net pension liability	2,093,667	4,256,710	-	6,350,377	-
Compensated absences	756,845	469,165	(425,735)	800,275	240,082
Governmental activities long-term liabilities	$ 12,790,296	$ 4,725,875	$ (1,382,571)	$ 16,133,600	$ 1,016,433
Business-type Activities:					
Total OPEB liability	$ 84,245	$ -	$ (20,703)	$ 63,542	$ -
State Revolving Loan - 53601P	726,149	-	(49,798)	676,351	51,111
State Revolving Loan - 520810	426,649	-	(25,330)	401,319	25,502
Compensated absences	113,216	45,751	(72,336)	86,631	27,081
Business-type activities long-term liabilities	$ 1,350,259	$ 45,751	$ (168,167)	$ 1,227,843	$ 103,694

OTHER COMMUNICATIONS

- Significant accounting policies – Accounting policies can be seen in the footnotes
- Accounting estimates – receivables allowance, fair value of investments, risk management accruals, pension and OPEB plans, and estimated useful lives of capital assets
- Disagreements with management – none
- Consultations with Other Accountants – none
- Issues Discussed Prior to Retention – none
- Difficulties Encountered During the Audit – none

Passed Audit Adjustments

- Wastewater

	Debit	Credit
Net Position	161,251	
Construction In Progress		161,251

Management identified an asset that was capitalized during fiscal year 2021 that should have been expensed. Based on the timing of when this was discovered the adjustment will be posted in the fiscal year 2023 financial statements. In addition to posting the adjustment in fiscal year 2023 a significant deficiency will be disclosed in the management letter.

QUESTIONS?



ANNUAL
COMPREHENSIVE
FINANCIAL REPORT
of the
CITY OF TREASURE ISLAND, FLORIDA
for the

Fiscal Year Ended
September 30, 2022

Prepared by the Department of Finance

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CITY OF TREASURE ISLAND, FLORIDA
COMMISSION-MANAGER FORM OF GOVERNMENT

CITY COMMISSION

Tyler Payne, Mayor

Deborah Toth, District 1

John Doctor, District 2

Saleene Partridge, District 3

Maribeth Wetzel, District 4

City Manager
Amy L. Davis

Finance Director
Mike Munger

Assistant Finance Director
Michelle Mims

City of Treasure Island Florida
Annual Comprehensive Financial Report
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For the Fiscal Year Ended September 30, 2022

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I. INTRODUCTORY SECTION

This section contains the following:

LETTER OF TRANSMITTAL

GFOA CERTIFICATE OF ACHIEVEMENT

ORGANIZATIONAL CHART

LIST OF ELECTED AND APPOINTED OFFICIALS

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City of
Treasure Island
Florida 33706
Incorporated 1955
120 - 108th Avenue
Phone (727) 547-4575
Fax (727) 547-4584

June 30, 2023

Honorable Mayor and
City Commissioners
City of Treasure Island
Treasure Island, Florida 33706

Dear Mayor and Commissioners:

The Annual Comprehensive Financial Report of the City of Treasure Island for the fiscal year ending September 30, 2022, is hereby submitted. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the City on a Government-wide and a Fund basis. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The City of Treasure Island's financial statements have been audited by Carr, Riggs & Ingram, LLC, Certified Public Accountants. The independent auditor's report is located at the front of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

The City of Treasure Island was incorporated in 1955. The City is a beach town located on the west coast of Florida in the Tampa Bay Region on the Gulf of Mexico. The City provides a full range of city services. These services include police and fire protection; solid waste services; the construction and maintenance of bridges, streets, a wastewater collection system, a stormwater system, City parks and facilities; general governmental services; and recreational activities and special city-wide events.

ECONOMIC CONDITION AND OUTLOOK

The City of Treasure Island is an affluent barrier island community just off the mainland on the west central coast of Florida. With tourism being the major industry, most of the City's businesses are

service oriented with accommodation and restaurant businesses, small retail establishments, and financial related services rounding out the largest three types of industries in Treasure Island.

For many years, the City of Treasure Island had long enjoyed a strong viable economic and tax base, being affected, only slightly, by the cyclical fluctuations in the national economy. However, the Great Recession in 2008 caused major reductions in real estate values resulting in a cumulative decline of 38% in the City's tax base. This resulted in significant property tax revenue declines and negatively impacted other city revenues as well. In FY 2020, the tax base valuation fully recovered and exceeded the pre-recession levels. Since that time, the City has enjoyed modest property value increases positively impacting the tax base.

It is projected that the majority of City's overall revenue streams will continue to grow, at least for the immediate future. Florida's housing market—and the Tampa Bay region's in particular—have experienced a recent housing market boom. The city and region continue to see an influx of people looking to relocate to Florida permanently as remote work is becoming more popular. While the year-over-year valuation increases have generated higher property tax returns, this growth is likely to moderate due to the constraining force of current interest rates.

The long-term effect of the pandemic are still being felt across the organization, and include navigating the current labor market and negotiating the fractured supply chains for public sector goods and services. The city faces challenges of wage and goods inflation which may result in demands for higher wages as well as increased project costs and delays.

Tourism in Treasure Island continues to be an ever-growing economic sector of the city. With more city-programmed events in FY22 and scheduled for the upcoming years, the city anticipates to keep this trend positive.

These indicators allow for a generally optimistic view of the future, but one that becomes less reliable given the anticipated future uncertainty.

LONG-TERM FINANCIAL PLANNING

The overall fund balance in the General Fund had an increase of $2,602,388. There was a large increase in the assigned fund balance as a few large projects—totaling about $4.1M—were carried forward to the next fiscal year. The City had a general under-expenditure of the budgeted expenses, and collected higher revenues than anticipated in metered parking and utility taxes. Unassigned fund balance in the General Fund increased by $2,838,509 largely due to an increase in the committed portion of the fund balance due to grant funded capital project budgets being carried forward and/or encumbered but the grant funding not yet received. These individual fund balances in the General Fund are essential to protect the City from unanticipated events, such as a revenue short-fall or an emergency event, and to ensure proper cash flow for grant-reimbursed projects. In the case of an emergency event the City may need funds to begin to repair or rebuild while waiting for the possible FEMA recovery funds to be distributed. The availability of FEMA funding is not immediate and the reimbursement from FEMA to the City for events of recent years have taken upwards of a year or longer to receive reimbursement. This concern is heightened in light of the impact of Hurricane Ian on the similarly situated Sanibel Island, FL.

For FY22, the city desired to maintain stability in light of the ongoing COVID-19 pandemic. City-wide, revenues in FY22 were about $3M more than FY21 as a result of prior-year grants finally being reimbursed. The year-to-year expenses actually decreased, largely as a result of a one-time interfund transfer. Generally, the city held its discretionary expenses fairly flat from FY21 to FY22 even while facing many months of unprecedented inflation and supply-chain issues.

Appropriate fund balances in each fund vary depending on many factors. Enterprise/Business Type Funds that are providing services and have on-going or recurring personnel and operating costs should have larger fund balances to support operations through unanticipated events. Capital only funds can have lower fund balances because there are no recurring operating functions and there is generally more flexibility in the scheduling of the capital projects. It is important to look at each fund independently and what type of service is being supported by the fund when considering appropriate fund balances.

The city prepares and will continue updating its comprehensive capital improvement plan. The long-term capital needs of the city show taxpayers what the City's capital needs are for funding consideration as it moves into the future.

MAJOR INITIATIVES

The FY22 fiscal year made a priority to recruit new and retain existing employees. Despite cost of living and merit-based raises, and increases in related benefits costs, the city only experienced a 2% increase in personal services compared to FY21. The labor market issues do not seem to be a pandemic-related blip, as the impacts are projected to remain for the foreseeable future. This issue of recruiting qualified applicants and retaining skilled employees with institutional memory is likely to be a recurring concern that will continue in future fiscal years.

FY22 saw progress made on the city's new City Hall remodel project, as the largest single capital project during the year. This multi-year projects continues into FY23, so full project costs will not be known for another fiscal year at least, but this project is believed to be a needed catalyst for city operational needs and downtown redevelopment. This project and its related debt issuance required the creation of the city's Debt Service Fund (201); in future fiscal years, this fund is anticipated to be a major area of focus with major financing planned.

The East Causeway Roadway and Stormwater improvements project in partnership with the State and the Southwest Florida Water Management District (SWFWMD) was nearly completed by the end of FY22. Since this project was largely funded via grants, the city issued requests and received payment for iterative reimbursements, meaning many of the project revenues were recorded in the same FY the expenses were.

The City continues its investment in infrastructure FY23, primarily leveraging state and federal monies to reconstruct the city's Master Lift Station (MLS) and Pinellas County "Penny" funds to continue Gulf Blvd. utility undergrounding. Additional outside funding will be spent to make a major push to inspect and repair the sewer laterals for our Wastewater program. Finally, the city has significant facility improvements planned for Treasure Bay, Public Works Building/Yard, and new Public Safety building in future out years.

The daily operations of the Treasure Island Causeway continue to be funded within the City's General Fund, while the capital needs are funded through the committed portion of the fund balance. The City completed the goal of reaching 0.5 mills of property tax funding, combined with pursuing legislative funding requests for federal and/or state transportation funding to ensure that the maintenance needs of the Treasure Island Causeway and Bridge are funded.

FINANCIAL INFORMATION

Reporting Entity: The City of Treasure Island is a Florida Municipal Corporation providing a full range of municipal services, which includes general government, public safety, public works, and recreation. In addition to these governmental functions which are funded within the General Fund, the City operates a sewer, solid waste collection and disposal system, and a stormwater management program within its Enterprise Funds. In accordance with GASB Statement 14 "The Financial Reporting Entity", the City has addressed its potential component units and has determined that no other governmental organizations are includable within the City's reporting entity.

Accounting and Budgetary System: The City has a fully integrated accounting and budgetary system, which provides for on-line entry of data and control for such entry. The Uniform Accounting System, a manual issued by the State of Florida in 1978, as updated, has been used as the basic guide for coding accounting transactions. The basis of accounting and budgeting is set forth in detail in the Notes to the Financial Statements.

Management of the City is responsible for establishing and maintaining the City's accounting system with consideration given to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. Consideration is also given to the internal control structure, which is designed to give reasonable, but not absolute, assurance regarding: (1) safeguarding of assets against loss from unauthorized use or disposition, and (2) reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe the City's internal accounting controls adequately safeguard assets and provide reasonable assurance of the proper recording of financial transactions. Key controls are tested and evaluated continually.

Budget Controls: In addition, the City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the annually appropriated budget approved by the City's governing body. Activities of the general fund, special revenue funds, and capital projects funds are included in the annual appropriated budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is the fund. The City also maintains an encumbrance accounting system as one technique of accomplishing budgetary control. Encumbered amounts at the end of the fiscal year are carried forward and are appropriated as part of the following year's budget.

Generally accepted accounting principles require that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The MD&A can be found beginning on page 25. The MD&A summarizes the Statement of Net Position and Statement of Activities. These are the Government-wide statements and are intended to present the City in a more corporate-style basis and provide a view of the larger picture. Additionally, the Fund Financial Statements (the remainder of the statements in the Basic Financial Statements section) are designed to address the major or more significant individual funds by category – governmental and proprietary. All of the Basic Financial Statements should be read in conjunction with the Notes to the Financial Statements, beginning on page 57. Budget to actual comparisons are presented for the General fund and all major special revenue funds. Finally, the Combining Statements provide further detail for the funds that were classified as "non-major" in the Basic Financial Statements.

CHARTER REQUIREMENTS AND INDEPENDENT AUDIT

Article III, Section 305, Paragraph (c) of the City Charter requires an annual audit of the financial statements of the City by a Certified Public Accountant selected by the Commission. This requirement was fulfilled and the accounting firm of Carr, Riggs & Ingram, LLC (CRI) was selected. The Auditor's report on the basic financial statements and the aggregate remaining fund information is included in the financial section of this report.

AWARDS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Treasure Island for its comprehensive annual financial report for the fiscal year ended September 30, 2021. The Certificate of Achievement recognizes conformance with the highest standards for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a government must publish a comprehensive annual financial report that is easily readable, efficiently organized and conforms to rigorous program standards. This comprehensive annual financial report must also promote consistency, full disclosure and uniformity and must meet both generally accepted accounting principles and legal requirements.

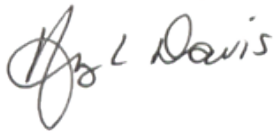
A Certificate of Achievement is valid for a period of one year only. The City of Treasure Island has received a Certificate of Achievement for the last forty-one consecutive years (fiscal years ended 1981-2021). We believe our current report continues to conform to the Certificate of Achievement program requirements and we are submitting it to the GFOA.

ACKNOWLEDGMENTS

While the majority of the preparation of this report is performed by the staff of the Finance Department, it could not have been accomplished without the assistance from the other City departments that provided information. We would like to express our sincere appreciation to the City staff that assisted the Finance Department for their contribution in its preparation. We would

also like to thank the Mayor and City Commission for their interest in the financial operations of the City and for their unwavering support in financial planning for the City in a responsible, responsive, and forward-looking manner.

Humbly submitted,



Amy L. Davis, MPA, CFGO
City Manager



Mike Munger, MPA
Finance Director

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Treasure Island
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

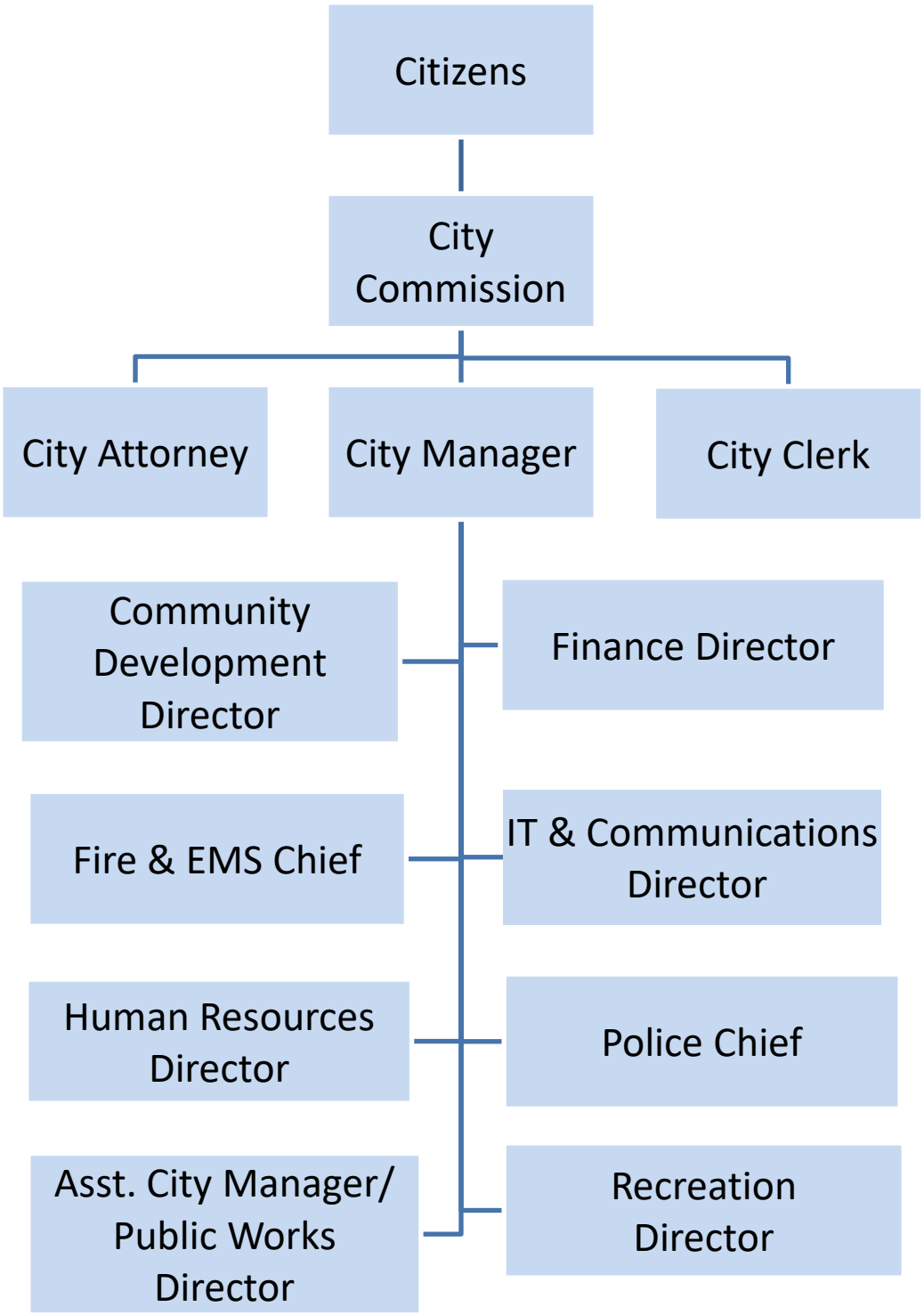
September 30, 2021

Christopher P. Morrill

Executive Director/CEO

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City of Treasure Island, FL
Organizational Chart



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City of Treasure Island, Florida

List of Elected and Appointed Officials

As of September 30, 2022

Elected Officials

Mayor	Tyler Payne
Commissioner, District 1	Deborah Toth
Commissioner, District 2	John Doctor
Commissioner, District 3	Saleene Patridge
Commissioner, District 4	Beth Wetzel

Appointed Officials

City Manager	Amy Davis
City Attorney	Jennifer Cowan
City Clerk	Celine Kidwell
Community Development	Kathryn Younkin
Finance Director	Mike Munger
Asst. City Manager/Fire & EMS Chief	William “Trip” Barrs
Police Chief	John Barkley
IT Director	Chris Pagan
Human Resources Director	Tiffany Makras
Public Works Director	Mike Helfrich
Recreation Director	Cathy Hayduke
Public Information Officer	Jason Beisel

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II. FINANCIAL SECTION

This section contains the following subsections:

INDEPENDENT AUDITORS' REPORT

MANAGEMENT'S DISCUSSION & ANALYSIS (MD&A)

BASIC FINANCIAL STATEMENTS

REQUIRED SUPPLEMENTARY INFORMATION

COMBINING FINANCIAL STATEMENTS

SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL

CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS

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INDEPENDENT AUDITORS' REPORT

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CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
3000 Bayport Drive
Suite 500
Tampa, FL 33607

813.855.3036
813.207.2998 (fax)
CRIcpa.com

INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Members of the City Commission
City of Treasure Island, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Treasure Island, Florida (the "City"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Treasure Island, Florida as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, the Local Option Sales Tax Fund, the Building Fund and City Hall Remodel fund, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and schedules listed in the table of contents as "required supplementary information", be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial

statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedules, and the schedule of state financial assistance, as required by Chapter 10.550, *Rules of the Auditor General,* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, schedules and schedule of expenditure of state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C

CARR, RIGGS & INGRAM, LLC
Tampa, Florida
June 30, 2023

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MANAGEMENT'S DISCUSSION
&
ANALYSIS (MD&A)

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City of Treasure Island, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Treasure Island, we offer readers of the city's financial statements this narrative overview and analysis of the city's financial activities for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information in the letter of transmittal, which can be found on pages 3 - 8 of this report.

Financial Highlights

- The assets plus deferred outflows of resources of the City exceeded liabilities plus deferred inflows of resources at the close of the current fiscal year by $90,669,571 (*net position*). Of this amount, $11,304,830 (*unrestricted net position*) may be used to meet the government's ongoing obligations to citizens and creditors.
- Total assets of the City equal $111,481,718 and total liabilities are $21,635,794 as of the close of the current fiscal year.
- Deferred outflows are $1,874,436 and deferred inflows are $1,050,789 as of the close of the current fiscal year.
- Government-wide revenues for Governmental activities are $20,380,839 and expenses are $15,734,272.
- Fund statements for Governmental Funds reported total revenues of $20,344,988 and expenditures of $18,912,048, with $35,851 in other sources of funding.
- Government-wide revenues for Business-type activities are $9,836,456 and expenses are $8,124,495.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of $15,318,088. $6,249,561 is *available for spending* at the City's discretion (*unassigned fund balance*).
- At the end of the current fiscal year, unassigned fund balance for the general fund was $6,249,561, or 43% of total general fund expenditures net of transfers and 34% of total general fund revenues.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise of three components:

1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required and other supplementary information in addition to the basic financial statements themselves.

This report was prepared following Government Accounting Standards Board (GASB) Statement No. 34 *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*. Following, is a brief explanation of the sections of this report. Please refer to the

Notes to the Financial Statements beginning on page 57 for more detailed information on the provisions of this statement.

The ***Government-wide Financial Statements*** are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. These include the ***Statement of Net Position*** and the ***Statement of Activities***.

The *statement of net position* presents information on all the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the city include general government, public safety, public works, and culture and recreation. The business-type activities of the City include the Wastewater Fund (for collection and transmission of wastewater), the Solid Waste Fund (for collection and disposal of all solid wastes), and the Stormwater Management Fund (for collecting and managing the City's stormwater). If applicable, the *government-wide financial statements* would include not only the City itself (known as the *primary government*), but also any *component* units. The city has no component units as of September 30, 2021.

The government-wide financial statements can be found on pages 41 – 43 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements and/or show operating performance. The City has both governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a city's short-term funding needs.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's short-term funding decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds and governmental activities*.

The City maintained eight individual governmental funds during this fiscal year. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund (001), the Local Option Sales Tax Fund (123), City Hall Remodel Fund (302), and Building Fund (140), which are major funds. Data from the other four governmental funds (County Gas Tax - 126, Gulf Blvd. Beautification - 301, Debt Service - 201, and Transportation Trust Funds - 127) are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* elsewhere in this report.

The City adopts an annual appropriated budget for each of its governmental funds. A budgetary comparison statement or schedule has been provided for each fund with a legally adopted budget to demonstrate compliance with its budget.

The basic governmental fund financial statements can be found on pages 44 – 51 of this report.

The City's *Proprietary funds* are maintained as *Enterprise funds*. They are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its Wastewater, Solid Waste, and Stormwater Management services.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for Wastewater, Solid Waste and Stormwater Management funds which are major funds of the City.

The basic proprietary fund financial statements can be found on pages 52 – 54 of this report.

The ***Notes to the Financial Statements*** provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 57 of this report.

The ***Combining Statements*** referred to earlier in connection with non-major governmental funds are presented immediately following the *notes to the financial statements*. Combining and individual fund statements and schedules can be found beginning on page 102 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Treasure Island, assets (*plus deferred outflows of resources*) exceeded liabilities (*plus deferred inflows of resources*) by $92,378,803 at the close of the most recent fiscal year.

A large portion of the City's net position (84 percent) reflects its investment in capital assets (e.g., land, buildings, infrastructure, and equipment) less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Below is a summary chart of the City's net position, comparing the current year versus the prior year.

	Governmental Activities		Business-type Activities		Total	
As of September 30,	**2022**	**2021**	**2022**	**2021**	**2022**	**2021**
Current and other assets	$ 16,082,899	$ 15,266,329	$ 9,774,985	$ 6,702,945	$ 25,857,884	$ 21,969,274
Capital assets	70,047,572	67,727,039	15,576,262	14,319,842	85,623,834	82,046,881
Total assets	86,130,471	82,993,368	25,351,247	21,022,787	111,481,718	104,016,155
Deferred outflows of resources	1,851,771	1,637,984	22,665	27,426	1,874,436	1,665,410
Liabilities:						
Long-term	15,117,167	11,689,969	1,227,843	1,350,259	16,345,010	13,040,228
Other liabilities	1,781,244	2,517,359	3,509,540	820,984	5,290,784	3,338,343
Total liabilities	16,898,411	14,207,328	4,737,383	2,171,243	21,635,794	16,378,571
Deferred inflows of resources	1,026,831	5,013,591	23,958	5,360	1,050,789	5,018,951
Net position:						
Net investment in capital assets	61,123,238	58,146,367	14,457,397	13,167,044	75,580,635	71,313,411
Committed	1,153,352	-	-	-	1,153,352	-
Restricted	2,630,754	4,876,218	-	-	2,630,754	4,876,218
Unrestricted	5,149,656	2,387,848	6,155,174	5,706,566	11,304,830	8,094,414
Total net position	$ 70,057,000	$ 65,410,433	$ 20,612,571	$ 18,873,610	$ 90,669,571	$ 84,284,043

Please refer to the *Statement of Net position* on page 41 for specific numerical data.

Governmental activities. The City's net position for Governmental Activities had an increased by a total of $4,646,567. In FY22, the total governmental activities revenue increased by $2.69 million primarily related to receiving grant revenues received from projected expended in FY21 or prior.

Business-type activities. Business-type activities increased the City's net position by $1,738,961. Key elements of this increase are because Wastewater and Stormwater Rates were increased more than expenses increased because the City is planning in making significant infrastructure investments as the sewer and stormwater systems in the City are aging. The City is funding the upgrades in infrastructure with a pay-as-you-go or cash approach as much as possible versus borrowing and as a result requires the increasing of fund balances. These significant capital projects will lengthen the life of the system and will reduce the number of unanticipated repairs throughout the year.

Following is a comparative summary chart of the City's statement of activities:

For the Fiscal Year Ended	Governmental Activities		Business-type Activities		Total	
September 30,	**2022**	**2021**	**2022**	**2021**	**2022**	**2021**
Revenues:						
Program revenues:						
Charges for services	$ 5,648,929	$ 5,376,647	$ 9,443,503	$ 8,657,719	$ 15,092,432	$ 14,034,366
Operating grants and contributions	591,024	533,537	-	-	591,024	533,537
Capital grants and contributions	1,327,915	-	356,851	39,567	1,684,766	39,567
General revenues:						
Ad Valorem taxes	8,224,289	7,387,916	-	-	8,224,289	7,387,916
Other taxes	3,299,217	3,004,867	-	-	3,299,217	3,004,867
Other general revenues	1,289,465	1,385,787	63,102	125,178	1,352,567	1,510,965
Total revenues	20,380,839	17,688,754	9,863,456	8,822,464	30,244,295	26,511,218
Expenses:						
General government	4,431,208	4,336,948	-	-	4,431,208	4,336,948
Public safety	6,191,198	5,647,693	-	-	6,191,198	5,647,693
Public works	2,857,125	2,429,509	-	-	2,857,125	2,429,509
Culture and recreation	2,039,314	1,825,754	-	-	2,039,314	1,825,754
Interest on long-term debt	215,427	237,234	-	-	215,427	237,234
Water pollution Control	-	-	4,998,257	4,572,025	4,998,257	4,572,025
Solid waste	-	-	2,347,496	2,265,515	2,347,496	2,265,515
Stormwater management	-	-	778,742	694,960	778,742	694,960
Total Expenses	15,734,272	14,477,138	8,124,495	7,532,500	23,858,767	22,009,638
Change in net position	4,646,567	3,211,616	1,738,961	1,289,964	6,385,528	4,501,580
Net position:						
Beginning of year	65,410,433	62,198,817	18,873,610	17,583,646	84,284,043	79,782,463
End of year	$ 70,057,000	$ 65,410,433	$ 20,612,571	$ 18,873,610	$ 90,669,571	$ 84,284,043

Please refer to the *Statement of Activities* on pages 42 – 43 for specific numerical data or both governmental and business-type activities.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

General Fund Budgetary Highlights

The General Fund's original budget was $16,043,384. With supplemental appropriations included, the General Fund's final budget was $20,828,548 (including transfers out) and can be briefly summarized as follows:

- General government $ 3,238,952
- Public safety $ 5,647,359
- Public works $ 2,381,883
- Culture and recreation $ 2,042,238
- Capital Outlay $ 6,056,647
- Transfers Out $ 1,461,469

The transfers out from the General Fund were for the City's annual debt service and the City Hall Remodeling. The debt service component ($968,610) was included in the FY22 adopted budget while the remaining $492,859 for the City Hall remodel fund (302) was a mid-year appropriation via Ordinance 2022-01 to cover projected project cost shortfalls.

Actual General Fund expenditures were less than budgeted throughout the departments, however, of the approximate $6M expense budget surplus, $5.2M was carried forward to FY23 to complete the various projects. General Fund revenues were higher than budgeted and greater than expenditure, generating an increase in the overall fund balance. The electric utility service tax, and franchise fees, sales tax related state revenue share collected were also higher than anticipated and exceeded budget.

Please refer to the *Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund* on page 48 for specific numerical data.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. Unassigned *fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $15,318,088 an increase of $1,468,791 in comparison with the prior year. $2,630,754 of this balance constitutes restricted fund balance for funds collected through the Green Utility Fee, and public infrastructure funds in the Penny fund which are restricted by Pinellas County ordinance. The committed fund balance of $1,824,707 is for supporting the Treasure Island Causeway and Bridge's capital maintenance projects and the City Hall Renovation capital project. The unassigned fund balance of $6,249,561 is available for spending at the government's discretion, while the remainder of the fund balance $1,432 is for non-spendable to include inventory and prepaid expenditures.

The General Fund is the primary operating fund of the City to provide services. At the end of FY22 the unassigned fund balance of the General Fund was $6,249,561, while total fund balance was $11,575,467. The unassigned fund balance increased by approximately $2.4M, split roughly equally between operating expenses coming in less than budget and revenues that were collected at more than budget. Savings in personal services alone totaled $519,323, again reflecting vacant positions as they relate to the ongoing labor market instability. The balance of the expense savings driving the unassigned increase is related to operating cost savings, as most un-spent capital is carried forward to the successive fiscal year. Excluding grant revenues, the true revenue surplus was driven primarily by Metered Parking and Parking Fines collecting $316,742 than was budgeted. The Half-Cent sales tax receipts were 20% more than was budgeted, reflecting conservative budgeting leading into FY22 that was confounded by consumer spending and core inflation. Additionally, revenues from recreation fees (community events, golf/tennis, beach review, etc.) collected almost $200,000 more than was budgeted, indicating a high level of usage of our recreation amenities.

General Fund
Statement of Revenues, Expenditures, and
Changes in Fund Balance
For the Fiscal Year Ended September 30, 2022

Revenues:		
Ad Valorem Taxes	$ 8,224,289	
Other Taxes	2,074,824	
Licenses and Permits	165,410	
Intergovernmental	2,987,019	
Charges for Services	4,534,962	
Fines and Forfeitures	261,755	
Investment Earnings	37,663	
Contributions and Donations	6,385	
Miscellaneous Revenues	131,862	
Total Revenues		18,424,169
Expenditures:		
General Government	2,755,941	
Public Safety	5,478,672	
Public Works	1,945,141	
Culture and Recreation	1,926,610	
Capital outlay	2,289,799	
Total Expenditures		14,396,163
Other Financing Sources (Uses):		
Transfers Out	(1,461,469)	
Sale of Capital Assets	35,851	
Total Other Financing Sources (Uses)		(1,425,618)
Net Change in Fund Balance		2,602,388
Fund Balance - Beginning		8,973,079
Fund Balance - Ending		$ 11,575,467

Other key factors in this change in the overall fund balance in the General Fund are as follows:

- $565,278 decrease to the *committed* fund balance for the Treasure Island Causeway and Bridge as a result of significant capital spending
- $816,908 net increase to the *assigned fund balances* reflecting increased project carried forwards and encumbrances that were appended to the next year's budget
- The remaining changes in fund balance represent a decrease in non-spendable assets ($7,458) and in donations for a special purpose ($149).
- The balance of the changes are attributed to the unassigned fund balance changes described above

The Local Option Sales Tax Fund has a total fund balance of $1,562,453 which is an increase from the prior year due to revenues exceeding expenditures. The revenues from this 1¢ county sales tax came in 18% greater than the conservative budget, reflecting high consumer demand despite core inflation. The fund balance in the Local Option Sales Tax is a function of how many projects are completed each year compared to the revenue. The major projects funded within the Local Option Sales Tax Fund are the street pavement management program, seawall and recreational facilities rehabilitation or replacement, and the purchase of public safety vehicles and equipment. The timing of the projects from year to year that the City has control over can vary, which will impact the fund balance from year to year.

The Building Fund has a total fund balance of $806,522, an increase of $90,410 from the prior year. The increase comes in the face of permit fees being held flat for FY22, after a 33% reduction in FY21. The city is still in compliance, but care needs to be given in light of the Florida statute requiring the fund balance being carried over into the next year to not be exceed the prior four-year expenditure average. This calculation is performed as part of the annual budget development process and rates are adjusted accordingly when the fund balance is projected to be noncompliant.

The City Hall Renovation Fund has a total fund balance of $1,124,227, a decrease of $1,829,000 from the prior year, reflecting ongoing construction activity. This fund was established in FY20 by an ordinance to simplify the tracking of the project and to enhance the transparency. It may be used in future FYs as the city contemplates future capital costs for construction.

The Non-Major Governmental Funds consist of the County Gas Tax, the Capital Improvement Funds, Transportation and Debt Service Funds had a decrease of $16,401 in total fund balance. This decrease is due the timing of capital projects expenditures.

Please refer to the *Balance Sheet – Governmental Funds* and the *Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds* on pages 44 & 46 for specific numerical data.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Following is a summary chart of the City's enterprise funds revenues, expenses, and changes in net position.

	Wastewater Fund	Solid Waste	Stormwater Management	Total
Operating Revenue	$ 5,573,882	$ 2,388,723	$ 1,483,183	$ 9,445,788
Operating Expenses	4,976,698	2,347,496	778,742	8,102,936
Operating Income (Loss)	597,184	41,227	704,441	1,342,852
Nonoperating Revenues	22,504	25,782	12,531	60,817
Nonoperating Expenses	(21,559)	-	-	(21,559)
Income before capital contributions	598,129	67,009	716,972	1,382,110
Capital contributions	26,696	4,905	325,250	356,851
Change in net position	624,825	71,914	1,042,222	1,738,961
Total Beginning Net Position as Restated	10,050,462	2,175,835	6,647,313	18,873,610
Total Ending Net Position	$ 10,675,287	$ 2,247,749	$ 7,689,535	$ 20,612,571

Please refer to the *Statement of Net position – Proprietary Funds* and the *Statement of Revenues, Expenses and Changes in Fund Net position – Proprietary Funds* on pages 52 – 53 for specific numerical data.

Capital Asset and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business type activities as of September 30, 2022 amounts to $75,834,066 (net of related debt). This investment in capital assets includes land, buildings and system, improvements, machinery and equipment and construction in progress.

Additional information on the City's capital assets can be found in the Notes on pages 72 – 73 of this report.

Long-term debt. The City has four existing loan agreements, two loans with the Florida Department of Environmental Protection Clean Water State Revolving Fund for principal amounts of $676,351 and $401,319: and two loans with Truist Bank (previously BB&T) for the Palm & Capri Bridges for $1,564,598 and for the purchase of the new City Hall property for $ 7,147,500. Information on these loan agreements can be found as part of NOTE 2 in the Notes to the Financial Statements on pages 74 – 77.

Economic Factors and Next Year's Budgets & Rates

Treasure Island has enjoyed a stable and growing economy with most revenue streams increasing or at least reaming stable. The City has surpassed the previous property valuation peak of 2007-2008 before the Great Recession. While receiving the tax base is vital for long-term stability, trying to forecast future valuation changes is proving to be difficult. This is a result of the macroeconomic dichotomy between a surge in interest rates drying up the credit market, combined with a strong sellers' market. The influx of new residents buying into the city and state is resulting in a wave of property valuation "resets" per the state's Save Our Homes property tax program. It is difficult to gage this churn in the residential market, or at least separate the impacts of this unique situation from the typical inflationary forces that can be more easily predicted. Being a small full-service city with police, fire, and three utility funds Treasure Island values maintaining a robust financial plan to

ensure fund availability. Unusual uncertainty in the future of property valuations will likely result in conservative projections in the immediate future.

The City continues to adjust to the post COVID-landscape as the ramifications are still echoing more than three years since the initial WHO declaration. Florida has been one of the states to see a significant population influx. Being a more affluent community than the state of national average, has meant that this influx has remained steady immediately before and through the pandemic. Per Pinellas County data, the city's transactions for single-family residential properties has not varied far from about 600 transactions annually with an average just value of approximately $622,000.

As part of the regular budget monitoring process, the Finance department prepares periodic reports that the Departments, City Manager and City Commission can use to follow the actual performance of revenue and expenditure estimates. At the end of July, an analysis of the budget estimates versus the actual expenditures is performed to assess the need for any supplemental appropriations. If necessary, the City Commission may consider passing a supplemental appropriations resolution prior to the end of the fiscal year.

The City continues to monitor the financial status and current performance in all its funds. In FY 2022, the property tax rate was increased by 0.2 mils for the portion allocated for the Bascule Bridge and Causeway. The 0.2 mils was a result of the Commission "skipping" a year in 2021 of the five-year plan to increase this allocation to 0.5 mils. A long-range financial plan that was prepared by a consultant in FY2021 confirmed that a dedicated 0.50 mills would be sufficient to cover capital needs for the bridge and causeway over the expected life of the bridge.

The City executed an agreement for the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund Agreement in October 2021 following the enactment of American Rescue Plan Act through the State of Florida, Division of Emergency Management. The total allocation for the city is $3,466,408. The City received the first half of the allocation in October 2021 and the second tranche in October 2022. The first $400,000 was claimed under the replacement for loss of revenue, and the remainder will be claimed to reconstruct and elevate the City's Wastewater Master Lift Station, arguably the most critical infrastructure in the City. Finance staff recategorized the collected $3,000,000 as unearned revenue as the city has not yet realized any of the construction expenses.

Another Wastewater rate increase was required for FY22 as Treasure Island is subject to cost increases from the City of St. Petersburg who processes the city's waste flows. This rate—referred to as the pass-through-rate—ensures the City recovers the cost of sewer treatment from usage by customers. The City of St. Petersburg not only has Treasure Island as a bulk customer, but also the Cites of South Pasadena and St. Pete Beach. In addition to their own residents' needs, St. Petersburg is aware that their primary pump station serving their 3 municipal customers is in need of replacement and upgrade. These are likely to be very costly repairs and is likely to cause other large annual rate increases to our customers. While the City is currently prioritizing the reconstruction of our Master Lift Station, developing strategies to explore a reduction in these bulk rate charges is the next major priority for this fund.

A base refuse fee increase of 6% across the board was implemented as of December 2021 to keep pace with inflationary factors and primarily to increase the fund balance in anticipation for the garbage truck replacements beginning in FY24. The recycling rate for single family customers was held flat based on the anticipated program needs.

A 10% Stormwater rate was also implemented as of December 2022 as part of a multi-year plan to build up this fund to support the required infrastructure improvements to the stormwater management system. A Stormwater Fee assessment was performed in FY23 and will be implemented in FY24. This fund is anticipated to generate much more financial activity over the next few years with long-overdue projects being planned.

Lastly, the remodel of the new City Hall building has been delayed due to the pandemic, but it is expected to be completed by the end of July 2023.

Contacting the City's Finance Department

This comprehensive annual financial report is designed to provide a general overview of the City of Treasure Island's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City of Treasure Island Finance Department, 120 108th Avenue, Treasure Island, Florida 33706. You may visit the City's website at www.mytreasureisland.org or send email to Finance@mytreasureisland.org.

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BASIC FINANCIAL STATEMENTS

The basic financial statements include the government-wide financial statements, fund financial statements and notes to the financial statements. The government-wide financial statements present financial information about the reporting government as a whole. The fund financial statements present financial information about major funds individually and non-major funds in the aggregate. The notes to the financial statements present information essential for a fair presentation of the financial statements not displayed on the face of the financial statements.

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City of Treasure Island, Florida
Statement of Net Position
September 30, 2022

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and cash equivalents	$ 15,273,107	$ 8,168,099	$ 23,441,206
Receivables	808,360	1,606,886	2,415,246
Prepaid items	1,432	-	1,432
Capital assets			
Land	8,589,387	13,885	8,603,272
Buildings	3,857,076	-	3,857,076
Improvements	73,445,659	22,904,759	96,350,418
Machinery and equipment	4,383,937	5,943,876	10,327,813
Construction in Progress	4,970,745	425,852	5,396,597
Accumulated depreciation	(25,199,232)	(13,712,110)	(38,911,342)
Total assets	86,130,471	25,351,247	111,481,718
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows for pensions	1,755,158	-	1,755,158
Deferred outflows for OPEB	96,613	22,665	119,278
Total deferred outflows of resources	1,851,771	22,665	1,874,436
LIABILITIES			
Accounts payable	479,087	480,414	959,501
Accrued liabilities	285,724	29,126	314,850
Unearned revenue			
American Rescue Plan Act	-	3,000,000	3,000,000
Noncurrent liabilities:			
Due within one year	1,016,433	103,694	1,120,127
Due in more than one year	15,117,167	1,124,149	16,241,316
Total liabilities	16,898,411	4,737,383	21,635,794
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows for pensions	924,716	-	924,716
Deferred inflows for OPEB	102,115	23,958	126,073
Total deferred inflows of resources	1,026,831	23,958	1,050,789
NET POSITION			
Net investment in capital assets	61,123,238	14,457,397	75,580,635
Comitted:			
Capital projects	1,151,762	-	1,151,762
Debt service	1,590	-	1,590
Restricted:			
Building division	806,522	-	806,522
Infrastructure improvements	1,562,453	-	1,562,453
Capital projects	41,485	-	41,485
Road improvements	220,294	-	220,294
Unrestricted	5,149,656	6,155,174	11,304,830
Total net position	$ 70,057,000	$ 20,612,571	$ 90,669,571

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Activities
Year ended September 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	$ 4,431,208	$ 1,233,176	$ 6,385	$ -
Public safety	6,191,198	2,070,042	477,676	-
Public works	2,857,125	1,601,966	81,963	1,327,915
Culture and recreation	2,039,314	743,745	25,000	-
Interest on long-term debt	215,427	-	-	-
Total governmental activities	15,734,272	5,648,929	591,024	1,327,915
Business-type activities:				
Wastewater	4,998,257	5,573,882	-	26,696
Solid waste	2,347,496	2,386,438	-	4,905
Stormwater management	778,742	1,483,183	-	325,250
Total business-type activities	8,124,495	9,443,503	-	356,851
Total primary government	$ 23,858,767	$ 15,092,432	$ 591,024	$ 1,684,766

General Revenues:
- Property taxes
- Utility taxes
- Franchise fees
- Unrestricted Intergovernmental Revenues:
  - State revenue sharing
  - Communications services tax
  - Half-cent sales tax
  - Local option gas tax
  - Infrastructure sales surtax
  - Other taxes
- Unrestricted investment earnings
- Miscellaneous

Total general revenues

Change in net position

Net Position - beginning of year

Net Position - end of year

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Activities (Continued)
Year ended September 30, 2022

	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-type Activities	Total
$	(3,191,647)	$ -	$ (3,191,647)
	(3,643,480)	-	(3,643,480)
	154,719	-	154,719
	(1,270,569)	-	(1,270,569)
	(215,427)	-	(215,427)
	(8,166,404)	-	(8,166,404)
	-	602,321	602,321
	-	43,847	43,847
	-	1,029,691	1,029,691
	-	1,675,859	1,675,859
$	(8,166,404)	$ 1,675,859	$ (6,490,545)
$	8,224,289	$ -	$ 8,224,289
	1,267,207	-	1,267,207
	807,617	2,285	809,902
	253,326	-	253,326
	277,079	-	277,079
	558,945	-	558,945
	90,973	-	90,973
	1,004,193	-	1,004,193
	100,820	-	100,820
	49,835	21,006	70,841
	178,687	39,811	218,498
	12,812,971	63,102	12,876,073
	4,646,567	1,738,961	6,385,528
	65,410,433	18,873,610	84,284,043
$	70,057,000	$ 20,612,571	$ 90,669,571

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Balance Sheet
Governmental Funds
September 30, 2022

	Major Governmental Funds				Non Major Governmental Funds	Total Governmental Funds
	General	City Hall Remodel	Local Option Sales Tax	Building		
ASSETS						
Cash and cash equivalents	$ 11,641,154	$ 1,252,458	$ 1,356,210	$ 834,832	$ 188,453	$ 15,273,107
Receivables						
Taxes:						
Utility	168,188	-	-	-	-	168,188
Franchise fees	83,559	-	-	-	-	83,559
Accounts	98,387	-	-	-	-	98,387
Intergovernmental:						
State	157,807	-	237,491	-	60,966	456,264
County	1,962	-	-	-	-	1,962
Prepaid items	1,432	-	-	-	-	1,432
Total assets	$ 12,152,489	$ 1,252,458	$ 1,593,701	$ 834,832	$ 249,419	$ 16,082,899
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	$ 297,767	$ 128,231	$ 31,248	$ 21,841	$ -	$ 479,087
Accrued liabilities	269,453	-	-	2,548	-	272,001
Due to other governments	9,802	-	-	3,921	-	13,723
Total liabilities	577,022	128,231	31,248	28,310	-	764,811
Fund balances:						
Nonspendable	1,432	-	-	-	-	1,432
Restricted	13,950	-	1,562,453	806,522	247,829	2,630,754
Committed	698,890	1,124,227	-	-	1,590	1,824,707
Assigned	4,611,634	-	-	-	-	4,611,634
Unassigned	6,249,561	-	-	-	-	6,249,561
Total fund balances	11,575,467	1,124,227	1,562,453	806,522	249,419	15,318,088
Total liabilities and fund balances	$ 12,152,489	$ 1,252,458	$ 1,593,701	$ 834,832	$ 249,419	$ 16,082,899

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position
September 30, 2022

Fund balances - total governmental funds.	$	15,318,088
Capital assets used in governmental activities are not financial resources and are therefore not reported in governmental funds.		70,047,572
Long-term debt not due and payable in current period and, therefore; not reported the in governmental funds.		(8,712,098)
Some liabilities, compensated absences, are not due and payable in the current period and, therefore, are not reported in the funds.		(800,275)
The net pension liability is not due and payable in the current period and, therefore, not reported in the governmental funds.		(6,350,377)
The total OPEB liability is not due and payable in the current period and, therefore, not reported in the governmental funds.		(270,850)
Deferred outflows and inflows of resources related to pension and OPEB are applicable to future periods and, therefore, are not reported in governmental funds.		
Deferred outflows of resources for pensions		1,755,158
Deferred outflows of resources for OPEB		96,613
Deferred inflows of resources for pensions		(924,716)
Deferred inflows of resources for OPEB		(102,115)
Net position of governmental activities	$	70,057,000

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Revenue, Expenditures, and Changes in Fund Balances - Governmental Funds
Year ended September 30, 2022

	Major Governmental Funds				Non Major Governmental Funds	Total Governmental Funds
	General	City Hall Remodel	Local Option Sales Tax	Building		
REVENUES						
Taxes:						
Ad valorem taxes	$ 8,224,289	$ -	$ -	$ -	$ -	$ 8,224,289
Franchise fees	807,617	-	-	-	-	807,617
Utility services taxes	1,267,207	-	-	-	-	1,267,207
Business fees and permits	165,410	-	-	763,880	-	929,290
Intergovernmental	2,987,019	-	1,004,193	-	129,601	4,120,813
Charges for services	4,534,962	-	-	-	-	4,534,962
Fines and forfeitures	261,755	-	-	-	-	261,755
Investment earnings	37,663	4,966	3,742	2,456	1,007	49,834
Contributions and donations	6,385	-	-	-	-	6,385
Miscellaneous revenues	131,862	-	-	10,974	-	142,836
Total revenues	18,424,169	4,966	1,007,935	777,310	130,608	20,344,988
EXPENDITURES						
Current:						
General government	2,755,941	-	-	-	-	2,755,941
Public safety	5,478,672	-	-	686,900	-	6,165,572
Public works	1,945,141	-	-	-	114,508	2,059,649
Culture and recreation	1,926,610	-	-	-	-	1,926,610
Debt service:						
Principal retirement	-	-	111,071	-	757,503	868,574
Interest	-	-	4,324	-	211,103	215,427
Capital outlay	2,289,799	2,326,825	271,146	-	32,505	4,920,275
Total expenditures	14,396,163	2,326,825	386,541	686,900	1,115,619	18,912,048
Excess (deficiency) of revenues over expenditures	4,028,006	(2,321,859)	621,394	90,410	(985,011)	1,432,940
Other Financing Sources (Uses)						
Transfers in	-	492,859	-	-	968,610	1,461,469
Transfers out	(1,461,469)		-	-	-	(1,461,469)
Sale of capital assets	35,851		-	-	-	35,851
Total other financing sources (uses)	(1,425,618)	492,859	-	-	968,610	35,851
Net change in fund balances	2,602,388	(1,829,000)	621,394	90,410	(16,401)	1,468,791
Fund balances - beginning	8,973,079	2,953,227	941,059	716,112	265,820	13,849,297
Fund balances - ending	$ 11,575,467	$ 1,124,227	$ 1,562,453	$ 806,522	$ 249,419	$ 15,318,088

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds to Statement of Activities
Year ended September 30, 2022

Net change in fund balances - total governmental funds	$	1,468,791
The repayment of the principal of long-term debt consumes the current financial resources of governmental funds. This transaction is not reported on the government-wide financial statements.		868,574
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets. This is the amount by which capital additions, ($4,744,090), exceeded depreciation, ($2,407,712), in the current period.		2,336,378
Disposal of assets is reported in the statement of activities and is not a use of current financial resources and, therefore, not reported as expenditures in governmental funds.		(15,845)
Changes in compensated absences reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(43,430)
Governmental funds report pension contributions as expenditures. However in the Statement of Activities, the cost of pension benefits net of employee contributions is reports as pension expense:		
City pension contributions		712,493
Costs of benefits earned net of employee contributions		(669,090)
In the government-wide financial statements, the City reports changes in total OPEB liability and related deferred outflows and inflows; however, this is not reported in the governmental funds:		
City OPEB benefit payment		(35,190)
Changes in total OPEB liability		23,886
Change in net position of governmental activities	$	4,646,567

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual – General Fund
Year ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes:				
Ad Valorem Taxes	$ 8,258,610	$ 8,258,610	$ 8,224,289	$ (34,321)
Franchise Fees	763,900	763,900	807,617	43,717
Utility Services Taxes	1,261,000	1,261,000	1,267,207	6,207
Licenses and Permits	201,600	201,600	165,410	(36,190)
Intergovernmental	6,011,388	6,011,388	2,987,019	(3,024,369)
Charges for Services	4,204,301	4,204,301	4,534,962	330,661
Fines and Forfeitures	195,000	195,000	261,755	66,755
Investment Earnings	70,000	70,000	37,663	(32,337)
Contributions and Donations	-	-	6,385	6,385
Miscellaneous Revenues	10,000	10,000	131,862	121,862
Total Revenues	20,975,799	20,975,799	18,424,169	(2,551,630)
EXPENDITURES				
Current:				
General Government	3,071,963	3,238,952	2,755,941	483,011
Public Safety	5,757,904	5,647,359	5,478,672	168,687
Public Works	2,239,234	2,381,883	1,945,141	436,742
Culture and Recreation	2,018,428	2,042,238	1,926,610	115,628
Capital outlay:				
General Government	238,910	265,910	200,635	65,275
Public Safety	78,900	69,753	70,639	(886)
Public Works	2,516,280	5,557,785	1,924,951	3,632,834
Culture and Recreation	121,765	163,199	93,574	69,625
Total Expenditures	16,043,384	19,367,079	14,396,163	4,970,916
Excess (deficiency) of revenues over expenditures	4,932,415	1,608,720	4,028,006	2,419,286
Other Financing Sources (Uses)				
Transfers Out	(968,610)	(1,461,469)	(1,461,469)	-
Sale of capital assets	-	-	35,851	35,851
Total other financing sources (uses)	(968,610)	(1,461,469)	(1,425,618)	35,851
Net change in fund balances	3,963,805	147,251	2,602,388	2,455,137
Fund Balance - Beginning	8,973,079	8,973,079	8,973,079	-
Fund Balance - Ending	$ 12,936,884	$ 9,120,330	$ 11,575,467	$ 2,455,137

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual – Local Option Sales Tax Fund
Year ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Local Option Sales Tax	$ 850,000	$ 850,000	$ 1,004,193	$ 154,193
Investment Earnings	7,000	7,000	3,742	(3,258)
Grants-Local Governement	60,750	60,750	-	(60,750)
Total Revenues	917,750	917,750	1,007,935	90,185
EXPENDITURES				
Capital Outlay:				
Public Safety	181,280	181,280	2,913	178,367
Public Works	545,000	1,139,357	174,751	964,606
Culture and Recreation	360,300	552,975	93,482	459,493
Debt Service:				
Principal Retirement	111,071	111,071	111,071	-
Interest	4,324	4,324	4,324	-
Total Expenditures	1,201,975	1,989,007	386,541	1,602,466
Excess of revenues over expenditures	(284,225)	(1,071,257)	621,394	1,692,651
Other Financing Sources (Uses)				
Sale of capital assets	5,000	5,000	-	(5,000)
Total other financing sources (uses)	5,000	5,000	-	(5,000)
Net change in fund balances	(279,225)	(1,066,257)	621,394	1,687,651
Fund Balance - Beginning	941,059	941,059	941,059	-
Fund Balance - Ending	$ 661,834	$ (125,198)	$ 1,562,453	$ 1,687,651

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual – Building Fund
Year ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Licenses and Permits	$ 552,000	$ 552,000	$ 763,880	$ 211,880
Investment Earnings	5,000	5,000	2,456	(2,544)
Miscellaneous	-	-	10,974	10,974
Total Revenues	557,000	557,000	777,310	220,310
EXPENDITURES				
Current:				
Public Safety	750,851	780,431	686,900	93,531
Total Expenditures	750,851	780,431	686,900	93,531
Excess (deficiency) of revenues over (under) expenditures	(193,851)	(223,431)	90,410	313,841
Fund Balance - Beginning	716,112	716,112	716,112	-
Fund Balance - Ending	$ 522,261	$ 492,681	$ 806,522	$ 313,841

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual – City Hall Remodel Fund
Year ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Miscellaneous:				
Investment Earnings	$ -	$ -	$ 4,966	$ 4,966
Total Revenues	-	-	4,966	4,966
EXPENDITURES				
Capital Outlay	-	3,449,086	2,326,825	1,122,261
Total Expenditures	-	3,449,086	2,326,825	1,122,261
Excess (deficiency) of revenues over (under) expenditures	-	(3,449,086)	(2,321,859)	1,127,227
Other Financing Sources (Uses)				
Transfers In	-	492,859	492,859	-
Total other financing sources (uses)	-	492,859	492,859	-
Net change in fund balances	-	(2,956,227)	(1,829,000)	1,127,227
Fund Balance - Beginning	-	2,953,227	2,953,227	-
Fund Balance - Ending	$ -	$ (3,000)	$ 1,124,227	$ 1,127,227

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Net Position - Proprietary Funds
September 30, 2022

	Business-type Activities - Enterprise Funds			
	Major Enterprise Funds			
	Wastewater	Solid Waste	Stormwater Management	Total
ASSETS				
Current Assets:				
Cash and cash equivalents	$ 5,077,968	$ 1,101,869	$ 1,988,262	$ 8,168,099
Accounts receivable	875,307	393,286	256,701	1,525,294
Due from other governments - State	26,696	-	54,896	81,592
Total current assets	5,979,971	1,495,155	2,299,859	9,774,985
Noncurrent Assets:				
Capital assets:				
Land	13,885	-	-	13,885
Improvements	16,333,735	-	6,571,024	22,904,759
Machinery and equipment	3,496,323	2,119,482	328,071	5,943,876
Construction in progress	195,919	83,146	146,787	425,852
Less accumulated depreciation	(10,869,754)	(1,255,833)	(1,586,523)	(13,712,110)
Total capital assets (net of accumulated depreciation)	9,170,108	946,795	5,459,359	15,576,262
Total noncurrent assets	9,170,108	946,795	5,459,359	15,576,262
Total assets	$ 15,150,079	$ 2,441,950	$ 7,759,218	$ 25,351,247
DEFERRED OUTLOWS OF RESOURCES				
Deferred outflows for OPEB	$ 8,762	$ 11,048	$ 2,855	$ 22,665
LIABILITIES				
Current Liabilities:				
Accounts payable and other accrued expenses	$ 337,105	$ 106,650	$ 36,659	$ 480,414
State Revolving Loan Fund	76,613	-	-	76,613
Accrued compensated absences	7,362	13,492	6,227	27,081
Accrued interest SRF	4,052	-	-	4,052
Accrued wages payable	7,090	13,158	4,826	25,074
Unearned revenue - American Rescue Plan Act	3,000,000	-	-	3,000,000
Total current liabilities	3,432,222	133,300	47,712	3,613,234
Noncurrent liabilities:				
State Revolving Loan Fund	1,001,057	-	-	1,001,057
Accrued compensated absences	16,451	29,298	13,803	59,552
Total OPEB liability	24,563	30,973	8,004	63,540
Total noncurrent liabilities	1,042,071	60,271	21,807	1,124,149
Total liabilities	$ 4,474,293	$ 193,571	$ 69,519	$ 4,737,383
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of resources for OPEB	$ 9,261	$ 11,678	$ 3,019	$ 23,958
NET POSITION				
Net investment in capital assets	8,089,931	935,825	5,431,641	14,457,397
Unrestricted	2,585,356	1,311,924	2,257,894	6,155,174
Total net position	$ 10,675,287	$ 2,247,749	$ 7,689,535	$ 20,612,571

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Revenues, Expenditures and Changes in Fund Net Position - Proprietary Funds
Year ended September 30, 2022

	Business-type Activities - Enterprise Funds			
	Major Enterprise Funds			
	Wastewater	Solid Waste	Stormwater Management	Total
OPERATING REVENUES				
Licenses and permits	$ -	$ 2,285	$ -	$ 2,285
Charges for services	5,573,882	2,386,438	1,483,183	9,443,503
Total operating revenues	5,573,882	2,388,723	1,483,183	9,445,788
OPERATING EXPENSES				
Personal services	341,669	674,206	230,845	1,246,720
Contractual services	3,688,288	727,074	215,728	4,631,090
Materials, supplies, repairs and utilities	427,294	695,987	79,127	1,202,408
Depreciation	519,447	250,229	253,042	1,022,718
Total operating expense	4,976,698	2,347,496	778,742	8,102,936
Operating income	597,184	41,227	704,441	1,342,852
NONOPERATING REVENUES (EXPENSES)				
Investment earnings	11,430	3,667	5,909	21,006
Interest and fees on long-term debt	(21,559)	-	-	(21,559)
Miscellaneous	11,074	22,115	6,622	39,811
Total nonoperating revenues (expenses)	945	25,782	12,531	39,258
Income before capital contributions	598,129	67,009	716,972	1,382,110
Capital contributions	26,696	4,905	325,250	356,851
Change in net position	624,825	71,914	1,042,222	1,738,961
Net position - beginning	10,050,462	2,175,835	6,647,313	18,873,610
Net position - ending	$ 10,675,287	$ 2,247,749	$ 7,689,535	$ 20,612,571

The accompanying notes are an integral part of these financial statements.

City of Treasure Island, Florida
Statement of Cash Flows
Proprietary Funds
Year ended September 30, 2022

	Business-type Activities - Enterprise Funds			
	Major Enterprise Funds			
	Wastewater	Solid Waste	Stormwater Management	Total
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from customers and users	$ 5,489,720	$ 2,390,948	$ 1,417,605	$ 9,298,273
Payments to suppliers	(4,413,207)	(1,397,257)	(335,521)	(6,145,985)
Payments to employees	(341,409)	(697,556)	(230,641)	(1,269,606)
Other receipts (payments)	11,074	22,115	-	33,189
Net cash provided by operating activities	746,178	318,250	851,443	1,915,871
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition and construction of capital assets	(786,701)	(274,144)	(1,218,293)	(2,279,138)
Grant proceeds	3,026,696	4,905	325,250	3,356,851
Principal payments on state revolving loan	(75,128)	-	-	(75,128)
Interest paid on state revolving loan	(21,559)	-	-	(21,559)
Net cash provided by (used in) capital and related financing activities	2,143,308	(269,239)	(893,043)	981,026
CASH FLOWS FROM INVESTING ACTIVITIES:				
Investment Earnings	11,430	3,667	5,909	21,006
Net cash provided by investing activities	11,430	3,667	5,909	21,006
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	2,900,916	52,678	(35,691)	2,917,903
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	2,177,052	1,049,191	2,023,953	5,250,196
END OF YEAR	$ 5,077,968	$ 1,101,869	$ 1,988,262	$ 8,168,099
Reconciliation of operating income to net cash provided by operating activities:				
Operating income	$ 597,184	$ 41,227	$ 704,441	$ 1,342,852
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation	519,447	250,229	253,042	1,022,718
Other receipts (payments)	11,074	22,115	6,622	39,811
Change in assets and liabilities:				
(Increase) Decrease in accounts receivable	(57,466)	2,225	(17,304)	(72,545)
(Increase) Decrease in due from other governments	(26,696)	-	(54,896)	(81,592)
(Increase) Decrease in deferred outflows	1,840	2,321	600	4,761
Increase (Decrease) in accts payable	(297,625)	25,804	(40,666)	(312,487)
Increase (Decrease) in accrued salaries payable	(599)	2,379	(737)	1,043
Increase (Decrease) in accrued compensated absences	(166)	(27,023)	606	(26,583)
Increase (Decrease) in OPEB liability	(8,004)	(10,093)	(2,608)	(20,705)
Increase (Decrease) in deferred inflows	7,189	9,066	2,343	18,598
Total adjustments	148,994	277,023	147,002	573,019
Net cash provided by operating activities	$ 746,178	$ 318,250	$ 851,443	$ 1,915,871

The accompanying notes are an integral part of these financial statements.

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NOTES TO
FINANCIAL STATEMENTS

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Treasure Island, Florida (the "City") maintains its accounting in accordance with generally accepted accounting principles (GAAP), as applied to governmental units, which are promulgated by the Governmental Accounting Standards Board (GASB). A summary of the City's significant accounting policies applied in the preparation of the accompanying financial statements follows.

The Reporting Entity

The City of Treasure Island is a municipal corporation created by the Laws of Florida, 1955-31322. An elected mayor and a four-member commission govern the City. As required by generally accepted accounting principles, these financial statements present the City of Treasure Island (the primary government). The City has no component units as of September 30, 2022.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

Separate financial statements are provided for governmental funds, proprietary fund and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the City.

The proprietary funds are reported using the *economic resources measurement* focus and the *accrual basis of accounting*.

Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds and internal service funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide Financial Statements (Continued)

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's wastewater and sanitation services functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Financial Statements

The fund financial statements provide information about the City's funds. Separate statements for each fund category—governmental, proprietary, and fiduciary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

The *General* fund is the City's primary operating fund. It accounts for all financial resources except those accounted for in another fund.

The *Local Option Sales Tax* fund accounts for the additional, voter approved, countywide one-cent local option sales tax designated to provide funds for capital items and infrastructure improvements. This tax is commonly referred to as the "Penny for Pinellas."

The *Building* fund is used to account for revenues and expenditures that are restricted by the State of Florida to be used only to enforce and implement the Florida Building Code.

The *City Hall Remodel* fund is used to isolate the budget and expenditures associated with the remodel of the City Hall building purchased in 2020.

The City reports the following proprietary funds:

Major:
The *Wastewater* fund accounts for the operation that collects and treats all wastewater generated within the City.

The *Solid Waste* fund accounts for the operation that collects and disposes of all refuse, recyclable materials and yard waste generated within the City.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Financial Statements (Continued)

The *Stormwater Management* fund accounts for the operation that manages the City's Municipal Stormwater System.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column.

Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements.

Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column.

Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

Budgetary Information

Budgetary basis of accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the General Fund, special revenue funds and Capital Projects fund.

The appropriated budget is prepared by fund, function, and department. The City Manager may make transfers of appropriations within a fund. Transfers of appropriations between funds require the approval of the commission through an ordinance or budget amendment. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Budgetary Information (Continued)

Appropriations in all budgeted funds lapse at the end of the fiscal year even if they have related encumbrances. Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year's budget pursuant to state regulations.

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity

Cash and cash equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments

Investments for the City are reported at amortized cost as all investments meet all of the specified criteria in Section I50: *Investments* to qualify to elect to measure their investments at amortized cost. Accordingly, the fair value of the City's position in external investment pools are equal to the value of the pooled shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds". Any residual balances between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

The City considers all receivables at September 30, 2022 to be collectible; accordingly, no allowance for doubtful accounts is required. If any amounts are subsequently determined to be uncollectible, they are considered immaterial to the financial statements and will be charged to operations when that determination is made.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

***Receivables and Payables* (Continued)**

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds" within the fund financial statements. Long-term borrowings between funds are classified as "advances to other funds" or "advances from other funds" in the fund financial statements. These amounts are eliminated in the governmental and business-type activities columns of the statement of net position, except for any residual balance outstanding between the governmental and business-type activities at the end of the fiscal year, which are reported in the government-wide financial statements as internal balances.

Interfund transactions are reflected as services provided, reimbursements, or transfers. Services provided, deemed to be at or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when a fund incurs a cost, charges the appropriate benefitting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or business-type funds are netted as part of the reconciliation to the government-wide presentation.

Inventories and Prepaid Items

Inventories are valued at cost using the first-in/first-out (FIFO) method and consist of expendable supplies and vehicle repair parts. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of $5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased. Donated capital assets are recorded at acquisition value at the date of the donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

***Capital Assets* (Continued)**

Major outlays for capital assets and improvements are capitalized as projects are incurred. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. There was no capitalized interest during the current year.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

	Years
Land	–
Buildings and structures	7 – 75
Improvements	20 – 33
Machinery and equipment	4 – 20

Capital leases are amortized over the lives of the respective leases or the service lives of the leased equipment, whichever is shorter.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then.

The City has two (2) items that qualify for reporting as deferred outflows of resources, the *deferred outflows related to OPEB* and the *deferred outflows related to pensions*, both reported in the government-wide statement of net position and only deferred outflows related to OPEB is reported in the business-type activities statement of net position. The deferred outflows related to OPEB and pensions are an aggregate of items related to pensions as calculated in accordance with GASB Codification Section P20: *Pension Activities – Reporting for Benefits Provided through Trusts That Meet Specified Criteria* and Section P54*: Postemployment Benefits Other Than Pensions – Reporting for Benefits Not Provided through Trusts That Meet Specified Criteria – Defined Benefit*. The deferred outflows related to pensions will be recognized as either pension expense or a reduction in the net pension liability in future reporting years.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

***Deferred Outflows/Inflows of Resources* (Continued)**

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two (2) items that qualify for reporting as deferred inflows of resources. The *deferred inflows related to OPEB* and the *deferred inflows related to pensions* are an aggregate of items related to pensions, both reported in the government-wide statement of net position and only deferred inflows related to OPEB is reported in the business-type activities statement of net position. The deferred inflows related to OPEB and pensions are an aggregate of items related to pensions as calculated in accordance with GASB Codification Section P20: *Pension Activities – Reporting for Benefits Provided through Trusts That*

Meet Specified Criteria and Section P54*: Postemployment Benefits Other Than Pensions – Reporting for Benefits Not Provided through Trusts That Meet Specified Criteria – Defined Benefit*. The deferred inflows related to OEPB and pensions will be recognized as a reduction to pension expense in future reporting years.

Compensated Absences

The City's policy permits employees to accumulate earned but unused vacation benefits, which are eligible for payment upon separation from government service. The liability for such leave is reported as incurred in the government-wide and proprietary fund financial statements. A liability for those amounts is recorded in the governmental funds only if the liability has matured as a result of employee resignations or retirements. The liability for compensated absences includes salary-related benefits, where applicable. Accumulated sick leave lapses when employees leave employment with the City and, accordingly upon separation from service, no monetary obligation exists.

Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business-type activities statement of net position.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position, and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Post-Employment Benefits (OPEB) Liability

For purposes of measuring the net OPEB liability, deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position and additions to/deductions from fiduciary net position have been determined on the same basis as they are reported by the plan. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. The City's proportionate share of OPEB amounts were further allocated to each participating employer based on the contributions paid by each employer. There are no investments as this is a pay-as you-go plan and all cash is held in a cash account.

Categories and Classification of Fund Equity

Net position flow assumption – Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund balance flow assumptions – Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Categories and Classification of Fund Equity **(Continued)**

Fund balance policies – Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The provisions of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, specifies the following classifications:

Nonspendable fund balance – Nonspendable fund balances are amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance – Restricted fund balances are restricted when constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The governing council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Assigned fund balance – Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The governing council (council) has by resolution authorized the city manager to assign fund balance. The council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Unassigned fund balance – Unassigned fund balance is the residual classification for the General Fund.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues and Expenditures/Expenses

Program revenues – Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

Property taxes – Property taxes attach as an enforceable lien on real property and are levied as of October 1st. The tax levy is divided into two billings: the first billing (mailed on August 20) is an estimate of the current year's levy based on the prior year's taxes; the second billing (mailed on November 1) reflects adjustments to the current year's actual levy. The billings are considered past due 30 days after the respective tax billing date, at which time the applicable property is subject to lien, and penalties and interest are assessed.

Proprietary funds operating and nonoperating revenues and expenses – Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Wastewater Fund, Solid Waste Fund, Stormwater Management Fund are charges to customers for sales and services. The Wastewater Fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for expenditure of monies are recorded as reservations of budget, is employed as an extension of the statutory required budgetary process. At year-end, outstanding encumbrances represent material purchase commitments for goods and services which were ordered, budgeted, and appropriated, but had not been received or completed at date. Although encumbrances lapse at year-end, it is the intention to substantially honor these encumbrances under authority provided in the subsequent year's budget.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Encumbrances (Continued)

The following are the significant encumbrances at year end:

Governmental Activities:		
General Fund	$	2,152,454
Local Option Sales Tax Fund		716,973
Building Fund		7,541
City Hall Remodel		927,290
Nonmajor Governmental Funds		217,427
Business-Type Activities:		
Wastewater Fund		1,586,954
Solid Waste Fund		40,855
Stormwater Management Fund		1,096,584
Total	$	6,746,078

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make various estimates. Actual results could differ from those estimates.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, June 30, 2023 and determined there were no events that occurred that require disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these consolidated financial statements.

Recently Issued and Implemented Accounting Pronouncements

In June 2017, the GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. There were no significant impacts of implementing this Statement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued and Implemented Accounting Pronouncements (Continued)

In June 2018, the GASB issued Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. The Statement is being applied prospectively, therefore, there were no significant impacts of implementing this Statement.

NOTE 2: DETAILED NOTES ON ALL FUNDS

Cash Deposits

The City has one cash pool that maintains the deposits of all governmental and enterprise funds of the City. Formal accounting records detail the individual equities of the participating funds. The cash deposits are held by a bank that qualifies as a public depository under the Florida Security and Public Deposits Act, as required by Chapter 280, Florida Statutes, and are considered fully insured.

Investments

Florida Statutes authorize the City to invest in the Local Government Surplus Funds Trust Fund administered by the State Board of Administration, obligations of the U.S. Treasury, and interest-bearing time deposits and savings accounts held in Federal or State chartered banks and savings and loan associations doing business in Florida provided that such deposits are secured by collateral as may be prescribed. It is the City's policy to only invest funds in vehicles specifically authorized by Florida Statutes. The City does not have formal policies relating to credit risk or interest rate risk aside from the policy of only investing in funds administered by the State Board of Administration and obligations of the U.S. government.

Custodial credit risk – Custodial credit risk for deposits is the risk in the event of the failure of a depository financial institution a government may not be able to recover deposits. Monies placed on deposit with financial institutions in the form of demand deposits, time deposits or certificate of deposits are defined as public deposits. The financial institutions in which the City places its deposits are certified as "qualified public depositories," as required under the Florida Security for Public Deposits Act. For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

As of September 30, 2022, the City's pension investments are held in street name in the form of stock, debt securities and U.S. government bonds through a financial brokerage firms segregated out from the assets and investments held by other clients of the investment firm and their own assets.

NOTE 2: DETAILED NOTES ON ALL FUNDS (Continued)

Investments (Continued)

Interest Rate Risk – Interest rate risk is the possibility that interest rates will rise and reduce the fair value of an investment. The City manages its exposure to fair value losses arising from increasing interest rates through its adopted investment policies. The City limits the effective duration of its investment portfolio through the adoption of nationally recognized risk measure benchmarks.

Credit Risk – Section I50: *Investments* of the GASB Codification requires that governments provide information about credit risk associated with their investments by disclosing the credit rating of investments in debt securities as described by nationally recognized statistical rating organizations. The City has limited its credit risk by limiting investments to the safest types of securities, primarily government investment pools. The City's investment objectives are prioritized by safety, liquidity and yield. Time Deposits, including Certificates of Deposit, are collateralized under the State of Florida Qualified Public Depository Program, whereby member institutions are collectively responsible for any individual member's default.

Concentration risk – Section I50: *Investments* of the GASB Codification requires disclosures of investments in any one issuer that represents five percent or more of total investments, excluding investments issued or explicitly guaranteed by the U.S government, investments in mutual funds, external investments pools and other pooled investments. The City's investment policy does not address concentration risk.

Fair Value – GASB Codification Section 3100: *Fair Value Measurements* establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy under the codification are described as follows:

Level 1 (L1): Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the City has the ability to access.

Level 2 (L2): Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 (L3): Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

NOTE 2: DETAILED NOTES ON ALL FUNDS (Continued)

Investments (Continued)

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The City's investments are carried at amortized cost as of September 30, 2022, are as follows:

	Amortized Cost	Weighted Average Maturity	Credit Rating
Stable NAV Fund	$ 6,723,133		
Variable NAV Fund	3,205,376		
Certificates of Deposit	750,000		
U.S. Treasury	5,746,193		
Florida Safe Investment Pool	16,424,702	340.99	AAAm
Demand Deposits	7,016,504		
Total Cash and Cash Equivilents	$23,441,206		

The investments held by the City are not classified as Level 1, 2 or 3 as all investments are carried at amortized cost.

NOTE 2: DETAILED NOTES ON ALL FUNDS (Continued)

Capital Assets

Capital asset activity for the fiscal year ended September 30, 2022 as follows:

	Balance 9/30/21	Increases	Decreases	Balance 9/30/22
Governmental activities:				
Capital assets, not being depreciated				
Land	$ 8,589,387	$ -	$ -	$ 8,589,387
Construction in progress	2,376,707	3,944,900	(1,350,862)	4,970,745
Total capital assets, not being depreciated	10,966,094	3,944,900	(1,350,862)	13,560,132
Capital assets, being depreciated				
Buildings	3,857,076	-	-	3,857,076
Building improvements	71,622,048	1,823,611	-	73,445,659
Machinery and equipment	4,270,825	326,441	(213,329)	4,383,937
Total capital assets, being depreciated	79,749,949	2,150,052	(213,329)	81,686,672
Less accumulated depreciation for:				
Buildings	(952,779)	(170,661)	-	(1,123,440)
Building improvements	(19,449,045)	(1,709,234)	-	(21,158,279)
Machinery and equipment	(2,587,180)	(527,817)	197,484	(2,917,513)
Total accumulated depreciation	(22,989,004)	(2,407,712)	197,484	(25,199,232)
Total capital assets being depreciated, net	56,760,945	(257,660)	(15,845)	56,487,440
Governmental activities capital assets, net	$ 67,727,039	$ 3,687,240	$ (1,366,707)	$ 70,047,572

NOTE 2: DETAILED NOTES ON ALL FUNDS (Continued)

Capital Assets (Continued)

	Balance 9/30/21	Increases	Decreases	Balance 9/30/22
Business-type activities:				
Capital assets, not being depreciated:				
Land	$ 13,885	$ -	$ -	$ 13,885
Construction in progress	2,124,911	1,110,075	(2,809,134)	425,852
Total capital assets, not being depreciated	2,138,796	1,110,075	(2,809,134)	439,737
Capital assets, being depreciated:				
Improvements other than buildings	19,340,074	3,564,685	-	22,904,759
Machinery and equipment	5,530,364	413,512	-	5,943,876
Total capital assets, being depreciated	24,870,438	3,978,197	-	28,848,635
Less accumulated depreciation for:				
Improvements other than buildings	(8,715,335)	(594,573)	-	(9,309,908)
Machinery and equipment	(3,974,057)	(428,145)	-	(4,402,202)
Total accumulated depreciation	(12,689,392)	(1,022,718)	-	(13,712,110)
Total capital assets being depreciated, net	12,181,046	2,955,479	-	15,136,525
Business-type activities capital assets, net	$ 14,319,842	$ 4,065,554	$ (2,809,134)	$ 15,576,262

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	$ 1,663,611
Public safety	38,604
Public works	612,441
Culture and recreation	93,056
Total depreciation expense - governmental activities	$ 2,407,712
Business-type activites:	
Water pollution control	$ 519,447
Solid waste	250,229
Stormwater management	253,042
Total depreciation expense - business-type activities	$ 1,022,718

NOTE 2: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt

State Revolving Loan Fund

The City entered into two agreements with the Florida Department of Environmental Protection for major sewer rehabilitation and inflow/infiltration correction and lift station rehabilitation. The projects are funded through the Clean Water State Revolving Fund (SRF) Loan Program protected under the Federal Clean Water Act. The principal amount of the first loan totaled $1,056,884 at an interest rate of 2.62%. The principal amount of the second loan totaled $517,612 at an interest rate of .68%. Both loans will be paid off in 40 semi-annual payments of $34,250 beginning June 15, 2014 and $14,094 beginning October 15, 2017, respectively. Both agreements call for pledged revenue as security for repayment of the loans, defined as gross revenues derived from the operation of the sewer system after payment of the operation and maintenance expense.

Truist Loans

The City has a general obligation revenue bond outstanding, Series Note 2011A. The bond was issued in 2011 in order to construct capital improvements to the Isle of Palms and Isle of Capri bridges. The principal amount of the loan is $4,024,407. Providing for the payment of this loan are the City's Public Service Tax Revenues and Communication Services Tax Revenues. Repayment for the aforementioned Series Note 2011A will be repaid over 15 years and the interest rate is 2.98%.

The City has a Non-Ad Valorem Revenue Note, Series 2020. The note was issued in 2020 in order to purchase and renovate the new City Hall building. The principal amount of the loan is $8,000,000. Non-Ad Valorem revenues budgeted, appropriated and deposited are pledged for the repayment of this loan. Repayment for the aforementioned Series 2020 Note will be repaid over 15 years and the interest rate is 2.17%.

Lease Liability

A fire truck was acquired though a capital lease for governmental activities in the amount of $419,929 during fiscal year 2018. This lease was financed through U.S. Bancorp Government Leasing and Finance Inc. for annual payments over a period of four years. Payment of this loan was funded by local option sales tax revenues through the Local Option Sales Tax fund. As of September 30, 2022 the lease liability was paid off.

NOTE 2: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt (Continued)

Long-term liability activity for the fiscal year ended September 30, 2022 as follows:

	Balance 9/30/2021	Additions	Reductions	Balance 9/30/2022	Due within One Year
Governmental Activities:					
Total OPEB liability	$ 359,112	$ -	$ (88,262)	$ 270,850	$ -
Truist - Series Note 2011A	1,850,501	-	(285,903)	1,564,598	294,551
Truist - Series Note 2020	7,619,100	-	(471,600)	7,147,500	481,800
Lease Liability	111,071	-	(111,071)	-	-
Net pension liability	2,093,667	4,256,710	-	6,350,377	-
Compensated absences	756,845	469,165	(425,735)	800,275	240,082
Governmental activities long-term liabilities	$ 12,790,296	$ 4,725,875	$ (1,382,571)	$ 16,133,600	$ 1,016,433
Business-type Activities:					
Total OPEB liability	$ 84,245	$ -	$ (20,703)	$ 63,542	$ -
State Revolving Loan - 53601P	726,149	-	(49,798)	676,351	51,111
State Revolving Loan - 520810	426,649	-	(25,330)	401,319	25,502
Compensated absences	113,216	45,751	(72,336)	86,631	27,081
Business-type activities long-term liabilities	$ 1,350,259	$ 45,751	$ (168,167)	$ 1,227,843	$ 103,694

Net pension and compensated absences are generally liquidated by the general fund for governmental activities. OPEB liabilities will be liquidated by the general fund for governmental activities and the wastewater fund, solid waste fund and stormwater management fund for business-type activities.

NOTE 2: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt (Continued)

The following tables indicate future debt service requirements for Governmental Activities:

Truist - Series Note 2011A		Principal	Interest	Total
	2023	$ 294,551	$ 42,237	$ 336,788
	2024	303,462	33,326	336,788
	2025	312,642	24,146	336,788
	2026	322,100	14,688	336,788
	2027	331,843	4,944	336,787
		$ 1,564,598	$ 119,341	$ 1,683,939

Truist - Series Note 2020		Principal	Interest	Total
	2023	$ 481,800	$ 149,873	$ 631,673
	2024	492,300	139,304	631,604
	2025	502,900	128,506	631,406
	2026	513,900	117,474	631,374
	2027	525,000	106,202	631,202
	2028-2032	2,800,900	353,190	3,154,090
	2033-2035	1,830,700	60,158	1,890,858
		$ 7,147,500	$ 1,054,708	$ 8,202,208

NOTE 2: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt (Continued)

The following tables represent debt service of business-type activities:

State Revolving Loan - 53601P	Principal	Interest	Total
2023	$ 51,111	$ 17,388	$ 68,499
2024	52,459	16,040	68,499
2025	53,843	14,656	68,499
2026	55,262	13,237	68,499
2027	56,720	11,779	68,499
2028-2032	306,841	35,654	342,495
2033-2034	100,115	2,634	102,749
	$ 676,351	$ 111,388	$ 787,739

State Revolving Loan - 520810	Principal	Interest	Total
2023	$ 25,502	$ 2,686	$ 28,188
2024	25,676	2,512	28,188
2025	25,851	2,337	28,188
2026	26,027	2,161	28,188
2027	26,204	1,984	28,188
2028-2032	133,722	7,217	140,939
2033-2037	138,337	2,600	140,937
	$ 401,319	$ 21,497	$ 422,816

NOTE 3: OTHER INFORMATION

Pledged Revenues

The City has revenue notes outstanding at September 30, 2022, for which revenues of the City have been pledged for repayment. Revenues pledged to repay these obligations are as follows:

	Amount Issued	Future Principal and Interest	Current Pledged Revenue	Current Year Principal and Interest	Current Percentage of Revenue
Governmental Activities					
Revenue Notes					
Truist - Series Note 2011A					
Maturity: 2026					
Interest rate: 2.98%	$4,024,407	$ 1,683,939	$1,544,286	$ 336,788	21.8%
Purpose: Improvements to Isle of Palms and Isle of Capri bridges					
Pledged revenue: Public Service Tax revenues and Communication Services Tax revenues					
Truist - Series Note 2020					
Maturity: 2035					
Interest rate: 2.17%	$8,000,000	$ 8,202,208	$4,390,654	$ 631,818	14.4%
Purpose: Purchase and renovation of new City Hall building					
Pledged revenue: Non-Ad Valorem revenues					

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of property and other assets; errors and omissions by employees; and natural disasters, particularly during the hurricane season of June through November. The City has purchased various types of insurance to protect itself. There have been no changes in insurance coverage during the current fiscal year. There were no changes in insurance coverage from the previous year. The City does not participate in a risk pool and does not retain any of the risks of loss.

Contingent Liabilities

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the government expects such amounts, if any, to be immaterial.

The government is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's counsel the resolution of these matters will not have a material adverse effect on the financial condition of the City.

NOTE 3: OTHER INFORMATION (Continued)

Fund Balance Classification

General Fund		
Nonspendable:		
Prepaid items	$	1,432
Restricted		
Green utility		13,950
Committed		
.50 Mill for Bridge Renewal & Replacement		698,890
Assigned:		
Beach improvements		500,000
City IT supplies and maintenance		43,161
City infrastructure improvements		1,555,450
Professional services		1,759,375
Supplies		454,647
Contractual service		299,001
Total assigned		4,611,634
Unassigned		6,249,561
Total General Fund fund balance	$	11,575,467
Local Option Sales Tax		
Restricted for Public Safety vehicle purchse	$	95,121
Restricted for IT Equipment & Software		88,280
Restricted for infrastructure improvements		1,379,052
Total restricted		1,562,453
Total Local Option Sales Tax fund balance	$	1,562,453
Building Fund		
Restricted:		
Restricted for Building Division		798,982
Restricted for Contractual Services		7,540
Total restricted		806,522
Total Building Fund fund balance	$	806,522
City Hall Remodel		
Committed for Contractual Services	$	23,442
Committed for Infrastructure		1,100,785
Total committed		1,124,227
Total City Hall fund balance	$	1,124,227
Nonmajor Governmental Funds		
Committed for Debt Service	$	1,590
Restricted:		
Capital Projects, County Gas Tax, Debt Service, Police Forfeiture, Transportation Trust, and Transportation Improvements	$	247,829
TOTAL	$	15,318,088

NOTE 3: OTHER INFORMATION (Continued)

Employee Retirement Systems and Pension Plans

The City participates in two pension programs: First, for qualified public safety employees, the City participates in the Florida Retirement System's defined benefit plans. For all other employees, the City has a defined contribution pension plan which consists of a 401(A) qualified plan. Employees contribute five (5) percent of their gross earnings and the City contributed eight (8) percent for the fiscal year ending September 30, 2022. The City makes these contributions to the Plan as a part of the regular weekly payroll process.

Defined Benefit Plans

The City participates in two defined benefit pension plans that are administered by the State of Florida, Department of Management Services, Division of Retirement. The plans provide retirement, disability or death benefits to retirees or their designated beneficiaries. Chapter 121, Florida Statutes, establishes the authority for benefit provisions. Changes to the law can only occur through an act of the Florida Legislature. The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the plans. That report is available from the Florida Department of Management Services' website (www.dms.myflorida.com).

The Florida Retirement System (FRS) Pension Plan is a cost-sharing, multiple-employer defined benefit pension plan with a Deferred Retirement Option Program (DROP) available for eligible employees. The FRS was established and is administered in accordance with Chapter 121, Florida Statutes. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state college, or district school board, unless restricted from FRS membership under Sections 121.053 or 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation by cities, municipalities, special districts, charter schools and metropolitan planning organizations is optional.

The Retiree Health Insurance Subsidy (HIS) Program is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. To be eligible to receive a HIS benefit, a retiree under a state administered retirement system must provide proof of eligible health insurance coverage, which can include Medicare.

NOTE 3: OTHER INFORMATION (Continued)

Benefits Provided

Benefits under the FRS Pension Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to Section 112.363, Florida Statutes.

Contributions

The contribution requirements of plan members and the employer are established and may be amended by the Florida Legislature. Employees are required to contribute 3.00% of their salary to the FRS Pension Plan. The employer's contribution rates as of September 30, 2022, were as follows:

	FRS	HIS
Regular Class	10.25%	1.66%
Special Risk Class	26.17%	1.66%
County, city, special district elected officials	55.34%	1.66%
Senior management service class	29.91%	1.66%
DROP from FRS	16.94%	1.66%

The employer's contributions for the year ended September 30, 2022, were $665,392 to the FRS Pension Plan and $47,101 to the HIS Pension Plan.

Pension Liabilities and Pension Expense

In its financial statements for the year ended September 30, 2022, the City reported a liability for its proportionate share of the net pension liability of the FRS Pension Plan and its proportionate share of the net pension liability of the HIS Program. The net pension liabilities were measured as of June 30, 2022. The City's proportions of the net pension liabilities were based on its share of contributions to the pension plans relative to the contributions of all participating entities, actuarially determined.

NOTE 3: OTHER INFORMATION (Continued)

Pension Liabilities and Pension Expense (Continued)

	FRS	HIS
Net pension liability	$ 5,549,610	$ 800,767
Proportion at:		
Current measurement date	0.01491508%	0.00756040%
Prior measurement date	0.01534682%	0.00761740%
Pension expense	$ 625,340	$ 43,748

Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 263,574	$ -	$ 24,305	$ (3,523)
Changes of assumptions	683,458	-	45,900	(123,878)
Net difference between projected and actual earnings on pension plan investments	366,440	-	1,159	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	136,702	(772,805)	36,429	(24,510)
Employer contributions subsequent to the measurement date	184,631	-	12,560	-
Total	$ 1,634,805	$ (772,805)	$ 120,353	$ (151,911)

Deferred outflows of resources related to employer contributions paid subsequent to the measurement date and prior to the employer's fiscal year end will be recognized as a reduction of the net pension liability in the reporting period ending September 30, 2023.

Other pension-related amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Year ending September 30,	FRS	HIS
2023	$ 151,567	$ (12,514)
2024	(32,795)	(3,041)
2025	(268,867)	2,814
2026	788,328	(5,152)
2027	39,136	(18,073)
Thereafter	-	(8,152)
Total	$ 677,369	$ (44,118)

NOTE 3: OTHER INFORMATION (Continued)

Actuarial Assumptions

The total pension liability for each of the defined benefit plans was measured as of June 30, 2022. The total pension liability for the FRS Pension Plan was determined by an actuarial valuation dated July 1, 2022. For the HIS Program, the total pension liability was determined by an actuarial valuation dated July 1, 2021. The individual entry age normal actuarial cost method was used for each plan, along with the following significant actuarial assumptions:

	FRS	HIS
Inflation	2.40%	2.40%
Salary increases	3.25%	3.25%
Investment rate of return	6.70%	N/A
Discount rate	6.70%	3.54%

Morality assumptions for both plans were based on the PUB-2010 base tables projected generationally with Scale MP-2018.

For both plans, the actuarial assumptions used in the valuation dated July 1, 2022 were based on the results of an actuarial experience study for the period July 1, 2013, through June 30, 2018.
The following changes in key actuarial assumptions occurred in 2022:

FRS:

- The investment return assumption for purposes of developing actuarially calculated contribution rates decreased from 6.80% to 6.70%

HIS:

- The long-term expected rate of return and the discount rate used to determine the total pension liability increased from 2.16% to 3.54%

The long-term expected investment rate of return assumption for the FRS Pension Plan was not based on historical returns, but instead was based on a forward-looking capital market economic model. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption of 2.40%.

For the FRS Pension Plan, the table below summarizes the consulting actuary's assumptions based on the long-term target asset allocation.

NOTE 3: OTHER INFORMATION (Continued)

Actuarial Assumptions (Continued)

Asset Class	Target Allocation	Annual Arithmatic Return	Compound Annual (Geometric) Return
Cash	1.0%	2.6%	2.6%
Fixed income	19.8%	4.4%	4.4%
Global equity	54.0%	8.8%	7.3%
Real estate	10.3%	7.4%	6.3%
Private equity	11.1%	12.0%	8.9%
Strategic investments	3.8%	6.2%	5.9%
Total	100%		

Discount Rate

The discount rate used to measure the total pension liability for the FRS Pension Plan was 6.80%. FRS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Because the HIS Program is essentially funded on a pay-as-you-go basis and the depletion date is considered to be immediate, a municipal bond rate of 3.54% was used to determine the total pension liability for the program. The Bond Buyer General Obligation 20-Year Municipal Bond Index was used as the applicable municipal bond index.

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the employer's proportionate share of the net pension liability if the discount rate was 1.00% higher or 1.00% lower than the current discount rate.

FRS			HIS		
1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%	1% Decrease 2.54%	Current Discount Rate 3.54%	1% Increase 4.54%
$ 9,597,669	$ 5,549,610	$ 2,164,951	$ 916,143	$ 800,767	$ 705,296

NOTE 3: OTHER INFORMATION (Continued)

Pension Plans' Fiduciary Net Position

Detailed information about the pension plans' fiduciary net position is available in the State's separately issued financial reports.

401 (A) Pension Plan

The City offers a Section 401(A) Money Purchase Plan as a defined contribution retirement plan for all of its employees not eligible to participate in the Florida Retirement System.

The Plan provides for employees to contribute five percent of their earnings, with the City contributing eight percent. Employee contributions are made through payroll deduction and remitted to the Plan Administrator, the ICMA Retirement Trust, along with the City's contribution, for deposit and investment. The authority responsible for establishing or amending plan provisions and contribution requirements is the City Commission.

Employees choose from several investment options, ranging from aggressive to conservative, to invest both their contribution and the City's. At September 30, 2022, those options included five (5) classifications as follows:

Stable / Money Market Funds
Bond Funds
U. S. Stock Funds
International Stock Funds
Balanced Funds

For the current fiscal year, employee contributions totaled $167,296 and the City's contributions totaled $267,673 for a grand total of $434,969.

Employees are fully vested with the City's contribution after five years. If the employee terminates with the City with less than five years of service, the City's contribution reverts back to the City. All contributions to the 401(A) Plan are tax deferred for the purposes of federal income tax. All employees are still eligible to participate in the City's Section 457 Deferred Compensation Plan.

The City's total payroll in fiscal year ended September 30, 2022 was $6,672,544. The City's contributions were calculated using the participant's salary amount of $3,345,910. The City made its required contribution of $267,673.

NOTE 3: OTHER INFORMATION (Continued)

Postemployment Health Care Benefits

General Information about the OPEB Plan

Plan description. The City's defined benefit OPEB plan provides OPEB for all permanent full-time employees of the City. The Plan is a single-employer defined benefit OPEB plan administered by the City. The Plan is not administered through a trust and no assets are accumulated to meet the criteria of a trust in the accounting standards.

Benefits provided. The Plan provides retired employees to elect to continue medical coverage into retirement on the City's health care plan by paying the entire premium. Coverage is also available for eligible dependents on a pay-all basis.

Employees covered by benefit terms. At September 30, 2022, the following employees were covered by the benefit terms:

Active employees	98
Inactive employees currently receiving benefits	3
Inactive employees entited to but not yet receiving benefits	-
Total	101

Total OPEB Liability

The City's total OPEB liability of $334,392 was measured as of September 30, 2022, and was determined by an actuarial valuation as of October 1, 2021.

Actuarial assumptions and other inputs. The total OPEB liability in the September 30, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation rate	3.00%
Discount rate	4.77%
Salary rate increase	4.00%
Health Care Trend rates	5.5% initial rate decreasing to ultimate rate of 4.5%
Mortality table	PubG.H-2010 mortality table - general

The discount rate was based on the S&P Municipal Bond 20-Year High-Grade Rate Index.

The actuarial assumptions used in the September 30, 2022 valuation was based on actuarial experience.

NOTE 3: OTHER INFORMATION (Continued)

Postemployment Health Care Benefits (Continued)

Changes in the Total OPEB Liability

	Total OEPB Liability
Balance at September 30, 2021	$ 443,357
Changes for the year:	
Service cost	29,407
Interest on total OEPB liability	10,346
Difference between expected and actual experience	(57,845)
Changes of assumptions and other inputs	(55,686)
Benefit payments	(35,187)
Net changes	(108,965)
Balance at September 30, 2022	$ 334,392

Changes of assumptions and other inputs reflect a change in the discount rate from 2.43 percent in 2021 to 4.77 percent in 2022.

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.77 percent) or 1-percentage-point higher (5.77 percent) than the current discount rate:

	1% Decrease 3.77%	Discount Rate 4.77%	1% Increase 5.77%
Total OPEB liability	$ 355,531	$ 334,392	$ 315,091

NOTE 3: OTHER INFORMATION (Continued)

Postemployment Health Care Benefits (Continued)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (4.0 percent decreasing to 3.5 percent) or 1-percentage-point higher (6.0 percent decreasing to 5.5 percent) than the current healthcare cost trend rates:

	1% Decrease (4.0% decreasing to 3.5%)	Health Care Cost Trend Rate (5.0% decreasing to 4.5%)	1% Increase (6.0% decreasing to 5.5%)
Total OPEB liability	$ 309,663	$ 334,392	$ 362,981

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of $49,147. At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 47,302	$ (64,161)
Changes of assumptions or other inputs	71,976	(61,912)
Total	$ 119,278	$ (126,073)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended September 30,	
2023	$ 9,394
2024	9,394
2025	9,394
2026	(549)
2027	(4,980)
Thereafter	(29,448)
Total	$ (6,795)

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REQUIRED SUPPLEMENTARY INFORMATION

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City of Treasure Island, Florida
Required Supplementary Information
Schedule of Changes in the City's Total OPEB Liability and Related Ratios

September 30,	2022	2021	2020	2019	2018
Total OPEB Liability					
Service cost	$ 29,407	$ 23,739	$ 38,194	$ 19,064	$ 20,630
Interest on total OEPB liability	10,346	9,323	26,089	11,862	6,260
Difference between expected and actual experience	(57,845)	-	(19,195)	-	133,177
Changes of assumptions and other inputs	(55,686)	(8,870)	81,593	(4,823)	(2,199)
Benefit payments	(35,187)	(32,997)	(64,439)	(21,751)	(23,291)
Other changes	-	-	18,003	2,588	2,141
Net change in total OPEB liability	(108,965)	(8,805)	80,245	6,940	136,718
Total OPEB liability - beginning	443,357	452,162	371,917	364,977	228,259
Total OPEB liability - ending	$ 334,392	$ 443,357	$ 452,162	$ 371,917	$ 364,977
Covered-employee payroll	$ 5,547,025	$ 4,711,071	$ 5,294,420	$ 4,882,312	$ 4,492,334
Total OPEB liability as a percentage of covered-employee payroll	6.03%	9.41%	8.54%	7.62%	8.12%

Notes to Schedule:

Note 1: GASB required information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information for only those years for information is available.

Note 2: The Plan's long-term expected rate of return and the discount used to determine the the total OPEB liability increased from 2.43% to 4.77%.

Note 3: The Plan's inflation rate used to determine the the total OPEB liability increased from 2.50% to 3.00%.

Note 4: There are no assets accumulated in a trust that meets the criteria of GASB codification P22.1010 or P52.101 to payrelated benefits for the OPEB plan.

City of Treasure Island, Florida
Schedule of Proportionate Share of Net Pension Liability – Florida Retirement System (Last 10 fiscal years)

	2022	2021	2020	2019	2018	2017	2016	2015
City's proportion of net pension liabilty (asset)	0.014915084%	0.015346822%	0.018563162%	0.017811185%	0.017248153%	0.017691499%	0.018311777%	0.015912654%
City's proportionate share of the net pension liability (asset)	$ 5,549,610	$ 1,159,278	$ 8,045,548	$ 6,133,924	$ 5,195,233	$ 5,233,027	$ 4,623,738	$ 2,055,333
City's covered payroll	$ 2,755,238	$ 2,756,865	$ 2,634,787	$ 2,497,865	$ 2,349,746	$ 2,313,204	$ 2,245,865	$ 2,257,738
City's proporationate share of the net pension liability (asset) as a percentage of its covered payroll	201.42%	42.05%	305.36%	245.57%	221.10%	226.22%	205.88%	91.04%
Plan fiduciary net position as a percentage of the total pension liability	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%

* The amounts presented for each Plan measurement year were determined as of 6/30.

Note 1: GASB required information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information for only those years for information is available.

Note 2: The Plan's fiduciary net position as a percentage of the total pension liabilty is published in Note 3 of the Plan's Annual Comprehensive Financial Report.

Note 3: During the plan year ended June 30, 2022, the investment return assumption for purposes of developing actuarially calculated contribution rates decreased from 6.80% to 6.70%

City of Treasure Island, Florida
Schedule of Proportionate Share of Net Pension Liability – Health Insurance Subsidy (Last 10 fiscal years)

	2022	2021	2020	2019	2018	2017	2016	2015
City's proportion of net pension liabiilty (asset)	0.007560399%	0.007617403%	0.007757302%	0.007449531%	0.007085356%	0.007173178%	0.007516286%	0.007338387%
City's proportionate share of the net pension liability (asset)	$ 800,767	$ 934,389	$ 947,154	$ 833,528	$ 800,767	$ 766,989	$ 875,992	$ 748,400
City's covered payroll	$ 2,755,238	$ 2,756,865	$ 2,634,787	$ 2,497,865	$ 2,349,746	$ 2,313,204	$ 2,245,865	$ 2,257,738
City's proporationate share of the net pension liability (asset) as a percentage of its covered payroll	29.06%	33.89%	35.95%	33.37%	34.08%	33.16%	39.00%	33.15%
Plan fiduciary net position as a percentage of the total pension liability	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%

* The amounts presented for each Plan measurement year were determined as of 6/30.

Note 1: GASB required information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information for only those years for information is available.

Note 2: The Plan's fiduciary net position as a percentage of the total pension liabilty is published in Note 3 of the Plan's Comprehensive Annual Financial Report.

City of Treasure Island, Florida
Schedule of Contributions –
Florida Retirement System (Last 10 fiscal years)

	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required contribution	$ 665,392	$ 604,234	$ 604,170	$ 559,529	$ 506,157	$ 464,877	$ 460,749	$ 387,964
Contributions in relation to the contractually required contribution	665,392	604,234	604,170	559,529	506,157	464,877	460,749	387,964
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 2,837,485	$ 2,756,865	$ 2,634,787	$ 2,497,865	$ 2,349,746	$ 2,313,204	$ 2,245,865	$ 2,257,738
Contributions as a percentage of covered payroll		21.92%	22.93%	22.40%	21.54%	20.10%	20.52%	17.18%

* The amounts presented for each Plan measurement year were determined as of 6/30.

Note 1: GASB required information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information for only those years for information is available.

City of Treasure Island, Florida
Schedule of Contributions –
Health Insurance Subsidy (Last 10 fiscal years)

	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required contribution	$ 47,101	$ 45,530	$ 44,426	$ 41,473	$ 39,015	$ 38,045	$ 37,281	$ 28,052
Contributions in relation to the contractually required contribution	47,101	45,530	44,426	41,473	39,015	38,045	37,281	28,052
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 2,837,485	$ 2,756,865	$ 2,634,787	$ 2,497,865	$ 2,349,746	$ 2,313,204	$ 2,245,865	# $ 2,257,738
Contributions as a percentage of covered payroll	1.66%	1.65%	1.69%	1.66%	1.66%	1.64%	1.66%	1.24%

* The amounts presented for each Plan measurement year were determined as of 6/30.

Note 1: GASB required information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information for only those years for information is available.

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COMBINING FINANCIAL STATEMENTS

The combining financial statements provide a more detailed view of the non-major funds that were combined in the basic financial statements.

A description of these non-major funds follows on the next page.

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NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

The ***Capital Projects Fund*** is used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition of capital assets.

The ***County Gas Tax Fund*** is financed through a six cent per gallon county gas tax. Expenditure is limited to road projects contained in the M.P.O. five-year transportation plan.

The ***Transportation Trust Fund*** accounts for revenues received from the Transportation Impact Fee established by Pinellas County and are restricted to expenditure for capital improvements and expansion of transportation facilities.

The ***Debt Service Fund*** is used to account for and report financial resources that are restricted, committed or assigned to expenditure for debt principal and debt payments.

City of Treasure Island, Florida
Combining Balance Sheet
Non-Major Governmental Funds
September 30, 2022

	Capital Projects	County Gas Tax	Transportation Trust	Debt Service	Total
ASSETS					
Cash and cash equivalents	$ (11,093)	$ 185,139	$ 12,817	$ 1,590	$ 188,453
Receivables:					
Due from other governments	38,628	22,338	-	-	60,966
Total assets	$ 27,535	$ 207,477	$ 12,817	$ 1,590	$ 249,419
LIABILITIES AND FUND BALANCES					
Liabilities:					
Total liabilities	-	-	-	-	-
FUND BALANCES:					
Restricted	27,535	207,477	12,817	-	247,829
Committed	-	-	-	1,590	1,590
Total fund balances	27,535	207,477	12,817	1,590	249,419
Total liabilities and fund balances	$ 27,535	$ 207,477	$ 12,817	$ 1,590	$ 249,419

City of Treasure Island, Florida
Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Non-Major Governmental Funds
Year ended September 30, 2022

	Capital Projects	County Gas Tax	Transportation Trust	Debt Service	Total
REVENUES					
Intergovernmental	$ 38,628	$ 90,973	$ -	$ -	$ 129,601
Investment Earnings	19	662	40	286	1,007
Total Revenues	38,647	91,635	40	286	130,608
EXPENDITURES					
Current:					
Public Works	-	114,508	-	-	114,508
Debt Service:					
Principal Retirement	-	-	-	757,503	757,503
Interest	-	-	-	211,103	211,103
Capital Outlay	32,505	-	-	-	32,505
Total Expenditures	32,505	114,508	-	968,606	1,115,619
Excess (deficiency) of revenues over expenditures	6,142	(22,873)	40	(968,320)	(985,011)
Other Financing Sources (Uses)					
Transfers In	-	-	-	968,610	968,610
Total other financing sources (uses)	-	-	-	968,610	968,610
Net change in fund balances	6,142	(22,873)	40	290	(16,401)
Fund Balances - Beginning	21,393	230,350	12,777	1,300	265,820
Fund Balances - Ending	$ 27,535	$ 207,477	$ 12,817	$ 1,590	$ 249,419

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SCHEDULES OF REVENUES,

EXPENDITURES AND CHANGES IN

FUND BALANCES – BUDGET AND ACTUAL

City of Treasure Island, Florida
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual
Capital Projects Fund
Year ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental	$ 1,205,500	$ 1,205,500	$ 38,628	$ (1,166,872)
Interest	-	-	19	19
Total Revenues	1,205,500	1,205,500	38,647	(1,166,853)
EXPENDITURES				
Capital Outlay	1,205,500	1,661,155	32,505	1,628,650
Total Expenditures	1,205,500	1,661,155	32,505	1,628,650
Net change in fund balances	-	(455,655)	6,142	461,797
Fund Balance - Beginning	21,393	21,393	21,393	-
Fund Balance - Ending	$ 21,393	$ (434,262)	$ 27,535	$ 461,797

City of Treasure Island, Florida
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual
County Gas Tax Fund
Year ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental:				
County Gas Tax	$ 100,000	$ 100,000	$ 90,973	$ (9,027)
Miscellaneous:				
Investment Earnings	4,000	4,000	662	(3,338)
Total Revenues	104,000	104,000	91,635	(12,365)
EXPENDITURES				
Current:				
Public Works	175,000	329,347	114,508	214,839
Total Expenditures	175,000	329,347	114,508	214,839
Net change in fund balances	(71,000)	(225,347)	(22,873)	202,474
Fund Balance - Beginning	230,350	230,350	230,350	-
Fund Balance - Ending	$ 159,350	$ 5,003	$ 207,477	$ 202,474

City of Treasure Island, Florida
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual
Transportation Trust Fund
Year ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Miscellaneous:				
Investment Earnings	$ -	$ -	$ 40	$ 40
Total Revenues	-	-	40	40
EXPENDITURES				
Capital Outlay	-	25,124	-	25,124
Total Expenditures	-	25,124	-	25,124
Net change in fund balances	-	(25,124)	40	25,164
Fund Balance - Beginning	12,777	12,777	12,777	-
Fund Balance - Ending	$ 12,777	$ (12,347)	$ 12,817	$ 25,164

City of Treasure Island, Florida
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual
Debt Service Fund
Year ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Miscellaneous:				
Investment Earnings	$ -	$ -	$ 286	$ 286
Total Revenues	-	-	286	286
EXPENDITURES				
Debt Service:				
Principal Retirement	757,505	757,505	757,503	2
Interest	211,105	211,105	211,103	2
Total Expenditures	968,610	968,610	968,606	4
Excess (deficiency) of revenues over (under) expenditures	(968,610)	(968,610)	(968,320)	290
Other Financing Sources (Uses)				
Transfers In	968,610	968,610	968,610	-
Total other financing sources (uses)	968,610	968,610	968,610	-
Net change in fund balances	-	-	290	(290)
Fund Balance - Beginning	1,300	1,300	1,300	-
Fund Balance - Ending	$ 1,300	$ 1,300	$ 1,590	$ (290)

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III. STATISTICAL SECTION

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STATISTICAL SECTION

This part of the City of Treasure Island's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents **Page**

Financial Trends ..... 116 – 121

These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity ..... 124 – 127

These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.

Debt Capacity ..... 130 – 133

These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information ..... 136 – 137

These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information ..... 140 – 142

These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

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FINANCIAL TRENDS

City of Treasure Island, Florida
Net Position by Component -
Last Ten Fiscal Years

September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Governmental activities:										
Net investment in capital assets	$61,123,238	$58,146,368	$57,132,749	$58,239,009	$58,441,065	$55,708,180	$55,418,462	$55,452,891	$55,775,791	$55,035,870
Committed	1,153,352	-	-	-	-	-	-	-	-	-
Restricted	2,630,754	4,876,220	3,811,449	3,465,854	3,168,963	3,606,871	3,340,941	3,455,213	1,905,886	2,194,764
Unrestricted	5,149,656	2,387,843	1,254,619	342,862	236,155	302,115	(262,014)	(531,730)	2,475,352	2,820,014
Total governmental activites net assets	70,057,000	65,410,431	62,198,817	62,047,725	61,846,183	59,617,166	58,497,389	58,376,374	60,157,029	60,050,648
Business-type activities:										
Net investment in capital assets	14,457,397	13,167,046	11,422,096	10,241,415	9,762,309	8,175,686	7,867,811	5,533,880	5,537,038	4,930,183
Unrestricted	6,155,174	5,706,566	6,161,550	6,252,115	5,881,885	5,576,682	4,088,107	4,970,944	3,816,248	3,170,981
Total business-type activities net assets	20,612,571	18,873,612	17,583,646	16,493,530	15,644,194	13,752,368	11,955,918	10,504,824	9,353,286	8,101,164
Primary government:										
Net investment in capital assets	75,580,635	71,313,414	68,554,845	68,480,424	68,203,374	63,883,866	63,286,273	60,986,771	61,312,829	59,966,053
Committed	1,153,352	-	-	-	-	-	-	-	-	-
Restricted	2,630,754	4,876,220	3,811,449	3,465,854	3,168,963	3,606,871	3,340,941	3,455,213	1,905,886	2,194,764
Unrestricted	11,304,830	8,094,409	7,416,169	6,594,977	6,118,040	5,878,797	3,826,093	4,439,214	6,291,600	5,990,995
Total primary government net position	$ 90,669,571	$ 84,284,043	$ 79,782,463	$ 78,541,255	$ 77,490,377	$ 73,369,534	$ 70,453,307	$ 68,881,198	$ 69,510,315	$ 68,151,812

City of Treasure Island, Florida
Changes in Net Position -
Last Ten Fiscal Years

September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
EXPENSES										
Governmental activities:										
General government	$4,431,208	$4,337,630	$4,195,663	$4,105,708	$3,545,736	$3,445,797	$3,023,297	$3,100,750	$3,059,328	$2,616,740
Public Safety	6,191,198	5,643,952	7,143,218	6,551,349	5,200,712	4,764,149	4,813,545	4,107,508	4,294,575	4,438,408
Public Works	2,857,125	2,435,151	2,837,633	2,437,780	2,483,434	2,393,235	2,738,271	2,217,027	2,173,996	2,021,674
Culture and recreation	2,039,314	1,823,170	1,761,200	1,890,558	1,765,960	1,470,607	1,325,097	1,285,986	1,258,982	1,203,034
Interest on Long-term Debt	215,427	237,234	135,859	94,859	109,630	126,775	143,452	146,784	142,560	201,965
Total governmental activities expenses	15,734,272	14,477,137	16,073,573	15,080,254	13,105,471	12,200,563	12,043,662	10,858,055	10,929,441	10,481,821
Business-type activities:										
Wastewater	4,998,257	4,572,026	4,206,669	3,929,700	3,295,676	3,346,250	3,404,087	3,291,043	3,470,698	3,414,281
Solid Waste	2,347,496	2,265,516	2,237,153	2,311,942	2,047,546	1,750,506	1,815,631	1,713,922	1,752,275	1,523,329
Stormwater Management	778,742	694,961	668,754	653,787	536,963	504,116	468,424	475,098	414,394	368,207
Total business-type activities expenses	8,124,495	7,532,503	7,112,576	6,895,429	5,880,185	5,600,873	5,688,142	5,480,063	5,637,367	5,305,817
Total primary government expenses	$ 23,858,767	$ 22,009,639	$ 23,186,149	$ 21,975,683	$ 18,985,658	$ 17,801,435	$ 17,731,804	$ 16,338,118	$ 16,566,808	$ 15,787,638
PROGRAM REVENUES										
Governmental activities:										
Charges for services:										
General government	$1,233,176	$ 1,154,402	$ 1,200,760	$ 1,324,774	$ 1,207,380	$ 1,138,648	$ 1,147,967	$ 1,094,673	$ 1,080,323	$ 929,436
Public Safety	2,070,442	2,146,846	1,566,068	1,725,603	1,688,959	1,482,003	1,249,625	1,484,615	992,829	887,987
Public Works	1,601,966	1,499,644	1,224,821	952,320	718,683	680,712	510,674	440,751	373,516	308,578
Culture and recreation	743,345	575,755	497,822	590,617	565,289	496,084	469,916	521,691	511,979	493,634
Operating Grants and Contributions	1,880,311	533,537	101,797	31,261	2,680	5,989	5,702	5,002	4,942	42,482
Capital Grants and Contributions	38,628	-	411,526	343,899	827,371	683,521	377,723	1,125,996	-	228,852
Total Governmental Activities Program Revenues	$7,567,868	5,910,184	5,002,794	4,968,474	5,010,363	4,486,957	3,761,607	4,672,728	2,963,589	2,890,969
Business-type activities:										
Capital Grants and Contributions	356,851	39,567	57,599	47,008	315,015	389,723	344,508	417,734	533,375	144,765
Charges for services:										
Wastewater	5,573,882	5,032,794	4,645,754	4,384,406	4,160,144	4,149,533	4,081,892	3,983,203	3,915,615	3,620,957
Solid Waste	2,386,438	2,270,091	2,150,560	2,115,123	2,123,493	1,848,792	1,807,889	1,799,927	1,764,988	1,754,570
Stormwater Management	1,483,183	1,354,834	1,235,790	1,119,167	1,001,067	925,342	824,566	830,715	643,715	592,602
Total business-type activities Program Revenues	9,800,354	8,697,286	8,089,703	7,665,704	7,599,719	7,313,390	7,058,855	7,031,579	6,857,693	6,112,894
Total Primary Government Program Revenues	$17,368,222	$ 14,607,470	$ 13,092,497	$ 12,634,178	$ 12,610,083	$ 11,800,347	$ 10,820,462	$ 11,704,307	$ 9,821,282	$ 9,003,863
NET (EXPENSE) REVENUE										
Governmental Activities	(8,166,404)	(8,566,953)	(11,070,779)	(10,111,780)	(8,095,111)	(7,713,606)	(8,282,055)	(6,185,327)	(7,965,852)	(7,590,852)
Business-type Activities	1,675,859	1,164,783	977,127	770,275	1,719,534	1,712,517	1,370,713	1,551,516	1,220,326	807,077
Total Primary Government Net Expense	$ (6,490,545)	$ (7,402,169)	$ (10,093,652)	$ (9,341,505)	$ (6,375,577)	$ (6,001,089)	$ (6,911,342)	$ (4,633,811)	$ (6,745,526)	$ (6,783,775)

City of Treasure Island, Florida
Governmental Activities Tax Revenues by Source - (Accrual Basis of Accounting)

September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
GENERAL REVENUES AND OTHER CHANGES IN NET ASSETS										
Governmental activities:										
Ad Valorem Taxes	$ 8,224,289	$ 7,387,916	$ 6,961,096	$ 6,148,249	$ 5,584,737	$ 5,144,646	$ 4,793,125	$ 4,485,887	$ 4,213,370	$ 3,785,535
Franchise Fees	807,617	756,809	745,027	767,835	713,777	1,041,247	682,507	724,311	710,361	665,446
Utility Taxes	1,267,207	1,222,934	1,180,502	1,149,525	1,067,000	678,268	1,035,446	1,007,967	1,018,239	960,772
Unrestricted Intergovernmental Revenues:										
Communications Services Tax	277,079	273,118	295,970	305,664	336,868	338,122	342,861	349,246	352,080	366,088
Half-cent Sales Tax	558,945	498,648	426,052	451,105	441,284	428,621	426,212	411,008	387,375	369,364
Infrastructure Sales Surtax	1,004,193	865,583	757,881	838,139	796,662	751,856	731,449	695,465	646,122	605,417
State Shared Revenues	253,326	205,503	188,131	197,161	192,859	189,156	186,700	201,809	183,605	182,375
Other	191,793	144,584	106,368	121,105	122,772	125,463	126,617	141,228	117,889	106,492
Miscellaneous Revenues	178,687	267,030	406,182	136,529	1,037,484	81,018	56,333	82,414	56,376	78,280
Unrestricted investment earnings	49,835	156,444	154,662	198,010	102,195	54,986	21,820	21,920	21,835	13,105
Total governmental activities	12,812,971	11,778,569	11,221,871	10,313,322	10,395,637	8,833,383	8,403,070	8,121,255	7,707,252	7,132,874
Business-type activities:										
Unrestricted Investment Earnings	21,006	54,786	79,296	95,552	57,230	30,001	10,463	14,784	7,281	2,844
Miscellaneous	42,096	70,395	33,695	(16,491)	131,838	53,931	69,918	8,241	24,515	12,800
Total business-type activities	63,102	125,181	112,989	79,061	189,068	83,932	80,381	23,025	31,796	15,644
Total primary government revenues	12,876,073	11,903,750	11,334,860	10,392,383	10,584,705	8,917,315	8,483,451	8,144,280	7,739,048	7,148,518
CHANGE IN NET POSITION										
Governmental activities:	4,646,567	3,211,617	151,092	201,542	2,300,526	1,119,777	121,015	1,935,927	(258,600)	(457,978)
Business-type activities:	1,738,961	1,289,966	1,090,116	849,336	1,908,602	1,796,450	1,451,094	1,574,542	1,252,122	822,721
Total primary government	$ 6,385,528	$ 4,501,583	$ 1,241,208	$ 1,050,878	$ 4,209,128	$ 2,916,227	$ 1,572,109	$ 3,510,469	$ 993,522	$ 364,743

City of Treasure Island, Florida
Fund Balances of Government Funds – Last Ten Fiscal Years

September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General Fund:										
Nonspendable	$ 1,432	$ 8,890	$ 47,893	$ 5,352	$ 32,279	$ 17,414	$ 10,623	$ 9,851	$ 85,298	$ 150,447
Restricted	13,950	13,950	13,950	-	1,477,702	1,116,276	800,068	638,291	136,378	-
Committed	698,890	1,264,168	819,885	592,289	-	-	-	-	-	-
Assigned	4,611,634	3,794,875	3,257,151	2,728,993	1,990,218	2,086,390	1,650,430	1,185,302	1,124,155	1,467,556
Unassigned	6,249,561	3,891,195	4,476,911	3,168,378	3,436,675	3,073,851	2,668,605	2,595,893	2,045,722	1,940,223
Total General Fund	11,575,467	8,973,078	8,615,790	6,495,012	6,936,874	6,293,931	5,129,726	4,429,337	3,391,553	3,558,226
All Other Governmental Funds:										
Nonspendable	-	-	2,316	-	-	-	-	-	-	-
Restricted	2,616,804	1,921,693	3,809,133	3,465,854	1,691,261	2,490,595	2,540,873	2,816,921	1,769,508	2,194,764
Committed	1,125,817	2,954,528	-	-	-	-	-	-	-	-
Total all other Governmental Funds	$ 3,742,621	$ 4,876,221	$ 3,811,449	$ 3,465,854	$ 1,691,261	$ 2,490,595	$ 2,540,873	$ 2,816,921	$ 1,769,508	$ 2,194,764

City of Treasure Island, Florida
Changes in Fund Balances of Government Funds – Last Ten Fiscal Years

September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
REVENUES:										
Ad Valorem Taxes	$ 8,224,289	$ 7,387,916	$ 6,961,096	$ 6,148,249	$ 5,584,737	$ 5,144,646	$ 4,793,125	$ 4,485,887	$ 4,213,370	$ 3,785,535
Franchise Fees	807,617	756,809	745,027	767,834	713,776	678,268	682,507	724,311	710,361	665,446
Utility Services Taxes	1,267,207	1,222,934	1,180,502	1,149,525	1,067,000	1,041,247	1,035,446	1,007,967	1,018,239	960,772
Business Taxes & Permits	929,290	935,990	730,246	1,121,391	1,139,679	991,670	801,697	1,056,216	579,822	394,422
Intergovernmental	4,120,813	2,465,726	2,250,407	2,288,334	2,720,495	2,522,727	2,197,263	2,929,754	1,692,013	1,722,078
Charges for Service	4,534,962	4,282,503	3,559,760	3,293,309	2,932,465	2,671,553	2,475,227	2,402,469	2,279,237	2,077,507
Fines & Forfeitures	261,755	187,585	199,465	178,930	108,533	134,485	101,257	83,268	99,588	140,968
Miscellaneous Revenue	199,055	440,239	588,260	278,553	1,125,561	108,436	66,746	98,531	74,972	294,226
Total Revenues	20,344,988	17,679,702	16,214,763	15,226,125	15,392,246	13,293,032	12,153,267	12,788,403	10,667,602	10,040,954
EXPENDITURES:										
General Government	2,755,941	2,551,454	2,487,241	2,805,424	2,344,389	2,258,524	1,841,626	1,872,027	1,709,359	1,474,024
Public Safety	6,165,572	6,326,446	5,906,773	5,507,857	4,833,878	4,441,029	4,537,913	4,273,937	4,248,038	4,387,786
Public Works	2,092,154	1,953,870	1,982,403	2,116,718	2,204,174	2,130,287	1,930,170	1,924,440	2,007,034	1,899,133
Culture & Recreation	1,926,610	1,729,719	1,706,915	1,717,155	1,614,130	1,331,022	1,200,822	1,156,800	1,148,905	1,106,800
Debt Service:										
Principal retirement	868,574	765,317	372,263	830,497	1,538,945	845,394	824,716	379,226	369,166	309,799
Interest	215,427	237,234	135,859	94,859	109,630	126,775	143,452	146,784	142,560	201,965
Capital Outlay	4,887,770	2,702,651	9,166,835	879,239	3,337,172	1,073,382	1,269,907	2,765,573	2,002,690	5,489,993
Total Expenditures	18,912,048	16,266,691	21,758,289	13,951,750	15,982,318	12,206,413	11,748,606	12,518,787	11,627,752	14,869,500
Excess of Revenues over (under) Expenditures	1,432,940	1,413,011	(5,543,526)	1,274,375	(590,072)	1,086,617	404,662	269,616	(960,150)	(4,828,546)
OTHER FINANCING SOURCES (USES)										
Debt proceeds (payments)	-	-	8,000,000	-	419,929	-	-	1,810,000	-	-
Transfers in	1,461,469	3,377,762	1,634,793	1,479,759	-	246,071	3,429	4,690	1,037,596	255,740
Transfers out	(1,461,469)	(3,372,762)	(1,634,793)	(1,479,759)	-	(246,071)	(3,429)	(4,690)	(1,037,596)	(255,740)
Sale of capital assets	35,851	4,050	9,900	58,355	13,753	27,310	19,680	5,580	3,240	28,160
Total other financing sources (uses)	35,851	9,050	8,009,900	58,355	433,682	27,310	19,680	1,815,580	3,240	28,160
Net change in fund balances	$ 1,468,791	$ 1,422,061	$ 2,466,374	$ 1,332,730	$ (156,390)	$ 1,113,927	$ 424,342	$ 2,085,196	$ (956,910)	$ (4,800,386)
Debt Service as a percentage of non-capital expenditures, excluding transfers, special items and prior period adjustments.	8%	7%	4%	7%	13%	9%	9%	5%	5%	5%

City of Treasure Island, Florida
General Government Tax Revenues by Source – Last Ten Fiscal Years

	TOTAL TAXES[1]	AD VALOREM TAXES	FRANCHISE TAXES	UTILITY SERVICE TAXES
2013	5,411,753	3,785,535	665,446	960,772
2014	5,941,970	4,213,370	710,361	1,018,239
2015	6,218,165	4,485,887	724,311	1,007,967
2016	6,511,077	4,793,125	682,507	1,035,445
2017	6,864,160	5,144,645	678,268	1,041,247
2018	7,365,513	5,584,737	713,777	1,067,000
2019	8,065,610	6,148,249	767,835	1,149,525
2020	8,886,625	6,961,096	745,027	1,180,502
2021	9,367,659	7,387,916	756,809	1,222,934
2022	10,299,113	8,224,289	807,617	1,267,207

(1) Includes the General Fund and all Special Revenue Funds.

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REVENUE CAPACITY

City of Treasure Island, Florida
Assessed and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years

Fiscal Year[1]	Real Property Residential Property	Real Property Commercial Property	Personal Property	Less: Tax Exempt Property	Total Taxable Value	Total Assessed Value	Property Tax Rate[2]	Estimated Actual Taxable Value
2013	1,283,389	266,735	19,438	324,585	1,244,977	1,421,723	3.1368	1,672,615
2014	1,317,130	269,451	19,404	305,286	1,300,699	1,473,707	3.3368	1,733,773
2015	1,348,755	422,851	19,697	401,693	1,389,610	1,563,429	3.3368	1,839,328
2016	1,456,888	455,156	20,029	444,972	1,487,100	1,664,198	3.3368	1,957,880
2017	1,581,763	510,824	18,304	515,868	1,595,023	1,777,020	3.3368	2,090,612
2018	1,689,375	565,728	20,101	541,656	1,733,489	1,922,362	3.3368	2,261,602
2019	1,770,220	614,719	21,432	554,421	1,851,913	2,042,583	3.4368	2,403,039
2020	1,873,787	676,781	21,707	578,616	1,993,608	2,190,522	3.6129	2,577,085
2021	1,943,429	708,449	21,580	561,481	2,111,978	2,309,590	3.6129	2,717,165
2022	2,235,325	507,520	23,366	211,820	2,554,391	2,766,211	3.8129	3,254,366

(1) City's fiscal year taxes are based on County's prior calendar year assessments.

(2) Property Tax Rate (millage) is per $1,000 of taxable value

SOURCE: Tax Roll Certification Recapitulation
Pinellas County Property Appraiser's Office

City of Treasure Island, Florida
Property Tax Rates and Tax Levies –
Direct and Overlapping Governments –
Last Ten Fiscal Years

	CITY OF TREASURE ISLAND			OVERLAPPING RATES					
				COUNTY					TOTAL
FISCAL YEAR	OPERATING MILLAGE	DEBT SERVICE MILLAGE	TOTAL CITY MILLAGE	OPERATING MILLAGE	DEBT SERVICE MILLAGE	TOTAL COUNTY MILLAGE	TOTAL SCHOOL MILLAGE	SPECIAL DISTRICTS	DIRECT & OVERLAPPING RATES
2013	3.1368	-	3.1368	5.0727	-	5.0727	8.3020	2.2192	18.7307
2014	3.3368	-	3.3368	5.3377	-	5.3377	8.0600	2.2117	18.9462
2015	3.3368	-	3.3368	5.3377	-	5.3377	7.8410	2.1957	18.7112
2016	3.3368	-	3.3368	5.3537	-	5.3537	7.7700	2.1627	18.6232
2017	3.3368	-	3.3368	5.3527	-	5.3527	7.3180	2.1456	18.1531
2018	3.3368	-	3.3368	5.3740	-	5.3740	7.0090	2.1270	17.8468
2019	3.4368	-	3.4368	5.3740	-	5.3740	6.7270	2.1094	17.6472
2020	3.6129	-	3.6129	5.3740	-	5.3740	6.5840	2.0940	17.6649
2021	3.6129	-	3.6129	5.3740	-	5.3740	6.4270	2.0808	17.4947
2022	3.8129	-	3.8129	4.8188	-	4.8188	5.9630	1.9753	16.5700

SOURCE: Pinellas County Tax Collector

City of Treasure Island, Florida
Principal Property Taxpayers – Current Year and Ten Years Ago

TAXPAYER	Fiscal Year 2022 2021 TAXABLE VALUE	RANK	PERCENTAGE OF TOTAL TAXABLE VALUE	Fiscal Year 2013 2012 TAXABLE VALUE	RANK	PERCENTAGE OF TOTAL TAXABLE VALUE
Treas Island LLC	$ 22,750,000	1	1.02%	$ 5,282,556	6	0.42%
Treasure Res LLC	21,597,662	2	0.97%	14,928,061	1	1.20%
Which Treasure Island Owner LLC	20,450,938	3	0.92%			
Thunderbird TI Holdings LLC	11,850,000	4	0.53%			
Dolphin Reef LLC	9,664,367	5	0.43%			
Properties of TI LLC	8,488,500	6	0.38%			
Publix Super Markets INC	8,265,000	7	0.37%	7,405,827	3	0.59%
SFMB Treasure Island Property LLC	7,621,484	8	0.34%			
Treasure Island Palms LLC	7,590,000	9	0.34%	3,850,000	8	0.31%
Sunset Bay Properties LLC	7,100,000	10	0.32%	5,335,000	4	0.43%
TI Resort LLC	-		-	10,568,843	2	0.85%
King, Henry G Tre	-		-	5,335,000	5	0.43%
Gulf Golf Development, LLC	-		-	4,249,763	7	0.34%
Sand Pebble Resport of Treasure				3,792,440	9	0.30%
Treasure Island Yacht & Tennis	-		-	3,614,598	10	0.29%
SUB-TOTAL:	125,377,951		5.62%	64,362,088		5.17%
ALL OTHERS:	2,106,483,098		94.38%	1,180,615,106		94.83%
TOTAL:	$ 2,231,861,049		100.00%	$ 1,244,977,194		100.00%

NOTES: The 2021 tax roll was the basis for ad valorem tax receipts received during FY 2022 and the 2012 tax roll was the basis for ad valorem tax receipts received during FY 2013

SOURCE: Pinellas County Property Appraiser, Real Estate Taxes not including TPP

City of Treasure Island, Florida
Property Tax Levies and Collections - Last Ten Fiscal Years

	COLLECTIONS WITHIN THE FISCAL YEAR OF LEVY				TOTAL COLLECTIONS TO DATE	
FISCAL YEAR	TAX LEVY	AMOUNT	PERCENT OF LEVY	COLLECTIONS IN SUBSEQUENT YEARS	AMOUNT	PERCENT OF CURRENT LEVY
2013	3,905,244	3,781,450	96.8%	4,085	3,785,535	96.9%
2014	4,340,171	4,210,245	97.0%	3,125	4,213,370	97.1%
2015	4,636,851	4,481,472	96.6%	4,415	4,485,887	96.7%
2016	4,962,155	4,789,471	96.5%	3,654	4,793,125	96.6%
2017	5,322,273	5,143,630	96.6%	1,015	5,144,645	96.7%
2018	5,784,308	5,571,486	96.3%	13,251	5,584,737	96.5%
2019	6,364,657	6,145,404	96.6%	2,845	6,148,249	96.6%
2020	7,202,878	6,954,360	96.5%	6,736	6,961,096	96.6%
2021	7,630,365	7,368,482	96.6%	19,433	7,387,915	96.8%
2022	8,509,863	8,214,108	96.5%	10,181	8,224,289	96.6%

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DEBT CAPACITY

City of Treasure Island, Florida
Ratios or Outstanding Debt by Type – Last Ten Fiscal Years

Fiscal Year	Governmental Activities	Business-Type Activities			Total Business-Type Activities	Total Primary Government	Percentage of Personal Income	Government Activities Debt Per Capita	Business-Type Activities Debt Per Capita	Total Debt Per Capita
	Revenue Bonds	State Revolving Loan Fund	Revenue Bonds	Capital Leases						
2013	5,276,267	736,933	-	-	736,933	6,013,200	1.92%	787.15	109.94	897.09
2014	4,907,101	1,020,244	-	-	1,020,244	5,927,345	1.88%	723.55	150.43	873.98
2015	6,337,875	999,189	-	-	999,189	7,337,064	2.28%	933.41	147.16	1,080.57
2016	5,513,159	956,591	-	-	956,591	6,469,750	1.80%	810.16	140.57	950.73
2017	4,667,765	1,430,481	-	-	1,430,481	6,098,246	1.58%	676.19	207.23	883.42
2018	3,548,749	1,369,610	-	-	1,369,610	4,918,359	1.19%	500.81	193.28	694.10
2019	2,718,252	1,298,735	-	-	1,298,735	4,016,987	0.91%	374.78	179.06	553.84
2020	10,345,989	1,226,475	-	-	1,226,475	11,572,464	2.87%	1,454.11	172.38	1,626.49
2021	9,580,672	1,152,799	-	-	1,152,799	10,733,471	2.37%	1,386.49	166.83	1,553.32
2022	8,712,098	1,077,670	-	-	1,077,670	9,789,768	2.13%	1,322.82	163.63	1,486.45

City of Treasure Island, Florida
Direct and Overlapping Governmental Activities Debt

GOVERNMENTAL UNIT	NET DEBT OUTSTANDING	APPLICABLE TO CITY OF TREASURE ISLAND PERCENT [1]	APPLICABLE TO CITY OF TREASURE ISLAND AMOUNT
Direct Debt			
Loans	$ 8,712,098	100%	$ 8,712,098
Total direct debt	**$ 8,712,098**		**8,712,098**
Overlapping Debt			
Bonded Debt:			
Pinellas County Government	$ 6,318,081	2.28%	$ 143,945
Capital Leases:			
Pinellas County School Board	9,314,547	2.28%	$ 212,214
Pinellas County Government	$ 35,905,598	2.28%	$ 818,039
Total overlapping debt[2]	**$ 51,538,226**		**$ 1,174,198**
Total direct and overlapping debt	**$ 60,250,324**		**$ 9,886,296**
Overall debt to FY 2021 taxable value[3]			2.70%
Overall debt to per capita[4]			$ 1,501

(1) Applicable net debt percentage is based on ratio of City to County taxable values.

(2) The City of Treasure Island is not responsible for the debt of the County or School Board.

(3) 2021 taxable value was used to compute the FY 2022 budget.

(4) 2022 permanent Treasure Island population is estimated at 6586

City of Treasure Island, Florida
Legal Debt Margin Information – Last Ten Fiscal Years

LEGAL DEBT MARGIN - TOTAL DEBT[1]	9/30/22	9/30/21	09/30/20	09/30/19	09/30/18	09/30/17	09/30/16	09/30/15	09/30/14	9/30/13
Assessed Valuation of Tax Base[2]	$ 2,594,391,138	$ 2,309,590,687	$ 2,190,522,405	$ 2,042,582,845	$ 1,922,362,364	$ 1,777,019,734	$ 1,644,198,313	$ 1,563,428,668	$ 1,300,698,703	$ 1,244,977,194
Debt Limit-3.5% of Assessed Valuation	89,403,690	80,835,674	76,668,284	71,490,400	67,282,683	62,195,691	57,546,941	54,720,003	45,524,455	43,574,202
Amount of Debt Applicable to Debt Limit: Total Outstanding Principal	9,789,769	10,733,471	11,572,464	4,016,987	4,918,360	6,098,247	6,469,750	7,337,064	5,927,345	736,933
LEGAL DEBT MARGIN	$ 79,613,921	$ 70,102,203	$ 65,095,820	$ 67,473,413	$ 62,364,323	$ 56,097,444	$ 51,077,191	$ 47,382,939	$ 39,597,110	$ 42,837,269
LEGAL DEBT MARGIN - ANNUAL DEBT[1]										
Revenues Applicable to Debt Limit										
Total City Revenues	$ 30,244,292	$ 26,511,222	$ 24,427,357	$ 23,029,240	$ 23,194,786	$ 20,963,728	$ 19,303,912	$ 19,848,587	$ 17,560,330	$ 19,637,181
Less: State Revenue Sharing	253,326	205,503	188,131	197,161	192,859	189,156	186,700	201,809	183,605	182,375
Causeway Revenue	-	-	-	-	-	-	-	-	-	-
Total Revenues Applicable to Debt Limit:	29,990,966	26,305,719	24,239,226	22,832,079	23,001,927	20,774,572	19,117,212	19,646,778	17,376,725	19,454,806
Debt Limit: 20% of Total Revenues	5,998,193	5,261,144	4,847,845	4,566,416	4,600,385	4,154,914	3,823,442	3,929,356	3,475,345	3,890,961
Amount of Debt Applicable to Debt Limit: Current Debt Service[3]	1,180,686	1,099,238	604,808	1,022,042	1,736,568	1,040,669	1,036,647	559,717	559,533	-
LEGAL DEBT MARGIN	$ 4,817,507	$ 4,161,906	$ 4,243,037	$ 3,544,374	$ 2,863,817	$ 3,114,245	$ 2,786,795	$ 3,369,639	$ 2,915,812	$ 3,890,961

(1) Article IV, Section 4.10, Paragraph (b) (1) and (b) (2) of the City Charter specifically excludes Causeway debt from the Legal Debt Margin Computations.

(2) Assessed valuation per the DR-403V, the number reported prior to 2015 was the taxable vs assessed value.

(3) The Central Beach Trail BB&T Loan was paid off as of the 5/1/2018 payment date by paying off the loan to include a payment of $667,597 in addition to the debt service payment.

City of Treasure Island, Florida
Pledged Revenue Coverage –
Wastewater Fund –
Last Ten Fiscal Years

	GROSS REVENUE	EXPENSE[1]	NET REVENUE AVAILABLE FOR DEBT SERVICE	DEBT SERVICE REQUIREMENTS[2]			COVERAGE
				PRINCIPAL	INTEREST	TOTAL	
2013	3,620,957	3,161,795	459,162	-	-	-	n/a
2014	3,915,615	3,168,244	747,371	36,640	11,166	47,806	15.63
2015	3,983,203	3,013,693	969,510	21,055	26,974	48,029	20.19
2016	4,081,892	3,115,100	966,792	42,598	25,902	68,499	14.11
2017	4,149,533	2,973,322	1,176,211	43,721	24,778	68,499	17.17
2018	4,160,144	2,903,698	1,256,446	60,871	27,116	87,987	14.28
2019	4,384,406	3,488,284	896,122	70,876	25,811	96,687	9.27
2020	4,645,754	3,743,574	902,180	72,260	24,427	96,687	9.33
2021	5,032,794	4,089,678	943,116	73,676	23,011	96,687	9.75
2022	5,573,882	4,457,251	1,116,631	75,128	21,559	96,687	11.55

[1] Exclusive of Depreciation, Bond Interest and Transfers to Other Funds.

A State Revolving Loan required repayment in June 2014 and a second State Revolving Loan will requirement repayment beginning in October 2017.

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DEMOGRAPHIC AND ECONOMIC INFORMATION

City of Treasure Island, Florida
Demographic and Economic Statistics – Last Ten Fiscal Years

	Population[1]	Total City Personal Income[2]	Median Household Income[2]	Per Capita Personal Income[2]	Median Age[2]	Average Years of Formal Schooling[3]	Percentage of Bachelors Degree or Higher[3]	Public School Enrollment[4]	Unemployment Rate[5]
2013	6,703	312,829,010	-	46,670	56.5	13.88	-	233	7.4
2014	6,782	316,095,456	-	46,608	57.9	14.00	-	217	6.4
2015	6,790	321,669,460	-	47,374	58.3	14.00	-	216	5.7
2016	6,805	359,079,435	56,699	52,767	58.5	15.00	42.6%	198	4.4
2017	6,903	387,065,016	61,461	56,072	59.3	15.00	42.2%	199	3.1
2018	7,086	411,781,632	65,204	58,112	56.2	15.00	42.7%	198	3.5
2019	7,253	442,063,097	75,083	60,949	56.2	15.00	44.1%	168	3.0
2020	7,115	403,676,640	74,185	56,736	60.1	15.00	45.1%	135	6.1
2021	6,910	452,909,040	80,840	65,544	60.6	15.00	45.0%	127	5.2
2022	6,586	458,635,868	79,491	69,638	61.5	15.00	43.1%	134	2.4

Data Sources

(1) U.S. Census Bureau estimate and the University of Florida Bureau of Economic and Business Research between census.

(2) Pinellas County Economic Development, Treasure Island Demographics as of 2020

(3) Estimate based on educational attainment figures for population 25 years and over, U.S. Census Bureau and Pinellas County Economic Development for 2010 through 2019. Townchartscom/Florida/Education/Treasure-Island-city-FL-Education-data.html and US Census for 2011-2016.

(4) Public Pinellas County School District's demographer, K-12 school counts taken end of September 2010 to 2019

(5) Pinellas County Economic Indicators 2020
Pinellas County Economic Development Data for 2015-2019

City of Treasure Island, Florida
Principal Employers –
Current Year and Ten Years Ago

	2022			2013		
Employer Name	Number of * Employees	Rank	Percentage of Total City Employment	Number of * Employees	Rank	Percentage of Top 10 City Employment
Publix Super Market, Inc.	140	1	7.78%	114	2	4.18%
City of Treasure Island	122	2	6.78%	115	1	4.22%
Middle Grounds Grill LLC	81	3	4.50%	66	5	2.42%
JERAPCO INC dba VIP Lounge & Restaurant	69	4	3.83%			
Pour Behavior LLC dba The Saint	43	5	2.39%			
Pizaella LLC dba Britts Pizza	27	6	1.50%			
Treasure Island R Bar LLC	22	7	1.22%			
NOVA Hotel Renovation & Construction	21	8	1.17%			
Foxy's Beach Café INC	20	9	1.11%			
Animal Hospital of Treasure Island	16	10	0.89%			
Allied Specialty Insurance				65	6	2.38%
Bilmar Beach Resort				60	9	2.20%
Caddy's				65	6	2.38%
Gators Café & Saloon				95	3	3.48%
Sloppy Joe's				65	6	2.38%
The Club at Treasure Island				81	4	2.97%
Thunderbird, Castle Best Western				50	10	1.83%
Top 10 City Employment Total	561			776		
Total City Employment Total**	1,800			2726		

* Source : Pinellas County Economic Development
** estimate not seasonally adjusted

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OPERATING INFORMATION

City of Treasure Island, Florida
City Employees by Function -
Last Ten Fiscal Years

September 30,	2022	2021	2020	2019	2018*	2017	2016	2015	2014	2013
FUNCTION										
General Government	14.40	15.68	13.00	11.95	11.98	12.00	12.00	12.00	12.00	11.50
Public Safety										
Police	24.40	23.30	24.73	23.60	24.10	23.00	23.00	23.00	23.00	26.50
Fire	17.85	17.35	17.43	14.93	14.58	14.50	14.50	14.50	14.50	13.50
Community Improvement	7.20	6.80	6.60	6.20	5.05	7.00	7.00	6.00	6.00	6.00
Public Works										
Equipment & Vehicle Maint.	0.60	0.75	0.65	0.65	0.65	1.55	1.55	2.30	2.30	2.30
Beautification/Beach Maint.	1.90	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Municipal Facilities	8.80	7.75	8.76	8.76	8.76	14.15	14.15	14.65	14.65	14.65
Causeway	6.675	7.66	8.42	8.42	8.40	5.55	5.55	5.05	5.05	4.55
Wastewater	5.00	5.30	5.50	5.70	5.70	7.90	7.90	8.00	8.00	8.00
Solid Waste	9.85	9.35	9.93	9.93	9.93	9.60	9.60	10.35	10.35	10.35
Stormwater Management	3.05	3.15	3.15	3.15	3.15	2.75	2.75	2.65	2.65	2.65
Culture and recreation	17.54	16.34	17.19	16.27	15.65	11.51	11.51	10.51	10.51	10.51
Total Full-Time Equivalents	117.265	115.43	115.36	109.56	107.95	109.51	109.51	109.01	109.01	110.51

Source: Budget Document

* Beginning in FY 2018 the calculation for Full-Time Equivalents uses hours budgeted as a factor of total hours available for a more precise number, mostly impacting part-time position calculations.

City of Treasure Island, Florida
Operating Indicators by Function - Last Ten Fiscal Years

September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
FUNCTION										
Police										
Physical arrests	265	227	265	333	343	336	425	329	349	385
Parking violations	5,227	2,648	4,071	4,108	3,151	4,400	4,027	2,830	2,418	3,013
Traffic violations	1,722	1,178	1,654	1,535	1,889	1,736	1,643	1,142	1,733	1,982
Fire										
Incidents/Calls answered										
EMS	1,696	1,845	1,192	1,308	1,291	1,373	1,257	1,255	1,197	1,015
Fire	193	402	101	124	117	268	253	249	189	366
Fire alarm systems	97	111	74	109	93	122	114	118	101	107
Hazardous conditions	35	9	6	5	0	0	0	66	27	63
Other incidents	158	230	109	2	63	321	248	61	23	66
Inspections	269	187	196	366	240	35	10	295	152	137
Re-inspections	168	213	N/A							
Highways and streets										
Street sweeping (miles)	540	648	648	648	648	648	648	648	648	648
Causeway										
Bridge openings	1,857	1,538	1,626	1,613	1,876	2,008	2,135	1,946	2,237	979
Sanitation										
Yard waste collected (tons)	701	810	764	721	857	676	421	243	353	211
Recyclables collected (tons)	759	797	796	714	723	829	819	775	707	744
Solid waste collected (tons)	6,877	7,339	6,597	7,501	7,495	7,631	7,947	7,807	7,446	7,567
Culture and recreation										
Number of golfers	9,500	7,894	6,870	8,013	8,581	9,333	9,326	10,015	10,257	9,658
Number of tennis players	11,250	11,176	6,078	8,100	8,420	8,320	8,537	7,295	9,139	8,148
Children's program enrollments	120	110	82	195	175	180	174	261	196	200
Number paid facilities rentals	150	199	67	146	147	88	81	76	66	41
Wastewater										
Wastewater processed (thousands of gallons)	455,597	465,767	476,416	451,670	435,847	431,274	510,373	490,985	459,713	372,431
Sanitary Sewers/Storm Drains										
Lines Cleaned (lineal feet)	29,522	44,075	22,321	59,421	12,361	16,055	32,368	48,185	37,553	36,234

Sources: Various City Departments

City of Treasure Island, Florida
Capital Asset Statistics by Function - Last Ten Fiscal Years

September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
FUNCTION										
Public Safety										
Police										
Police station	1	1	1	1	1	1	1	1	1	1
Patrol units	5	5	5	5	5	5	5	5	5	5
Patrol boats	1	1	1	1	1	1	1	1	1	1
Fire										
Fire station	1	1	1	1	1	1	1	1	1	1
Pumper trucks	2	2	2	2	2	2	2	2	2	2
Rescue Vehicles	1	1	1	1	1	1	1	1	1	1
Sanitation										
Collection trucks	8	8	7	6	8	6	5	5	5	5
Refuse dumpsters	385	420	423	390	390	384	384	384	394	392
Highways and streets										
Streets (miles)	27	27	25	25	25	25	25	25	25	25
Streetlights	1,260	1,260	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060
Traffic signals[1]	6	6	6	6	6	6	6	6	6	6
Causeway										
Bascule bridge	1	1	1	1	1	1	1	1	1	1
East/West bridges	2	2	2	2	2	2	2	2	2	2
Culture and recreation										
Beach Trail	1	1	1	1	1	1	1	1	1	1
Public beach access	30	30	30	30	30	30	30	30	30	30
Public beach acreage	181	181	181	181	181	181	181	181	181	181
Parks acreage	24	24	24	24	24	24	24	24	24	24
Community/Neighborhood Parks	5	5	5	5	5	5	5	5	5	5
Mini Parks/Bay Access	15	15	15	15	15	15	15	15	15	15
Golf course	1	1	1	1	1	1	1	1	1	1
Tennis courts	12	12	12	12	12	12	12	12	12	12
Community centers	1	1	1	1	1	1	1	1	1	1
Auditorium	1	1	1	1	1	1	1	1	1	1
Marina (number of slips)	14	14	14	14	14	14	14	14	14	14
Pavillion	1	1	1	1	1	1	1	1	1	1
Sewer										
Gravity lines (miles)	24	24	24	24	24	24	24	24	24	24
Force main (miles)	4	4	4	4	4	4	4	4	4	4
Manholes	466	466	466	466	466	466	466	466	466	466
CTI Cleanouts	48	48	48	48	48	48	48	48	48	48
Lift Stations (sewer)	11	11	11	11	11	11	11	11	11	11
Lift Stations (stormwater)	1	1	1	1	1	1	1	1	1	1
Master pump station	1	1	1	1	1	1	1	1	1	1

Sources: Various city departments.

(1) Number of Streetlights were estimated in year 2006.

(2) Addition of Signal at 104th Ave & Gulf Blvd in year 2013.

(3) East/West bridges were replaced 2013

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COMPLIANCE SECTION

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Members of the City Council
City of Treasure Island, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Treasure Island, Florida (the "City"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise City's basic financial statements and have issued our report thereon dated June 30, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Tampa, Florida
June 30, 2023

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

Honorable Mayor and Members of the City Council
City of Treasure Island, Florida

Report on Compliance for Each Major State Project

Opinion on Each Major State Project

We have audited City of Treasure Island, Florida's (the "City") compliance with the types of compliance requirements described in the *State of Florida Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on each of City's major state projects for the year ended September 30, 2022. The City's major state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Treasure Island complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major state projects for the year ended September 30, 2022.

Basis for Opinion on Each Major State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Chapter 10.550, Rules of the Auditor General, *Florida Single Audit Act Audits – Local Governmental Entity Audits*. Our responsibilities under those standards and Chapter 10.550, Rules of the Auditor General, are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major state project. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City's state projects.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and Chapter 10.550, Rules of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City's compliance with the requirements of each major state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and Chapter 10.550, Rules of the Auditor General, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Tampa, Florida
June 30, 2023

City of Treasure Island, Florida
Schedule of Expenditures of State Financial Assistance
For the Year Ended September 30, 2022

State Grantor/ Pass-Through Grantor/Program	CSFA Number	Pass-Through Entity Indentifying Grant /Loan Number	Expenditures	Amount provided to Subrecipients
State Financial Assistance				
Department of Transportation:				
Local Transportation Projects	**55.039**	FPN: 441503 1 54 01	$ 1,200,000	$ -
Local Transportation Projects	**55.039**	44257 1 54 01	89,287	-
Total Department of Transportation			1,289,287	-
Department of Environmental Protection:				
Statewide Surface Restoration and Wastewater Projects	**37.039**	LPA0230	26,696	-
Total Department of Environmental Protection			26,696	-
Department of Economic Opportunity:				
Growth Management Implementation	**40.024**	P0420	50,000	-
Total Department of Economic Opportunity			50,000	-
Department of Financial Services:				
Fire Decontamination Equipment Grant Project	**43.013**	FM629	1,723	-
Total Department of Financial Services			1,723	-
Total Expenditures of State Financial Assistance			$ 1,367,706	$ -

See accompanying notes to schedule of expenditures of federal awards and state assistance

NOTE 1 - GENERAL

This schedule represents the State-initiated grant activity of the City of Treasure Island, Florida (the "City"), recorded by the City during the fiscal year ended September 30, 2022. For purposes of this schedule, state financial assistance includes state assistance received directly from a state agency as well as state funds received indirectly by the City from non-federal or non-state organizations. Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Presentation

The information in this schedule is presented in accordance with the requirements of Chapter 69I-5, Schedule of Expenditures of State Financial Assistance, Rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements of the City.

B. Basis of Accounting

The expenditures in this schedule are presented using the modified accrual basis of accounting. Under the modified accrual basis of accounting, expenditures are recognized when the City becomes obligated for a payment as a result of the receipt of the related goods and services.

NOTE 3 - CONTINGENCIES

Grant monies received and disbursed by the City are for specific purposes and are subject to review by grantor agencies. Such audits may result in requests for reimbursements due to disallowed expenditures. Based upon prior experience, the City does not believe such disallowances, if any, would have a material effect on the financial position of the City. Management is not aware of any material questioned or disallowed costs as a result of grant audits in process or completed; however, the possible disallowance by a government agency of any item charged to the program cannot be determined at this time.

City of Treasure Island, Florida
Schedule of Findings and Questioned Costs - State Financial Assistance
For the Year Ended September 30, 2022

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements:

1.	Type of auditors' report issued	Unmodified
2.	Internal control over financial reporting:	
	a. Material weaknesses identified?	None
	b. Significant deficiencies identified not considered to be material weaknesses?	None noted
	c. Noncompliance material to the financial statements noted?	None

State Projects:

1.	Type of auditors' report issued on compliance for major programs	Unmodified
2.	Internal control over major programs:	
	a. Material weaknesses identified?	None
	b. Significant deficiencies identified not considered to be material weaknesses?	None noted
3.	Any audit findings disclosed that are required to be reported in accordance with Rule 10.554(1)(l)(4)?	None

3. Identification of major programs:

CSFA Number	Project
55.039	Local Transportation Projects

5. Dollar threshold used to distinguish between type A and type B programs: $750,000

SECTION II – FINANCIAL STATEMENT FINDINGS

None noted

SECTION III – STATE PROJECT FINDINGS

None noted

SECTION IV – SUMMARY OF PRIOR YEAR AUDIT FINDINGS

No prior year audit findings.

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MANAGEMENT LETTER

Honorable Mayor and Members of the City Council
City of Treasure Island, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Treasure Island, Florida (the "City"), as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated June 30, 2023.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*, Independent Auditors' Report on Compliance for Each Major State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General, and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, the standards applicable to attestation engagements contained in Government Auditing Standards, issued by the Comptroller General of the United States. Disclosures in those reports and schedule, which are dated June 30, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No audit findings or recommendations were noted in the preceding annual financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one of more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor and Members of the City Council, and applicable management**,** and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Tampa, Florida
June 30, 2023

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INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES, *LOCAL GOVERNMENT INVESTMENT POLICIES*

Honorable Mayor and Members of the City Commission
City of Treasure Island, Florida

We have examined City of City of Treasure Island, Florida's, (the "City"), compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2022. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that our examination provides a reasonable basis for our opinion.

Our examination does not provide a legal determination on City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Tampa, Florida
June 30, 2023

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 8, 2023
SUBMITTED BY:	Amy Davis, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final 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 this 2nd and Final Reading on August 8, 2023.

ATTACHMENTS:

Peoples_Gas_Franchise_Agreement-Ordinance No. 2023-09.docx
Peoples Gas Franchise Agreememt Ord No. 91-009.pdf
Ad 298641 Ordinance No. 2023-09.pdf

ORDINANCE NO.2023-09

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. 2023

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.

0000298641-01

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 NO.2023-09** was published in said newspaper by print in the issues of: **8/ 2/23** 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.

DB

Signature Affiant

Sworn to and subscribed before me this **08/02/2023**

Judy Allen

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

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 NO.2023-09

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.

This ordinance will be considered on second reading and public hearing on Tuesday, August 8, 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

08/02/23 0000298641-01

AGENDA ITEM NO. I.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 8, 2023
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance No. 2023-07, Smoking Ban on Public Beach and Parks
BACKGROUND:	The Commission previously discussed this item this past summer and while having consensus to pursue banning smoking on the beach there were a number of things that still need to be discussed and decided such as how to treat the Central Beach Trail and the public beach to the east of the trail (referred to a no mans land). Additionally, there was a desire expressed by the Commission to be inline with other neighboring communities up and down the barrier island so it was decided to coordinate through the Big-C. The Big-C meetings were disrupted by Hurricane Ian for the month of September when this item was last scheduled to be discussed. This discussion was then postponed until larger beach entities such as Pinellas County pass their No Smoking Ban to not only allow ourselves to be aligned, but also from the public education perspective of getting the word out across the beaches from the North to the Southern part of the barrier island. The Commission discussed this item at the July 18th worksession and provided concesus of the direction of the No Smoking Ordinance.
POLICY/PURPOSE:	To approve at 1st reading the proposed ordinance banning smoking from the City's Beaches and Parks.
STRATEGIC PLAN RELEVANCE:	Environmental Sustainability Road Map, Goal1: Become an environmentally sustainable and resilient community.

ANALYSIS/DISCUSSION: Since last discussed on July 18, 2023, Pinellas County has a adopted an ordinance banning smoking from beaches and parks, in addition to the Cities of Clearwater and St Petersburg.

The proposed ordinance includes the following attributes for the City Commission's consideration for the City of Treasure Island, which aligns with the recently adopted No Smoking ordinances are listed below:

- prohibits smoking and vaping on beach trail, exception is unfiltered cigars (as preempted by the State of Florida)
- prohibits on beaches and in parks
- allows for resolution of commission for exemption of this ordinance a City sponsored or co-sponsored event
- beach areas under a license agreement would be controlled by licensee (this is unique to Treasure Island)
- allows for code/law enforcement to issue a citation ($88)
- smoking would be allowed in beach and park parking lots with increased litter receptacles and education signage

The City of St. Petersburg has adopted a Smoking Ban to include beaches and parks, includes electronic cigarettes, lighted tobacco products, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars. Additionally, the City of St. Petersburg created their own definitions, while the proposed ordinance uses statutory definitions.

The City of Clearwater as adopted a Smoking Ban to include public beaches and parks, includes electronic cigarettes, lighted tobacco products (excluding the unfiltered cigars as pre-empted by the State of Florida). Banned areas include parking areas if included in the definition of the park. Parking areas next to beaches is not clearly defined.

FUNDING: Funding for signage should be expected and time spent to craft public messaging and amending the City's website about the ordinance will be performed.

MOTION: I move to adopt / deny Ordinance 2023-07, No Smoking on Beaches and Parks at 1st Reading and schedule a 2nd and Final Reading.

ATTACHMENTS:
Ord 2023-10 COTI_no_smoking_ordinance.docx

Clearwater ordinance 9690-23.pdf
st-petersburg ordinance (1).pdf
Pinellas County FINAL ordinance Beach Smoking.pdf

ORDINANCE NO. 2023 - 10

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA TO AMEND CHAPTER 24, ARTICLE II, RULES AND REGULATIONS FOR PUBLIC FACILITIES AND BEACHES, SECTION 24-33, "GENERAL RULES AND REGULATIONS" TO PROHIBIT SMOKING AND VAPING WITHIN PUBLIC PARKS, RECREATION FACILITIES AND PUBLIC BEACHES EXCEPT AS PROVIDED HEREIN; AMENDING SECTION 24-36 "PENALTY" TO PROVIDE FOR ENFORCEMENT THROUGH SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; AND PROVIDING FOR SEVERABILITY, CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the "Florida Clean Indoor Air Act" ("Act") to protect the public health, comfort, and environment by creating public places that are reasonably free from tobacco smoke and vapor; and

WHEREAS, the Act preempted the regulation of smoking to the State of Florida; and

WHEREAS, effective July 1, 2022, the Legislature broadened the Act, removing references to "indoor" air, and allowed municipalities to restrict smoking and vaping within public parks and beaches within jurisdiction; and

WHEREAS, the revised Act prohibits municipalities from restricting the smoking of unfiltered cigars; and

WHEREAS, based on the legislative amendment, the City desires to amend its Code of Ordinances to add a prohibition on smoking in its parks and beaches to protect the public from potential health hazards and to provide for an enforcement mechanism for this prohibition; and

WHEREAS, the Florida Legislature found that cigarettes are the leading cause of fire deaths in Florida and the nation, with staff analyses referencing various studies from the United Health Foundation, Centers for Disease Control and Prevention, and others on the impact smoking has on the health of citizens and that secondhand smoke in crowded outdoor areas can cause concentrations of air contaminants comparable to those caused by indoor smoking; and

WHEREAS, another significant issue with tobacco smoking on the City's public beaches and parks are discarded cigarette filters and vapor-generating electronic devices such as used e-cigarette cartridges and pens ("vapes"), are made from non-biodegradable substances such as cellulose acetate that contains hazardous substances that can be toxic to animals; and

WHEREAS, it is estimated that up to two-thirds of cigarette filters are discarded as litter that can take years to decompose and contains hazardous, potentially toxic substances; and

WHEREAS, research conducted by the Ocean Conservancy, a non-profit environmental advocacy group found that the litter from cigarettes and vapes, is made of plastic fibers that erode into smaller pieces that accumulate in various organisms and are frequently found in the intestines of dead or sick seabirds, sea turtles, fish, and dolphins, posing a danger to local wildlife and ocean animals; and

WHEREAS, the waste from vapes contains mercury, lead, and other toxic chemicals that can leach into soil or sand, is not biodegradable, poses as a choking hazard for small children, animals, and ocean creatures, and is being discarded as litter in increasing numbers throughout Florida's public spaces; and

WHEREAS, beach clean-up volunteers in the City have repeatedly identified cigarette filters as being the most significant and pervasive litter on City beaches; and

WHEREAS, the City has a compelling interest in maintaining the quality of the environment of its public parks and beaches to promote tourism, the local economy, the environment, and the public health by reducing the amount of toxic second-hand smoke and cigarette and vape litter present in crowded outdoor public spaces; and

WHEREAS, the prohibition of smoking and vaping at its parks and beaches is narrowly tailored to preserve and maintain the City's natural assets by reducing litter, while lessening the public's exposure to tobacco smoke and vapor, thereby providing for a healthier and more pleasant park and beach experience; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

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

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. That Section 24-33 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to add a new subsection (7) which reads as follows:

Sec. 24-33. - General rules and regulations.

The following rules and regulations as may hereinafter be amended from time to time by resolution of the city commission shall apply to all parks, recreation facilities and public beaches within the city:

(1) No glass containers shall be permitted.

(2) No confetti, rice or bird seed shall be thrown on city property.

(3) No commercial use of city property is permitted without a permit from the city manager or his designee.

(4) No temporary structures shall be permitted without written authorization from the community improvement department.

(5) Compliance with the city noise ordinance shall be adhered to at all times.

(6) All outdoor public assemblies, sponsored or unsponsored, advertised or not advertised, and open to the public, shall cease by sunset. Group sponsored or unsponsored outdoor public assemblies open to the public, include, but are not limited to, the Drum Circle, Sanding Ovations, Bands on the Sand, and any other similar groups or activity. A permit may be approved by resolution by the city commission for a later ending time of the activity or event. In considering whether to approve a permit for an extended termination time, the commission may include such factors as:

a. The nature of the event;

b. The expected number of participants or attendance;

c. The provision of sanitary facilities;

d. Provision for cleanup;

e. Methods to be employed by applicant to maintain an orderly event or activity;

f. Any other factors the commission in its sole discretion considers necessary to protect the health, safety and welfare of the community.

(7) No smoking, except unfiltered cigars, and no vaping; including during those activities listed in section 24-35(1) and (2) of this article. Notwithstanding the foregoing, smoking and vaping are permitted in city-owned parking lots and as otherwise authorized by the commission through license agreements and special event permits. For the purposes of this article, “smoking” and “vaping” are as defined in chapter 386, Florida Statutes, as may be amended.

SECTION 3. That Section 24-36 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 24-36. – Penalty and enforcement.

(a) It shall be illegal for any person, firm, corporation, or other entity to violate the above rules and regulations as may from time to time be amended.

(b) It shall be unlawful for any person to stage, present, conduct, or attempt to stage, present or conduct an outdoor public assembly beyond the time limitations established in this article, without a permit.

(c) It shall be unlawful for any person to participate in an outdoor public assembly beyond the time limitations established in this article, without a permit.

(d) City code and law enforcement officers are hereby authorized to enforce this article pursuant to the supplemental county or municipal code or ordinance enforcement procedures set forth in F.S. § 162.21, as same may be amended from time to time. The city code and law enforcement officers are authorized and directed to strictly enforce this article in accordance with section 1-15 of the city code. When the code or law enforcement officer has reasonable cause to believe, based upon personal investigation, that a person has committed a violation of this article, the city code or law enforcement officer is hereby authorized to issue a citation.

(e) Prior to issuing a citation, the code or law enforcement officer shall provide notice to the person that the person has committed a violation of this article and that said person has a reasonable time period to desist in the violation. If, upon personal investigation, the code or law enforcement officer finds that the person has not timely corrected the violation, the code or law enforcement officer may issue a citation to the person who has committed the violation. The code or law enforcement officer is not required to provide any period of time to correct the violation prior to issuance of a citation if the code or law enforcement

officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable, irreversible or not capable of being cured.

(f) The citation shall contain the dollar amount of the fine to be imposed in the event the person does not contest the citation and notice of the necessary procedures to contest the citation in the county court for the city. Additionally, the citation shall contain all other requirements of F.S. § 162.21(3)(c). If the person elects not to contest the citation, the person shall pay the applicable civil penalty to the clerk of the county court within 30 days after issuance of the citation. Alternatively, if the person elects to contest the citation, the person shall request a hearing through the clerk of the county court within 30 days after the issuance of the citation. The clerk shall schedule a hearing in the county court and shall provide written notice of the hearing to the person as well as the code or law enforcement officer. Citations contested in the county court shall be subject to court costs as well as the civil penalty set forth in this chapter. Any violator of such rules and regulations shall be punished by a fine not to exceed $500.00 per violation. In addition, any person violating the above rules and regulations shall be subject to being removed from the property.

(g) Each occurrence of any violation of any provision of this article shall constitute a separate offense. A violation of the provisions of this article, by any person, shall be punishable by civil penalties as a category V violation, with an uncontested fine amount of $88.00.

(h) In addition to the civil penalties provided, the city commission is hereby authorized to institute any appropriate action or proceeding, including a suit for injunctive relief, in order to prevent or abate violations of this article.

SECTION 4. Each provision of this Ordinance shall be deemed separate and severable and if any section or part thereof is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

SECTION 5. All ordinances or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 6. Sections 2 and 3 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinances to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase to accomplish such intention.

SECTION 7. This Ordinance shall become effective immediately upon its final passage.

FIRST READING and PUBLIC HEARING: August 8, 2023.

SECOND READING and PUBLIC HEARING: _____, 2023.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2023.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____ 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

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ORDINANCE NO. 9690-23

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA; AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, EMPLOYEES' PENSION PLAN, AMENDING SECTION 2.414 "PARTICIPATION"; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clearwater Employees' Pension Plan (the "Plan") governs the payment of retirement benefits for City employees;

WHEREAS, the City is desirous of attracting and retaining employees to be the Police Chief and Fire Chief;

WHEREAS, the Police Chief and the Fire Chief may opt out of the Pension Plan;

WHEREAS, the City wants to clarify that a Police Chief or Fire Chief who is rehired after normal retirement and who opts out of the System is entitled to an in-service distribution of their retirement benefits after their rehire;

WHEREAS, the Plan's actuary has studied the cost of this amendment;

WHEREAS, the Board of Trustees of the City of Clearwater Employees' Pension Plan has prepared this ordinance;

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

Section 1: Section 2.414 of the Code of Ordinances of the City of Clearwater is hereby amended to read as follows:

Section 2.414. Participation

(a) *Participation.*

(1) Unless otherwise provided herein, all employees of the employer shall be required to make the contributions specified in section 2.415 and shall be required to participate in the plan, except that the Police Chief and Fire Chief may opt out of participation in the Pension Plan as provided for in Florida Statutes §185.02(16) and 175.032(11).

(2) Any employee who is a participant and who has been or may be appointed to a regular full-time position exempt from the civil service classified service system of the employer shall be eligible to continue participation in the plan in the same manner as any other employee.

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(b) *Reemployment.*

(1) If a participant terminates employment with the employer and receives a return of employee contributions and is subsequently reemployed within the five-year period following his termination of employment, the former participant shall again be eligible to participate in the plan and his credited service shall be based on all periods of employment, provided he

a. Again satisfies the definition of "employee" set forth in section 2.412, and

b. Reimburses the plan in accordance with subparagraph (4) of section 2.419.

(2) Notwithstanding the foregoing, an employee who is reemployed in a regular full-time position other than that of a firefighter or police officer after his benefits have commenced under the plan (other than disability benefits pursuant to section 2.418) shall not be eligible to participate in the plan upon his subsequent reemployment. Reemployment may not commence until at least 30 days after the initial separation from employment with the city. Upon reemployment, the employee will be required to participate in the federal social security program.

(3) In the event that a retiree is reemployed as a full time police officer or firefighter, he shall be required to become a member in the fund. Receipt of benefits shall be suspended for the period of reemployment. Upon ending the period of reemployment, benefits shall be recalculated, taking into account any additional credited service or change in final monthly compensation. Notwithstanding the foregoing, if a hazardous duty employee is rehired after normal retirement as the police chief or fire chief, they may opt out of participation in the Pension Plan and be entitled to receive or continue receiving an in-service distribution of the normal retirement pension benefit. If the police chief or fire chief is rehired after early retirement, no in-service distribution can be made until the Chief reaches the age required in Section 401(a)(36) of the Internal Revenue Code, as it may be amended. Any rehire of a member as Police Chief or Fire Chief is subject to a 30 day period from the date of the initial separation of employment with the City to the rehire date.

* * *

Section 2: It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City Clearwater, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full

force and effect.

Section 4: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED ON FIRST READING — June 8, 2023

PASSED ON SECOND AND FINAL READING AND ADOPTED — June 15, 2023

DocuSigned by:
Brian Aungst
4C93DC9BD40D427...
Brian J. Aungst, Sr.
Mayor

DS

Approved as to form:
DocuSigned by:
David Margolis
630D3E9E13E041E...
David Margolis
City Attorney

Attest:
DocuSigned by:
Rosemarie Call
620DD5EDEE54CF...
Rosemarie Call
City Clerk

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

ORDINANCE NO. 527-H

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE TO BAN SMOKING AND VAPING IN CITY PARKS AND BEACHES BY ADDING A NEW SECTION 7-68, SMOKING AND VAPING PROHIBITED; ADDING A NEW SECTION 21-57 SMOKING AND VAPING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. The St. Petersburg City Code is hereby amended to add a new Section 7-68 to read as follows:

Sec. 7-68. – Smoking and vaping prohibited.

(1) No person shall use, consume, inhale, exhale, or burn any (i) electronic cigarette, as defined in Chapter 20 of this Code, or (ii) lighted tobacco product, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars, in or on public beaches owned or controlled by the City.

(2) The consumption, inhalation, exhalation, or burning of any electronic cigarette or lighted tobacco product that is done in connection with a City sponsored or co-sponsored event approved by a resolution of City Council that permits such activity is exempt from this section.

(3) Any person who violates this section shall be guilty of a municipal ordinance violation, punishable as provided in Section 1-7.

SECTION 2. The St. Petersburg City Code is hereby amended to add a new Section 21-57 to read as follows:

Sec. 21-57. – Smoking and vaping.

(1) No person shall use, consume, inhale, exhale, or burn any (i) electronic cigarette, as defined in Chapter 20 of this Code, or (ii) lighted tobacco product, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars, in or on parks.

(2) The consumption, inhalation, exhalation, or burning of any electronic cigarette or lighted tobacco product that is done in connection with a City sponsored or co-sponsored event approved by a resolution of City Council that permits such activity is exempt from this section.

(3) Any person who violates this section shall be guilty of a municipal ordinance violation, punishable as provided in Section 1-7.

SECTION 3. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

SECTION 4. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 5. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading conducted on 15th day of September 2022.

Adopted by St. Petersburg City Council on second and final reading on the 6th day of October 2022.

Gina Driscoll

Gina Driscoll, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____

Chan Srinivasa, City Clerk

Title Published: Times 1-t 09/21/22

Not vetoed. Effective date October 13, 2022 at 5:00 p.m.

CITY OF ST. PETERSBURG, FLORIDA. RE-INCORPORATED A.D. 1903.

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

July 20, 2023

Honorable Ken Burke
Clerk of the Board of County Commissioners
Pinellas County Courthouse
315 Court Street, 5th Floor
Clearwater, Florida 33756

Dear Ken Burke:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Pinellas County Ordinance No. 23-10, which was filed in this office on July 20, 2023.

Sincerely,

Anya Owens
Administrative Code and Register Director

ACO/wlh

Eres, Christian

From: County Ordinances <CountyOrdinances@dos.myflorida.com>
Sent: Thursday, July 20, 2023 2:16 PM
To: Eres, Christian; County Ordinances
Cc: Revie, Derelynn; Young, Bernie C; DiNapoli, Franchesca
Subject: RE: PIN20230720_Ordinance2023_23-10
Attachments: Pinellas20230720_Ordinance23_10_Ack.pdf

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: *This message has originated from outside of the organization. **Do not** click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.*

Good afternoon,

Please find the attached acknowledgment letter for Pinellas County Ordinance No. 23-10, which was filed in this office on July 20, 2023.

Best,

County Ordinances
Florida Administrative Code and Register
Room 701 The Capitol | Tallahassee, Florida

From: Eres, Christian <ceres@mypinellasclerk.gov>
Sent: Thursday, July 20, 2023 9:11 AM
To: County Ordinances <CountyOrdinances@dos.myflorida.com>
Cc: Revie, Derelynn <drevie@mypinellasclerk.gov>; Young, Bernie C <bcyoung@mypinellasclerk.gov>; DiNapoli, Franchesca <fdinapoli@mypinellasclerk.gov>
Subject: PIN20230720_Ordinance2023_23-10

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Sender Full Name:	Ken Burke, Clerk of the Circuit Court and Comptroller Derelynn Revie, Deputy Clerk, Board Records Department
Sender Phone number:	(727) 464-3458
County Name:	**Pinellas**
Ordinance Number:	**PIN20230720_Ordinance2023_23-10**

Thank you,
Christian Eres
Records Specialist III
Board Records Department
Office of Ken Burke, Clerk of the Circuit Court and Comptroller
Pinellas County, Florida
315 Court Street, 5th Floor, Clearwater, FL 33756
Office (727)464-3464| Fax (727)464-4716
ceres@ mypinellasclerk.gov | www.mypinellasclerk.gov
Tell us how we're doing by filling out a comment card!

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Sign up today and protect yourself from FRAUD!
Follow the Clerk:



Please Note: All mail sent to and from Pinellas County is subject to the Public Records Laws of Florida

ORDINANCE 23-__10__

AN ORDINANCE OF THE COUNTY OF PINELLAS, PROVIDING THAT THE PINELLAS COUNTY CODE BE AMENDED BY REVISING CHAPTER 90 OF SAID CODE; PROVIDING FOR REVISIONS TO CHAPTER 90 OF THE CODE INCLUDING REVISIONS TO SECTION 90-7 RELATED TO SMOKING AND VAPING ON CERTAIN COUNTY OWNED PROPERTIES AND BEACHES; AMENDING SECTION 90-16 RELATING TO BOATING, DOCKING AND STORAGE OF VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AREAS EMBRACED; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pinellas County Code Chapter 90, Article I. relates to all parks, environmental lands, and other facilities overseen by the Pinellas County Parks and Conservation Resources Department; and

WHEREAS, from time to time it is necessary to update and clarify provisions of the Pinellas County Code to ensure definitions and references are current in relation to changing state statutes; and

WHEREAS, historically, the regulation of smoking and vaping has been preempted to the State of Florida, however as of July 2022, with the passage of the Florida Clean Air Act, counties and municipalities were granted the ability to regulate smoking and vaping on public parks and beaches; and

WHEREAS, in order to ensure the welfare of specific County owned properties and beaches, as well as the visitors thereto, the Board of County Commissioners has determined that additional regulations pertaining to vaping and smoking on those properties are necessary; and

WHEREAS, the Board of County Commissioners additionally desires that Chapter 90, Article I. be further modified to eliminate redundancy, enhance clarity, and expand on terms and actions that were otherwise vague or misleading; and

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, that:

SECTION 1. Chapter 90 of the Pinellas County Code is hereby amended to read as follows:

Chapter 90 PARKS AND CONSERVATION RESOURCES

ARTICLE I. IN GENERAL

Sec. 90-1. Parks and conservation resources advisory board.

(a) *Establishment; appointment; qualification; organization.*

(1) *Establishment.* There is hereby established in and for the county a board to be known as the "Pinellas County Parks and Conservation Resources Advisory Board" consisting of ten members.

(2) *Appointment.* One member shall be a member of and nominated by the county youth advisory committee and appointed by the board of county commissioners. Of the nine remaining members, each county commissioner shall nominate one member without regard to political affiliation, and the members shall be appointed by the board of county commissioners and two members with experience in environmental science and/or policy shall be appointed by the board of county commissioners. The term of office shall be two years and shall run concurrently with the term of the nominating commissioner, or, in the case of the county youth advisory committee and environmental science/policy nominees, from August 1 through July 31. Except in order to maintain concurrency of term, no member of the parks and conservation resources advisory board may be removed prior to the expiration of the member's term except by the board of county commissioners. The parks and conservation resources advisory board may request that the board of county commissioners remove a member of the parks and conservation resources advisory board who misses 50 percent or more of the meetings scheduled in a year.

(3) *Qualification.* Each member's background, education and experience shall be such as to qualify said member to carry out the duties and responsibilities vested in the parks and conservation resources advisory board by this article. Members shall be appointed from the county at large. In selecting a new member of the parks and conservation resources advisory board, the board of county commissioners of the county shall consider the interest and knowledge of such prospective member in parks, environmental lands, and natural resources, including the ecological and economic benefits thereof.

(4) *Organization.* The parks and conservation resources advisory board shall elect annually one of its members as chair and one as vice-chair of the board, and may adopt rules and procedures for the conduct of its meetings. The parks and conservation resources advisory board shall meet at least quarterly to conduct the business of the board, unless notified that there is no business to conduct as determined by the chair.

(b) *Duties.* It shall be the duty of the parks and conservation resources advisory board to assist the board of county commissioners, administrator, and department by:

(1) Reviewing and commenting on park or environmental lands plans and design.

(2) Reviewing and commenting on park or environmental lands operations and procedures.

(3) Participating in public education and ceremonial activities.

(3) Hearing citizen comment on park or environmental lands related activities.

(4) Formulating proposals and suggestions with the goal of improving the parks and environmental lands of the county.

(5) Reviewing specific issues referred to the parks and conservation resources advisory board from the board of county commissioners.

(6) Reviewing specific issues referred to the parks and conservation resources advisory board from the county administrator.

(7) Communicating with the county administrator and the board of county commissioners on issues related to the duties of the parks and conservation resources advisory board.

(c) *Selection of director.* The chair of the parks and conservation resources advisory board or designee may participate in the selection process for the director, including the interviews of director candidates with county staff.

Sec. 90-2. Legislative purpose.

The department has been established primarily for the management and protection of the county's parks, preserves, ecological management areas, special purpose areas and other designated department lands and waterways. It is desirous to acquire and protect such lands and waterways for their natural resources, biological diversity, hydrological benefits, and open space significance to the county. Such lands and waterways also offer scenic beauty, recreational value, and the potential for educating citizens and visitors. The objective of this article is to permit public use of parks and certain environmental lands and waterways consistent with their protection and management as set forth in the county comprehensive plan and various management plans, as same may be amended from time to time.

Sec. 90-3. Definitions.

When used herein, the following definitions shall apply:

Activity means the doing of any act or the failure to do any act by a person.

Administrator means the county administrator for Pinellas County.

Adverse impact means actual or potential harm or injury to any property, wildlife or plant life or other natural resource within county-owned or managed lands.

Beach means the zone of unconsolidated material that extends landward from the mean high-water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Bicycle means a transportation device composed of a single frame and wheels usually propelled by pedals and steered with handlebars, including passenger bicycles and Class 1, 2 & 3 electric bicycles as defined in F.S. § 316.003(23), as may be amended from time to time.

Board means the Pinellas County Board of County Commissioners.

Boardwalk means an elevated walkway structure across sand or marshy ground.

Bounce house means a temporarily inflatable structure of any size that people jump in or on.

Citizen support organization means a not-for-profit corporation incorporated pursuant to the provisions of F.S. Ch. 617, as may be amended, and approved by the department of state that is organized and operated to conduct programs and activities; raise funds; request and receive grants, gifts, and bequests of money; and make expenditures for the benefit of the department and/or any county-owned or managed land.

Code means the Pinellas County Code and the Pinellas County Land Development Code.

Commercial activity means a transaction for the sale, barter, or other exchange of value; for goods, items, services, entertainment, or amusement, where any part of the transaction, including but not limited to the offer of sale, negotiation, agreement to sell, transfer of consideration, or the transfer, delivery, or performance of the goods, items, service, entertainment, or amusement occurs in any county-owned or managed land. Exchange of consideration for performance of a commercial activity, such as a payment, fee, coupon, or ticket, does not need to occur in a county-owned or managed land if any part of the activity is performed in a county-owned or managed land.

County means Pinellas County.

County-owned or managed lands means all parks, environmental lands, department-managed facilities, and public marinas owned by the county or managed by the department. County-owned or managed lands include all submerged lands owned by the county and waters managed by the department located within the boundaries of county-owned or managed lands.

Cultural resource means any prehistoric or historic site, structure, object, or other real or personal property of historical, architectural, or archaeological value as determined through criteria for designation contained in chapter 146 of the Code.

Department means the department of parks and conservation resources.

Department-managed facilities means all facilities other than parks, environmental lands, and public marinas managed by the department including, but not limited to neighborhood parks, community parks, and other facilities managed by the department.

Director means the director of the department.

Environmental lands means all preserves and management areas, including but not limited to the county-owned real property identified as environmental lands in section 90-14 of this article, and any real property leased, subleased, or licensed to the county and identified as environmental lands in the management plan for the individual preserve or management area.

Historic or prehistoric artifact means material remains of past human life of archaeological interest over 50 years old, including but not limited to pottery, basketry, bottles, weapons, and tools.

Large group means a gathering of a group exceeding 50 people that does not include a special event permit and/or an accompanying picnic shelter reservation.

Law enforcement officer means any person who is elected, appointed, or employed full or part time by the state, the county, or municipality who is vested with the authority to bear arms and make arrests; and whose primary responsibility is the detection and prevention of crime, or the enforcement of the penal, criminal, traffic, or highway laws of the state or county.

Live-aboard means the occupancy or use of a watercraft by one or more persons, as a place of habitation, residence, living quarters or for dwelling purposes, temporarily or permanently, continuously or transiently.

Management area means all environmental lands, including waterways, not designated as "preserve." Such lands shall be as referenced in the latest resolution of the board describing the legal boundaries of the particular management area. Properties designated as "management areas" generally do not have a public use component, depending upon the ecological impacts of such use.

Management plan means the management plan developed by the department, unique to an individual county-owned or managed land, as each such plan may be amended from time to time.

Motorized means motive power is generated by the burning of gasoline, oil, or other fuel by an internal combustion engine or other mechanism.

Nude, or any derivative thereof, means to display or expose:

(1) The human male or female genitals or pubic area with less than fully-opaque covering;

(2) The portion of the human female breast directly or laterally below a point immediately above the top of the areola with less than a fully opaque covering. This definition shall include the entire lower portion of the human female breast, including the areola and nipple, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit, or other clothing, provided the areola is not exposed; and

(3) For purposes of this definition, body paint, body dye, a tattoo, latex, or any similar substances shall not be considered an opaque covering.

Parking area means any part of any county-owned or managed land road, or area contiguous thereto, specifically designated for the standing or stationing of any vehicle with appropriate signage.

Parks means regional parks and special purpose parks owned, operated, and maintained by the department, not including department-managed facilities and public marinas as defined herein, which are under the control of or assigned for upkeep, maintenance or operation by the department.

Person means any individual, including minors, firm, association, joint venture, partnership, municipality, governmental agency, political subdivision, public officer, estate, trust, business trust, syndicate, fiduciary, public or private corporation, and all other groups or combinations of groups.

Pet means any domesticated animal typically kept for companionship, protection, transportation or amusement. "Pet" also includes domesticated species found in a feral, wild, or abandoned state, including but not limited to birds, ferrets, pot-bellied pigs, monkeys, and snakes. However, the term does not include service animals, as defined by the Americans with Disabilities Act, as may hereafter be amended, and F.S. § 413.08, as may be hereafter amended.

Pollution means the presence in the air, soil, or waters of any substance, noise, contaminant, or anthropogenic alteration of the chemical, physical, biological, or radiological integrity of the air, soil, or water in a quantity or at a level that is or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or that unreasonably interferes with the enjoyment of life or property, including outdoor recreation.

Preserve means property managed by the department as referenced in the latest resolution of the board describing the legal boundaries of the particular preserve and includes all streams, canals, channels, lagoons, waterways, water areas, submerged lands, shorelines and beaches, as well as all structures and other facilities located within such boundaries. All preserves shall have a board approved management plan.

Public marina means the Belle Harbour Marina, and any other county-owned facility, which provides public moorings or dry storage for vessels on a rental basis, and is designated as a public marina by resolution of the board.

Regional parks means A.L. Anderson Park, Boca Ciega Millennium Park, Eagle Lake Park, Fred Howard Park, Fort De Soto Park, John Chesnut, Sr. Park, John S. Taylor Park, Lake Seminole Park, Philippe Park, Ridgecrest Park, Sand Key Park, Sawgrass Lake Park, Wall Springs Park, Walsingham Park, War Veterans' Memorial Park, and any other facility designated as a regional park by resolution of the board.

Special event means any organized event or activity involving the use of or having a significant impact upon a county-owned or managed land, where the general public is invited to participate or be a spectator, including but not limited to races, tournaments, demonstrations, or festivals. A "musical or entertainment festival" as defined in section 10-26 of the Code involving

the use of or having a significant impact upon a county-owned or managed land shall require separate permits under chapter 10, article II and this article.

Special purpose parks means Indian Rocks Beach Access Park, Madeira Beach Access Park, Redington Shores Beach Access Park, St. Pete Beach Access Park, Tiki Gardens/Indian Shores Beach Access Park, Belleair Causeway Boat Ramp, Park Blvd. Boat Ramp, Sutherland Bayou Boat Ramp, Fred Marquis Pinellas Trail, Duke Energy Trail, Florida Botanical Gardens, Heritage Village, Raymond H. Neri Park, Leach Park, Lealman Park, Live Oak Park, Ochs Park, Pinewood Cultural Park, and any other site or facility designated as a special purpose park by resolution of the board.

Vehicle means any passengered conveyance powered or drawn by motor for the transportation of persons or material, including but not limited to: automobiles, trucks, buses, motorcycles, motorized bicycles regardless of speed ability, scooters, minibikes, all-terrain vehicles, golf carts, or trail bikes, as well as trailers and vessel in tow of any size or description. "Vehicle" does not include an electric personal assistive mobility device as defined in F.S. § 316.003(24), as may be amended from time to time.

Vessel means every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

Volunteer means either an event volunteer, who agrees to participate either individually or as member of a group for a single event, or a long-term volunteer, who agrees to participate on an ongoing basis. An event volunteer registers and signs a county waiver of liability form; a long-term volunteer has passed a national background check, completed the county volunteer orientation, either in person or online, and has signed a county agreement to adhere to county policies and procedures for volunteering with the county.

Wildlife means any species living, growing, or occurring in a natural, non-domesticated state, including but not limited to animals.

Sec. 90-4. Areas embraced.

All county-owned or managed lands, including areas in unincorporated and incorporated areas of the county, shall be embraced by the provisions of this article, except where otherwise provided herein.

Sec. 90-5. Vehicles and traffic control.

(a) *Traffic control.* All persons, including those operating vehicles and bicycles as defined herein, shall observe and comply with posted traffic control devices and signs within all county-owned or managed lands.

(b) *Speed of vehicles.* Within any county-owned or managed land, no person shall operate a vehicle at a speed that is greater than reasonable or prudent, having due regard for the surface width and surface condition and the traffic thereon, particularly when near pedestrians,

horses, bicyclists or other public-use trails. At no time shall speed exceed the posted speed limit or 25 miles per hour if no speed limit is posted.

(c) *Restriction to roads.* No person shall operate any vehicle within parks or environmental lands except on areas approved for vehicular use.

(d) *Parking.* All vehicles shall be parked only in designated parking areas or in such other areas and at such other times as may be authorized by appropriate signage. Oversized vehicles and trailer vehicles shall not exceed the limits of the parking space.

(e) *Bicycles.* Bicycles shall only be ridden on roads and trails designated for bicycle traffic within parks and environmental lands and are prohibited on boardwalks. Where provided, bicycle racks must be used for the parking of bicycles. Bicycles shall not be chained or locked to trees, any other plant life or structures, or placed so as to obstruct pedestrian or vehicular movement.

(f) *Entering county-owned or managed lands.* Any person entering or leaving a county-owned or managed land, whether by foot, vehicle, or bicycle, shall do so solely through designated entry and exit points. No vehicle, except as authorized by the department, shall enter or park in any county-owned or managed land until the required fee, if any, has been paid.

(g) *Vehicle emergencies.* In case of emergency requiring a vehicle to stop or park in an unauthorized location, the driver must immediately report to a county employee or volunteer to receive an exemption from this section. Commercial activities necessary to remove or repair a vehicle in the case of an emergency are permitted.

(h) *Soliciting rides or fares.* No pedestrian shall solicit rides from any driver nor shall any driver of any vehicle or bicycle solicit riders for money or fares, in any county-owned or managed land unless authorized by the department.

(i) *Washing and maintenance.* No person shall wash, grease, repair, or perform maintenance on a vehicle on any park roadway, parkway, driveway, parking lot, or other property, except in emergencies; provided that waxing and polishing is permitted if it is in an area open to vehicles and does not interfere with other activities or traffic flow.

(j) *Miscellaneous motorized vehicles.* No unauthorized person shall operate any motorized scooter, motorized skateboards, go-cart, all-terrain vehicle, golf cart or electric cart in any parks or environmental lands. No electric or motorized toy vehicles are allowed on county-owned or managed lands, except in prescribed areas. The prohibitions herein shall not apply to an electric personal assistive mobility device to the extent authorized by state law.

Sec. 90-6. Protection of property, facilities, flora, and fauna.

(a) *Buildings and facilities.* No person shall engage in any of the following activities on any county-owned or managed land without prior written authorization from the administrator or designee:

(1) Willfully mark, deface, damage, displace, destroy, remove, or tamper with any buildings, facilities, bridges, piers, tables, benches, railings, paving or paving materials, water lines or other utilities, permanent or temporary signs, placards, notices, monuments, stakes, posts, gateways, locks, fencing, boundary markers, or other structures, equipment or county property;

(2) Use any county-owned or managed land or related facility, including but not limited to buildings, bridges, piers, tables, benches, or railings in a manner that precludes regular and customary usage to other patrons, unless such person has obtained the right to exclusive usage from the department;

(3) Construct, erect, or place any buildings, monuments, memorials, plaques, tributes, or structures of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such lands;

(4) Use tacks, nails, staples, or other items that penetrate wood on shelters, signs, trees, boardwalks, or other structures;

(5) Enter, occupy, or use in any manner any lifeguard stand or station, lifeguard vessel or surfboard, or other lifesaving equipment at any time;

(6) Climb on or over and/or suspend from any buildings, facilities, fences, benches, picnic tables, structures, historic ruins, or boardwalk and bridge railings; nor shall any person stand or sit on any structure not intended for such use;

(7) Dispose of trash or garbage generated outside county-owned or managed lands in any refuse facility within a county-owned or managed land, with the exception of disposing of recyclable materials in recycling containers provided by the county; or

(8) Possess food on or within any boardwalk, observation tower, or designated dog park.

(b) *Plant life.* All plant life, living or dead, terrestrial, aquatic, and epiphytic species, within any county-owned or managed land is either the property of the county or is property managed by the county. No person shall engage in any of the following activities on any county-owned or managed land without prior written authorization from the administrator or designee:

(1) Cut, carve, break off, nail into, or otherwise damage bark, limbs, or branches of any plant or tree, except within designated special use areas; nor shall any person harvest any flowers or seeds or otherwise mutilate a plant or tree, except within designated special use areas;

(2) Dig in, disturb, or in any other way impair the natural condition of any area, except within designated special use areas; nor shall any person place debris or materials of any kind on or about any tree or plant, or climb, or attach any rope, wire, wooden boards, or ladders thereto, unless attached to trees that are a minimum of 12 inches in diameter measured at chest height and using a minimum of 1-inch-wide flat web straps for the

express purpose of setting up a temporary hammock, except within designated special use areas; or

(3) Transplant, possess, or remove any plant or plant part from any county-owned or managed land; nor shall any person introduce any plant species by willful act, negligence, or for any other reason.

(c) *Sand, soil, and wood.* No person shall, without prior written authorization from the administrator or designee, on any county-owned or managed land:

(1) Move or remove any sand, clay, soil, rock, stones, timber, or other wood or natural materials, whether submerged or not;

(2) Make any search or excavation by tool, equipment, blasting, or other means or agency; or

(3) Perform any manner of turf or landscape maintenance activity unless duly authorized as a county employee, contractor, or volunteer.

(d) *Wildlife.* No person shall engage in any of the following activities on any county-owned or managed land without prior written authorization from the administrator or designee:

(1) Possess, molest, harm, frighten, kill, trap, hunt, chase, capture, shoot, or throw any object at any wildlife; remove the eggs, nest, or young of any wildlife; remove, possess, give away, sell or offer to sell, buy or offer to buy, or accept as a gift any specimen, dead or alive, of any wildlife, except by permit granted by the department or in accordance with a valid fishing permit issued by the state. Fishing, including the collection of shells containing living wildlife, is further restricted in section 90-7(e) of the Code. The collection of shells containing no living wildlife, however, is permitted, except at archaeological sites, on a county or state historic site, on a site listed with the National Registry of Historic Places, or other sites as designated by the administrator or designee;

(2) Feed or attempt to pet any wildlife; or

(3) Introduce any pet, plant or other wildlife into any county-owned or managed land by willful abandonment, negligence, or for any other reason.

(e) *Historic artifacts and remains.* No person shall:

(1) Without prior written authorization from the administrator or designee, willfully mark, deface, damage, displace, destroy, excavate, disturb, remove, or tamper with any cultural resource, historic artifact, or skeletal remains of any species, within any county-owned or managed land; or

(2) Without a permit for scientific research under section 90-9, dispose of or deposit the skeletal or cremated remains of any species within any county-owned or managed land.

Sec. 90-7. Activities within county-owned or managed lands.

(a) *Hiking.* Walking, running, jogging, and/or hiking is permitted only along trails or pathways or areas specifically designated for such use or uses and during posted hours.

(b) *Horseback riding.* Horseback riding is permitted only along trails or areas specifically designated for such use. Horses shall be thoroughly broken, properly restrained, and ridden with due care. Horses shall not be allowed to graze or go unattended and must be on a lead at all times. Horses may only be hitched to hitching posts clearly identified for such use. No horse-drawn carriages, carts or wagons shall be allowed or used within any county-owned or managed land.

(c) *Fires.* No person shall ignite or attempt to ignite a fire, except in a grill, stove, fireplace, or designated fire circle.

(1) Campfires or any other open burning, even in approved areas, may be prohibited when deemed necessary by the department or by restrictions mandated by state or federal agencies. No person who starts or utilizes a fire shall leave the area without completely extinguishing the fire.

(2) No person shall use any type of gasoline, kerosene, or diesel fuel as an accelerant to start a fire in a grill, nor use a grill or other device in such a manner as to burn, char, or blemish any bench, table, or other county property. No person shall dispose of hot coals, burning matches, smoking materials, or other flammable materials except in designated areas or receptacles.

(3) Frying of any kind is prohibited, including but not limited to turkey fryers, deep fat fryers, skillets, and electric frying pans or any other apparatus which uses or produces hot oil.

(4) Grilling on the beach is prohibited, except where expressly permitted under a special event permit.

(5) Possession of fireworks is prohibited, except where expressly permitted under a special event permit.

(6) The smoking or vaping of cigarettes, electronic cigarettes, filtered cigars, pipes or any other device that can be used to inhale smoke from a burning tobacco product is prohibited in environmental lands, County owned public beaches, Florida Botanical Gardens, and Heritage Village, except in designated areas. For purposes of this section, a “beach” is defined as: a sandy or rocky area along the shoreline located waterward or seaward of and including the vegetation line and/or the dune environment that is owned by the County. The term “smoking” shall mean “inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted tobacco product.” The term “vaping” shall mean “inhaling or exhaling vapor produced by a vapor-generating electronic device or to possess a

vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance." The department may, in its sole discretion, prohibit smoking or vaping at other county-owned or managed lands by the department when necessary for fire prevention purposes.

(d) *Camping.*

(1) Camping is strictly prohibited at all times unless a camping permit and copy of the camping rules and regulations are obtained prior to camping. When permitted, camping shall be limited to those areas specifically designated for such use.

(2) Campers must have a valid permit and a valid picture identification card while camping. It shall be unlawful for any person to camp on any county-owned or managed land for a period of time in excess of 14 days in a 30-day period.

(3) All waste shall be placed in disposal containers where provided. Where no disposal containers are provided, or where the containers provided are full, all waste shall be carried away by the user of the camping area and properly disposed of outside of the county-owned or managed land.

(4) Tents shall be stand-alone type and may not be attached to trees or any other vegetation or structure with any guy wire, rope, extension brace, support, fastener or any other device.

(e) *Fishing.* Fishing is prohibited except in those public areas designated for such activity. Persons fishing shall obey all state and federal laws pertaining to fishing as well as any posted rules and regulations. Fishing is prohibited from beaches in any area designated for bathing or swimming. No person shall leave the area without disposing of unwanted fish and bait on piers, catwalks, or other areas where fishing is authorized. Excluding saltwater fish as defined in F.S. § 379.101 as may be amended, non-target organisms, including but not limited to turtles, birds and frogs, that are incidentally captured using standard techniques (i.e. bycatch) shall be released unharmed. Cast netting or use of traps within or from the bank of any freshwater body in any county-owned or managed land is prohibited.

(f) *Bathing and swimming.* Swimming, bathing, or wading is prohibited except in those public areas designated for such activity. Further, no person shall:

(1) Use soap or other cleansers in any swimming area or any other waters, including but not limited to beaches, lakes, streams, and stormwater facilities, including any freestanding shower towers or similar apparatus;

(2) Erect any tent, shelter, or structure on or in any beach, or bathing or wading area in such a manner that a guy wire, rope, extension, brace or support connected or fastened from any such tent, shelter, or structure to any other structure, stake, rock, or object is

necessary; any tent, shelter, or other such structure must provide an unobstructed view of the interior from at least two sides; or

(3) Possess, carry, or transport any glassware, bottles, or any other potentially dangerous or sharp objects into any beach, or bathing, wading, or swimming area.

(g) *Picnicking.*

(1) Use of park and environmental lands property, including picnic shelters, tables, and benches generally follows the rule of first-come, first-served, unless reserved beforehand through the department's reservation program. Picnicking is permitted only in areas specifically designated for such use.

(2) All refuse, waste, and trash shall be placed in disposal containers where provided in all county-owned and managed lands. Where no disposal containers are provided, or where the containers provided are full, all refuse shall be carried away by the user of the picnic facility and properly disposed of outside of the county-owned or managed land.

(h) *Audio devices.* Radios, electronic musical players or instruments, and all other audio devices are permitted so long as they are played at volume levels that do not disturb, annoy, injure, or endanger the comfort, health, peace, or safety of the wildlife or reasonable persons of ordinary sensibilities or unnecessarily detract from a peaceful atmosphere. Such noise shall not be heard within any county-owned or managed land from a location more than 50 feet from the source of the noise, unless a special event permit has been issued for such use.

(i) *Nudity.* It shall be unlawful for any person over the age of four years old to appear nude in any county-owned or managed land, provided that a person may appear nude:

(1) In a restroom, dressing, locker or shower facility, provided, however, that except as permitted by section 70-214 of the Code, no person over the age of six shall occupy or enter any such facility which is reserved or designated by the department for the exclusive use of the opposite sex without adult supervision;

(2) In a privately owned, fully enclosed, temporary dwelling used for camping at campsites;

(3) When the conduct of being nude cannot constitutionally be prohibited by county ordinance because it is otherwise protected pursuant to the United States Constitution or the Florida Constitution under existing judicial decisions; or

(4) When breastfeeding a baby, and then only the extent reasonably necessary to allow breastfeeding.

(j) *Hunting and weapons.*

(1) Firearms as defined in F.S. § 790.001 are exempt from this article and regulation is pre-empted to state law.

(2) No person shall carry, use, or possess weapons, toys, or instruments that discharge projectiles, including but not limited to air rifles, spring guns, bows and arrows, paint guns, water cannons, slingshots, and boomerangs except as a participant in a program approved by the board.

(3) Knives or other blades used exclusively for fishing, camping, and other authorized outdoor activities are permissible. All other melee weapons or instruments that pose a threat to human safety or wildlife are prohibited.

(4) Parents or guardians will be held strictly responsible and accountable for the actions of minors with regard to the prohibitions in this and other subsections of this article.

(k) *Alcoholic beverages.* Possession or consumption of alcoholic beverages within any county-owned or managed land is prohibited, except that, notwithstanding contrary provisions of the Code, possession is permitted at county boat ramp facilities and public marinas, and consumption is permitted onboard a vessel moored at a public marina. This prohibition may be waived if:

(1) The county has approved a contract or issued a permit, which by its terms allows the sale and/or consumption of alcoholic beverages in a specified area or place; or

(2) The board by resolution has temporarily waived the prohibition for a special event or activity in a specified area or place.

(l) *Pets.*

(1) No pets, except horses accessing and utilizing trails designated for horseback riding, are permitted in any environmental land.

(2) Within parks, department-managed facilities, and public marinas, pets, shall be caged or on an adequate leash not greater than six feet in length. Pets shall not be left unattended or off of a leash except in designated areas posted by signage.

(3) The owner or person in charge or in control of the pet shall immediately remove all feces deposited by such animal and dispose of same in a sanitary manner.

(4) The owner or person in charge or in control of the pet shall be held responsible for the pet's behavior and actions at all times.

(5) Except where expressly allowed, no pets are permitted in any playgrounds, swimming areas, beaches, boardwalks, bathrooms, showers, and dining areas. The department may designate further areas where pets are prohibited. Those persons in possession or control of pets within any county-owned or managed land shall obey all county ordinances including but not limited to chapter 14 of the Code except where chapter 14 is less restrictive than the provisions of this article.

(m) *Exotic wildlife and state licensed wild animals.*

(1) No livestock or class I, II, or III exotic wildlife, as defined by Florida Statute, shall be permitted in any county-owned or managed land unless expressly authorized by the administrator or designee.

(2) No wild animals for which a state license is required are permitted in any county-owned or managed land.

(n) *Gambling.* No person shall engage in any form of gambling as prohibited by state law.

(o) *Pollution.* Any act resulting in pollution is prohibited, including, but not limited to, the use of fountains, ponds, lakes, streams, bays or any other bodies of water adjacent to or within county-owned or managed lands, or the tributaries, storm sewers or drains flowing into them as dumping places for any substance, including fuel, which will or may result in the pollution of said waters.

(p) *Metal detectors.* The use of metal detectors is prohibited except on beaches in parks.

(q) *Aircraft.* No person operating, directing, or responsible for any airplane, helicopter, drone, glider, hang glider, hot air balloon, dirigible, parachute or other aerial apparatus, including those radio controlled or otherwise unmanned, shall take off from or land in or on any county-owned or managed land, except for purposes of public safety or where written permission has been obtained from the administrator or designee.

(r) *Bounce houses.* No person shall possess or erect a bounce house without a permit issued by the department. When permitted, bounce houses shall only be erected and used at areas designated for such use by the department.

(s) *Miscellaneous.* No person shall engage in any activity within any county-owned or managed land that is dangerous to the health, safety or welfare of any person or that could foreseeably damage private or county property, including but not limited to hitting golf balls, racing or speeding in a dangerous manner, and suspending, diving or jumping from bridges or catwalks. Nor shall any person engage in any activity within any county-owned or managed land that interferes with the use and enjoyment of the county-owned or managed land and its facilities by other patrons. No person shall possess balloons in any county-owned or managed land, except in enclosed buildings, provided, however, that any helium balloons shall be properly secured when bringing balloons into and out of enclosed buildings. The department reserves the right, within the confines of applicable law, to limit other activities within any county-owned or managed land when, at the department's sole discretion, an area is deemed unable to support such activities.

(t) *Litter.* No person shall throw, discard, place or deposit any trash, garbage, junk, debris, refuse, or rubbish in any county-owned or managed land or its facilities that are not specifically designated for such trash/garbage disposal.

Sec. 90-8. Restrictions on the sale or conveyance of regional park property.

Except as otherwise permitted by this article, the county shall not sell, convey or transfer any fee simple interest in any county-owned regional park property, or portion thereof, or lease or license any regional park property for a period of longer than ten years, to any other person unless approved by resolution adopted by at least a majority vote plus one of the board at a public hearing advertised in accordance with the requirements of F.S. § 125.66(2)(a); provided that the requirements for a public hearing and a super majority vote shall not apply to:

(1) The exchange of regional park property for reasonably equivalent regional park property when it is deemed to be in the best interests of the public as determined by board and the requirements of F.S. § 125.37 are satisfied; and

(2) The sale, transfer, conveyance, or dedication of regional park property to another governmental unit for a public purpose in accordance with the requirements of F.S. § 125.38.

Sec. 90-9. Permits.

(a) *Permit required.* A department permit is required before a person may engage in the activities listed in subsection (b) in any county-owned or managed land. If a person may remain on site after operating hours or access areas closed to the public, the terms of the permit will so specify. Application forms may be obtained from the department; a fee may be required. A department permit does not relieve the applicant from the permit requirements of section 10-26 et seq. or any other sections in the Code.

(b) *Activities requiring a permit.* Activities for which permit applications must be submitted include but are not limited to the following:

(1) Scientific research including but not limited to biological assays, species identification or collection, species observation, archaeological survey, and hydrological, geological, or chemical studies. This does not include activities such as visual observation of wildlife or vegetation within public areas. A scientific research permit granted under this subsection constitutes prior written authorization from the administrator or designee for purposes of compliance with section 90-6.

(2) All commercial photography, television broadcasting, and private photography involving special settings or structures or the performance of any person. An additional film permit may be required as issued by the St. Petersburg/Clearwater film commission. Permits are not required for bona fide newspaper, press association, newsreel and/or television news department personnel, who are identified by accredited press passes. Such personnel are regarded as persons performing a task involving the freedom of the press as set forth in the constitution of the United States and accordingly, shall not be restricted by this subsection (b)(2).

(3) Camping.

(4) Bounce houses.

(5) Special events.

(6) Large groups.

(7) Commercial activity.

(c) *Transferability.* Permits are not transferable and may only be utilized by those persons to whom the permit was issued.

(d) *Revocation.* Any permit issued pursuant to this section may be revoked for failure to comply with any condition imposed on the permit.

(e) *No entitlement to permit.* Because of the proprietary nature of the county-owned and managed lands, this section does not create any right or entitlement to a permit.

Sec. 90-10. Commercial activity, publicity, and signs.

(a) Commercial activity on county-owned or managed land that is not conducted by the department, or a county-approved concessionaire, licensee, or permittee, is prohibited. Nothing in this section shall be deemed to preclude the county from entering into a sponsorship agreement with commercial or noncommercial entities.

(b) No person shall place or affix any handbill, pamphlet, circular, placard, or any other printed matter upon a vehicle within any county-owned or managed land, except as provided by department permit.

(c) No person shall place any sign within any county-owned or managed land, unless the sign is placed in correlation to an event or gathering, for which a reservation through the department was made or permit from the department was obtained, and which is occurring within that specific county-owned or managed land on the day the sign is placed. Persons placing such signs must remove them from the premises before leaving the property. Any such sign placed pursuant to this provision shall be temporary in nature, no larger than 18 by 24 inches, and placed into the ground by small stakes designed so as to minimize damage to the landscaping.

(d) Any person wishing to distribute any handbills, pamphlets, circulars, placards, or other printed materials may not do so in a manner or location that interferes with the public's enjoyment of the park, or in such a manner as to result in littering or pollution.

Sec. 90-11. Resident personnel.

It is hereby acknowledged that it may be necessary for certain persons to have their primary residences within boundaries of county-owned or managed lands as authorized by the board or administrator or to receive temporary permission to reside within the same pursuant to written approval from the department. Such personnel and their families and guests are exempted from the

regulations and prohibitions of sections 90-7, 90-9, and 90-10 while said persons are within the boundaries of the primary residence as defined by the residential lease or residential license agreement between said personnel and the county, or within the temporary residence. At all times, however, resident persons remain subject to all applicable state laws, other county ordinances, and the terms and conditions of the lease, license, or permit while within the residence.

Sec. 90-12. Exemptions.

Any person performing duties authorized by the board or administrator or designee, while performing duties pursuant to this article or other law or within his or her official capacity, is hereby exempted from all prohibitions and restrictions of this article. However, all such persons shall comply with any and all other applicable federal, state or local laws.

Sec. 90-13. Enforcement and penalties.

(a) It shall be a violation of this article for any person to fail to comply with any prohibition, mandate, restriction or other declaration set forth herein.

(b) All provisions of this article may be enforced by all authorized law enforcement officers and all personnel authorized by the administrator or designee.

(c) Except as otherwise provided by law or ordinance, a person convicted of a violation of this article shall be punished by a fine not to exceed $500.00. With respect to violations of this article that are continuous with respect to time, each day the violation continues is a separate offense.

(d) In addition to the penalties provided in subsection (c) of this section, a person who violates this article may also be liable under chapter 58 of the Code, including for civil penalties up to $10,000.00 per offense where each day the violation continues constitutes a separate offense.

Sec. 90-14. Identification of county-owned environmental lands subject to Charter restrictions.

County-owned environmental lands in the following preserves and management areas are hereby designated as environmental lands subject to the provisions of Section 2.08, Pinellas County Charter, as further described in the maps appended to Ordinance No. 08-46 and as Appendix C to the Code:

(1) Allen's Creek Management Area.

(2) Alligator Lake Management Area.

(3) Anclote Islands Management Area.

(4) Brooker Creek Preserve.

(5) Cabbage Key Management Area.

(6) Cow Branch Management Area.

(7) East Lake Management Area.

(8) Joe's Creek Management Area.

(9) King Islands Management Area.

(10) Lake Seminole Management Area.

(11) Lake Tarpon Management Area.

(12) Lake Tarpon West Management Area.

(13) Long Branch Management Area.

(14) Mariner's Point Management Area.

(15) Mobbly Bayou Preserve.

(16) Ozona Management Area.

(17) Shell Key Preserve.

(18) Travatine Island Management Area.

(19) Weedon Island Preserve.

Sec. 90-15. Group gatherings, performances, and speeches.

The board shall have the authority to designate certain county-owned or managed lands or portions of county-owned or managed lands for public demonstrations, gatherings, performances, and speeches which, due to the size of prospective groups, will interfere with the use of the county-owned or managed land by the general public. Groups intending to use such designated county-owned or managed land for public demonstrations, gatherings, performances, and speeches shall give advance notice to the department and may be required to obtain a special event or large group permit.

Sec. 90-16. Boating, docks, and launching ramps.

(a) No person shall bring into or operate any vessel on any county-owned or managed lands other than those so designated for such use or purpose by the administrator or designee or applicable state law.

(b) All persons navigating or operating a vessel in county-owned or managed lands shall comply with the Florida Fish and Wildlife Conservation Committee Boating Regulations and U.S. Coast Guard Navigation Rules and Regulations as applicable. Said persons shall recognize marked manatee protection zones and boating safety zones, including but not limited to the vessel exclusion zones, combustion-motor exclusion zones, no wake zones, and minimum wake zones identified in chapter 130 of the Code.

(c) No vessel shall enter marked swim areas or zones, whether designated by the state or county.

(d) No person other than a concessionaire contracted by the county, shall be permitted to rent, hire, or operate for charge, any vessel on any county-owned or managed lands.

(e) To the extent authorized by state law, the department may regulate vessel type and motor size within county-owned or managed lands.

(f) Vessels shall not be operated in such a manner as to molest or harm wildlife or to cause damage to aquatic life, substrate or county property. No refuse, trash, oil or bilge water shall be thrown or pumped overboard within county-owned or managed lands. Sanitary facilities on vessels, which discharge overboard, must not be used while vessels are within the county-owned or managed lands.

(g) The following standards shall apply to the use of docks and boat ramps within county-owned or managed lands:

(1) All persons shall use designated boat ramps or launch areas when launching or landing motorized vessels.

(2) Docks and ramps shall be kept clear of all equipment or gear.

(3) Boat ramps are for active loading and unloading only.

(4) Any defacement or damage of piers or of dock property shall be repaired or corrected at the expense of the person or persons responsible for such defacement or damage.

(5) Docking and mooring facilities shall not be used for commercial activity without prior authorization from the department. No person shall use or occupy any docking or mooring space to the exclusion of other park patrons for an unreasonable amount of time. Barring exigent circumstances, such period of time shall not exceed 30 minutes.

(6) No fueling of any vessels on any docks or boat ramps. Fuel containers shall only be used while refueling vessels, and no fuel containers of any type shall be left unattended.

(7) Storage of vessels and/or trailers is prohibited except in designated storage facilities. For purposes of this Section, “storage” shall mean one of the following:

a. an unattached trailer, with or without a boat.

b. an attached trailer with a boat.

c. an oversized vehicle or trailer not intended for the space, e.g. recreational vehicle, camper, landscape or cargo trailer.

Sec. 90-17. Public access; hours; fees; regulations.

(a) The department reserves the right to limit public access to any county-owned or managed land when deemed necessary to protect the public welfare or inherent natural resources. No person shall loiter in or around any restroom, dressing room, locker room, shower facility, or parking lot in any county-owned or managed land.

(b) The hours of operation for all county-owned or managed lands are 7:00 a.m. to sunset unless otherwise posted or authorized by department permit.

(c) Upon resolution of the board, the department is authorized to charge fees, including parking, entrance, user, or other fees, for activities on or use of county-owned or managed lands.

(d) The department shall have the authority to adopt regulations relating to the use of county-owned or managed lands that are not in conflict with this article.

Sec. 90-18. Citizen support organizations.

(a) Prior to conducting any operations on county-owned or managed lands, a citizen support organization (CSO) shall enter into a written agreement with the county. The agreement shall establish duties of the department and the CSO, including but not limited to the requirements set forth in subsections (c) and (d) of this section. The agreement may grant a CSO certain permissions consistent with this article and the department's mission, such as artifact excavation and monument erection.

(b) The department and a CSO shall each have the authority to terminate a written agreement entered into pursuant to subsection (a) with and without cause. Upon termination or expiration of such written agreement, a CSO shall, within 15 days, cease operations on county-owned or managed lands and remove any reference to the department or county-owned or managed lands from its entity name.

(c) Between October 1 and October 30 of each year, each CSO shall provide the department with the following:

(1) A balance sheet and supporting financial statements for the ending current fiscal year;

(2) The CSO's budget for the upcoming fiscal year;

(3) The CSO's most recent federal Internal Revenue Service return of organization exempt from income tax form (Form 990);

(4) The CSO's annual goals and objectives;

(5) An evaluation of the CSO's operations and programs for the ending current fiscal year; and

(6) A list of the CSO's current officers.

(d) The department shall annually make the information obtained from each CSO pursuant to subsection (c) available on the department's website.

(e) The reporting requirements in subsection (c) apply equally to CSO's in existence before and after the effective date of this section 90-18. A CSO with a current, active written operating agreement with the county as of the effective date of this section, however, is not required to enter into a new agreement with the county and otherwise comply with this section to the extent such compliance is inconsistent with the CSO's current agreement until the current agreement expires or is terminated by the CSO or county.

Sec. 90-19. Service animals.

(a) Service animals shall be maintained in accordance with the provisions of section 90-7 and individuals utilizing service animals must comply with all provisions of this article, except as follows:

(1) Service animals are permitted to accompany disabled patrons in all areas open to the public; and

(2) Notwithstanding any provision to the contrary contained in chapter 14 of this Code, if a leash of six feet would interfere with the service animal's ability to work or the disabled individual's disability prevents using a leash of six feet or less, the service animals must be otherwise harnessed, leashed, or tethered to the disabled individual, the individual's mobility device, or the animal's handler using the most reasonable restrictive length of leash, harness, or tether over six feet. If a harness, leash, or tether interferes with the service animal's work or the individual's disability prevents using these devices, the individual must maintain control of the animal through voice, signal, or other effective controls.

(b) An individual with a disability may be asked to remove a service animal from the premises if:

(1) The animal is out of control and the animal's handler does not take effective action to control it; or

(2) The animal is indoors or on a paved surface and is not housebroken.

Secs. 90-20—90-116. Reserved.

SECTION 2. Severability. If any Section, Subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

SECTION 3. Areas Embraced. This Ordinance shall be effective in the incorporated as well as unincorporated areas of the County.

SECTION 4. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Pinellas County Code and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to section, article or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. Filing of Ordinance; Effective Date. Pursuant to Section 125.66, Fla. Stat., a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This Ordinance shall become effective upon filing of the ordinance with the Department of State.

APPROVED AS TO FORM
By: *Cody J. Ward*
Office of the County Attorney

STATE OF FLORIDA

COUNTY OF PINELLAS

I, KEN BURKE, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners, in and for the State and County aforesaid, DO HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners of Pinellas County, Florida, on July 18, 2023 relative to:

ORDINANCE 23- 10

AN ORDINANCE OF THE COUNTY OF PINELLAS, PROVIDING THAT THE PINELLAS COUNTY CODE BE AMENDED BY REVISING CHAPTER 90 OF SAID CODE; PROVIDING FOR REVISIONS TO CHAPTER 90 OF THE CODE INCLUDING REVISIONS TO SECTION 90-7 RELATED TO SMOKING AND VAPING ON CERTAIN COUNTY OWNED PROPERTIES AND BEACHES; AMENDING SECTION 90-16 RELATING TO BOATING, DOCKING AND STORAGE OF VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AREAS EMBRACED; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this July 20, 2023.

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

KEN BURKE
Clerk of the Circuit Court
and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Derelynn Revie, Deputy Clerk

Eres, Christian

From: Eres, Christian
Sent: Thursday, July 20, 2023 9:11 AM
To: County Ordinances
Cc: Revie, Derelynn; Young, Bernie C; DiNapoli, Franchesca
Subject: PIN20230720_Ordinance2023_23-10
Attachments: PIN20230720_Ordinance2023_23-10.pdf

Sender Full Name:	Ken Burke, Clerk of the Circuit Court and Comptroller Derelynn Revie, Deputy Clerk, Board Records Department
Sender Phone number:	(727) 464-3458
County Name:	**Pinellas**
Ordinance Number:	**PIN20230720_Ordinance2023_23-10**

Thank you,
Christian Eres
Records Specialist III
Board Records Department
Office of Ken Burke, Clerk of the Circuit Court and Comptroller
Pinellas County, Florida
315 Court Street, 5th Floor, Clearwater, FL 33756
Office (727)464-3464| Fax (727)464-4716
ceres@ mypinellasclerk.gov | www.mypinellasclerk.gov
Tell us how we're doing by filling out a comment card!

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Please Note: All mail sent to and from Pinellas County is subject to the Public Records Laws of Florida

AGENDA ITEM NO. I.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 8, 2023

SUBMITTED BY: Stacy Boyles, Public Works

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading of Ordinance 2023-12, Amending the FY 2023 Budget to add two authorized positions for the Grounds Maintenance I/II/III Classification

BACKGROUND: The City's Grounds Maintenance Division is made up of seven dedicated field staff positions and a Crew Chief who are responsible for maintaining over 100 areas throughout the City. During COVID, we experienced extreme difficulty hiring and retaining staff. For a period of time, the division was down to only two field staff and one of those staff was on light duty for an extended period of time. While this tiny crew was working harder than ever, performance expectations were unable to be met. As such, in the adopted FY 23 budget, the City included a line item for Causeway and Paradise Boulevard landscaping contractual services in the amount of $300,000 to augment the city's grounds maintenance staff. Additionally, levels of service expectations over the past couple of years from residents have increased, of which may be caused by more people working from home and the price of homes being purchased is much higher, therefore, the standard of service desired is higher. Simultaneously, the City stopped using pesticide, insecticide, herbicide, fertilizer, or any other chemicals and requiring manual weeding. This was a change made a few years ago as part of the overall initiative to be more sustainable and to decrease our impact to the environment, but it does take more effort to maintain our city grounds.

In the Fall of 2021, the Public Works Directors, along with the Grounds Supervisor and Crew Chief held several work sessions to redistribute operational tasks for improved

efficiency and accountability. Each of the two crews was given set areas throughout the City that they are now independently responsible for. Instead of a rotating mowing position that floated between the crews, a second utility trailer was purchased so that each crew could be responsible for their own mowing. The work orders were streamlined to group small areas in close proximity with similar maintenance requirements and work orders were also separated by task for independent recurrence intervals. For example, in the summer/growing season, the division is charged with mowing and edging all maintained areas each week (weather permitting). To do so, other tasks such as trimming must be moved to a bi-weekly basis to accommodate the seasonal mowing frequencies. The work order checklists, which must be completed before leaving an area, were also updated to add additional detail for newer staff to understand everything that must be done.

As of today, the division is staffed with leaders who are passionate about their job and have prior grounds experience. The new separation of duties and revised work order schedule has been working well for the group. The division has also put forth significant time converting areas to incorporate lower maintenance vegetation. The Grounds Crew has also capitalized on Beautify TI events to prioritize special projects and solicit community assistance. The group maintains a high level of service and responds to irrigation issues and downed trees after hours, as needed.

Invitation to Bid 23-015 was issued in April 2023 for Treasure Island Causeway Landscaping maintenance services. Only the Causeway area was included in the bid since the division was now nearly fully staffed. The contractor scope did not include several tasks that the City's grounds maintenance staff performs along the Causeway, as these items would have driven up the price of the bid or made the bid too difficult to respond to. Some of these items include ongoing debris removal (only performed while the contractor is on site), medjool date palm injections, restoration due to damage that is documented in police reports, tree removal and replacements, and the replacement of irrigation pipes/valves/solenoids/heads. While there were four landscaping companies that showed interest in performing the service, only one bid was received from J&J Diversified, LLC. The pricing submitted by J&J Diversified, LLC was as follows:

<u>J&J Diversified, LLC Landscaping Maintenance Bid</u>
FY 23 monthly fee: $21,250
FY 24 monthly fee: $16,738 ($200,850/yr)
FY 25 monthly fee: $17,875 ($214,500/yr)

At the July 18, 2023 Commission Workshop, there was a presentation of the areas maintained and a discussion about the pros and cons of utilizing additional Grounds Maintenance staff to perform the services that were budgeted to be provided by a contractor.

POLICY/PURPOSE:

To amend the FY 2023 Budget to increase the number of authorized full-time positions from 7 to 9 in the Grounds Maintenance I/II/III classification, in lieu of awarding a contract to supplement the City's grounds maintenance staff.

STRATEGIC PLAN RELEVANCE:

The discussion of landscaping maintenance services supports the Strategic Plan goal to *Maximize the Utilization of the City's Resources*.

The Administration Roadmap; Goal 1 is to *"Develop, support, and retain a diverse workforce to serve the needs of the community"* with an objective to *"Evaluate needs, skills and positions for future staffing and improve recruitment and retention of City employees"*.

ANALYSIS/DISCUSSION:

In lieu of awarding the maintenance contract, staff proposes adding a third grounds maintenance crew. Having a third maintenance crew would allow for an higher level of service by being able to lessen the number of areas that each crew is responsible for. To round-out a third crew, two additional full-time positions are needed and a pickup truck that was planned to be surplused by the Fire Department would be transferred to Public Works and require some retrofitting and repairs. In FY 23, the cost to add a Service Worker I and a Service Worker II in the division would cost a total of $102,353 per year to include benefits. The cost to initially retrofit the F-250 and outfit it with a utility trailer and power tools would be approximately $14,625. Additional ongoing costs of approximately $3,140 would be needed to cover the truck's annual fuel cost and the crew leader's cell phone service. These costs are outlined in Attachment A and total to $120,118 for the first year and $105,493 in future years based on the FY23 pay rates. This option would increase the City fleet by one truck and future truck replacement would be programmed in the budget.

The City currently is authorized through the adoption of the FY 2023 Budget for seven authorized positions in the Public Works Grounds Maintenance I/II/III classifications. Approval of

this ordinance will result in an increase to the overall number of authorized positions by two full time equivalents (FTEs) of Grounds Maintenance I/II/III classifications, allowing for the creation of three grounds maintenance crews, as opposed to the two we have currently.

FUNDING:

The adopted FY 2023 budget has $300,000 in Account No. 001-5410-34000 to support this change; however, in future budgets the increase in authorized positions will be reflected as well as the associated costs in the salary and benefit accounts as well as the elimination of the $300,000 in contractual services.

Funds totaling $120,118 will be needed in next year's budget, FY 2024 for the additional personnel, equipment and vehicle retrofits. There will be very little impact of this change to the current years budget since it is near the end of the fiscal year.

MOTION:

I move to adopt/reject Ordinance No. 2023-12, amending the FY 2023 Budget to add two additional authorized full-time positions for the Public Works Grounds Maintenance I/II/III Classification at 1st reading and schedule a 2nd and final reading.

ATTACHMENTS:

Ord_2023-12_Budget_Amendment_2_FTE_for_PW_Grounds_Positions (02565849).docx
Att A - Estimated 3rd Grounds Crew Costs.pdf

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2023 BUDGET TO ADD TWO AUTHORIZED FULL-TIME POSITIONS FOR THE PUBLIC WORKS GROUNDS MAINTENANCE I/II/III CLASSIFICATION; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2022-12, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2023; and

WHEREAS, the adopted FY 2023 budget authorizes seven full-time positions for the Public Works Grounds Maintenance I/II/III classifications; and

WHEREAS, the public works grounds maintenance division would be more effective with additional staff; and

WHEREAS, the City has determined it to be more cost-effective to hire additional grounds maintenance staff instead of employing a contractor; and

WHEREAS, approval of this amendment would authorize two new full-time positions for the Public Works Grounds Maintenance I/II/III classifications; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City of Treasure Island finds it in the public's best interest to amend the City's budget to add the authorized positions for Grounds Maintenance.

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

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The FY 2023 Budget for the City of Treasure Island, Florida, as adopted pursuant to Ordinance 2022-12, is hereby amended by authorizing two additional full-time positions for the Public Works Grounds Maintenance I/II/III Classification.

SECTION 3. That allocation of appropriated funds shall not change in the current year's budget, but the change adding two authorized positions and associated personnel and operating costs will be reflected in next year's budget.

SECTION 4. 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 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 8th day of August 2023.

SECOND READING and PUBLIC HEARING on the 5th day of September 2023.

PUBLISHED in the Tampa Bay Times on the ___ day of August 2023.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of September 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

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

Initial & Annual Cost to Add 3rd Grounds Crew

In the Grounds Maintenance Division of the Public Works Department, there are currently 7 Service Workers (field staff) and a Crew Chief. There are two crews of 3 and a floating 4th service worker that works with either crew, as needed.

Adding 2 additional Service Worker positions will allow for a third crew wherein each is comprised of 3 Service Workers.

Although the FD pickup truck is older, it only has 50k miles and has been evaluated by three mechanics, including the Ford Dealership. The mechanics agree that the truck is in good condition and should last at least 5 years without additional major repairs. The tune-up costs below were estimated conservatively.

Estimated Initial Costs:		**qty**	**unit price**	**total**
Fire Deparment Transfer F-250				
	injectors/pipe stands/plugs	1	$ 740	$ 740
	oil pressure switch	1	$ 70	$ 70
	EGR valve	1	$ 130	$ 130
	fan clutch	1	$ 500	$ 500
	ICP pigtail	1	$ 75	$ 75
	cam/crank sensors	1	$ 180	$ 180
	labor to install parts above	1	$ 3,960	$ 3,960
	replace graphics	1	$ 200	$ 200
	rear cab guard	1	$ 200	$ 200
	arrow board	1	$ 900	$ 900
	utility trailer	1	$ 2,700	$ 2,700
	tool racks	2	$ 270	$ 540
Power Tools				
	weed eaters	2	$ 400	$ 800
	stick edgers	2	$ 400	$ 800
	hedge trimmers	2	$ 375	$ 750
	push edgers	1	$ 700	$ 700
	backpack blowers	2	$ 390	$ 780
Misc. Hand Tools		1	$ 600	$ 600
			Initial Equipment Subotal	**$ 14,625**

Estimated Annual Costs:	**qty**	**unit price**	**total**
Cell Phone Annual Service (1 for crew leader):	12	$ 45	$ 540
Annual Estimated Fuel Cost for Add'l Truck:	1	$ 2,600	$ 2,600
Personnel - Annual Rate with Benefits:			
New Service Worker positions (SWI & SWII)	2	$ 51,177	$102,353
		Annual Subtotal	**$105,493**

Annual Total Year 1 Cost:	**$120,118**
Annual Recurring Costs after Yr 1:	**$105,493**

AGENDA ITEM NO. I.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 8, 2023

SUBMITTED BY: Kathryn Younkin, Community Development

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Award contract to Kimley Horn and approve the scope of work/budget for up to $132,990 for the preparation of the 1st Phase of the Land Development Regulations Update.

BACKGROUND:

On December 20, 2022, the City Commission approved the ranking of consultants and gave permission to enter into negotiations with Kimley Horn for services. These services are related to the preparation of the city's Land Development Regulations (LDRs). The LDRs require updates:

- For clarity
- For consistency
- To reflect the vision of the community
- To bring them into compliance with current State Statutes
- To make them compliant with the recently adopted Comprehensive Plan

POLICY/PURPOSE:

The purpose of this item is to request the authority to execute the contract resulting from RFQ 23-002 and to authorize purchase authority up to $132,990 for the preparation of phase 1 of the Land Development Regulations Update.

STRATEGIC PLAN RELEVANCE:

These changes will support the following city goals:

Community Road Map

Goal 3: Cultivate a unified sense of Community Pride and Identity

Environmental Sustainability Road Map

Become an environmentally sustainable and resilient community

Objective 2: “Rise above” sea-level challenges

Objective 3: Promote community-driven sustainability actions

Objective 4: Encourage the use of alternative transportation

Financial and Economic Development Road Map

Goal 1: Foster a vibrant business community

Goal 2: Maximize the utilization of the City’s resources

Infrastructure Road Map

Goal 1: Protect City assets to sustain the future of Treasure Island

ANALYSIS/DISCUSSION: The scope of work/budget includes research, preparation of documents, public meetings, review with staff and presentations to the public, Local Planning Agency and City Commission as spelled out in additional detail in Attachment A.

FUNDING: Funding to begin this project is included in the FY 2023 Budget in account 001-5240-31200 Professional Services for a total of $303,500. This total includes funding for public meetings, separate civil engineering services related to resiliency, and partial funding for additional phases of work. The funding to continue the update to the Land Development Regulations will be proposed in next year’s budget.

The projected contractual costs for FY23 are as follows:
Professional Services for preparation of the Land Development Regulations Phase 1: $121,900
Staff is recommending authorization of up to $132,990 to reflect a small contingency of 9% for unanticipated items.

MOTION: Motion 1:
I move for the City Commission to approve / deny the execution of the contract with Kimley Horn from RFQ 230-002 for the preparation of the Land Development Regulations.

Motion 2:
I move for the City Commission to approve / deny purchasing authority for the scope of work with Kimley Horn from RFQ 230-002 in an amount not to exceed $132,990 for the preparation of phase 1 of the Land Development Regulations.

ATTACHMENTS:
Exh A and Exh B - contract rate schedule work authorization amended 2023 0802.pdf
Exh C - Public Entity Crimes Statement.PDF
Exh D - Truth in Negotiations Certification.PDF

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND KIMLEY-HORN AND ASSOCIATES, INC.

PERTAINING TO

LAND DEVELOPMENT REGULATIONS UPDATE

RFQ 23-002

AGREEMENT FOR PROFESSIONAL SERVICES

This contract pertaining to facilities engineering and architectural services ("Agreement") is made and entered into on the_____day of_____, 20____, (the "Effective Date") by and between the City of Treasure Island, Florida (City) and Kimley-Horn and Associates, Inc., Engineering/Consultants of Sarasota, FL (name as registered with the Division of Corporations, type of business, and principal address) who is authorized to do business in the state of Florida ("Consultant") (collectively the "Parties").

WITNESSETH:

WHEREAS, the City issued Request for Qualifications No. 23-002 for FACILITIES ENGINEERING & ARCHTECTURAL SERVICES on December 27, 2021 (the "RFQ"); and

WHEREAS, Consultant timely submitted its response to the RFQ on or before February 11, 2022 ("Consultant's Response"); and

WHEREAS, the City Commission awarded the contract to Consultant at its regularly scheduled City Commission Meeting on _____, 20____ for a total amount not to exceed $_____ ("Contract Total").

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated _____.

NOW, THEREFORE, in consideration of the mutual promises and the mutual benefits which will accrue to the Parties in carrying out the terms of this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 CONTRACT DOCUMENTS

The above recitals are true and correct and incorporated herein by reference. The "Contract Documents" shall mean and refer to this Agreement, the RFQ including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), Consultant's Rates Sheet, if any (attached hereto as **Exhibit 2**), and Consultant's Response (attached hereto as **Exhibit 3**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement takes precedence over the exhibits and any inconsistency between the exhibits attached hereto will be otherwise resolved in the following order:

Exhibit 1	RFQ
Exhibit 2	Consultant's Rates Sheet
Exhibit 3	Consultant's Response to RFQ

No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this Agreement contemplated.

Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Land Development Regulations Update.

3.2 The Consultant shall perform the Services in accordance with generally accepted professional standards. The Consultant shall perform the Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.3 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.4 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architect services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed Work Authorizations.

3.5 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.6 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as

amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 Each Work Authorization must be accompanied by a signed "Truth in Negotiation Certificate" using the form included in Section 5 of the RFQ.

4.2 **There is no guarantee of work under this Agreement**. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.3, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.3 If completion of the Services is unavoidably delayed, the City may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Consultant's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Consultant, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Consultant to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

4.4 It is the intent of the Parties that this Agreement continue in force until five (5) years from the Effective Date, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.5 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization. The timely receipt of the Services and deliverables to the City is essential. If the Services are not supplied in a timely fashion in accordance with the Contract Document, the City may cancel the unfilled portion of this Agreement for cause, purchase substitutes elsewhere, and recover from Consultant any increased costs and damages thereby incurred by the City.

4.6 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.7 Consultant shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or substantial increases in the costs of performing the work under the Contract Documents.

4.8 The Consultant shall provide services only after receipt of a written Work Authorization issued in accordance with this Agreement. Work Authorizations must be signed by the Consultant and the City and will constitute supplemental agreements entered into under the terms and conditions of this Agreement. Each Work Authorization must establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope of items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) – section 287.055, Florida Statutes

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 Ownership and Use of Materials. The Parties intend that the materials produced by Consultant as part of the Services is "work for hire" as contemplated by the United States Copyright Act and is to be solely owned by the City. Notwithstanding the foregoing, Consultant hereby irrevocably grants and assigns to the City all rights, title, and interest to all materials produced by Consultant under this Agreement, including, but not limited to, the sole, absolute and exclusive right, license and privilege to exhibit, distribute, market, transmit, duplicate, dub, perform, produce, reproduce, sublicense and otherwise use and exploit the material produced by Consultant throughout the world by all existing formats, including internet and mobile platform, and any as yet undiscovered methods and formats, and Consultant hereby grants the City all consent necessary to enable the City to exploit the material at its convenience. Consultant shall not be entitled to use the materials or any part of thereof produced under this Agreement, without PSTA's prior written consent, which the City may withhold in its sole and absolute discretion. Upon termination of this Agreement, however terminated, Consultant shall deliver to the City all papers and other materials related to the Services performed under this Agreement.

6.2 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant

upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.3 In the event the Consultant is authorized by a duly executed Work Authorization to become involved in litigation or administrative proceedings as a witness for the City or in any other professional assignment connected with litigation or administrative proceedings, the compensation or fee to the Consultant for such services will not be related to the findings of any court or administrative agency concerning the adequacy or inadequacy of the compensation or fee. The City will pay the Consultant compensation for said services in the manner set forth in the particular Work Authorization regardless of the decision in any such litigation or administrative proceedings.

6.4 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.5 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.6 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.7 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.8 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry

and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

6.9 Consultant warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

6.10 Consultant shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Consultant throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Consultant, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses reimbursed by the City to the Consultant related to the Services will be reimbursed at cost, with not markups, and in strict compliance with section 112.061 of the Florida Statutes. Reimbursable expenses shall not include the following items: (1) expenses incurred due to the fault or negligence of the Consultant and/or its agents and employees, including but not limited to, costs for the correction of damages, defective, or nonconforming work, disposal and replacement of materials incorrectly ordered or supplied, and making corrections to items not forming part of the Services; (2) Consultant's overhead and general expenses; and (3) expenses unrelated to the Services.

7.2 All costs of providing the Services will be the responsibility of the Consultant with no separate reimbursement by the City for any direct costs.

7.3 Except as may be addressed in the initiating Work Authorization, the compensation for Services will be invoiced by the Consultant and paid by the City periodically but no more than once each month. The City will make payments in accordance with the Florida Prompt Payment Act, section 218.70, *et seq.*, Florida Statutes.

7.4 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.5 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 23-002) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An evaluation committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

Patent, Trademark, Copyright, and Trade Secret. Consultant warrants that the Services, and all goods and work associated therewith, do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold the City, its commissioners, officials, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. The City shall promptly notify Consultant of any such claim. The City makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and the City shall not be liable to Consultant for any such claim brought against Consultant. If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify the City immediately and provide a detailed report. The rights and responsibilities of the Consultant and the City with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

Subcontractors and Subconsultants: If it should become necessary for the Consultant to utilize the services of an associated firm, a subcontractor or a subconsultant, in matters relating to the Services, then the identity of the associated firm, a subcontractor or a subconsultant shall be set forth in the particular Work Authorization. The Consultant shall require each such associated engineering firm, subcontractor or subconsultant to adhere to the appropriate provisions of this Contract and the utilization of any such associated engineering firm, subcontractor or subconsultant by the Consultant shall not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Contract or any duly executed Work Authorization. The Consultant shall not sublet, assign or transfer any work under this Contract to another associated firm, a subcontractor or a subconsultant without the prior written consent of the City.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of Section 287.055(6) of the Florida Statutes.

10.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct, or (e) failure to provide access to public records, or (f) having been found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or (g) Consultant otherwise materially breaches this Contract. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.

11.0 TERMINATION OF CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Agreement, the Consultant will be paid for services rendered through the date of termination. If the Contract is terminated, the Consultant must continue to perform for the remaining 30-day time period in accordance with all previous issued Work Authorizations, except to the extent Consultant is directed by the City in writing to cease performance of any or all such previously issued Work Authorizations. The Consultant will be entitled to compensation for all services rendered or performed on outstanding Work Authorizations through the date of the termination together with all costs and expenses incurred in connection therewith, but the Consultant will not be entitled to any other or further recovery against the City, including, but not limited to, anticipated fees or profit on services not required to be performed. The City shall determine that portion of the fee earned for any incomplete Work Authorization based on the ratio of such part of the Work Authorizations that has been completed relative to the entire scope of work. Any such determination will be made in the City's sole discretion.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant's activities and responsibilities under this Agreement.

15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 23-002 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17. 0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its commissioners, officials, officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 It is the specific intent of the Parties that that this indemnification provision complies with section 725.08, Florida Statutes. It is further the specific intent and agreement of the Parties that all of the Contract Documents of any project for which the Consultant provided services be hereby amended to include this indemnification provision. Consultant expressly agrees that it will not claim, and waives any claim that this article violates section 725.06, Florida Statutes or is unenforceable pursuant to section 725.06, Florida Statutes. This indemnification provisions shall include claims made by an employee of Consultant or any subconsultant again the City and the Consultant waives any entitlement to immunity under section 440.011, Florida Statutes. This Indemnification must survive completion or termination of this Contract.

17.3 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach and grounds for unilateral cancellation of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

19.0 MISCELLANEOUS TERMS.

19.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The Services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:

City of Treasure Island
Attention: Michael Munger – Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.
All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Company:	Kimley-Horn and Associates, Inc.
Attention:	B. Kelley Klepper, AICP
Address:	1777 Main Street, Suite 200
	Sarasota, FL 34236
Phone:	941.379.7600
Email:	kelley.klepper@kimley-horn.com

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree

that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

19.10 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Consultant all its reasonable attorneys' fees and cost incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Consultant. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal

research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statue, rule or guideline.

19.11 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESS:

Signature

Philip G. DiMaria, Jr.

Printed Name

Signature

Seth E. Schmid

Printed Name

CONSULTANT

Kimley-Horn and Associates, Inc.

Company Name

Signature

Vice President

Title

B. Kelley Klepper, AICP

Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

City Manager

ATTACHMENT

KIMLEY-HORN AND ASSOCIATES, INC. HOURLY RATE SCHEDULE

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier
Principal	$ 108.98	$ 326.94
Senior Professional 2	$ 99.66	$ 298.98
Senior Professional 1	$ 87.12	$ 261.36
Senior Project Manager	$ 83.77	$ 251.31
Project Manager	$ 55.70	$ 167.10
Project Professional 2	$ 72.20	$ 216.60
Project Professional 1	$ 59.16	$ 177.48
Professional 2	$ 48.19	$ 144.57
Professional 1	$ 42.09	$ 126.27
Analyst 3	$ 37.45	$ 112.35
Analyst 2	$ 35.34	$ 106.02
Analyst 1	$ 33.56	$ 100.68
Senior Designer	$ 52.77	$ 158.31
Designer	$ 45.33	$ 135.99
CADD Technician	$ 32.15	$ 96.45
Senior Admin / Tech Support	$ 52.49	$ 157.47
Admin / Tech Support	$ 29.99	$ 89.97

WORK AUTHORIZATION NUMBER 01-RFQ 23-002

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Treasure Island, Florida (the City) in accordance with the terms of the Land Development Regulations Update, RFQ 23-002, Agreement for Professional Services (the Agreement) dated _____, which is incorporated herein by reference.

Identification of Project and Contact Information:

Project Name: City of Treasure Island Land Development Regulations ("LDR" or "Code") Update.

RFQ Number: 23-002

City Contract Manager: _____

All notices required to be given to Consultant in this Work Authorization must be sent to Consultant at:

Company: Kimley-Horn and Associates, Inc.

Attention: B. Kelley Klepper, AICP and Philip DiMaria, AICP, CNU-A

Address: 1777 Main Street, Suite 200

Sarasota, Florida 34236

Phone: 941-379-7600

Email: Kelley.klepper@kimley-horn.com
Email: Philip.dimaria@kimley-horn.com

Project Understanding:

Consultant shall assist the City of Treasure Island with the update of the City's Land Development Regulations ("LDR or "Code") Update. The following details the scope of services, Consultant will provide, for the Code update. Revisions as identified below are understood to include revisions based on the consolidated comments, at project milestones provided by the City to the Consultant, and do not include minor revisions, clarifications of questions or grammatical revisions/edits.

It is understood that the City has three (3) goals as it relates to this scope of work. The three goals are as follows:

(1) Address inconsistencies with the newly adopted Comprehensive Plan ("Vision 2042" or "Comp Plan") as required by FS 163.3202.

(2) Address ongoing code conflicts and discrepancies as identified by City staff, then compile those conflicts and discrepancies within a spreadsheet and send to the Consultant. The spreadsheet shall also address the use of fill dirt within City limits as a means of elevating grade.

(3) Execute the City's Vision and amend the land development code as a means of achieving specific urban design objectives.

It is understood that the City's preference is to complete all three goals within a 12-month period, however it is further understood that the complexities of goal (3) above, will result in a phased approach to amendments over a 24-month period. It is assumed that the Tasks below relate to assisting the City in the completion of meeting their goals (1) and (2) only, and that services associated with goal (3) will be considered an additional service and can be provided in a subsequent work authorization.

Specific scope of basic Services:

Phase 1 of the City of Treasure Island LDR Update

TASK 1.0: PROJECT INITIATION

The main purpose for the project initiation task is to establish a common background and understanding of the project and the current conditions in the City. TASK 1.0 includes the following subtasks.

A. Local Planning Agency (LPA) Kick-Off Meeting & Staff Kick-Off Meeting – Consultant will prepare for and attend one (1) LPA Kick-Off meeting to review the scope of services, items to be reviewed, format of the proposed amendments and identify key components for consideration as part of the review process. It is understood Consultant will attend this meeting in person. Two (2) members from the Consultant team will also attend an internal team Kick-Off meeting with City staff on the same day as or prior-to the LPA Kick-Off meeting to review the project, identify additional data/analysis needs from the City, identify/understand key comments/considerations from other City staff members. These meetings will be held on a mutually agreed upon date.

B. Public Outreach Plan - The public outreach plan document will outline a process for providing opportunities for involvement by stakeholders. The document not only will outline the outreach activities and effort, but also indicate how the outreach event will integrate with the planning process. The plan will show how outreach creates information that contributes in a meaningful way to the planning process and integrates with outreach associated with other plans. Consultant will revise the public outreach plan one time based on City comments. It is understood that the City will identify/establish a stakeholder/steering committee that will be utilized to review the LDR prior to LPA review of modules. The City Commission may serve as the stakeholder/steering committee. Consultant will participate in up to three (3) sessions with the committee assumed to include one (1) kick-off introductory meeting and two (2) progress/review meetings. These meetings will be conducted in person at Treasure Island City Hall.

C. Project Website – The Client will be responsible for creating a webpage on the City's website for information relevant to the LDR. The Consultant will contribute to the initial website content and provide materials to be uploaded to the website during the planning process. The Client will be responsible for maintaining the webpage including overall design and maintenance of an interactive project website with educational material that would include project status information. For efficiency, Consultant recommends using the City's website with a separate link to provide users with updates to content, project information, and project schedules. If requested by the City, Consultant will also integrate social media platforms (e.g., Twitter and Facebook) into the project web presence.

D. Consultant will work with City Staff to determine the date and time of bi- weekly status update meetings to review the project's progress (assumed 24 meetings as part of the 12-month process).

TASK 1.1: ISSUE IDENTIFICATION

Consultant will initiate the process through an initial project orientation meeting with City staff (it is understood this initial meeting will be provided by MS Teams, Zoom or similar). Consultant will meet one time with City staff to discuss communication protocols, project approach, code considerations, schedule, and deliverables. The project orientation will be planned within no more than two weeks of notice to proceed (NTP). Consultant will coordinate with City staff to obtain available information, including a strikethrough/ underline version of the most recent comprehensive plan, records of previous planning and development- related applications and variances, tracking matrices of existing code issues, and other zoning data.

Consultant will review the City's LDR and prepare a written evaluation/matrix in spreadsheet format providing:

- A written evaluation of the current Zoning Code and Land Development Regulations;
- A review of key community goals for change to the LDR based on adopted comprehensive plan understood to be the 2023 Comprehensive Plan update (Vision 2042);
- Recommendations based upon the consistency analysis and recommended best practices from similar communities in an appendix that includes supporting information and examples from other areas (as appropriate);
- Identify changes in the state planning standards specific to the LDR.

Consultant will review the matrix with City staff via a teleconference call on bi-weekly meetings identified in 1.0(D) above and revise the matrix up to two (2) times based on staff comments.

TASK 1.2: ANNOTATED OUTLINE

A. Consultant will prepare an annotated outline based on the review matrix and comments received from City staff. The annotated outline will identify the location, form, contents, and structure of the proposed update to the LDR for review and comment prior to the commencement of drafting. This information will serve as the foundation for the updated Ordinance and respective standards. The annotated outline also will identify potential formatting and approaches to certain sections of the LDR. The annotated outline will include the following:

- Summary table of contents;
- The proposed chapter names and sequence of the LDR;
- The anticipated key section titles for each chapter;
- The proposed text numbering scheme and appearance;
- A detailed example of the proposed page layout and text nesting scheme (that will carry forward one or two agreed- upon sections of the current regulations that are not in need of substantive modification); and
- An example of the proposed summary table structure.

TASK 1.3: INTERNAL DRAFT LDR

TASK 1.3 builds off of the previous tasks and begins formulating updated text for the LDR. An internal draft document will be provided to City Staff for review and comment. The draft document is assumed to be provided in modules based on content and organization. Portions of A and B below will be provided with each module. It is understood City staff will consolidate all comments and provide one (1) set of comments to Consultant for revision.

A. Consultant will prepare the preliminary draft in a strikethrough/ underline and comment format. Consultant will prepare draft language based on the annotated outline and provide commentary in the margin (as a comment) on the proposed amendment. Upon request, Consultant will provide up to ten (10) preliminary illustrative graphics, including graphics and photographs of representative elements, to support the text within the LDR.

B. Consultant will complete the draft document, which will include graphics, and provide to City staff for review and comment. It is understood City staff will consolidate all comments and provide one set of comments to Consultant for revision. Consultant will revise the document up to two (2) times based on City staff comments.

C. Consultant will not be providing services specific to Zoning Map updates as part of the Phase 1 scope.

TASK 1.4: PUBLIC COMMENT DRAFT LDR

A. Upon completion of TASK 1.3, Consultant will prepare a Draft LDR for public review and comment and present it at up to two meetings total, as part of a community workshop and/or public meeting with the Local Planning Agency. It is assumed the workshop and meeting would be the same day and would include a daytime session (i.e., lunch/mid-day), open house prior to the Local Planning Agency meeting and or opportunities for stakeholder meetings between the daytime session and the open house.

B. Upon completion of TASK 1.4.A, Consultant will update the Draft LDR, also known as the adoption draft (see TASK 1.5). The updated LDR is intended to be consistent with the structure, contents, and layout described in the annotated outline, and will be supplemented with summary tables, simple illustrations, and flow charts. Consultant will prepare a companion document with annotations regarding the new standards, items for additional consideration (as applicable), and chapter-based summary lists of the key changes between the current regulations and the draft provisions.

TASK 1.5: ADOPTION DRAFT LDR

Consultant will provide the City staff with a compiled draft code (“adoption draft”) for review and comment. Final graphics are assumed to be a blend of three-dimensional drawings, annotated photographs, and line drawings. The exact number of final graphics will be determined based on the complexity of the illustrations discussed and agreed to during TASK

1.3.A. It is understood this draft will be provided in MS Word format for ease of review and edits.

Based on City staff comments, Consultant will revise the LDR up to two (2) times. Consultant will prepare a final Draft LDR for distribution by the City staff to the City Local Planning Agency and posting on the project website.

TASK 1.6: PUBLIC HEARINGS

A. Public Hearing #1, #2 and #3:

Following posting of the adoption version of the LDR on the project website and, the public notification by City staff, Consultant will present the revised and updated LDR at a total of three (3) public hearings with the Local Planning Agency or City Commission understood to be Public Hearing #1, #2 and #3. Consultant will present the LDR, key changes from the current provisions, and summarize the results of the testing process.

Following hearings, #1 and #2, Consultant will prepare a list of comments received and an overview of the necessary edits to the adoption draft of the LDR. This scope of services does not anticipate further edits to the LDR text until after adoption. Recommendations for change will be tracked in a companion document. It is understood, the City staff may meet independently with property owners, stakeholder groups or similar without Consultant. In the case that additional meetings are conducted, City staff will need to maintain a list of recommended edits to the adoption draft and provide those to Consultant for incorporation into the companion document.

B. Public Hearing #3. Following Public Hearings #1 and #2, Consultant will present the document and the edits to the adoption draft necessary to respond to the input provided during the meetings in sub-task A as part of Public Hearing #3.

TASK 1.7: LDR TESTING

The main purpose for this task is to test the draft LDR provisions through comparisons of recently-approved development and hypothetical new development prepared in accordance with the draft standards. The testing exercise helps to measure the impact of the proposed regulations and to minimize any unanticipated consequences that could result from application of the draft standards to sites in the City.

Consultant will meet via a conference call or as part of a previous regular scheduled meeting to identify the properties (sites). Consultant will perform the following:

A. Site Selection and Graphics. Consultant will identify up to three (3) potential sites or site features that demonstrate the interaction of the draft regulations via draft site layouts. Potential sites could include both residential and non-residential properties and or a mixed-use property. As an alternative, the testing scenarios could include generic site configuration features such as: the interaction of dimensional standards with parking, landscaping, open space, and generalized stormwater management features. It is understood the site testing graphics would include simplified graphics and illustrate key features only; no site specific or detail specific elements would be illustrated (i.e., detailed architectural elements). The draft site layouts will be general and will include a series of notes or callouts that identify how the draft provisions differ from the City's current regulations.

B. Revision. Consultant will conduct a conference call with City Staff to review comments regarding the draft site layouts. Consultant will make these graphics available to the City for distribution to the City Planning Board and the development community (if appropriate) and posting on the project website.

C. Follow Up. Following distribution to the City in 1.7 B above, Consultant will prepare a follow-up memorandum detailing the results of the testing exercise, input from the City Planning Board and members of the development community and identify a range of suggested revisions to the draft LDR text based on the draft site layouts.

Additional Services:

Any services not specifically provided for in the above scope of services will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Services associated with goal (3), identified within the project understanding, relating to executing the City's Vision and amending the land development code as a means of achieving specific urban design objectives.
- Services associated with rezonings or comprehensive plan amendments.
- Technical memorandums for specific issues or concerns.
- Meetings, workshops, public hearings and similar beyond those identified above. Depending on the nature of the meetings, workshops and or public hearings, additional items in this category typically range between $2,500 - $3,500 per meeting.
- Post Code adoption comprehensive plan /land use plan amendments (scope and fee to be provided post adoption based on the agreed upon amendments).
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources (i.e., conversion from hard copies/pdf). It is understood the City's zoning map and related information is parcel based and not polygon based (not tied to parcels).
- Additional revisions beyond those referenced in the above scope of services. Due to the nature of revisions, a typical range for revisions is not possible to provide. Consultant can provide a detailed scope and fee for a specific revision upon request by the City.
- Any additional Community Planning, urban design, economic and engineering studies and Codes other than prescribed in this scope.
- Community Planning, urban design, economic and engineering studies.
- Transportation analysis and modeling.
- Development of design and or architectural standards.
- Review the existing zoning map and determine the locations of recommended translations or conversions from current districts to new zoning districts.
- Additional reproduction needs for draft/final documents referenced in the above scope of services.

Schedule:

Consultant shall commence services upon a written Notice to Proceed and the following TASKS shall be completed per the schedule as outlined below.

Task	Description	Commencement Date	Completion Date
1.0	PROJECT INITIATION	Within 30 days of Consultant's receipt of NTP	Within 60 days of commencement date.
1.1	ISSUE IDENTIFICATION	Completion date of TASK 1.0	Within 30 to 60 days of commencement date.
1.2	ANNOTATED OUTLINE	Completion date of TASK 1.1	Within 30 to 60 days of commencement date.
1.3	INTERNAL DRAFT LDR	Completion date of TASK 1.2	Within 30 to 60 days of commencement date.
1.4	PUBLIC COMMENT DRAFT LDR	Completion date of TASK 1.3	Within 30 to 60 days of commencement date.
1.5	ADOPTION DRAFT LDR	Completion date of TASK 1.4	Within 30 to 60 days of commencement date.
1.6	PUBLIC HEARINGS	Completion date of TASK 1.5	Within 30 to 60 days of commencement date.
1.7	LDR TESTING	Completion date of TASK 1.6	Within 30 to 60 days of commencement date.

Terms of compensation:

Consultant will perform the services in Tasks 1.0 – 1.7 for identified above for the total lump sum fees as outlined below. Individual task amounts are informational only. In addition to the lump sum fees, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the City.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Consultant project number.

TASK	DESCRIPTION	LUMP SUM FEE
1.0	PROJECT INITIATION	$20,500
1.1	ISSUE IDENTIFICATION	$17,200
1.2	ANNOTATED OUTLINE	$18,800
1.3	INTERNAL DRAFT LDR	$30,400
1.4	PUBLIC COMMENT DRAFT LDR	$8,800
1.5	ADOPTION DRAFT LDR	$7,200
1.6	PUBLIC HEARINGS	$9,800
1.7	LDR TESTING	$8,200
	REIMBURSABLE EXPENSES	$1,000
	TOTAL LUMP SUM FEES	**$121,900**

ACCEPTED:

CITY OF TREASURE ISLAND

SIGNED:_____

NAME: _____
TITLE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: B Kelley Klepper

NAME: B. Kelley Klepper, AICP
TITLE: Vice President

SECTION 4 - PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Treasure Island
(Print name of the public entity)

by B. Kelley Klepper, AICP
(Print individual's name and title)

for Kimley-Horn and Associates, Inc.
(Print name of entity submitting sworn statement)

whose business address is 1777 Main Street, Suite 200

Sarasota, FL 34236

and (if applicable its Federal Employer Identification Number) is 56-0885615

(if the entity has no FEIN, include the Social Security Number of the

individual signing this sworn statement:).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of

the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which bids or applies to id on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide 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 Consultant, supplier, cub-consultant, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or

agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer and the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

B Kelley Klepper

(Signature)

Sworn to and subscribed before me by means of (select one:) [✓] physical presence or [ ] online notarization, this 24th day of October, 20 22, by B. Kelley Klepper, AICP, who is [select one:]

[✓] personally known to me **–or–** [ ] has produced a Florida driver's license as identification.

Personally known ✓

OR Produced Identification _____

Jeanne M. Doucet

Notary Public – State of Florida

_____

(Type of identification)

My Commission Expires 08/12/2026

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

_____

(Printed, typed or stamped commissioned name of notary public)

SECTION 5 – TRUTH IN NEGOTIATIONS CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the SOQ, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Consultant

Signature: B Kelley Klepper Date: 10/24/2022

STATE OF Florida

COUNTY OF Orange

The foregoing instrument _____ was acknowledged before me by means of (select one:) [✓] physical presence or [ ] online notarization, this 24th day of October 20 22 B. Kelley Klepper, AICP (name of the person whose name is being notarized) as the Vice President (title) of Kimley-Horn and Associates, Inc. (name of corporation/entity), personally known to me as described herein or produced a _____ (type of identification) as identification, and who (did / did not) take an oath.

Jeanne M. Doucet
Printed Name of Notary Public

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

My Commission Expires: 08/12/2026

NOTARY SEAL ABOVE

AGENDA ITEM NO. I.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 8, 2023

SUBMITTED BY: Stacy Boyles, Public Works

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Spending Authority and Work Authorization Approval for Advanced Engineering & Design in the Amount of $150,000 for Engineering Services

BACKGROUND:

Advanced Engineering & Design (AED) is one of the City's continuing engineering service providers. AED produced the City's Watershed Management Plan (WMP) and has designed the City's lift station rehabilitations.

In December 2022, the Commission approved a work authorization for AED in the total amount of $132,750 to perform the following budgeted services:

- Generate the Vulnerability Assessment
- Stormwater Grant Writing Services
- Re-write of Seawall, Stormwater, and select Floodplain Management Land Development Regulations
- NPDES Annual Reporting

POLICY/PURPOSE:

The purpose of this item is to request approval of spending authority for AED in the amount of $150,000 for engineering services.

STRATEGIC PLAN RELEVANCE:

The City's Strategic Plan Environmental Sustainability Road Map Goal 1 is to *Become an environmentally sustainable and*

resilient community. Objective 2 under this goal is to *Rise above sea-level challenges.* Bold Action 1 is to *update the seawall and shoreline development codes*. Bold Action 4 is to *pursue funding for and implement projects identified by the Watershed Management Plan.* The Infrastructure Road Map Goal 1 is to *Protect City assets to sustain the future of Treasure Island.*

ANALYSIS/DISCUSSION:

Changing environmental conditions are impacting the City's infrastructure. The City has taken a proactive approach in developing a Resiliency Implementation Program Manual to guide the City's upcoming public and private terrain modification projects. For this scope of work, rainfall-based floodplains will be provided using the latest elevation model and the data will be incorporated as an update the Watershed Management Plan to show the revised flooding depths.

Additionally, this Work Authorization includes the devleopment of a public relations campaign using renderings and videos is to explain to the public the issues that the City is facing due to sea level rise and how the City plans to implement the terrain modification program.

The requested Work Authorization and associated spending authority is divided into the following tasks:

- Public Relations Services;
- Public Relations “Why” Video;
- Public Relations “How” Video; and
- Rendering Services to Support the Public Relations Campaign
- Technical Criteria Development to support the terrain modification program and providing an update to the Watershed Management Plan

FUNDING:

Funding was not specifically budgeted for the proposed additional tasks. A total additional amount of $150,000 is

requested for stormwater engineering services Account No. 450-5380-31300 from the following unused and available budgeted items:

- Acct. 450-5380-63452 for West Causeway Pre-Design, Amount: $20,961.05
- Acct. 450-5380-63403 for Stormwater Outfalls, Amount: $94,038.95
- Acct. 450-5380-63403 for Stormwater Contingency, Amount: $35,000.00

Staff has submitted a grant application to the Florida Department of Economic Opportunity in the amount of $75,000 to cover the cost of the Technical Criteria Development task. The letter of supposed is provided at Attachment B.

MOTION:

I move to approve/reject spending authority for Advanced Engineering and Design in the amount of $150,000 for engineering services and authorize the City Manager to execute the attached Work Authorization with Advanced Engineering.

ATTACHMENTS:
Att A - WA and Scope of Services.pdf
Att B - Grant Letter of Support.pdf

CITY OF TREASURE ISLAND, FLORIDA
DEPARTMENT OF PUBLIC WORKS
WORK ORDER INITIATION AND AUTHORIZATION FORM
Revision Number __

Submittal Date: 07/31/2023 CTI Contract Number: 18-19-07-1.1
Consultant: Advanced Engineering & Design

PROJECT TITLE

Supplemental Engineering Services to Support the Resiliency Implementation Manual

SCOPE OF WORK

- Public Relations Services;
- Public Relations "Why" Video;
- Public Relations "How" Video; and
- Rendering Services to Support the Public Relations Campaign

- Technical Criteria Development to support the terrain modification program and providing an update to the Watershed Management Plan

PROJECT GOALS

The goals of the Technical Criteria Development for the implementation of the City's terrain modification program include the development of rainfall-based floodplains using the most recent elevation information and to update the Watershed Management Plan to show the revised flooding depths.

The goal of the public relations campaign using renderings and videos is to explain to the public the issues that the City is facing due to sea level rise and how the City plans to implement the terrain modification program.

BUDGET

Technical Criteria Development: $74,978.16

Public Relations Campaign: $68,129.32 plus reimburseables and contingency in the amount of $6,892.52

Total Work Authorization Budget: $150,000

SCHEDULE

Project specific: detail is attached

STAFF ASSIGNMENTS

William Reidy, PE; Justin Keller, PE; Rafal Kadaj, P.E.; Steven Torres

CITY OF TREASURE ISLAND, FLORIDA
DEPARTMENT OF PUBLIC WORKS
WORK ORDER INITIATION AND AUTHORIZATION FORM
Revision Number __

Submittal Date: 07/31/2023 CTI Contract Number: 18-19-07-1.1
Consultant: Advanced Engineering & Design

SPECIAL CONSIDERATIONS

The use of contingency funds requires prior written authorization by the City.

PREPARED BY:		APPROVED BY:	
William A. Reidy	8/1/23		
	Date		Date
William Reidy, PE		Stacy Boyles, PE	
Advanced Engineering & Design, Inc.		City of Treasure Island	

ADVANCED
ENGINEERING & DESIGN, INC.
CIVIL•MUNICIPAL•SITE DESIGN•PERMITTING•PLANNING
3931 68TH AVENUE, PINELLAS PARK, FL 33781 • TEL(727)526-9158 • FAX(727)527-9683 • www.aed-fl.com

July 27, 2023

Stacy Boyles, P.E., LEED AP, ENV SP
Public Works Director & Sustainability Coordinator
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Re: City of Treasure Island
Resiliency Implementation Program Manual
Proposal for Supplemental Services

Dear Ms. Boyles:

Advanced Engineering & Design, Inc. (AED) is pleased to provide this proposal for supplemental services associated with the above-referenced project. As evidenced in earlier submissions, the Manual will result in a wholesale change in how public and private improvements are designed, permitted and constructed within the City. The design and construction community will notice a stark difference in development approach when compared to current day policies. As such, the need to perform public outreach and messaging on this subject has been identified as critical to the long-term success of this new program.

This proposal outlines the various mediums in which information on this new program is to be disseminated to the public. A public relations campaign will be pursued in order to reinforce the positive benefits of this program and ensure the public is aware of City's commitment to ensuring infrastructure investments are protected to a greater degree. Still renderings will be prepared showing various types of commercial and residential improvements in an effort to allow the public to visualize how these changes alter the appearance of places where they live, work and play. Public engagement videos, discussing both the need for the program and logistics of it's recommendations, will be developed in an effort to diversify the way in which we share our message.

The Manual identifies the need to compensate and/or offset for rainfall-based floodplain impacts resulting from terrain modification. Rainfall-based floodplains serve as the technical basis in which these impacts are evaluated and quantified. Said floodplains were prepared for the Watershed Management Plan (WMP). However, terrain mapping at that time was not as advanced, nor as detailed, as terrain models are today. Therefore, with the rainfall-based floodplains based upon a more primitive representation of the terrain, the depth and bounds of the rainfall-based floodplain do not depict the true location of flooding. Using this set of technical criteria to determine the degree of rainfall-based floodplain impacts would result in the concepts of the Manual being applied in an incorrect and inaccurate manner.

Fortunately, the more recent terrain model provides the necessary level of detail to delineate rainfall-based floodplains in a more accurate manner. The latest terrain model clearly shows elevation differences between homes, along driveways and other locations where overland flow transitions occur. Mapping rainfall-based floodplains over a more accurate representation of the City's land will ensure that the requirements of the Manual are implemented equitably across all properties. The City's prior investment in the WMP, and the resulting hydrodynamic and hydraulic (H&H) model, allows for the development of this critical technical evaluation tool to be done in a cost-effective manner. It shall be noted that the City applied for a grant through the State's Department of Economic Opportunity for the preparation of the rainfall-based floodplains.

The following services are offered:

1. Public Relations Services (Initial Phase)

The CONSULTANT shall:

1.01 A kickoff meeting will be held to discuss the proposed project and develop outreach strategies. Key discussion topics from this meeting will be documented within minutes.

1.02 Project Management will be performed throughout the initial phase of public relations. Coordination with the City will be held to ensure that all concepts and approaches are being successfully implemented into the product.

1.03 A maximum of four (4) meetings will be held to discuss the project. Discussion may include, but not be limited to, City commentary, strategic goals, messaging concepts and other application information. Key discussion topics from these meetings will be documented within minutes.

1.04 Community research will be conducted to gauge initial sentiment score and identify allies and challengers. Other similar climate change adaption campaigns implemented in other coastal communities, such as Miami Beach Rising Above will be assessed to determine what successes can be built upon and what pitfalls can be avoided. Select municipalities will be interviewed to gain deeper insights into challenges and successes.

1.05 A campaign roadmap will be developed that reflects lessons learned from our research and tailor tactics to reflect unique community dynamics. A campaign plan and implementation timeline will be presented. Project management software to ensure all stakeholders can track progress in real-time and contribute feedback throughout all phases of the campaign will be setup.

1.06 A central document will be developed that will inform virtually all communication work (internal and external content) which will be referred to as a Core Messaging Guide. This is designed to help ensure accuracy, consistency, and clarity among internal stakeholders for all public-facing conversations and documents.

1.07 Per City and team commentary, deliverables will be revised. The initial phase of the public relations campaign will be addressed with recommended next steps outlined.

1.08 Figures, graphics, narratives and other information will be developed to support the campaign.

2. Public Engagement Video ("Why")

This 2D video is being prepared to inform the public / target audience of the pending threat that sea level rise represents. Central to this video will be the anticipated impacts felt by the Treasure Island community.

The CONSULTANT shall:

2.01 Provide content review and support throughout the video creation process. With the requirements of the Resiliency Implementation Program Manual in mind, all phases of the process will be followed to ensure alignment with the requirements set forth within this document.

2.02 A one-minute video will be prepared to discuss the topics above. This video's purpose is to illustrate why the adoption and pursuit of the Manual are critical to ensure that the City can maintain day-to-day operations in the future.

2.03 Upon receiving authorization from the City, an additional minute of content will be added to the video.

2.04 An allowance of $1,500.00 has been allocated to address any licensing or development costs associated with the audio elements of the video (background music, narrator voice, etc.). This allowance will only be utilized upon receiving written authorization from the City.

2.05 An allowance of $2,500.00 has been allocated to address any unanticipated production or content creation costs associated with the presentation elements of the video. This allowance will only be utilized upon receiving written authorization from the City.

3. Public Engagement Video ("How")

This 3D video is being prepared to inform the public / target audience of technical sequences envisioned within the Manual. Construction and design requirements identified within the Manual will be depicted in animation form.

The CONSULTANT shall:

3.01 A ninety-second video will be prepared discussing the topics above. This video's purpose is to illustrate the anticipated logistics should the recommendations within the Manual be formally pursued.

3.02 Provide content review and support throughout the video creation process. With the requirements of the Resiliency Implementation Program Manual in mind, all phases of the process will be followed to ensure alignment with the requirements set forth within this document.

4. Rendering Services

The CONSULTANT shall:

4.01 Prepare a Technical Memorandum discussing the design assumptions used in the preparation of subsequent renderings. Specific elevations, roadway types, land usages and architectural styles, etc. will be presented and approved prior to commencing rendering activities. This process will ensure that the renderings represent the diversity of land usage and elevation differences anticipated to be encountered throughout the organic development cycle.

4.02 Project Management will be performed throughout the rendering services phase of the project. Coordination with the City will be held to ensure that all concepts and approaches are being successfully implemented into the product.

4.03 A maximum of two (2) meetings will be held to discuss this phase of the project. Discussion may include, but not be limited to, City commentary, inclusivity, public perceptions, specific site examples and other application information. Key discussion topics from these meetings will be documented within minutes.

4.04 Architectural support services will be provided to ensure that the proposed rendering incorporates the requirements of the Manual in an aesthetically pleasing, practical and constructable manner.

4.05 A maximum of six (6) renderings will be prepared identifying commercial and residential properties throughout various stages of the terrain modification sequence. The rendering style (i.e. photorealistic, etc.) preferences identified in the aforementioned Technical Memorandum will be utilized.

4.06 Revisions to rendering deliverables will be narrated for incorporation. End products will be reviewed to ensure adherence with the Manual concepts and the City's preferences.

5. Technical Criteria Development

Rainfall-based floodplains, a key technical review element identified within the Manual, will be developed using the latest terrain model for the City.

The CONSULTANT shall:

5.01 Digital terrain model refinement will be performed to reflect areas of new development, maintain known flow patterns and further define critical areas.

5.02 Revised catchments identified on the new DEM will be utilized to prepare subbasins throughout the City. These subbasins will maintain relative structure assignments identified within the City's WMP.

5.03 The existing link-node schematic and hydronetwork will be revised to incorporate the new subbasin limits. Where needed, naming revisions will be performed to maintain uniformity between the GWIS database and the H&H model.

5.04 Model parameterization will be performed for the hydrologic changes proposed. This entails curve number calculation, time of concentration calculations, directly connected impervious areas, stage-storage relationships and other elements critical to model development.

5.05 The above parameters will be transferred to the modeling software, the model constructed and executed. Model "bugs" will be addressed and level pools will be plotted.

5.06 Rainfall-based floodplains, for the 100-Year / 24-Hour storm event, will be developed utilizing the results derived from the updated model. Floodplain areas will be compared for accuracy with the model stage-area relationships. Depth grids, identifying the depth of flooding for this event, will also be prepared.

5.07 The WMP will be updated to reflect the work performed.

Assumptions:

This scope of services was prepared assuming the following:

1. Supplemental public relation services shall be performed under an amended scope of services.
2. The preparation of a project-specific website / webpage is not proposed.
3. The preparation of program branding graphics and marketing material (i.e. giveaways) are not proposed.
4. Social media management shall be performed by others.
5. Neighborhood canvassing is not proposed.

Performance Schedule

The following schedule is proposed upon issuance of a Notice to Proceed:

Task	Aug. 23	Sept. 23	Oct. 23	Nov. 23	Dec. 23	Jan.24
Public Relations Services (Initial Phase)						
'Public Engagement Video ("Why")						
'Public Engagement Video ("How")						
'Rendering Services						
'Technical Criteria Development						

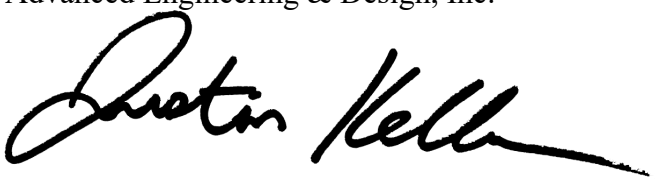
Compensation to the Consultant

For the Scope of Services described in this work assignment Advanced Engineering & Design, Inc. shall be compensated on a task basis not-to-exceed the amount of $143,107.48 in accordance with the terms of our Agreement for Professional Services, RFQ 18-19-07 | Engineering, Mapping & Landscape Architectural Services (Discipline: Wastewater / Stormwater Engineering).

A contingency of $6,392.50 has been allocated for this project. This contingency is only to be used for services outside of this contract and upon receiving prior written approval from the City.

We look forward to working with you on this project and assure you that we will provide our best effort to make it a successful one. Please feel free to give me a call if you have any questions.

Sincerely,
Advanced Engineering & Design, Inc.



Justin V. Keller, P.E., CFM, ENV SP
Project Manager

Attachment: Proposed Labor Breakdown

Resiliency Implementation Program Manual

Supplemental Services

	Task Description	AED	Pavalis Architekton	Madeira Public Relations	Collby Animation Studio	Task Fee
1	Public Relations Services (Initial Phase)	$ 9,975.18		$ 15,750.00		**$ 25,725.18**
2	Public Engagement Video ("Why")	$ 4,530.21			$ 11,750.00	**$ 16,280.21**
3	Public Engagement Video ("How")	$ 2,294.61			$ 8,750.00	**$ 11,044.61**
4	Rendering Services	$ 6,829.32	$ 8,250.00			**$ 15,079.32**
5	Technical Criteria Development	$ 74,978.16				**$ 74,978.16**
Subtotal	**$ 143,107.48**					
Reimbursables	***$ 500.00***					
Contingency	***$ 6,392.52***					
Total	**$ 150,000.00**					
		$ 98,607.48	$ 8,250.00	$ 15,750.00	$ 20,500.00	**$ 143,107.48**

Hours by Task: AED

	Direct Labor Rates Classifications	Officer in Charge	Senior Project Manager	Project Manager	Construction Manager	Sr. Project Engineer	Project Engineer	Construction Engineer	Senior Designer	CADD Manager	CADD Operator	Field Technician	Admin/Tech Support	Total Hours	Labor Cost
	Task / Billing Rates	$ 223.77	$ 186.30	$ 179.01	$ 172.11	$ 155.25	$ 136.62	$ 151.47	$ 137.70	$ 90.06	$ 99.81	$ 92.94	$ 59.01		
	Public Relations Services (Initial Phase)														
1.01	Phase Kickoff		4			0	1						2	**7**	**$ 999.84**
1.02	Client Coordination / Project Management		12			0	0						2	**14**	**$ 2,353.62**
1.03	Attend Client Coordination Meetings (Max. of 4)		8			2	4						2	**16**	**$ 2,465.40**
1.04	Audience Sentiment Analysis / Target Audience Investigation														**$ 7,500.00**
1.05	Development of Strategic Plan & Data Informed Campaign Roadmap														**$ 5,550.00**
1.06	Development of Core Messaging Guide														**$ 1,200.00**
1.07	Deliverable Revisions & Initial Phase Completion														**$ 1,500.00**
1.08	Support Services (Graphics, Figures, Narratives, etc.)		12			2	8				4		2	**28**	**$ 4,156.32**
														Subtotal	**$ 25,725.18**
	Public Engagement Video ("Why")														
2.01	Content Review & Support		24										1	**25**	**$ 4,530.21**
2.02	Develop Engagement Video with 2D Animation (Initial Minute)														**$ 6,500.00**
2.03	Extend Video Duration One Minute (Minute 2)														**$ 1,250.00**
2.04	Audio Content Allowance														**$ 1,500.00**
2.05	Production Allowance														**$ 2,500.00**
														Subtotal	**$ 16,280.21**
	Public Engagement Video ("How")														
3.01	Develop Engagement Video with 3D Animation (Fixed Duration, 90 seconds)														**$ 8,750.00**
3.02	Content Review & Support		12										1	**13**	**$ 2,294.61**
														Subtotal	**$ 11,044.61**
	Rendering Services														
4.01	Preparation of Technical Memorandum Discussing Presentation Approach		12								2		2	**16**	**$ 2,553.24**
4.02	Client Coordination / Project Management		4				1							**5**	**$ 881.82**
4.03	Attend Client Coordination Meetings (Max. of 2)		4										1	**5**	**$ 804.21**
4.04	Architectural Support Services														**$ 4,000.00**
4.05	Renderings (Max. of 6)														**$ 4,250.00**
4.06	Deliverable Revisions		12				1				1		2	**16**	**$ 2,590.05**
														Subtotal	**$ 15,079.32**
	Technical Criteria Development														
5.01	DEM Modifications		4			1	16				16			**37**	**$ 4,683.33**
5.02	Subbasin Delineations		8			2	60							**70**	**$ 9,998.10**
5.03	Hydronetwork / Link-Node Schematic / Naming Revisions (As Needed)		2			1	40							**43**	**$ 5,992.65**
5.04	Model Parameterization (Hydrologic)		8			2	120							**130**	**$ 18,195.30**
5.05	Model Setup, Debug, Stabilize		4				80							**84**	**$ 11,674.80**
5.06	Floodplain Delineation (Single Storm)		8			2	60				24			**94**	**$ 12,393.54**
5.07	Report Update & Reissuance		36			4	24				12		4	**80**	**$ 12,040.44**
														Subtotal	**$ 74,978.16**
	Totals	**0**	**174**	**0**	**0**	**16**	**415**	**0**	**0**	**0**	**59**	**0**	**19**	**683**	**$ 143,107.48**

City of
Treasure Island, Florida
120 108th Avenue, Treasure Island, FL 33706
Phone (727) 547-4575 Fax (727) 547-4582
www.mytreasureisland.org

Office of the Mayor

June 16, 2023

Benjamin M. Melnick, Deputy Secretary
Division of Community Development
Florida Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120

Re: Community Planning Technical Assistance Grants (State FY 23-24)
City of Treasure Island Resiliency Implementation Program Manual, Technical Criteria Development
Funding Request Letter

Dear Mr. Melnick,

The City of Treasure Island has been at the forefront of planning for the threats associated with sea level rise. Our Watershed Management Plan identified ambitious goals which were further refined within the Resiliency Implementation Program Manual. With the support of the DEO (through funding Contract #P0420), Phase I of this critical document was prepared and set the stage for full program buildout. The Resilience Implementation Program Manual is currently being finalized. However, in order to apply the criteria established within this Manual, there is a need to further refine the technical dataset required to perform review of new developments within the community. As such, the Technical Criteria Development phase of the Manual is a priority in the coming year. To complete this work, a total of $75,000 is being requested for this effort.

Completing the Technical Criteria Development phase of the Manual aligns with the scope of the Community Planning Technical Assistance program as it focuses on planning for community resilience to flooding. The project is important to the City as it will serve to a.) develop rainfall-based floodplains using the latest and most accurate terrain information b.) ensure that the review of future projects and/or developments can incorporate the City's resiliency criteria in an accurate and equitable manner and c.) provide the public a more accurate representation of flooding depths.

The City has identified the below representative for grant-related correspondence:

Stacy Boyles, P.E., LEEP AP, ENV SP
Public Works Director & Sustainability Coordinator
City of Treasure Island
120 108th Avenue, Treasure Island, FL 33706
(727) 547-4575 ext. 251
stacy.boyles@mytreasureisland.org

Thank you for your continued support on this important project.

Sincerely,

J. Tyler Payne, Mayor

AGENDA ITEM NO. I.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 8, 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 St. Pete Pressure Washing, Inc. for pressure washing services in the amount of $30,000.

BACKGROUND: St. Pete Pressure Washing, Inc. has provided pressure washing services for the bascule bridge since 2020. In addition, they bid on and were awarded two pressure washing projects, downtown sidewalks and Central Beach Trail. Because of the two pressure washing projects that they were awarded, they are near the $25,000 purchase limit established in the City's Purchasing Policy.

POLICY/PURPOSE: To provide purchase authority for pressure washing services with St. Pete Pressure Washing, Inc. in excess of $25,000, as required by the City's Purchasing Policy.

STRATEGIC PLAN RELEVANCE: Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION: St. Pete Pressure Washing, Inc. first started pressure washing the bascule bridge for the City in 2020. We use them every quarter to pressure wash the areas under the bridge where the pigeons seem to like to rest. In addition, they pressure wash the counterweight bilge area of debris that has made its way into this area. The following are the purchase that have been made this year:

1. Pressure Wash Downtown Sidewalk - $5,000
2. Bascule Bridge Cleaning - $3,500
3. Bascule Bridge Cleaning - $3,500
4. Bascule Bridge Cleaning - $3,500

5. Pressure Wash Central Beach Trail - $8,500

Total **$24,000**

FUNDING:

Funding for these purchases is in Causeway Program, Contractual Services (001-5411-34000) $14,000 and Beach Maintenance Program, 001-5391-46900 $15,000 and the $5,000 for the downtown pressure wash was absorbed in the Municipal Services program (001-5410).

MOTION:

I move to approve and authorize the City Manager for the purchase authority in the amount of $30,000 for St. Pete Pressure Washing, Inc. conducting pressure washing services.

ATTACHMENTS: